"A City for All Ages"

CITY OF PORT ST. LUCIE, FLORIDA

AGENDA

City Council Meeting

Monday, February 22, 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
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, February 22, 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** – HEALTHY WEIGHT COMMUNITY CHAMPION RECOGNITION

   B. **SPECIAL PRESENTATION** - PLAQUE OF APPRECIATION TO ARLENE BROWN FOR HER SERVICE ON THE CONTRACTORS' EXAMINING BOARD

   C. **PROCLAMATION** – FLORIDA BIKE MONTH

   D. **PROCLAMATION** – WORLD SPAY DAY

   E. **SPECIAL PRESENTATION** – COMMUNITY HERO AWARDS - CHARLIE A. PROULX AND JAMES "RANDY" BRAZIER

5. **PUBLIC TO BE HEARD**

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

7. **APPROVAL OF CONSENT AGENDA**

   A. **APPROVAL OF MINUTES** - REGULAR COUNCIL JANUARY 11, 2016

   B. **BARNABAS CHRISTIAN ACADEMY,** REQUEST FOR CITY SPONSORSHIP FOR THE SOLE PURPOSE OF LOCATING TEMPORARY SIGNAGE WITHIN THE CITY'S RIGHTS-OF-WAYS, FOR THEIR OPEN ENROLLMENT SCHEDULED FOR FEBRUARY 29 THROUGH MARCH 14,

2016, CITY MANAGER

C. **PORT ST LUCIE ORCHID SOCIETY,** REQUEST FOR CITY SPONSORSHIP FOR THE SOLE PURPOSE OF LOCATING TEMPORARY SIGNAGE WITHIN THE CITY'S RIGHTS-OF-WAYS, FOR THEIR ANNUAL ORCHID SHOW SCHEDULED FOR MARCH 18, 19 AND 20, 2016, CITY MANAGER

D. **SURPLUS ASSETS FOR PUBLIC AUCTION,** AUTHORIZATION FOR SALE BY PUBLIC AUCTION CONDUCTED BY **THE PUBLIC GROUP, LLC**, PROCUREMENT MANAGEMENT DEPARTMENT

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

A. **ORDINANCE 16-08,** AN ORDINANCE AMENDING TITLE IX – GENERAL REGULATIONS, CHAPTER 94 – NOISE, OF THE CODE OF ORDINANCES OF THE CITY OF PORT ST. LUCIE, FLORIDA, BY AMENDING SECTION 94.02 DEFINITIONS TO AMEND AND ADD DEFINITIONS FOR C-WEIGHTED SOUND LEVEL, CODE ENFORCEMENT OFFICER, AND PLAINLY AUDIBLE; AMENDING SECTION 94.03 RESERVED TO ADD RESPONSIBILITY FOR COMPLIANCE; AMENDING SECTION 94.04 MAXIMUM PERMISSIBLE SOUND LEVELS TO ADD C-WEIGHTED SOUND AND AMEND TABLE I; AMENDING SECTION 94.08 ENFORCEMENT TO ADD PENALTIES AND ALTERNATE MEANS OF ENFORCEMENT; AMENDING SECTION 94.09 PENALTY TO ADD NUISANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR FILING WITH THE DEPARTMENT OF STATE; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.

B. **ORDINANCE 16-09,** AN ORDINANCE AMENDING CHAPTER 37 OF THE CITY OF PORT ST. LUCIE CODE OF ORDINANCES; § 37.03 DEFINITIONS, TO AMEND THE DEFINITION OF A CODE COMPLIANCE SPECIALIST TO INCLUDE ANY CITY EMPLOYEES WHOSE DUTY IT IS TO ENFORCE CITY CODES AND ORDINANCES, AMENDING § 37.05, ENFORCEMENT PROCEDURE, AMENDING § 37.06, CONDUCT OF HEARING, PROVIDING FOR SEVERABILITY; AMENDING § 37.07 ADMINISTRATIVE FINES; LIENS; DURATION; COLLECTION, AMENDING § 37.09, NOTICES; AMENDING § 37.20, CITATIONS, NOTICES TO APPEAR, PENALTIES, PROVIDING FOR FILING WITH THE DEPARTMENT OF STATE; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.

C. **ORDINANCE 16-10,** AN ORDINANCE AUTHORIZING THE ABANDONMENT AND RELEASE OF A PORTION PLATTED TEN FOOT PUBLIC UTILITY EASEMENT AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 28 AT PAGE 22 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; ABANDONING AND RELEASING SAID PORTION OF THE PUBLIC UTILITY EASEMENT; PROVIDING AN EFFECTIVE DATE.

9. **OTHER PUBLIC HEARINGS**

A. **PORT ST. LUCIE RESIDENTIAL STREET LIGHTING ASSESSMENT**

AREA, BOUNDARY #466 SW CALDER STREET

B. **PORT ST. LUCIE RESIDENTIAL STREET LIGHTING ASSESSMENT AREA, BOUNDARY #467,** SW COLUMBIA STREET

C. **PORT ST. LUCIE RESIDENTIAL STREET LIGHTING ASSESSMENT AREA, BOUNDARY #468,** SW AQUARIUS LANE

D. **PORT ST. LUCIE RESIDENTIAL STREET LIGHTING ASSESSMENT AREA, BOUNDARY #469,** NW KINGSTON TERRACE

E. **PORT ST. LUCIE RESIDENTIAL STREET LIGHTING ASSESSMENT AREA, BOUNDARY #470,** SW MERIDINA AVENUE

F. **NSP3 PROGRAM, SUBSTANTIAL ACTION PLAN,** AMENDMENT #4, TO ALLOW THE CITY TO OFFER A DEFERRED FIRST MORTGAGE PROGRAM TO SUPPLEMENT THE EXISTING SECOND MORTGAGE PROGRAM

G. **NSP1 PROGRAM, SUBSTANTIAL ACTION PLAN,** AMENDMENT #10, TO ALLOW THE CITY TO OFFER A DEFERRED FIRST MORTGAGE PROGRAM TO SUPPLEMENT THE EXISTING SECOND MORTGAGE PROGRAM

10. FIRST READING OF ORDINANCES

A. **ORDINANCE 16-11,** AN ORDINANCE OF THE CITY OF PORT ST. LUCIE, FLORIDA, AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF PORT ST LUCIE TO INCLUDE A LARGE SCALE AMENDMENT CONSISTING OF MAP AND TEXT AMENDMENTS TO THE FUTURE LAND USE ELEMENT AND AMENDMENTS TO THE MAP SERIES AS REQUESTED BY TRADITION LAND COMPANY, LLC (P15-144); PROVIDING THE INVALIDITY OF ANY PORTION SHALL NOT AFFECT THE REMAINING PORTIONS OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

B. **ORDINANCE 16-12,** AN ORDINANCE PROVIDING FOR THE ABANDONMENT OF A PORTION OF TWO DRAINAGE AND UTILITY EASEMENTS AFFECTING LOT 43, BLOCK 1541, PORT LUCIE SECTION 30; PROVIDING AN EFFECTIVE DATE.

11. RESOLUTIONS

A. **RESOLUTION 16-R10, PUBLIC HEARING,** A RESOLUTION GRANTING A SPECIAL EXCEPTION USE PROVIDED FOR IN SECTION 158.124(C)(1) TO ALLOW AN ENCLOSED ASSEMBLY AREA (FITNESS CENTER) OVER 3,000 SQUARE FEET IN THE VERANDA FALLS PUD (PLANNED UNIT DEVELOPMENT) WHICH FOLLOWS CG (GENERAL COMMERCIAL) ZONING DISTRICT, FOR VF I, LLC; LEGALLY DESCRIBED AS VERANDA FALLS PLAT NO. 1, TRACT B, (P15-200); PROVIDING AN EFFECTIVE DATE.

B. **RESOLUTION 16-R11,** A RESOLUTION APPROVING AND ACCEPTING THE PRELIMINARY AND FINAL PLAT FOR ST. ANDREWS TOWNHOMES REPLAT NO. 2 (P15-199) WITHIN THE CITY OF PORT ST. LUCIE, FLORIDA, AT THE REQUEST OF ST. ANDREWS PARK TOWNHOMES, LLC; OF FLORIDA; AUTHORIZING THE MAYOR AND CITY CLERK TO COUNTERSIGN SAID PLAT; PROVIDING AN EFFECTIVE DATE.

12. UNFINISHED BUSINESS

THERE IS NOTHING SCHEDULED UNDER THIS ITEM.

13. NEW BUSINESS

A. **LYNCH PAVING & CONSTRUCTION COMPANY, INC.,** TIFFANY AVENUE SIDEWALK CONSTRUCTION PROJECT, #20150142, $144,596.80, CONTRACT PERIOD IS FOR 60 CALENDAR DAYS WITH NO OPTION TO RENEW, PROCUREMENT MANAGEMENT DEPARTMENT

B. **WAIVER OF BID, CHAPTER 35.04 (C), FOR GOOD CAUSE SHOWN,** CONSTRUCTION SERVICES FOR WATER AND WASTEWATER TREATMENT FACILITIES, **FLORIDA DESIGN DRILLING, POOLE & KENT COMPANY OF FLORIDA, TLC DIVERSIFIED, INC., AND WHARTON-SMITH, INC.**, #20160063, PURCHASE ORDERS WILL BE ISSUED AS BUDGET ALLOWS WITHOUT FURTHER COUNCIL ACTION, CONTRACT PERIOD IS FOR 30 MONTHS, WITH TWO (2) TWELVE MONTH RENEWALS, PROCUREMENT MANAGEMENT DEPARTMENT

14. DETERMINATION OF EXCUSED ABSENCES

A. **COUNCILMAN BOWEN,** SPECIAL CITY COUNCIL MEETING, FEBRUARY 16, 2016

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.

February - March Meeting Calendar

DATE	MEETING	TIME	LOCATION
3-1-16	Planning & Zoning Board Meeting	1:30 p.m.	City Hall Complex Council Chambers Building A
3-2-16	Keep Port St. Lucie Beautiful Committee Meeting	3:00 p.m.	City Hall Complex Room 210 Building B
3-3-16	City Council & Staff Winter Retreat	8:30 a.m.	Community Center 2195 SE Airoso Blvd. Rooms B, C & D
3-4-16	City Council & Staff Winter Retreat	8:30 a.m.	Community Center 2195 SE Airoso Blvd. Rooms B, C & D
3-9-16	Special Magistrate Hearing	9:00 a.m.	City Hall Complex Council Chambers Building A
3-9-16	Site Plan Review Committee Meeting	1:30 p.m.	City Hall Complex Training Room Building B
3-10-16	Contractors' Examining Board Meeting	9:30 a.m.	City Hall Complex Council Chambers Building A
3-14-16	Community Redevelopment Agency Meeting	6:00 p.m.	City Hall Complex Council Chambers Building A
3-14-16	City Council Meeting	7:00 p.m.	City Hall Complex Council Chambers Building A
3-15-16	Police Officer's Retirement Trust Fund Board Meeting	2:00 p.m.	City Hall Complex Room 188 Building A
3-21-16	City Council Workshop Meeting	1:00 p.m.	Community Center 2195 SE Airoso Blvd. Room A
3-23-16	Special Magistrate Hearing	9:00 a.m.	City Hall Complex Council Chambers Building A
3-23-16	Site Plan Review Committee Meeting	1:30 p.m.	City Hall Complex Training Room Building B
3-28-16	Governmental Finance Corporation Meeting (Tentative)	6:00 p.m.	City Hall Complex Council Chambers Building A
3-28-16	Community Redevelopment Agency Meeting	6:30 p.m.	City Hall Complex Council Chambers Building A
3-28-16	City Council Meeting	7:00 p.m.	City Hall Complex Council Chambers Building A

CA022216

NOTICE
AGENDA ADDENDUM
CITY COUNCIL REGULAR MEETING
FEBRUARY 22, 2016

10. **FIRST READING OF ORDINANCES**

c) ORDINANCE 16-07, AN ORDINANCE AUTHORIZING THE CITY MANAGER OF THE CITY OF PORT ST. LUCIE TO ENTER INTO A SECOND AMENDMENT TO CELL TOWER SITE LEASE AGREEMENT BETWEEN THE CITY OF PORT ST. LUCIE, DYNAMIC TOWERS, INC., AND SBA TOWERS IX, LLC; PROVIDING AN EFFECTIVE DATE .

12. **UNFINISHED BUSINESS**

a) DISCUSSION REGARDING THE SEPARATION AGREEMENT FOR CITY ATTORNEY, PAM BOOKER

b) DISCUSSION REGARDING THE PROPOSED CONTRACT FOR THE INTERIM CITY ATTORNEY

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 4A
Meeting Date: 2/22/16

TO: Mayor and City Council

FROM: Jeff Bremer, City Manager

Agenda Item: Special presentation: To recognize the City of Port St. Lucie as a Healthy Weight Community Champion.

Submittal Date: 2/11/2016

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: The City of Port St. Lucie Community Garden opened in October 2015, and is a half-acre site which was developed through the assistance of grant funding. There are 44 garden plots where the public may grow organic fruits, vegetables, herbs and flowers. Four additional plots are wheelchair accessible and are situated on concrete slabs.

ANALYSIS: The City of Port St. Lucie is being recognized as a 2016 State Surgeon General Healthy Weight Community Champion.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: N/A.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: Presentation of the certificate by Clint Sperber, Health Officer and Administrator with the Florida Dept. of Health

REQUESTED MEETING DATE: 2/22/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: Email from Clint Sperber, Health Officer and Administrator

Jasmin Padova

Subject: FW: Southeast Florida Celebrates 2016 Healthiest Weight Community Champions

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From: Sperber, Clint J. [mailto:Clint.Sperber@flhealth.gov]
Sent: Wednesday, February 10, 2016 8:02 AM
To: Justin Council <jcouncil@cityofpsl.com>
Subject: FW: Southeast Florida Celebrates 2016 Healthiest Weight Community Champions

Justin,

Can you please get me on an upcoming agenda to present the City with the Healthy Weight Community Champion recognition?

Sincerely,
Clint

Clint Sperber, MPA
Health Officer and Administrator
Florida Department of Health in St. Lucie County
Central Florida (Region 5) Domestic Security Task Force Health Co-Chair
5150 NW Milner Drive
Port St. Lucie, FL 34983
Work (772) 873-4949 I Cell: (772) 924-6697

Our mission is to protect, promote & improve the health of all people in Florida through integrated state, county & community efforts.

PLEASE NOTE: *Florida has very broad public records laws. Most written communications to or from state officials regarding state business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to disclosure.*

From: Sperber, Clint J.
Sent: Thursday, January 28, 2016 2:28 PM
To: 'Greg Oravec'
Subject: FW: Southeast Florida Celebrates 2016 Healthiest Weight Community Champions

Greg,

Congratulations being recognized as a 2016 State Surgeon General Healthy Weight Community Champion! The following release was sent from central office (Tallahassee) to statewide media contacts. In recognition of how Community Champions have positively impacted the health environment, the City of Port St. Lucie will receive a certificate signed by the State Surgeon General, Dr. Armstrong, and personalized graphic art that can be placed on banners, road signs, etc. It would be great if you can formally set up this presentation take place at a public meeting or other public event. I would be the one presenting the certificate.

By the way, my staff and I are meeting with Patti Tobin and others to discuss the Port St. Lucie's Neighborhood Planning initiative http://neighborhoods.cityofpsl.com/ and St. Lucie's Coalition, *Healthy St. Lucie* (http://healthystlucie.org/) next month.

Sincerely,
Clint

Clint Sperber, MPA
Health Officer and Administrator
Florida Department of Health in St. Lucie County
Central Florida (Region 5) Domestic Security Task Force Health Co-Chair
5150 NW Milner Drive
Port St. Lucie, FL 34983
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From: Florida Department of Health FDOH [mailto:dohcommunicationsoffice@flhealth.gov]
Sent: Thursday, January 28, 2016 2:02 PM
To: Sperber, Clint J.
Subject: Southeast Florida Celebrates 2016 Healthiest Weight Community Champions

Jan. 28, 2016

SOUTHEAST FLORIDA CELEBRATES 2016 HEALTHIEST WEIGHT COMMUNITY CHAMPIONS

Contact:
Communications Office
NewsMedia@flhealth.gov
850-245-4111

West Palm Beach, Fla.—Today, Florida Department of Health announced the 80 communities recognized as 2016 Healthy Weight Community Champions, including four communities in the West Palm Beach area. The recognition program highlights local government efforts to increase physical activity and improve nutrition as part of Healthiest Weight Florida.

"By working toward creating healthy environments, these local governments have shown their commitment to improving the health of all Floridians," said State Surgeon General and Secretary of Health Dr. John Armstrong. "We are proud to see the number of recognized communities growing steadily each year."

Local governments can implement a variety of policies that help people become more physically active and encourage better nutrition. These "best practice" policies are reflected in the Healthy Weight Community Champion Recognition Program. Examples of criteria for the recognition include whether a jurisdiction maintains a system of parks, provides incentive programs to attract grocery stores to underserved neighborhoods and prioritizes personal safety in areas where people can increase physical activity.

Local Community Champions and their program highlights are as follows.

Indian River County

City of Vero Beach

The city supports and maintains a network of walking trails/routes and bicycling routes that are connected and lead to destinations such as markets, commercial uses and residences.

"Healthiest Weight Community Champion is a designation that all citizens in Vero Beach can be proud of," said City Clerk Tammy Vock. "We will strive to continue finding new ways to live a healthy lifestyle."

Martin County

City of Stuart

The city has a long standing history of supporting public transportation by developing a microtransit system, the Downtown Tram service, which connects to the County's transit system for improved accessibility. The city has been selected to receive grant monies from the Florida Department of Transportation due to the uniqueness of the programs ability to provide mobility to over 40,000 people a year.

"The city of Stuart takes great pride in being named a Healthiest Weight Community Champion," said City Manager Paul Nicoletti. "This was a community wide endeavor and the recognition lets us know that we are on the right track toward improving the health of all of our citizens."

Palm Beach County

City of Delray Beach

Delray Beach promoted "Bike to Work Day," urging people to switch from the gas pedal to the bicycle pedal. As part of National Bike Month, Delray Beach encouraged drivers to leave their cars at home and take advantage of the ideal venue that the city offers for bike riding not only on this day, but all year long.

"The City of Delray Beach is honored to have been selected as a Healthiest Weight Community Champion," said Suzanne Fisher, Parks and Recreation Director. "We recognize the importance of health and fitness within our community and will continue to promote events, programs and activities that focus on healthy and active lifestyles for all ages."

St. Lucie County

City of Port St. Lucie

The Port St. Lucie Community Garden opened in October 2015, and is a half-acre site which was developed through the assistance of grant funding. There are 44 garden plots where the public may grow organic fruits, vegetables, herbs and flowers. Four additional plots are wheelchair accessible and are situated on concrete slabs.

"We are excited to be included as one of the healthiest weight community champions for this year," said Human Resources Director Jerome Post. "Going forward we hope to continue and expand our efforts to promote healthy living in Port St. Lucie."

About Healthiest Weight Florida

Healthiest Weight Florida is a public-private collaboration bringing together state agencies, not-for-profit organizations, businesses and entire communities to help Florida's children and adults make consistent, informed choices about healthy eating and active living. To learn more about how to be active and make nutritious food choices, visit www.healthiestweightflorida.com.

About the Florida Department of Health

The department works to protect, promote and improve the health of all people in Florida through integrated state, county and community efforts.

Follow us on Twitter at @HealthyFla and on Facebook. For more information about the Florida Department of Health please visit www.FloridaHealth.gov.

Disclaimer: If you do not wish to receive further news/releases from Florida Department of Health, please click the following link: [Remove Me]. Requests will take a maximum of 2 business days to process.

Contact information: DOH Communications Office, Florida Department of Health, 2585 Merchants Row Boulevard, Tallahassee, FL 32399

CITY OF PORT ST LUCIE

COUNCIL ITEM: 4B
DATE: 2-22-16

COUNCIL AGENDA MEMORANDUM

RESCHEDULED

Agenda Item #: ~~4B~~
Meeting Date: ~~2/8/16~~

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager

FROM: Joel Dramis, Building Code Administrator

Agenda Item: Special presentation: To Arlene Brown – Contractor Examining Board Consumer Member.

Submittal Date: 1/8/2016

STRATEGIC PLAN LINK: This item relates to our strategic plan with the Port St Lucie mission, Principle A, Exceptional Municipal Services and Principle B, Responsive to the Community

BACKGROUND: Arlene Brown served on the Contractors Examining Board as a Consumer Member from May 2005 through November 2014. Ms. Brown continued to serve after her allowable term, until a replacement was appointed.

ANALYSIS: N/A

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: N/A

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: Present plaque to Ms. Brown for her service to the City

REQUESTED MEETING DATE: 2/8/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: N/A

RECEIVED

JAN 12 2016

CITY MANAGER'S OFFICE

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7B
Meeting Date: 2/22/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager

FROM: Jasmin Padova, Executive Secretary

Agenda Item: Motion: Request by Cindi Tomaszewski for City Sponsorship of the Barnabas Christian Academy open enrollment.

Submittal Date: 2/12/2016

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 February 29th thru March 14th 2016

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 2/22/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: Code compliance summary sheet
Letter from Cindi Tomaszewski

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

Name of Organization: Barnabas Christian Academy

Location of Event: 1860 SW Fountainview Blvd

Number of Signs: 100

Date range of sign placement: 02/29/2016 to 03/14/2016

Contact Person: Cindi Tomaszewski

Phone: (772)344-1643

Email: ctomaszewski@bcacares.org

Tax Exempt 501(c)(3) Received: Yes

Staff Recommendation: Approved for Signs.

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

1860 SW Fountainview Blvd.
Port St. Lucie, FL 86
772.344.1643 Phone
772.344.1443 Fax

Bill Reed, Administrator
Cynthia L. Bartal, Upper School Principal
Linnea Pair, Lower School Principal
Cindi Tomaszewski, Business Manager
Valerie Koratich, Director of Student Services

Where Teachers Care

To Whom It May Concern:

Please permit Barnabas Christian Academy to place signs for open enrollment.

- Name of Organization
  - Barnabas Christian Academy
- Date and time of Event
  - February 29 – March 14, 2016
- Location of Event
  - Please see attached list of intersection we plan to place signs
- Applicant contact information
  - Cindi Tomaszewski
    772-344-1643
- Date range of sign placement
  - February 29 – March 14, 2016
- Number of signs to be placed in City right-of-ways
  - ~~102~~ 104
- Copy of your valid tax-exemption under section 501(c)(3) of the Internal Revenue code
  - Please see attached documents

I will oversee placement and pick up of signs.

Respectfully,

Cindi Tomaszewski

Cindi Tomaszewski

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7C
Meeting Date: 2/22/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager

FROM: Jasmin Padova, Executive Secretary

Agenda Item: Motion: Request by Hellen Wagner for City Sponsorship of the Annual Orchid Show

Submittal Date: 2/12/2016

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 March 13th thru March 22nd 2016

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 2/22/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: Code compliance summary sheet
Letter from Hellen Wagner

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

Name of Organization: Port St Lucie Orchid Society

Location of Event: Port St Lucie Community Center

Number of Signs: 100

Date range of sign placement: 03/13/2016 to 03/22/2016

Contact Person: Hellen Wagner

Phone: (772)579-3014

Email: hellenrwagner@aol.com

Tax Exempt 501(c)(3) Received: Yes

Staff Recommendation: Approved for Signs.

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

Port St. Lucie Orchid Society

Post Office Box 8421
Port St. Lucie, FL 34985
www.pslos.org

Feb 11, 2016

City of Port St. Lucie
City Council
121 SW Port St. Lucie Blvd.
Port St. Lucie, Fl. 34984

The Port St. Lucie Orchid Society is having our Annual Orchid Show at the PSL Community Center. The event runs for 3 days. March 18, 19 & 20. We are requesting a sponorship for our event signs to be on the city right of ways. Approx. 75-100 signs Thru out the city. (See attached list) Signs to be put up Sun. Mar 13 Removed no later then Tues Mar 22. Thank you for the consideration you will give this request.

Sincerely

Hellen Wagner

Hellen Wagner
Chairperson

772-579-3014

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7D
Meeting Date: 2/22/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager

THRU: Cheryl Shanaberger, Director, Procurement Management Department

FROM: Brenda Leo, Contract Specialist, Procurement Management Department

Agenda Item: Motion: #20160074 Declaration of Surplus Assets

Submittal Date: 2/11/2016

STRATEGIC PLAN LINK: Goals 2020, Financially Sound City, High Performance City Organization, Objective 3 "Have a structurally sound annual budget with current revenues supporting current services and levels of service".

BACKGROUND: City Ordinance #35.09 requires any surplus asset of $1,000 value or greater to be declared surplus and their sale approved by the City Council. The attached listing of vehicles are expected to have that value and have been retired by various departments after buying replacement vehicles in FY2014-15. On June 23, 2014 City Council approved entering into Contract #20130091 with The Public Group, L.L.C. to conduct on-line auctions for equipment.

ANALYSIS: Staff has reviewed the vehicle list attached and have determined that the on-line auction is the best solution for the sale of these surplus items. The Public Group L.L.C. conducts on-line auctions for a large group of government agencies throughout the United States which provides an excellent buyer list. Also, selling the items now will allow for an optimum price since most are in working order. The process eliminates storage cost and prevents equipment damage from being idle and there is no staff used to move and locate equipment for an on-site auction. The City has had positive results using this new process. Thirty one (31) vehicles, and fifteen (15) heavy/industrial equipment, to date have been auctioned resulting in an average of 115% increase from similar vehicles sold in last year's auction.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: To declare the attached listing as surplus and approve their sale by a public auction conducted by The Public Group, L.L.C.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 2/22/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: Vehicle List

*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

FEB 1 1 2016

CITY MANAGER'S OFFICE

City of Port St. Lucie
2015/2016 Vehicle/Trailer/Auction List
To City Council for Approval 02/22/2016

C:\Users\bleo\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Outlook\MLQNU0RP\[On Line Auction To City Council 02-22-2016.xlsx]2016

	Dept.	Unit #	Year/Make	ID Number	Fixed Asset #	City Tag	
Police Department:							
1	2131	U-08	2007 Ford Crown Victoria	2FAHP71W17X132924	13765	XA2350	
2	2131	U-22r3	2006 Ford Crown Victoria	2FAFP71W16X143802	12475	239971	
3	2131	U-197	2002 Chevy Suburban	1GNEC16Z12J129295	10501	229961	(Forfeiture)
4	2131	U-198	2007 Ford Crown Victoria	2FAHP71W27X132902	13775	XA2363	

Total - 4

COUNCIL ITEM 8A
DATE 2/22/16

MEMORANDUM

TO: MAYOR AND CITY COUNCIL
JEFF BREMER, CITY MANAGER JB

THRU: PAM E. BOOKER, CITY ATTORNEY

FROM: BRENNAN KEELER, STAFF ATTORNEY BK

DATE: FEBRUARY 10, 2016

SUBJECT: CH. 94 – NOISE ORDINANCE – SECOND READING REVISIONS
1608

As discussed at Monday's City Council meeting, additional language has been added to the *Ch. 94 – Noise, Port St. Lucie Code of Ordinances,* amendments (see attached) to further address the "plainly audible" standard. All changes are highlighted in yellow. Specifically, additions are indicated by a double underline and deletions are indicated by a ~~double strikethrough~~.

Should you have any questions or need additional information, please contact me at 871-5294.

BMJK/vt

cc: John Bolduc, Chief, Port St. Lucie Police Department
Karen Phillips, City Clerk

AN ORDINANCE AMENDING TITLE IX – GENERAL REGULATIONS, CHAPTER 94 – NOISE, OF THE CODE OF ORDINANCES OF THE CITY OF PORT ST. LUCIE, FLORIDA, BY AMENDING SECTION 94.02 DEFINITIONS TO AMEND AND ADD DEFINITIONS FOR C-WEIGHTED SOUND LEVEL, CODE ENFORCEMENT OFFICER, AND PLAINLY AUDIBLE; AMENDING SECTION 94.03 RESERVED TO ADD RESPONSIBILITY FOR COMPLIANCE; AMENDING SECTION 94.04 MAXIMUM PERMISSIBLE SOUND LEVELS TO ADD C-WEIGHTED SOUND AND AMEND TABLE I; AMENDING SECTION 94.08 ENFORCEMENT TO ADD PENALTIES AND ALTERNATE MEANS OF ENFORCEMENT; AMENDING SECTION 94.09 PENALTY TO ADD NUISANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR FILING WITH THE DEPARTMENT OF STATE; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, loud and raucous noise degrades the environment of the city to a degree that is harmful to the health, welfare, and safety of its inhabitants and visitors, interferes with the comfortable enjoyment of life and property, interferes with the well-being, tranquility, and privacy of the home, and both causes and aggravates health problems; and

WHEREAS, both the effective control and the elimination of loud and raucous noise are essential to the health and welfare of the city's inhabitants and visitors, and to the conduct of the normal pursuits of life, including recreation, work, and communication; and

WHEREAS, the city has a substantial interest in protecting citizens from unwelcome noise; and

WHEREAS, the use of sound amplification equipment creates loud and raucous noise that may, in a particular manner and at a particular time and place, substantially and unreasonably invade the privacy, peace, and freedom of inhabitants of, and visitors to, the city.

NOW, THEREFORE, THE CITY OF PORT ST. LUCIE HEREBY ORDAINS:

<u>SECTION 1</u>. Section 94.02 (Definitions) of Chapter 94 (Noise) of Title IX (General Regulations) of the Code of Ordinances of the City of Port St. Lucie is amended as follows:

Sec. 94.02. – Definitions.

<u>Double underlined</u> passages are added from 1st reading.
~~Double strikethrough~~ passages are deleted from 1st reading.

(a) The following words and phrases, when used in this chapter, shall have the meanings respectively ascribed to them in this section, unless the context clearly indicates or requires a different meaning:

A-weighted sound of pressure level. The sound pressure level as measured with a sound level meter using the A-weighting network method of decibel measurement (hereinafter dBA).

Ambient noise. The all-encompassing noise associated with a given environment, being usually a composite of sounds from many sources, near and far, independent of any single, identifiable noise source.

Boat. Every description of watercraft, barge and airboat used or capable of being used as a means of transportation on water, mode of habitation or a place of business or professional or social association on the waters within the city, including, but not limited to foreign and domestic watercraft engaged in commerce, passenger or other cargo-carrying watercraft, privately owned recreational watercraft, airboats and seaplanes, and houseboats or other floating homes.

C-weighted sound of pressure level. The sound pressure level as measured with a sound level meter using the C-weighting network method of decibel measurement (hereinafter dBC).

Code enforcement officer. Any designated employee or agent of the City whose duty it is to enforce codes and ordinances enacted by the City Council, including, but not limited to code inspectors, law enforcement officers and animal control officers.

Emergency vehicle. A motor vehicle belonging to a fire department or certified private vehicle belonging to a volunteer firefighter, or firefighting association, partnership or corporation, an ambulance, a motor vehicle belonging to a private security agency, or a motor vehicle belonging to a federal, state, county or municipal law enforcement agency; provided the vehicles are in use as an emergency vehicle by one authorized to use the vehicle for that purpose.

Emergency work. Work made necessary to restore property to a safe condition following a public calamity or work required to protect persons or property from an imminent exposure to danger.

Impulsive sound or noise of an impulsive character. Any sound of short duration, usually less than one second, with an abrupt onset and rapid decay, such as hammering and blasting.

Land use category. The classification of an area as residential, commercial or industrial, according to its use. For purposes of land use categories, the following provisions shall apply to this chapter. All premises containing habitually occupied sleeping quarters shall be considered in residential use. Hospitals, nursing homes, schools, libraries and churches shall be considered in residential use. All premises containing transient-commercial sleeping quarters shall be considered in commercial use. All premises containing businesses where sales, professional or other commercial use is legally permitted shall be considered in commercial use. Parks shall be considered in commercial use. All premises where manufacturing is legally permitted shall be

considered in industrial use. Any area not otherwise classified shall be considered in commercial use. In cases of multiple use, the more restrictive use category shall prevail.

Person. Any code enforcement officer, person, firm, association, co-partnership, joint venture, corporation or any entity, public or private in nature.

Plainly Audible. Any sound that can be detected by a person using his or her unaided hearing faculties. As an example, if the sound source under investigation is a portable or personal vehicular sound amplification or reproduction device, the detection of the rhythmic bass component of the music is sufficient to verify Plainly Audible sound. The person ~~code enforcement officer~~ need not determine or be able to discern the title, specific words, or the artist performing the song. The person must have a direct line of sight and hearing to the location producing the sound so that the person can readily identify the offending location and the distance involved.

Powered model vehicle. Any self-propelled airborne, waterborne, or landborne plane, vessel or vehicle which is not designed to carry persons including, but not limited to any model airplane, boat, car or rocket.

Real property line. An imaginary line along the real property surface, and its vertical plane extension, which separates the real property owned, rented or leased by a person from that owned, rented or leased by another person, including intrabuilding real property divisions.

Sound level. The A-weighted or C-weighted sound pressure level obtained by use of a sound level meter as specified in the American National Standards Institute specifications for sound level meters (ANSI SI 4-1983, as amended).

Sound level meter. An instrument, including a microphone, an amplifier, an output meter and frequency weighting networks, for the measurement of noise and sound levels in a manner specified by the American National Standards Institute (ANSI).

(b) All terminology used herein and not defined shall be in conformance with applicable publications of the American National Standards Institute (ANSI)

SECTION 2. Section 94.03 (Reserved) of Chapter 94 (Noise) of Title IX (General Regulations) of the Code of Ordinances of the City of Port St. Lucie is amended as follows:

Sec. 94.03. – ~~Reserved~~ Responsibility for Compliance.

For purposes of this chapter, the landlord, lessor, owner, and/or agent of the building or property and/or any person owning or having responsibility for management of a premises, however temporarily, any performer or disc jockey producing sound upon any premises, any person playing music, any person having control or volume knobs or levels, and the business as named on the business tax receipt, if applicable, shall be jointly and severally liable for compliance with this chapter and shall be responsible for any violations of this chapter.

SECTION 3. Section 94.04 (Maximum permissible sound levels) of Chapter 94 (Noise) of Title IX (General Regulations) of the Code of Ordinances of the City of Port St. Lucie is amended as follows:

Sec. 94.04. – Maximum permissible sound levels.

(a) It shall be unlawful, except as expressly permitted herein, to make, cause or allow the making of any noise or sound which violates the provisions of this chapter.

(b) No person shall operate or cause to be operated any source of sound from any location in such a manner as to create a sound level which exceeds the limits set forth in Table I below for property in the receiving land use category ~~more than any percentage of a measurement period as specified in Table I, which measurement period shall be 15 continuous minutes,~~ when measured at or beyond the approximate real property line of the receiving property.

(c) For any source of sound, the sound level shall not exceed the ~~peak~~ sound levels~~, independent of time duration,~~ set forth in Table I for each land use category.

(d) Sound projected from one property into another property within the same land use category shall not exceed the limit of that land use category. Sound projected from one land use category into another land use category with a different limit shall not exceed the limit of the receiving land use category.

(e) In the event an industrial or commercial land use category has been established on property not adjacent to a residential land use category and the adjacent property subsequently becomes a residential land use category, the noise projected from the operations of the preexisting industrial or commercial land use category into the residential land use category shall be subject to the sound level limits set forth in Table I for industrial or commercial land use categories, as appropriate.

(f) In the event the sound level limits for property in a preexisting land use category are more restrictive than those for a subsequent land use category established for the same property, the sound level limits for the preexisting land use category shall apply.

(g) For any sound projected at any time on Sunday or a holiday, the sound level limits set forth in Table I for the time between 10:00 p.m. and 7:00 a.m. shall apply.

(h) ~~For sound of an impulsive character, the sound level limits set forth in Table I shall be adjusted by subtracting five therefrom.~~ Sound level measurements shall be made with a sound level meter using the A-weighted or C-weighted scale in accordance with the standards promulgated by the American National Standards Institute (ANSI).

(i) Noise which is plainly audible at a distance of one hundred (100) feet or more in any direction from the source of the noise shall constitute a violation of this chapter. This includes, but is not limited to, amplified sound and self-contained, portable, hand-held music or sound amplification or reproduction equipment operated on private property, public property, or public right-of-way.

TABLE I

Maximum Noise Levels in A and C-Weighted Decibels

This Table establishes the maximum permissible noise levels by receiving land use category, measured in A-weighted or C-weighted decibels, which may be generated in the defined locations at the described time periods. As used below, dBA and dBC shall be the symbol designations of a noise level, using the A-weighting or C-weighting network of sound level meters.

Land Use Category	7 AM–10PM	10 PM–7AM
Residential	60dBA/65dBC	55dBA/60dBC
Commercial	65dBA/70dBC	60dBA/65dBC
Industrial	65dBA/70dBC	65dBA/70dBC

~~Maximum Permissible Sound Levels by Receiving Land Use Category~~

~~Land Use Category~~		~~Sound Level Limits (in dBA)~~						~~Peak Sound Levels (in dBA)~~
				~~Time~~				
	~~7:00 a.m.—11:00 p.m.~~				~~11:00 p.m.—7:00 a.m.~~			
	~~L_1*~~	~~L_{10}*~~	~~L_{50}*~~		~~L_1*~~	~~L_{10}*~~	~~L_{50}*~~	
~~Residential~~	~~70~~	~~65~~	~~60~~		~~65~~	~~60~~	~~55~~	~~80~~
~~Commercial~~	~~75~~	~~70~~	~~65~~		~~70~~	~~65~~	~~60~~	~~85~~
~~Industrial~~	~~75~~	~~70~~	~~65~~		~~75~~	~~70~~	~~65~~	~~85~~

Double underlined passages are added from 1st reading.
~~Double strikethrough~~ passages are deleted from 1st reading.

~~* Level L_1 represents that sound level for one percent of the measurement period of 15 minutes.~~

~~Level L_{10} represents that sound level for ten percent of the measurement period of 15 minutes.~~

~~Level L_{50} represents that sound level for 50 percent of the measurement period of 15 minutes.~~

Cross reference— Penalty, see section 94.~~9~~08.

SECTION 4. Section 94.08 (Enforcement) of Chapter 94 (Noise) of Title IX (General Regulations) of the Code of Ordinances of the City of Port St. Lucie is amended as follows:

Sec. 94.08. – Enforcement, penalties, alternate means of enforcement.

(a) *Enforcement responsibility.* Code enforcement officers ~~The police department~~ shall be responsible for the enforcement of the provisions of this chapter and the conditions stated in any special permit issued pursuant to section 94.07.

(b) ~~*Notice to appear.* Any person violating the provisions of this chapter or the conditions stated in any special permit issued pursuant to section 94.07 shall be subject to being issued a "notice to appear" by the police department. Such notice to appear will require the violator to appear before a county judge at the date, time and place so indicated on the notice to appear.~~ *Instrumentation and operators.* A sound level meter meeting the requirements of the American National Standards Institute (ANSI) shall be used in making sound level measurements provided for in this chapter. Code enforcement officers ~~Persons~~ conducting such sound level measurements shall receive training regarding such sound level measurements which shall include techniques of sound measurement and operation of a sound measuring instrument.

(c) Enforcement ~~*Instrumentation and operators.* A sound level meter meeting the requirements of the American National Standards Institute (ANSI) shall be used in making sound level measurements provided for in this chapter. Persons conducting such sound level measurements shall receive training regarding such sound level measurements which shall include techniques of sound measurement and operation of a sound measuring instrument.~~ A violation of this chapter ~~is~~ presents a serious threat to health, safety, and welfare. All violations of this section are irreparable and irreversible; and enforceable as provided in Chapter 37~~, Article III~~ of this Code.

(d) Penalties. The penalties for violating this chapter are as provided in Chapter 37~~, Article III~~ of this Code.

(e) Alternate means of enforcement. As an alternate or additional means of enforcement, the city may institute proceedings to revoke a business tax receipt pursuant to section 111.26 of this Code or seek injunctive relief.

SECTION 5. Section 94.09 (Penalty) of Chapter 94 (Noise) of Title IX (General Regulations) of the Code of Ordinances of the City of Port St. Lucie is amended as follows:

Sec. 94.09. – Nuisance ~~Penalty~~.

~~(a) Any person who violates any provision of this article shall, upon conviction, be subject to a fine in accordance with the schedule set forth herein, or imprisonment for a term not to exceed 60 days, or both.~~

~~(b) Unless otherwise stated, violations of this chapter will be subject to the following penalties:~~

~~(1) First offense, $50.00 fine~~

~~(2) Second offense, $250.00 fine~~

~~(3) Third offense and subsequent, punishable as a second degree misdemeanor as provided in F.S. § 775.082 and F.S. § 775.083 to include a $500.00 fine, and/or term of imprisonment.~~

Any violation of this Chapter shall constitute a nuisance. Relief may be granted according to the terms and conditions of Ch. 60, Florida Statutes, relating to abatement of nuisances.

SECTION 6. SEVERABILITY.

If any portion of this Ordinance is for any reason held or declared to be unconstitutional, inoperative, or void, such holding shall not affect the remaining portions of this Ordinance. If this Ordinance or any provision thereof shall be held to be inapplicable to any person, property, or circumstance, such holding shall not affect its applicability to any other person, property, or circumstance.

SECTION 7. FILING WITH THE DEPARTMENT OF STATE.

The Clerk is hereby directed forthwith to send a certified copy of this Ordinance to the Bureau of Administrative Code and Laws, Department of State, The Capitol, Tallahassee, Florida 32304.

SECTION 8. CODIFICATION.

Provisions of this ordinance shall be incorporated in the Code of Ordinances of the City of Port St. Lucie, Florida, and the word "ordinance" may be changed to "section", "article", or other appropriate word, and the sections of this ordinance may be renumbered or re-lettered to accomplish such intention; provided, however, that Sections 6 through 9 shall not be codified.

SECTION 9. EFFECTIVE DATE.

This Ordinance shall take effect on February 23, 2016.

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:

By: _____
City Attorney

Double underlined passages are added from 1st reading.
~~Double strikethrough~~ passages are deleted from 1st reading.

COUNCIL ITEM 8A DATE 2/22/16 COUNCIL ITEM 10B DATE 2/8/16

ORDINANCE 16-08

AN ORDINANCE AMENDING TITLE IX – GENERAL REGULATIONS, CHAPTER 94 – NOISE, OF THE CODE OF ORDINANCES OF THE CITY OF PORT ST. LUCIE, FLORIDA, BY AMENDING SECTION 94.02 DEFINITIONS TO AMEND AND ADD DEFINITIONS FOR C-WEIGHTED SOUND LEVEL, CODE ENFORCEMENT OFFICER, AND PLAINLY AUDIBLE; AMENDING SECTION 94.03 RESERVED TO ADD RESPONSIBILITY FOR COMPLIANCE; AMENDING SECTION 94.04 MAXIMUM PERMISSIBLE SOUND LEVELS TO ADD C-WEIGHTED SOUND AND AMEND TABLE I; AMENDING SECTION 94.08 ENFORCEMENT TO ADD PENALTIES AND ALTERNATE MEANS OF ENFORCEMENT; AMENDING SECTION 94.09 PENALTY TO ADD NUISANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR FILING WITH THE DEPARTMENT OF STATE; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, loud and raucous noise degrades the environment of the city to a degree that is harmful to the health, welfare, and safety of its inhabitants and visitors, interferes with the comfortable enjoyment of life and property, interferes with the well-being, tranquility, and privacy of the home, and both causes and aggravates health problems; and

WHEREAS, both the effective control and the elimination of loud and raucous noise are essential to the health and welfare of the city's inhabitants and visitors, and to the conduct of the normal pursuits of life, including recreation, work, and communication; and

WHEREAS, the city has a substantial interest in protecting citizens from unwelcome noise; and

WHEREAS, the use of sound amplification equipment creates loud and raucous noise that may, in a particular manner and at a particular time and place, substantially and unreasonably invade the privacy, peace, and freedom of inhabitants of, and visitors to, the city.

NOW, THEREFORE, THE CITY OF PORT ST. LUCIE HEREBY ORDAINS:

<u>SECTION 1</u>. Section 94.02 (Definitions) of Chapter 94 (Noise) of Title IX (General Regulations) of the Code of Ordinances of the City of Port St. Lucie is amended as follows:

Sec. 94.02. – Definitions.

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C-weighted sound of pressure level. The sound pressure level as measured with a sound level meter using the C-weighting network method of decibel measurement (hereinafter dBC).

Code enforcement officer. Any designated employee or agent of the City whose duty it is to enforce codes and ordinances enacted by the City Council, including, but not limited to code inspectors, law enforcement officers and animal control officers.

Emergency vehicle. A motor vehicle belonging to a fire department or certified private vehicle belonging to a volunteer firefighter, or firefighting association, partnership or corporation, an ambulance, a motor vehicle belonging to a private security agency, or a motor vehicle belonging to a federal, state, county or municipal law enforcement agency; provided the vehicles are in use as an emergency vehicle by one authorized to use the vehicle for that purpose.

Emergency work. Work made necessary to restore property to a safe condition following a public calamity or work required to protect persons or property from an imminent exposure to danger.

Impulsive sound or noise of an impulsive character. Any sound of short duration, usually less than one second, with an abrupt onset and rapid decay, such as hammering and blasting.

Land use category. The classification of an area as residential, commercial or industrial, according to its use. For purposes of land use categories, the following provisions shall apply to this chapter. All premises containing habitually occupied sleeping quarters shall be considered in residential use. Hospitals, nursing homes, schools, libraries and churches shall be considered in residential use. All premises containing transient-commercial sleeping quarters shall be considered in commercial use. All premises containing businesses where sales, professional or other commercial use is legally permitted shall be considered in commercial use. Parks shall be considered in commercial use. All premises where manufacturing is legally permitted shall be

considered in industrial use. Any area not otherwise classified shall be considered in commercial use. In cases of multiple use, the more restrictive use category shall prevail.

Person. Any person, firm, association, co-partnership, joint venture, corporation or any entity, public or private in nature.

Plainly Audible. Any sound that can be detected by a person using his or her unaided hearing faculties. As an example, if the sound source under investigation is a portable or personal vehicular sound amplification or reproduction device, the detection of the rhythmic bass component of the music is sufficient to verify Plainly Audible sound. The code enforcement officer need not determine or be able to discern the title, specific words, or the artist performing the song.

Powered model vehicle. Any self-propelled airborne, waterborne, or landborne plane, vessel or vehicle which is not designed to carry persons including, but not limited to any model airplane, boat, car or rocket.

Real property line. An imaginary line along the real property surface, and its vertical plane extension, which separates the real property owned, rented or leased by a person from that owned, rented or leased by another person, including intrabuilding real property divisions.

Sound level. The A-weighted or C-weighted sound pressure level obtained by use of a sound level meter as specified in the American National Standards Institute specifications for sound level meters (ANSI SI 4-1983, as amended).

Sound level meter. An instrument, including a microphone, an amplifier, an output meter and frequency weighting networks, for the measurement of noise and sound levels in a manner specified by the American National Standards Institute (ANSI).

(b) All terminology used herein and not defined shall be in conformance with applicable publications of the American National Standards Institute (ANSI)

SECTION 2. Section 94.03 (Reserved) of Chapter 94 (Noise) of Title IX (General Regulations) of the Code of Ordinances of the City of Port St. Lucie is amended as follows:

Sec. 94.03. – ~~Reserved~~ Responsibility for Compliance.

For purposes of this chapter, the landlord, lessor, owner, and/or agent of the building or property and/or any person owning or having responsibility for management of a premises, however temporarily, any performer or disc jockey producing sound upon any premises, any person playing music, any person having control or volume knobs or levels, and the business as named on the business tax receipt, if applicable, shall be jointly and severally liable for compliance with this chapter and shall be responsible for any violations of this chapter.

SECTION 3. Section 94.04 (Maximum permissible sound levels) of Chapter 94 (Noise) of Title IX (General Regulations) of the Code of Ordinances of the City of Port St. Lucie is amended as follows:

Sec. 94.04. – Maximum permissible sound levels.

(a) It shall be unlawful, except as expressly permitted herein, to make, cause or allow the making of any noise or sound which violates the provisions of this chapter.

(b) No person shall operate or cause to be operated any source of sound from any location in such a manner as to create a sound level which exceeds the limits set forth in Table I below for property in the receiving land use category ~~more than any percentage of a measurement period as specified in Table I, which measurement period shall be 15 continuous minutes,~~ when measured at or beyond the approximate real property line of the receiving property.

(c) For any source of sound, the sound level shall not exceed the ~~peak~~ sound levels~~, independent of time duration,~~ set forth in Table I for each land use category.

(d) Sound projected from one property into another property within the same land use category shall not exceed the limit of that land use category. Sound projected from one land use category into another land use category with a different limit shall not exceed the limit of the receiving land use category.

(e) In the event an industrial or commercial land use category has been established on property not adjacent to a residential land use category and the adjacent property subsequently becomes a residential land use category, the noise projected from the operations of the preexisting industrial or commercial land use category into the residential land use category shall be subject to the sound level limits set forth in Table I for industrial or commercial land use categories, as appropriate.

(f) In the event the sound level limits for property in a preexisting land use category are more restrictive than those for a subsequent land use category established for the same property, the sound level limits for the preexisting land use category shall apply.

(g) For any sound projected at any time on Sunday or a holiday, the sound level limits set forth in Table I for the time between 10:00 p.m. and 7:00 a.m. shall apply.

~~(h) For sound of an impulsive character, the sound level limits set forth in Table I shall be adjusted by subtracting five therefrom.~~

(h~~i~~) Sound level measurements shall be made with a sound level meter using the A-weighted or C-weighted scale in accordance with the standards promulgated by the American National Standards Institute (ANSI).

_____

TABLE I

Maximum Noise Levels in A and C-Weighted Decibels

This Table establishes the maximum permissible noise levels by receiving land use category, measured in A-weighted or C-weighted decibels, which may be generated in the defined locations at the described time periods. As used below, dBA and dBC shall be the symbol designations of a noise level, using the A-weighting or C-weighting network of sound level meters.

Land Use Category	7 AM–10PM	10 PM–7AM
Residential	60dBA/65dBC	55dBA/60dBC
Commercial	65dBA/70dBC	60dBA/65dBC
Industrial	65dBA/70dBC	65dBA/70dBC

~~Maximum Permissible Sound Levels by Receiving Land Use Category~~

~~Land Use Category~~		~~Sound Level Limits (in dBA)~~						~~Peak Sound Levels (in dBA)~~
				~~Time~~				
	~~7:00 a.m.—11:00 p.m.~~				~~11:00 p.m.—7:00 a.m.~~			
	~~L_1*~~	~~L_{10}*~~	~~L_{50}*~~		~~L_1*~~	~~L_{10}*~~	~~L_{50}*~~	
~~Residential~~	~~70~~	~~65~~	~~60~~		~~65~~	~~60~~	~~55~~	~~80~~
~~Commercial~~	~~75~~	~~70~~	~~65~~		~~70~~	~~65~~	~~60~~	~~85~~
~~Industrial~~	~~75~~	~~70~~	~~65~~		~~75~~	~~70~~	~~65~~	~~85~~

~~* Level L_1 represents that sound level for one percent of the measurement period of 15 minutes.~~

~~Level L_{10} represents that sound level for ten percent of the measurement period of 15 minutes.~~

~~Level L_{50} represents that sound level for 50 percent of the measurement period of 15 minutes.~~

Cross reference— Penalty, see section 94.~~9~~08.

SECTION 4. Section 94.08 (Enforcement) of Chapter 94 (Noise) of Title IX (General Regulations) of the Code of Ordinances of the City of Port St. Lucie is amended as follows:

Sec. 94.08. – Enforcement, penalties, alternate means of enforcement.

(a) *Enforcement responsibility.* Code enforcement officers ~~The police department~~ shall be responsible for the enforcement of the provisions of this chapter and the conditions stated in any special permit issued pursuant to section 94.07.

(b) ~~*Notice to appear.* Any person violating the provisions of this chapter or the conditions stated in any special permit issued pursuant to section 94.07 shall be subject to being issued a "notice to appear" by the police department. Such notice to appear will require the violator to appear before a county judge at the date, time and place so indicated on the notice to appear.~~ *Instrumentation and operators.* A sound level meter meeting the requirements of the American National Standards Institute (ANSI) shall be used in making sound level measurements provided for in this chapter. Code enforcement officers ~~Persons~~ conducting such sound level measurements shall receive training regarding such sound level measurements which shall include techniques of sound measurement and operation of a sound measuring instrument.

(c) Enforcement ~~*Instrumentation and operators.* A sound level meter meeting the requirements of the American National Standards Institute (ANSI) shall be used in making sound level measurements provided for in this chapter. Persons conducting such sound level measurements shall receive training regarding such sound level measurements which shall include techniques of sound measurement and operation of a sound measuring instrument.~~ A violation of this chapter is a civil infraction and enforceable as provided in Chapter 37, Article III of this Code.

(d) Penalties. The penalties for violating this chapter are as provided in Chapter 37, Article III of this Code.

(e) Alternate means of enforcement. As an alternate or additional means of enforcement, the city may institute proceedings to revoke a business tax receipt pursuant to section 111.26 of this Code or seek injunctive relief.

SECTION 5. Section 94.09 (Penalty) of Chapter 94 (Noise) of Title IX (General Regulations) of the Code of Ordinances of the City of Port St. Lucie is amended as follows:

Sec. 94.09. – Nuisance ~~Penalty~~.

~~(a) Any person who violates any provision of this article shall, upon conviction, be subject to a fine in accordance with the schedule set forth herein, or imprisonment for a term not to exceed 60 days, or both.~~

~~(b) Unless otherwise stated, violations of this chapter will be subject to the following penalties:~~

~~(1) First offense, $50.00 fine~~

~~(2) Second offense, $250.00 fine~~

~~(3) Third offense and subsequent, punishable as a second degree misdemeanor as provided in F.S. § 775.082 and F.S. § 775.083 to include a $500.00 fine, and/or term of imprisonment.~~

Any violation of this Chapter shall constitute a nuisance. Relief may be granted according to the terms and conditions of Ch. 60, Florida Statutes, relating to abatement of nuisances.

SECTION 6. SEVERABILITY.

If any portion of this Ordinance is for any reason held or declared to be unconstitutional, inoperative, or void, such holding shall not affect the remaining portions of this Ordinance. If this Ordinance or any provision thereof shall be held to be inapplicable to any person, property, or circumstance, such holding shall not affect its applicability to any other person, property, or circumstance

SECTION 7. FILING WITH THE DEPARTMENT OF STATE.

The Clerk is hereby directed forthwith to send a certified copy of this Ordinance to the Bureau of Administrative Code and Laws, Department of State, The Capitol, Tallahassee, Florida 32304.

SECTION 8. CODIFICATION.

Provisions of this ordinance shall be incorporated in the Code of Ordinances of the City of Port St. Lucie, Florida, and the word "ordinance" may be changed to "section", "article", or other appropriate word, and the sections of this ordinance may be renumbered or re-lettered to accomplish such intention; provided, however, that Sections 6 through 9 shall not be codified.

SECTION 9. EFFECTIVE DATE.

This Ordinance shall take effect on February 23, 2016.

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:

By: _____
City Attorney

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 10B
Meeting Date: 2/8/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager JB

THRU: Pam Booker, City Attorney

FROM: Brennan Keeler, Staff Attorney BK

Agenda Item: Ordinance: AN ORDINANCE AMENDING TITLE IX – GENERAL REGULATIONS, CHAPTER 94 – NOISE, OF THE CODE OF ORDINANCES OF THE CITY OF PORT ST. LUCIE, FLORIDA, BY AMENDING SECTION 94.02 DEFINITIONS TO AMEND AND ADD DEFINITIONS FOR C-WEIGHTED SOUND LEVEL, CODE ENFORCEMENT OFFICER, AND PLAINLY AUDIBLE; AMENDING SECTION 94.03 RESERVED TO ADD RESPONSIBILITY FOR COMPLIANCE; AMENDING SECTION 94.04 MAXIMUM PERMISSIBLE SOUND LEVELS TO ADD C-WEIGHTED SOUND AND AMEND TABLE I; AMENDING SECTION 94.08 ENFORCEMENT TO ADD PENALTIES AND ALTERNATE MEANS OF ENFORCEMENT; AMENDING SECTION 94.09 PENALTY TO ADD NUISANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR FILING WITH THE DEPARTMENT OF STATE; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.

Submittal Date: 1/29/2016 16-08

STRATEGIC PLAN LINK: Port St. Lucie City Government Mission to provide Exceptional Municipal Services; Responsive to the Community.

BACKGROUND: Chapter 94, Port St. Lucie Code of Ordinances, regulates noise within the City of Port St. Lucie. As currently written, the ordinance does not provide a means to enforce noise on the C-weighting network of sound level. Additionally, the ordinance limits enforcement to police officers only and does not make the owner/agent of the property responsible for violations.

ANALYSIS: In order to address the above deficiencies, definitions have been added for "C-weighted sound pressure level," "Code Enforcement Officer," and "Plainly Audible." Responsibility for compliance with the ordinance is extended to the

landlord/lessor/owner/agent of the building or property. Enforcement responsibility is now expanded to broadly include "Code Enforcement Officers" under the amended definition.

Table I has been amended to simplify enforcement of the ordinance. There are no longer measurement periods and noise limits associated with percentages of the measurement periods, but rather an established maximum permissible noise level threshold. A maximum permissible noise level has been added for measurement in C-weighted decibels in order to address frequencies that are lower than those detected in A-weighted decibels.

The enforcement provision related to violations and penalties has been clarified so that it is clearly understood that the civil infraction process provided for in Chapter 37, Article III of the Code is the method by which violations of the ordinance are prosecuted and penalized. While already available, alternate means of enforcement are expressly established in the ordinance, specifically business tax receipt revocation and injunctive relief. Lastly, a new section declaring any violation to constitute a nuisance has been created to expressly provide relief under Ch. 60, Florida Statutes.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: Approved by Staff Attorney Brennan Keeler on 1/28/2016 as to form.

STAFF RECOMMENDATION: Approval

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: 5 minutes (if needed).

REQUESTED MEETING DATE: 2/8/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: Ordinance 16-

RECEIVED

JAN 2 9 2016

CITY MANAGER'S OFFICE

ORDINANCE 16-09

AN ORDINANCE AMENDING CHAPTER 37 OF THE CITY OF PORT ST. LUCIE CODE OF ORDINANCES; § 37.03 DEFINITIONS, TO AMEND THE DEFINITION OF A CODE COMPLIANCE SPECIALIST TO INCLUDE ANY CITY EMPLOYEES WHOSE DUTY IT IS TO ENFORCE CITY CODES AND ORDINANCES, AMENDING § 37.05, ENFORCEMENT PROCEDURE, AMENDING § 37.06, CONDUCT OF HEARING, PROVIDING FOR SEVERABILITY; AMENDING § 37.07 ADMINISTRATIVE FINES; LIENS; DURATION; COLLECTION, AMENDING § 37.09, NOTICES; AMENDING § 37.20, CITATIONS, NOTICES TO APPEAR, PENALTIES, PROVIDING FOR FILING WITH THE DEPARTMENT OF STATE; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 37 of the City's Code of Ordinances establishes a Special Magistrate; and

WHEREAS, Section 37.03 of the City's Code currently defines a "Code Compliance Specialist" as any authorized agent or employee of the City whose duty it is to ensure code compliance; and

WHEREAS, the Florida State Statutes, Chapter 162 defines a "Code Enforcement Officer" as any designated employee or agent of a municipality whose duty it is to enforce codes and ordinances enacted by the City Council; and

WHEREAS, "Code Compliance Specialist" is used throughout the City's Code of Ordinances; and

WHEREAS, it is necessary to amend the City's Code of Ordinances to amend the definition of a Code Compliance Specialist so it may accurately reflect the City's intent to include any designated employee or agent of the City, including, but not limited to Police Officers, Code Enforcement Officers and Animal Control Officers.

NOW THEREFORE, THE CITY OF PORT ST. LUCIE HEREBY ORDAINS:

SECTION 1. The City's Code of Ordinances, Chapter 37 is hereby amended to read as follows:

Sec. 37.01. - Establishment of special magistrate.

There is hereby established, pursuant to Chapter 162, Florida Statutes ~~(2004)~~ (2015) incorporated by reference herein, the office of special magistrate who shall have all the powers and authority of a code enforcement board. The city council may appoint one or more special magistrates who shall have all the powers and authority of a code enforcement board.

Sec. 37.02. - Intent.

It is the intent of this chapter to promote, protect, and improve the health, safety, and welfare of the citizens of the city by appointing a special magistrate with the authority to impose administrative fines and other non-criminal penalties in order to provide an equitable, expeditious, effective, and inexpensive method of enforcing any codes and ordinances in force in the city, where a pending or repeated violation continues to exist.

Sec. 37.03. - Definitions.

For the purpose of this chapter the following definitions shall apply unless the context clearly indicates or requires a different meaning.

City attorney. Attorney for the city.

City council. The council of the city.

~~Code compliance specialist. Any authorized agent or employee of the city whose duty is to ensure code compliance~~.

Code Enforcement Officer. Any designated employee or agent of the City whose duty it is to enforce codes and ordinances enacted by the City Council, including, but not limited to code inspectors, code compliance specialists, law enforcement officers and animal control officers.

Repeat violation. A violation of a provision of a code or ordinance by a person who has been previously found, by the special magistrate, through a code enforcement board, or any other quasi-judicial or judicial process, to have violated or who has admitted

violating the same provision within five years prior to the violation, notwithstanding the violations occur at different locations.

Special magistrate. An attorney and member of the Florida Bar who shall be appointed by the city council to preside over code compliance matters and who may be discharged by the city council at its discretion, with or without cause. The special magistrate shall have the jurisdiction and authority to hear and to decide alleged violations and exercise the powers of a code enforcement board as provided in F.S. ch. 162, and this chapter.

ARTICLE II. - ORGANIZATION AND PROCEDURE

Sec. 37.04. - Special magistrate.

(a) Powers. The special magistrate shall have the power to:

(1) Adopt rules for the conduct of its hearings;

(2) Subpoena alleged violators and witnesses to its hearings. Subpoenas may be served by the police department of the city;

(3) Subpoena evidence to its hearings;

(4) Take testimony under oath;

(5) Issue orders having the force of law commanding whatever steps are necessary to bring a violation into compliance.

Sec. 37.05. - Enforcement procedure.

(a) It shall be the duty of the ~~code compliance specialist~~ Code Enforcement Officer to initiate compliance proceedings of various codes. The special magistrate shall not have the power to initiate compliance proceedings.

(b) Except as provided in subsection (c), if a violation of the codes is found, the ~~code compliance specialist~~ Code Enforcement Officer shall notify the violator and give that person a reasonable time to correct the violation. Should the violation continue beyond the time specified for correction, the ~~code compliance specialist~~ Code Enforcement Officer shall notify the special magistrate and request a hearing

pursuant to the procedure in section 37.06. The violator shall be noticed of such hearing in accordance with section 37.09

(c) If the ~~code compliance specialist~~ Code Enforcement Officer has reason to believe a violation, or the condition causing a violation, presents a serious threat to the public health, safety, and welfare, or if the violation is irreparable or irreversible in nature, the ~~code compliance specialist~~ Code Enforcement Officer shall make a reasonable effort to notify the violator and may immediately notify the special magistrate and request a hearing.

(d) If the violation is corrected and then recurs or if the violation is not corrected by the time specified for correction by the ~~code compliance specialist~~ Code Enforcement Officer, the case may be presented to the special magistrate even if the violation has been corrected prior to the hearing, and the notice shall so state.

(e) If a repeat violation is found, the ~~code compliance specialist~~ Code Enforcement Officer shall notify the violator but is not required to give the violator a reasonable time to correct the violation. The ~~code compliance specialist~~ Code Enforcement Officer, upon notifying the violator of a repeat violation, shall notify the special magistrate and request a hearing. The special magistrate shall schedule a hearing and shall provide notice pursuant to section 37.09. The case may be presented to the special magistrate even if the repeat violation has been corrected prior to the hearing, and the notice shall so state. If the repeat violation has been corrected, the special magistrate retains the right to schedule a hearing to determine costs and impose the payment of reasonable fees upon the violator. The repeat violator may choose to waive his or her rights to this hearing and pay the costs as determined by the special magistrate.

(f) If the owner of property, which is subject to a compliance proceeding before the special magistrate or court, transfers ownership of such property between the time the initial notice was served and the time of the hearing, such owner shall:

(1) Disclose, in writing, the existence and the nature of the proceeding to the prospective transferee.

(2) Deliver to the prospective transferee a copy of the pleadings, notices, and other materials relating to the code compliance proceeding received by the transferor.

(3) Disclose to the prospective transferee, in writing, that the new owner will be responsible for compliance with the applicable code and with orders issued in the code compliance proceeding.

(4) File a notice with the code compliance division of the transfer of the property, with the identity and address of the new owner and all copies of the disclosures made to the new owner, within five days after the date of the transfer.

A failure to make disclosures described in subsections (1), (2), and (3) before the transfer, creates a rebuttable presumption of fraud. If the property is transferred before the hearing, the proceeding shall not be dismissed, but the new owner shall be provided a reasonable period of time to correct the violation before the hearing is held.

Sec. 37.06. - Conduct of hearing.

(a) Upon request of the ~~code compliance specialist~~ Code Enforcement Officer, or at such other times as may be necessary, the special magistrate may call hearings at any hearing, the special magistrate may set a future hearing date. The special magistrate shall attempt to convene no less frequently than once every two months, but may convene more or less often as the demand necessitates. Minutes shall be kept of all meetings by the special magistrate and all hearings and proceedings shall be open to the public. The city council shall provide clerical and administrative personnel as may be reasonably required by the special magistrate for the proper performance of his or her duties.

(b) Each case before the special magistrate shall be presented by the city attorney, or by a member of the administrative staff of the city. If the city prevails in prosecuting the case before the special magistrate, it shall be entitled to recover shall costs incurred in prosecuting the case before the special magistrate and such costs may be included in the lien authorized under section 162.09(3), Florida statutes.

(c) The special magistrate shall proceed to hear the cases on the agenda for that date. All testimony shall be under oath and shall be recorded. The special magistrate shall take testimony from the ~~code compliance specialist~~ Code Enforcement Officer and the alleged violator. Formal rules of evidence shall not apply, but fundamental due process shall be observed and shall govern these proceedings.

(d) At the conclusion of the hearings, the special magistrate shall issue findings of fact, based on evidence of record and conclusions of law, and shall issue an order affording the proper relief consistent with powers granted herein. The order may include a notice that it must be complied with by a specific date and that a fine may be imposed and that, under the conditions specified in section 37.07(a)(1), the cost of repairs and the cost of compliance may be included along with the fine if the order is not complied with by that date. A certified copy of such order may be recorded in the public records of the county and shall constitute notice to any subsequent purchasers, successors in interest, or assigns if the violation concerns real property, and the findings therein shall be binding upon the violator and, if the violation concerns real property, any subsequent purchasers, successors in interest, or assigns.

Sec. 37.07. - Administrative fines; liens; duration of liens; collection.

(a) (1) The special magistrate, upon notification by the ~~code compliance specialist~~ Code Enforcement Officer that the previous order of the special magistrate has not been complied with by the set time, or that a repeat violation has been committed, may order the violator to pay a fine in an amount specified in this section for each day the violation continues past the date set by the special magistrate for compliance or, in the case of a repeat violation, for each day the repeat violation continues, beginning with the date the repeat violation is found to have occurred by the ~~code compliance specialist~~ Code Enforcement Officer. In addition, if the violation is a violation described in section 37.05(c), the special magistrate shall notify the city council, which may make all reasonable repairs required to bring the property into compliance and charge the violator with the reasonable cost of the repairs and cost of compliance along with the fine imposed pursuant to this

section. Making such repairs does not create a continuing obligation on the part of the city to make further repairs or to maintain the property and does not create any liability against the city for any damages to the property if such repairs were completed in good faith. If a finding of a violation or a repeat violation has been made as provided in this section, a hearing shall not be necessary for issuance of the order imposing the fine. The city, having a population greater than 50,000, determines that a fine imposed pursuant to this section shall not exceed $1,000.00 per day for a first violation and shall not exceed $5,000.00 per day for a repeat violation, and in addition, may include all cost of repairs and all costs incurred for enforcement of the Code. However, if the special magistrate finds the violation to be irreparable or irreversible in nature, it may order the violator to pay a fine not to exceed $15,000.00 per violation.

(2) In determining the amount of the fine, if any, pursuant to this section, the special magistrate shall consider the following factors:

a. The gravity of the violation;

b. Any actions taken by the violator to correct the violation;

c. Any previous violations committed by the violator; or

d. Any combination of a, b, and c, or any other relevant circumstances to the violation.

(3) a. The special magistrate may reduce a fine imposed pursuant to this section.

b. The special magistrate may modify or partially release liens according to the following application guidelines.

1. Application for modification must be made by the violator or owner of the violating property.

2. Payment in the amount of $350.00 must be made with the application.

3. The violation must be cured, and no other violation may be present.

4. Partial release of lien against a non-offending property will be decided by the special magistrate upon application and in the event granted, shall

include a provision that administrative and hard costs attributed to the offending property be paid by the applicant.

5. The prior modifications and releases issued by the special magistrate (and previously existing code enforcement board) are hereby approved and ratified.

(4) A certified copy of an order imposing a fine or a fine plus repair and administrative costs shall be recorded in the public records of the county and thereafter shall constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the violator, and, if the violation concerns real property, any subsequent purchasers, successors in interest, or assigns. Such lien shall accrue interest at the rate determined by the Chief Financial Officer of the State of Florida, pursuant to Section 55.03, Florida Statutes. Upon petition to the circuit court, such order shall be enforceable in the same manner as a court judgment by the sheriffs of this state, including execution and levy against the personal property of the violator, but such order shall not be deemed to be a court judgment except for enforcement purposes. After three months from the filing of any lien, which remains unpaid, the special magistrate may authorize the city attorney to foreclose the lien or to sue to recover a money judgment for the amount of the lien plus accrued interest. A fine imposed pursuant to this section shall continue to accrue until the violator comes into compliance or until judgment is rendered in a suit to foreclose on a lien filed pursuant to this section, whichever occurs first. No lien created pursuant to the provisions of this section may be foreclosed on real property which is a homestead under Article X, Section 4 of the State Constitution. A lien arising from a fine imposed pursuant to this section runs in favor of the city council and the city council may execute a release of any lien pursuant to this section.

(5) The City of Port St. Lucie City Manager or his designee shall have the authority to assign ~~code compliance~~ liens to a private third party for collection at its discretion, provided its contract with said third party provides the following:

a. The city shall retain the power to decide which liens to assign;

b. The city shall retain the power to decide what collection techniques are permissible and to prohibit use of any technique it finds objectionable;

c. The city shall retain the power to take back any assigned debt or lien; and

d. The city shall retain the power to terminate the contract for any or no reason.

(b) No lien provided under this chapter shall continue for a period longer than 20 years after the certified copy of an order imposing a fine has been recorded, unless, within that time an action to foreclose on the lien is commenced in a court of competent jurisdiction. In an action to foreclose on a lien or a money judgment, the prevailing party is entitled to recover all costs, including reasonable attorney fees. The continuation of the lien affected by the commencement of the action shall not be good against creditors or subsequent purchasers of valuable consideration without notice, unless a notice of *lis pendens* is recorded. The city council shall be entitled to collect all costs incurred in recording and satisfying a valid lien.

Sec. 37.08. - Appeals.

An aggrieved party, including the city council, may appeal a final administrative order of the special magistrate to the circuit court. Such an appeal shall not be a hearing de novo, but shall be limited to appellate review of the record created before the special magistrate. An appeal shall be filed within 30 days of the execution of the order to be appealed.

Sec. 37.09. - Notices.

(a) All notices required by this chapter shall be by certified mail, return receipt requested to the owner of the property in question at the address listed in the tax collector's office for tax notices and at any other address provided to the local government by such owner. Such notice shall be presumed to be received by the property owner; notwithstanding its return by the post office as unclaimed or refused. If such mailing is returned as unclaimed or refused, notice may be provided, by hand delivery by the sheriff or other law enforcement officer, code compliance specialist Code Enforcement Officer, or other person designated by the city council, or, by leaving the notice at the violator's usual place of residence with any person residing therein who

is above 15 years of age and informing such person of the contents of the notice. In the case of commercial premises, notice may be left with the manager or other person in charge.

(b) In addition to providing notice as set forth in subsection (a), at the option of the special magistrate, notice may also be served by publication or posting, as follows:

(1) Such notice shall be published once during each week for four consecutive weeks (four publications being sufficient) in a newspaper of general circulation in the county where the special magistrate is located. Proof of publication shall be made by the publisher or ~~code compliance specialist~~ Code Enforcement Officer so designated.

(2) In lieu of publication as described in paragraph (1), such notice may be posted at least ten days prior to the hearing or prior to the expiration of any deadline contained in the notice, in at least two locations, one of which shall be the property upon which the violation is alleged to exist, and the other shall be at the primary municipal government office for such notices. Proof of posting shall be by affidavit of the person posting the notice, which affidavit shall include a copy of the notice posted and the date and places of its posting.

(3) Notice by publication or posting may run concurrently with, or may follow, an attempt or attempts to provide notice by hand delivery or by mail as required under subsection (a). Evidence that an attempt has been made to hand deliver or mail notice, as provided in subsection (a), or proof of publication or posting, as provided in subsection (b), shall be sufficient to show that the notice requirements of this part have been met, without regard as to whether or not the alleged violator actually received such notice.

Secs. 37.10—37.19. - Reserved.

ARTICLE III. - ENFORCEMENT PROCEDURES AND SCHEDULE OF PENALTIES

Sec. 37.20. - Citations; notices to appear; penalties.

(a) A ~~code compliance specialist~~ Code Enforcement Officer is authorized to issue a citation or notice to appear to a person when, based upon personal investigation, the ~~code compliance specialist~~ Code Enforcement Officer has reasonable cause to believe that the person has committed a civil infraction in violation of a duly enacted code or ordinance and that the county court will hear the charge at a specified date and time. A notice to appear means a written order issued by a ~~code compliance specialist~~ Code Enforcement Officer in lieu of physical arrest.

(b) Prior to issuing a citation or notice to appear, a ~~code compliance specialist~~ Code Enforcement Officer or other regulatory agencies as may be appropriate shall provide notice to the person that the person has committed a violation of a code or ordinance and shall establish a reasonable time period within which the person must correct the violation. Such time period shall be no more than 30 days. If, upon personal investigation, a ~~code compliance specialist~~ Code Enforcement Officer finds that the person has not corrected the violation within the time period, a ~~code compliance specialist~~ Code Enforcement Officer may issue a citation or notice to appear to the person who has committed the violation. If a repeat violation is found or if the ~~code compliance specialist~~ Code Enforcement Officer has reason to believe that the violation presents a serious threat to the public health, safety, or welfare, or if the violation is irreparable or irreversible, or that the violator is engaged in violation of an itinerant or transient nature within the jurisdiction while moving from place to place, a ~~code compliance specialist~~ Code Enforcement Officer does not have to provide the person with a reasonable time period to correct the violation and may immediately issue a citation or notice to appear.

(c) A citation or notice to appear issued by a ~~code compliance specialist~~ Code Enforcement Officer shall be in a form prescribed by the city council and shall contain:

(1) The date and time of issuance.

(2) The name and address of the person to whom the citation or notice to appear is issued.

(3) The date and time the civil infraction was committed.

(4) The facts constituting reasonable cause.

(5) The number or section of the code or ordinance violated.

(6) The name and authority of the code compliance specialist Code Enforcement Officer.

(7) The procedure for the person to follow in order to pay the civil penalty or to contest the citation.

(8) The applicable civil penalty if the person elects to contest the citation.

(9) The applicable civil penalty if the person elects not to contest the citation.

(10) A conspicuous statement that if the person fails to pay the civil penalty within the time allowed, or fails to appear in court to contest the citation, the person shall be deemed to have waived his or her right to contest the citation and that, in such case, judgment may be entered against the person for an amount up to the maximum civil penalty.

(d) After issuing a citation or notice to appear to an alleged violator, a ~~code compliance specialist~~ Code Enforcement Officer shall deposit the original citation or notice to appear and one copy of the citation or notice to appear with the county court.

(e) Any person who is issued a citation by a ~~code compliance specialist~~ Code Enforcement Officer may contest the citation by appearing in the county court at the date and time specified in the citation and advising the court that they wish to contest the citation and request a hearing on the matter. A hearing shall then take place at a time set by the court to provide the city and the person, to whom the citation was issued, an opportunity to present evidence concerning the violation to the court.

(f) Penalties. A violation of a code or an ordinance enforced pursuant to such section is a civil infraction. The maximum civil penalty shall not exceed $500.00. If the person who has committed the civil infraction does not contest the citation, the civil penalty shall be less than the maximum ($500.00).

(g) The civil penalty provided for the disposition of a citation issued pursuant to this chapter shall be as follows:

Number of Violations Within Any 12-Month Period	Amount of Fine If Not Contested	Amount of Fine If Contested
First Offense	$100.00	$200.00
Second Offense	300.00	400.00
Third Offense	450.00	500.00

(h) Any person who willfully refuses to sign and accept a citation or notice to appear issued by a ~~code compliance specialist~~ Code Enforcement Officer shall be guilty of a misdemeanor of the second degree, punishable as provided in F.S. § 775.083. If a person issued a notice to appear under this section refuses to sign such notice, the ~~code compliance specialist~~ Code Enforcement Officer has no authority to arrest such person.

(i) The provisions of this section shall not apply to the enforcement pursuant to Sections 553.79 and 553.80, Florida Statutes, of building codes adopted pursuant to Section 553.73, Florida Statutes, as they apply to construction, provided that a building permit is either not required or has been issued by the city. For purposes of this chapter, building codes means only those codes adopted pursuant to Section 553.73, Florida Statutes.

(j) The provisions of this section are an additional and supplemental means of enforcing a code or ordinance. Nothing contained in this section shall prohibit the special magistrate from enforcing a code or ordinance by any other means.

SECTION 2. SEVERABILITY.

If any portion of this Ordinance is for any reason held or declared to be unconstitutional, inoperative, or void, such holding shall not affect the remaining portions of this Ordinance. If this Ordinance or any provision thereof shall be held to be inapplicable to any person, property, or circumstance, such holding shall not affect its applicability to any other person, property, or circumstance.

SECTION 3. FILING WITH THE DEPARTMENT OF STATE.

The Clerk is hereby directed forthwith to send a certified copy of this Ordinance to the Bureau of Administrative Code and Laws, Department of State, The Capitol, Tallahassee, Florida 32304.

SECTION 4. CODIFICATION.

Provisions of this ordinance shall be incorporated in the Code of Ordinances of the City of Port St. Lucie, Florida, and the word "ordinance" may be changed to "section", "article", or other appropriate word, and the sections of this ordinance may be renumbered or re-lettered to accomplish such intention; provided, however, that Sections 2 through 4 shall not be codified.

SECTION 5. EFFECTIVE DATE.

This ordinance shall become effective 10 days after its 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

By: _____

Karen A. Phillips, City Clerk

APPROVED AS TO FORM:

By: _____

City Attorney

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 10C
Meeting Date: 2/8/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager JB

THRU: Pam E. Booker, City Attorney

FROM: Stefanie Beskovoyne, Assistant City Attorney SB

Agenda Item: Ordinance: AMENDING CHAPTER 37 OF THE CITY'S CODE OF ORDINANCES TO DEFINE A CODE ENFORCEMENT OFFICER

Submittal Date: 1/29/2016 1609

STRATEGIC PLAN LINK: PROVIDING EXCELLENT CUSTOMER SERVICE AND RESPONSIVE TO THE COMMUNITY

BACKGROUND: Section 37.03 of the City's Code currently defines a "Code Compliance Specialist" as any authorized agent or employee of the City whose duty it is to ensure code compliance. The Florida State Statutes, Chapter 162 defines a "Code Enforcement Officer" as any designated employee or agent of a municipality whose duty it is to enforce codes and ordinances enacted by the City.

ANALYSIS: "Code Compliance Specialist" is used throughout the City's Code of Ordinances; it is necessary to amend the City's Code of Ordinances to delete the definition of a Code Compliance Specialist and add "Code Enforcement Officer." A Code Enforcement Officer may include any designated employee or agent of the City whose duty it is to enforce codes and ordinances, including, but not limited to code inspectors, law enforcement officers and animal control officers.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: This Ordinance was reviewed by Attorney Stefanie Beskovoyne and is approved as to form.

STAFF RECOMMENDATION: Staff recommends approval.

SPECIAL CONSIDERATION: The City Council will consider amending the City's "Noise Ordinance" and amending the definition of a Code Compliance Specialist is necessary to allow various City employees the authority to properly write citations for violations of the City's Code of Ordinances.

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 2/8/2016

LOCATION OF PROJECT: City wide

ATTACHMENTS: Ordinance

RECEIVED

JAN 2 9 2016

CITY MANAGER'S OFFICE

COUNCIL ITEM 8C
DATE 2/22/16

COUNCIL ITEM 10D
DATE 2/8/16

ORDINANCE 16-10

AN ORDINANCE AUTHORIZING THE ABANDONMENT AND RELEASE OF A PORTION PLATTED TEN FOOT PUBLIC UTILITY EASEMENT AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 28 AT PAGE 22 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; ABANDONING AND RELEASING SAID PORTION OF THE PUBLIC UTILITY EASEMENT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Plat of Port St. Lucie Square, recorded on May 21, 2990 in Plat Book 28 at Page 22 of the Public Records of St. Lucie, Florida, includes the dedication of a ten-foot (10') utility easement to the public for the construction and maintenance of utilities; and

WHEREAS, a portion of the utility easement lies under a building improvement that was constructed on the subject commercial site located at 10400 South U.S. Highway 1 in Port St. Lucie, Florida (the "10400 Property"), and is more specifically described in Exhibit "A," which is attached hereto and incorporated herein; and

WHEREAS, the 10400 Property is presently owned by the City but is under contract to sell to EMD Holdings, LLC, an Ohio limited liability company ("EMD Holdings"); and

WHEREAS, EMD Holdings has requested that the City abandon and release its interest in the utility easement that runs underneath the building improvement; and

WHEREAS, City Staff has determined that there are no utility improvements that are either owned or maintained by the City within the utility easement area over which a building was constructed; and

WHEREAS, the City desires to release, vacate and abandon its interests in and to a portion of the platted ten-foot (10') utility easement, which is more specifically and legally described in the attached Exhibit "B."

NOW THEREFORE, THE CITY OF PORT ST. LUCIE HEREBY ORDAINS:

Section 1. The City Council of the City of Port St. Lucie, Florida hereby adopts and ratifies those matters set forth in the foregoing recitals.

Section 2. That there is hereby authorized the abandonment and release of the portion of the platted utility easement that is more specifically and legally described in Exhibit "B," which is attached hereto and incorporated herein. The proposed abandonment and release of the portion of the utility easement is contingent upon the closing and consummation of the sale of the 10400 Property to EMD Holdings. The Mayor and City

Officials are hereby authorized to execute any and all documents necessary to formalize and complete the abandonment of easement contemplated herein.

Section 3. That this Ordinance shall become effective immediately 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:_____
City Attorney

CITY COUNCIL
AGENDA MEMORANDUM

EXHIBIT

"1"

Fredric J. Robbins[1]
James M. Kelly
Mark C. Patterson[2]
Jack L. Tucker[2]
Thomas M. Gaier
Daniel J. Temming[3]
William D. Sherman
Barry A. Spaeth
Michael A. Galasso[2,3]
Richard O. Hamilton, Jr.[1]
Jarrod M. Mohler
Michael R. Yeazell
Mary M. Sherman[2]
Joseph C. Robbins
Jacob G. Samad[2]

RKPT
A Legal Professional Association
ROBBINS
KELLY
PATTERSON
TUCKER

Elizabeth S. DeHaan
Esther M. Norton
Stephen M. Sager
Dennis P. Deters
Robert M. Ernst
Christopher S. Houston[1]
N. Drew Skjoldal[2]

[1] Also Admitted in Florida
[2] Also Admitted in Kentucky
[3] Also Admitted in Indiana

7 West Seventh Street Suite 1400 Cincinnati, Ohio 45202-2417
Telephone 513.721.3330 Fax 513.721.5001

Mason Office: 315 West Main Street Mason, Ohio 45040

www.rkpt.com

VIA Email (AGoldstein@cityofpsl.com) and
VIA Federal Express (Tracking # 7753 0560 3356)

December 29, 2015

City of Port St. Lucie
121 S.W. Port St. Lucie Blvd.
Port St. Lucie, FL 34984
Attn: Azlina Goldstein Siegel, Asst. City Attorney

Dear Ms. Goldstein Siegel:

Re: Sale of 10400 South US Highway One ("Property") by City of Port St. Lucie ("Seller") to EMD Holdings, LLC ("Buyer") under Agreement for Sale and Purchase dated December 1, 2015 ("Contract")
RKPT File No: CL1964 I001

My firm represents the Buyer with respect to the Contract referenced above. Please accept this letter as the Buyer's formal report of title and survey defects as required by sections 8 and 9 of the Contract. Buyer objects to and requires the following:

1) Title:
   a. Buyer requires affirmative coverage from the title company insuring the Property may be used as a general call center without conflicting with any restrictions affecting the Property. See the letter from DEI Property Management LLC enclosed. The title company is currently reviewing the letter along with the title exception documents to determine if they can provide such affirmative coverage to Buyer.
   b. Satisfaction and deletion of all Schedule B-I requirements. See the Title Commitment from Chicago Title Insurance Company enclosed. (May be completed at Closing)
   c. Deletion of exceptions 1-3 on Schedule B-II. (May be completed at Closing)

2) Survey:
   a. Release of 10' public utility easement set forth in Plat Book 28, Page 22 which runs through and under the building on the Property. See the Boundary Survey from Betsy Lindsay, Inc. enclosed.

b. Release of the portion of "Tract D" dedicated to the Port St. Lucie Square Property Owners Association, Inc. for utilities, drainage and roadway purposes as set forth in Plat Book 28, Page 22 which encroaches into the northern portion of the building.

The Contract provides the Seller 10 days to cure the defects set forth above. If the Seller fails to cure such defects within 10 days of this notice, the Buyer may thereafter either proceed to Closing and take the Property "as-is," or may terminate the Contract. We will be in touch as the title company determines if such affirmative coverage set forth above can be provided. Please let us know if you are able to satisfy any of the foregoing defects.

Sincerely,

Michael R. Yeazell

cc: Daniel Holbrook, Asst. City Manager

CITY COUNCIL
AGENDA MEMORANDUM

EXHIBIT

"2"

CITY OF PORT ST. LUCIE

CITY ATTORNEY

January 8, 2016

VIA FEDEX NO.: 8047 6855 1019
VIA EMAIL: MYEAZELL@RKPT.COM

Michael R. Yeazell, Esq.
ROBBINS, KELLY, PATTERSON & TUCKER
7 West Seventh Street, Suite 1400
Cincinnati, OH 45202

RE: SALE OF THE 10400 PROPERTY – 10400 South U.S. Highway 1, Port St. Lucie, Florida
/Response to Letter on Title & Survey Defects

Dear Mr. Yeazell:

As you know, the City has received and reviewed your letter dated December 29, 2015, in which you identified various title and/or survey issues that your client, EMD Holdings, LLC, an Ohio limited liability company ("EMD"), has objections to as part of its due diligence concerning EMD's proposed purchase of the above-referenced 10400 Property from the City. Paragraphs 8 and 9 of Section II of the Agreement for Sale and Purchase (the "Purchase Agreement") that was entered into by and between the City and EMD on December 1, 2015 require the City to inform EMD of its decision on whether to elect to cure any title and/or survey defects within ten (10) days of the City's receipt of EMD's notice of objections to any such defects. Accordingly, below are the City's responses to the title and survey matters that your client deems objectionable.

1. Title:

a. Buyer requires affirmative coverage from the title company insuring the Property may be used as a general call center without conflicting with any restrictions affecting the Property...The title company is currently reviewing the letter along with the title exception documents to determine if they can provide such affirmative coverage to Buyer.

CITY RESPONSE:

Issue 1(a) is not a matter that involves the City as it is between your client, EMD, and the title company. However, to the extent a response advising EMD of the City's election is

deemed required, the City does not elect to cure any restrictions on EMD's proposed use of the subject property as a general call center. The City is of the position that this proposed sale, delivery and conveyance of the 10400 Property is "As Is, Where Is, and With All Faults," in accordance with Section II, Paragraph 10 of the Purchase Agreement.

b. Satisfaction and deletion of all Schedule B-I requirements...

CITY RESPONSE:

In response to Issue 1(b), the City will be executing and delivering to EMD a Special Warranty Deed in accordance with Section I, Paragraph 1 of the Purchase Agreement. Item 2(A) of Schedule B-I of the Title Commitment from Chicago Title Insurance Company (Reference Order No. 5575180) states that a "Warranty Deed" from the City will be executed and therefore this requirement needs to be amended to reflect that a Special Warranty Deed will be executed. With regard to the other items under Schedule B-I of the Title Commitment that are required to be completed by the City, or satisfied by the City by furnishing certain forms of proof to the Title Company, will be completed before or as part of Closing in accordance with the terms set forth in the Purchase Agreement.

c. Deletion of exceptions 1-3 on Schedule B-II...

CITY RESPONSE:

The City will execute and deliver to EMD a "No Lien Affidavit" in accordance with Section II, Paragraph 7 of the Purchase Agreement. With respect to the payment of taxes and assessments for the year 2016, the City is an exempt entity that is not responsible for the payment of ad valorem taxes; however, the City would be required to pay non-ad valorem assessments, if any. The 2015 Annual Real Estate Tax Bill has been fully paid and satisfied. For the 2016 Annual Real Estate Tax Bill, the property will be assessed based on the use and ownership of the property as of January 1st. On January 1, 2016, the 10400 Property was and presently remains under the ownership of the City of Port St. Lucie for public purposes and uses. In addition, EMD and the City agreed that the typical prorations such as utility services, electricity, taxes and assessments normally considered being part of closing costs and expenses shall be prorated as of the date of Closing (reference Section II, Paragraph 6 of the Purchase Agreement). With respect to the Standard Exceptions described under Item 3 of Schedule B-II, the City will not elect to cure any of those standard exceptions. The City is of the position that this proposed sale, delivery and conveyance of the 10400 Property is "As Is, Where Is, and With All Faults," in accordance with Section II, Paragraph 10 of the Purchase Agreement.

2. <u>Survey</u>:

a. Release of 10' public utility easement set forth in Plat Book 28, Page 22 which runs through and under the building on the Property...

CITY RESPONSE:

The City's Utility Systems Department and Public Works Department do not have an issue with abandoning the portions of the 10-foot public utility easement that runs through and under the building. Enclosed please find a graphic depiction of the areas of proposed abandonment. We have directed Betsy Lindsay to prepare legal descriptions and sketches of those areas for the City to release and abandon. Please note that the City's abandonment of the easement areas must be accomplished via ordinance, which requires two (2) readings

before City Council. Therefore, if this real estate transaction is to close by the proposed Closing Date of Wednesday, February 24, 2016, then the City is requesting that it be informed, at least with respect to this issues, of EMD's desire to proceed to Closing before the end of the Full 60-day Due Diligence Period. The Regular City Council Meetings occur on the second and fourth Mondays of every month. Accordingly, the potential City Council meeting dates where such an ordinance authorizing the abandonment of easements may be presented are as follows: Monday, January 25, 2016; Monday, February 8, 2016; and possibly Monday, February 22, 2016.

With respect to obtaining releases from any other utility company that may have an interest in and to the platted 10-foot public utility easement, the City will not elect to cure that defect. The City is of the position that EMD will have to determine if it desires to seek and obtain any such releases as this proposed sale, delivery and conveyance of the 10400 Property is "As Is, Where Is, and With All Faults," in accordance with Section II, Paragraph 10 of the Purchase Agreement.

b. Release of the portion of "Tract D" dedicated to the Port St. Lucie Square Property Owners Association, Inc., for utilities, drainage and roadway purposes as set forth in Plat Book 28, Page 22 which encroaches into the northern portion of the building.

CITY RESPONSE:

In response to this Item 2(b), the City will not elect to cure the above-described defect concerning the plat. The City is of the position that EMD will have to determine if it desires to seek and obtain any such release from the Port St. Lucie Square Property Owners Association, Inc., as this proposed sale, delivery and conveyance of the 10400 Property is "As Is, Where Is, and With All Faults," in accordance with Section II, Paragraph 10 of the Purchase Agreement.

Please do not hesitate to contact me if you should have any questions regarding the City's above responses. I look forward to working with you on hopefully completing a successful and timely closing of the City's sale of the 10400 Property to your client.

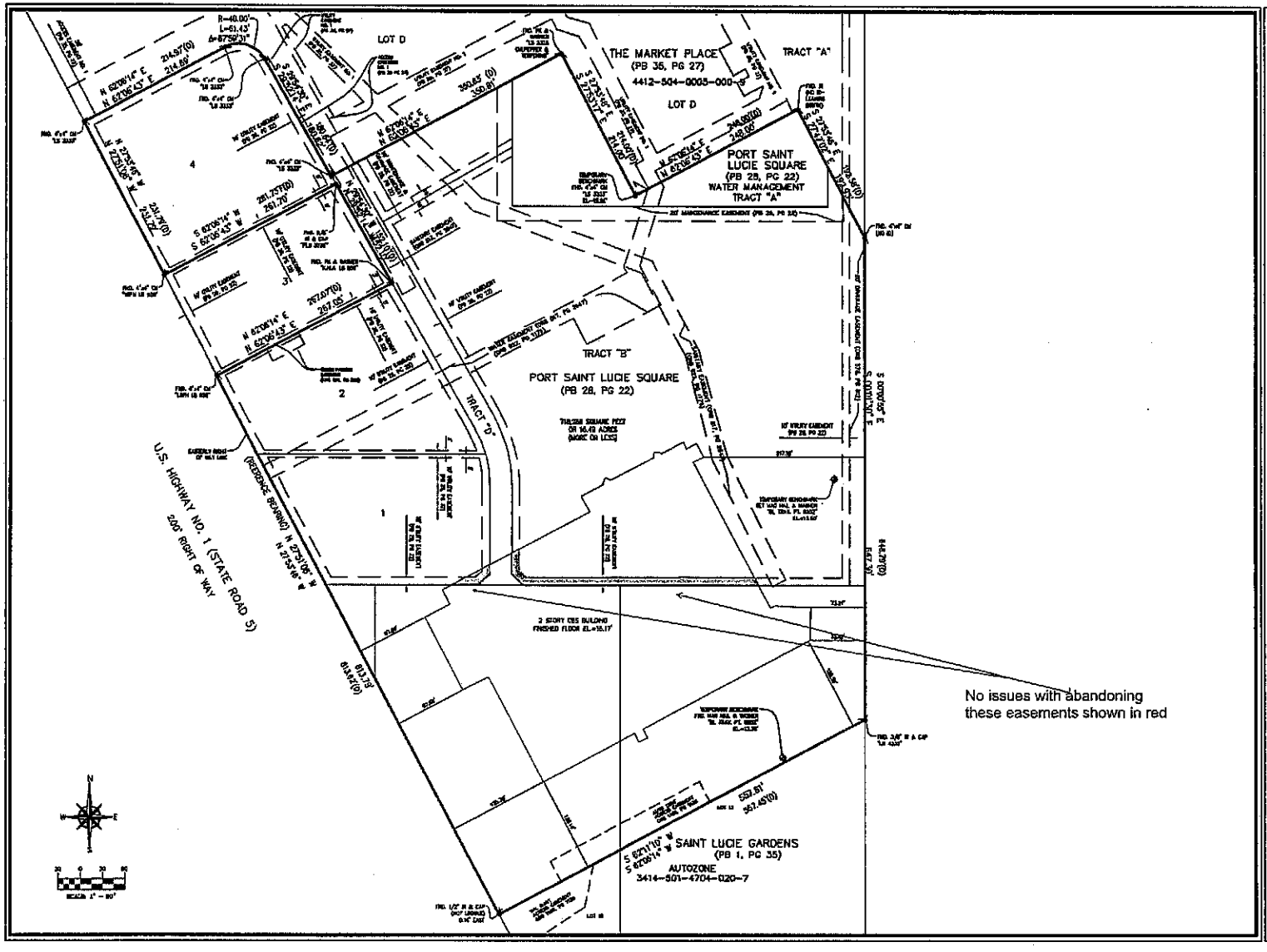
Sincerely,

Azlina Goldstein Siegel

Azlina Goldstein Siegel, Esq.
Assistant City Attorney
AGS/

Encl.: Survey Page re Proposed Abandonment of Easement

cc: Jesus A. Merejo, Port St. Lucie Utility Systems Director
James Angstadt, PE, Public Works Director



BETSY LINDSAY, INC.
SURVEYING AND MAPPING
7957 SW. JACK JAMES DRIVE STUART, FLORIDA 34997
07/02/2014-5733 07/22/2014-5833 FAX
LICENSED BUSINESS NO. 6352

DATE	REVISIONS

DATE 4/15/2015
SCALE 1"=60'
FIELD BK. PG 35 /11
DRAWN BY D.B.
CHECKED BY C.L.L.

LIBERTY REAL ESTATE HOLDING IV, LLC PARCEL
PORT SAINT LUCIE, FLORIDA

BOUNDARY SURVEY
CITY OF PORT SAINT LUCIE

SHEET NO. 3
OF 5 SHEETS
PROJECT NO. 15-36

EXHIBIT

"A"

(to Authorizing Ordinance)

EXHIBIT "A"

Legal Description

A parcel of land, being all of Lots 1, 2 and 4, together with a portion of Water Management Tract "A", a portion of Tract "B" and a portion of Tract "D", PORT ST LUCIE SQUARE, according to the plat thereof, as recorded in Plat Book 28, Pages 22 and 22A, of the Public Records of St. Lucie County, Florida; together with a portion of Lots 11, 12 and 13, Block 1, PLAT NO. 1 ST LUCIE GARDENS, lying in Section 12, Township 37 South, Range 40 East, according to the Plat thereof, as recorded in Plat Book 1, Page 35, of the Public Records of St Lucie County, Florida, being more particularly described as follows:

Commence at the intersection of the South line of the North one-half of Lot 12, Block 1, Plat No. 1 St Lucie Gardens, with the Easterly right of way line of U.S. Highway No. 1 (a 200 foot wide right of way); thence along said Easterly right of way line of U.S. Highway No. 1, North 27 degrees 53' 46" West, 220.26 feet to the Point of Beginning; thence continue along said right of way line, North 27 degrees 53' 46" West, 813.62 feet to the Northwest corner of Lot 2, Port St Lucie Square; thence along the Northerly line of said Lot 2, North 62 degrees 06' 14" East, 267.07 feet to the Northeast corner of said Lot 2 (said corner also being the Southeast corner of Lot 3 of said Plat); thence, along the Easterly line of said Lot 3, North 29 degrees 54' 30" West, 152.10 feet to the Northeast corner of said Lot 3 (said corner also being the Southeast corner of said Lot 4 of said Plat); thence, along the Southerly line of said Lot 4, South 62 degrees 06' 14" West, 261.73 feet to the Southwest corner of said Lot 4; thence along the Westerly line of said Lot 4 (also being the Easterly right of way line of U.S. Highway No.1), North 27 degrees 53' 46" West, 231.79 feet to the Northwest corner of said Lot 4; thence, along the Northerly line of said Lot 4, North 62 degrees 06' 14" East, 214.97 feet to a point on the arc of a curve; thence Southeasterly, along the arc of said curve being concave to the Southwest, having a radius of 40.00 feet, a central angle of 87 degrees 59' 16", an arc distance of 61.43 feet; thence, along the Easterly line of said Lot 4 and tangent to said curve, South 29 degrees 54' 30" East,180.64 feet; thence North 62 degrees 06' 14" East, 350.63 feet; thence South 27 degrees 53' 46" East, 214.00 feet; thence North 62 degrees 06' 14" East, 248.00 feet; thence South 27 degrees 53' 46" East, 192.58 feet to a point on the East boundary line of said Tract "B", Port St Lucie Square; thence, along said line and along the East boundary line of said Lot 13, Block 1, Plat No. 1, St Lucie Gardens, South 00 degrees 00' 55" East, 646.79 feet; thence South 62 degrees 06' 14" West, 557.45 feet to the Point of Beginning.

Parcel A

Together with a perpetual non-exclusive drainage easement for the purposes of draining surface waters as created in that certain drainage easement recorded in Official Records Book 578, Page 1812, of the Public Records of St. Lucie County, Florida.

Parcel B

Together with a perpetual non-exclusive easement for vehicular and pedestrian ingress and egress as created in that certain Reciprocal Access Easement Agreement recorded in Official Records Book 856, Page 286, as amended in Official Records Book 2052, Page 556, of the Public Records of St. Lucie County, Florida.

Parcel C

Together with a non-exclusive easement for roadways, walkways, ingress and egress, parking of motor vehicles, loading and unloading of commercial and other vehicles as created by that

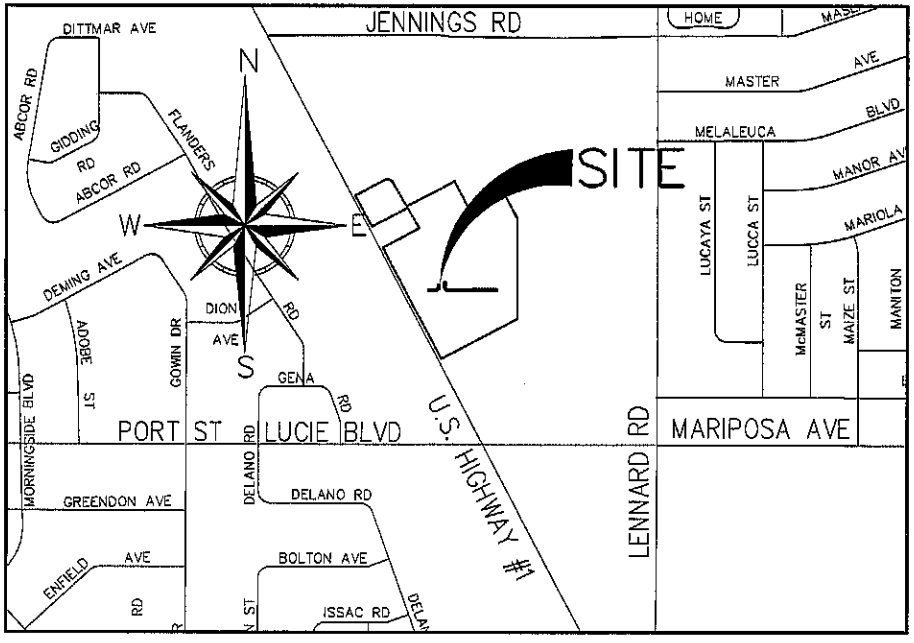
certain Easements with Covenants and Restrictions Affecting Land (ECR) as recorded in Official Records Book 927, Page 2510, as amended thereto; and as affected by Waiver of Right to Consent recorded in Official Records Book 1685, Page 2073, of the Public Records of St. Lucie County, Florida.

Parcel D
Together with a perpetual non-exclusive easement for ingress and egress for vehicles and pedestrians as created in that certain Declaration of Easements recorded in Official Records Book 1109, Page 1120, of the Public Records of St. Lucie County, Florida.

EXHIBIT

"B"

(to Authorizing Ordinance)



LOCATION MAP
(NOT TO SCALE)

SURVEYOR'S NOTES

1. BEARINGS AS SHOWN HEREON ARE BASED ON STATE PLANE COORDINATES, REFERENCE THE NORTH AMERICAN DATUM OF 1983/2011 ADJUSTED (N.A.D. 83/11), FLORIDA EAST ZONE, U.S. SURVEY FEET, REFERENCE A BEARING OF N 27°51'06" W ALONG THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1.
2. THIS IS NOT A BOUNDARY SURVEY.
3. THIS SKETCH AND LEGAL DESCRIPTION SHALL NOT BE VALID UNLESS PROVIDED IN ITS ENTIRETY CONSISTING OF SHEETS 1 THROUGH 3.

ABBREVIATIONS

NO.	NUMBER
O.R.B.	OFFICIAL RECORDS BOOK
P.B.	PLAT BOOK
PG.	PAGE
P.L.S.	PROFESSIONAL LAND SURVEYOR
P.O.B.	POINT OF BEGINNING
U.E.	UTILITY EASEMENT

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" AS SHOWN HEREON WAS PREPARED UNDER MY DIRECTION AND CHARGE ON JANUARY 5, 2016, AND THAT SAID "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. IT IS FURTHER CERTIFIED THAT THIS "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" COMPLIES WITH THE STANDARDS OF PRACTICE FOR "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

BETSY LINDSAY, INC.
SURVEYORS AND MAPPERS

_____
ELIZABETH A. LINDSAY, P.L.S.
FLORIDA REGISTRATION NO. 4724

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF FLORIDA LICENSED SURVEYOR AND MAPPER

SHEET NO. 1 OF 3 SHEETS
PROJECT NO. 15-36

DATE	REVISIONS

A PORTION OF LOT 1 & TRACT "B", PORT ST. LUCIE SQUARE, ST. LUCIE COUNTY, FLORIDA

SKETCH AND LEGAL DESCRIPTION
UTILITY EASEMENT ABANDONMENT

DATE 01/05/2016
SCALE NOT TO SCALE
FIELD BK.
DRAWING BY D.B.
CHECKED BY E.A.L.

BETSY LINDSAY, INC.
SURVEYING AND MAPPING
7997 S.W. JACK JAMES DRIVE STUART, FLORIDA 34997
(772)286-5753 (772)286-5933FAX
LICENSED BUSINESS NO. 6852

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LEGAL DESCRIPTION

UTILITY EASEMENT ABANDONMENT

A PARCEL OF LAND BEING A PORTION OF THE 10.00 FOOT UTILITY EASEMENT IN LOT 1, OF THE PLAT OF PORT ST. LUCIE SQUARE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 28, PAGE 22, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE S89°59'57"W ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 56.08 FEET; THENCE N00°00'03"W, A DISTANCE OF 10.00 FEET TO AN INTERSECTION WITH THE NORTHERLY AND WESTERLY LINE OF SAID 10.00 FOOT UTILITY EASEMENT; THENCE ALONG SAID NORTHERLY AND WESTERLY LINE FOR THE FOLLOWING THREE (3) COURSES; (1) N89°59'57"E, A DISTANCE OF 51.94 FEET; (2) N44°59'57"E, A DISTANCE OF 12.93 FEET; (3) N00°00'03"W, A DISTANCE OF 18.60 FEET; THENCE N89°59'57"E, A DISTANCE OF 10.00 FEET TO AN INTERSECTION WITH THE EASTERLY LINE OF SAID LOT 1; THENCE ALONG SAID EASTERLY LINE FOR THE FOLLOWING TWO (2) COURSES; (1) S00°00'03"E, A DISTANCE OF 22.75 FEET; (2) S44°59'57"W, A DISTANCE OF 21.21 FEET TO THE POINT OF BEGINNING.

CONTAINING 917.55 SQUARE FEET OR 0.02 ACRES, MORE OF LESS.

SAID PARCEL BEING SUBJECT TO ANY/ALL EASEMENTS, RESERVATIONS, DEDICATIONS OR RESTRICTIONS.

TOGETHER WITH:

A PARCEL OF LAND BEING A PORTION OF THE 10.00 FOOT UTILITY EASEMENT IN TRACT "B" OF THE PLAT OF PORT ST. LUCIE SQUARE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 28, PAGE 22, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID TRACT "B"; THENCE ALONG THE WESTERLY LINE OF SAID TRACT "B" FOR THE FOLLOWING TWO (2) COURSES; (1) N45°00'03"W, A DISTANCE OF 21.21 FEET; (2) N00°00'03"W, A DISTANCE OF 43.98 FEET; THENCE N89°59'57"E, A DISTANCE OF 10.00 FEET TO AN INTERSECTION WITH THE EASTERLY AND NORTHERLY LINE OF SAID 10.00 FOOT UTILITY EASEMENT; THENCE ALONG SAID EASTERLY AND NORTHERLY LINE FOR THE FOLLOWING THREE (3) COURSES; (1) S00°00'03"E, A DISTANCE OF 39.84 FEET; (2) S45°00'03"E, A DISTANCE OF 12.93 FEET; (3) N89°59'57"E, A DISTANCE OF 324.78 FEET; THENCE S00°00'03"E, A DISTANCE OF 10.00 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF SAID TRACT "B"; THENCE S89°59'57"W ALONG SAID SOUTH LINE, A DISTANCE OF 328.92 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,858.54 SQUARE FEET OR 0.09 ACRES, MORE OF LESS.

SAID PARCEL BEING SUBJECT TO ANY/ALL EASEMENTS, RESERVATIONS, DEDICATIONS OR RESTRICTIONS.

SHEET NO. 2 OF 3 SHEETS PROJECT NO. 15-36	DATE / REVISIONS	A PORTION OF LOT 1 & TRACT "B", PORT ST. LUCIE SQUARE, ST. LUCIE COUNTY, FLORIDA SKETCH AND LEGAL DESCRIPTION UTILITY EASEMENT ABANDONMENT	DATE 01/05/2016 SCALE NOT TO SCALE FIELD BK. DRAWING BY D.B. CHECKED BY E.A.L.	BETSY LINDSAY, INC. SURVEYING AND MAPPING 7997 S.W. JACK JAMES DRIVE STUART, FLORIDA 34997 (772)286-5753 (772)286-5933FAX LICENSED BUSINESS NO. 6852

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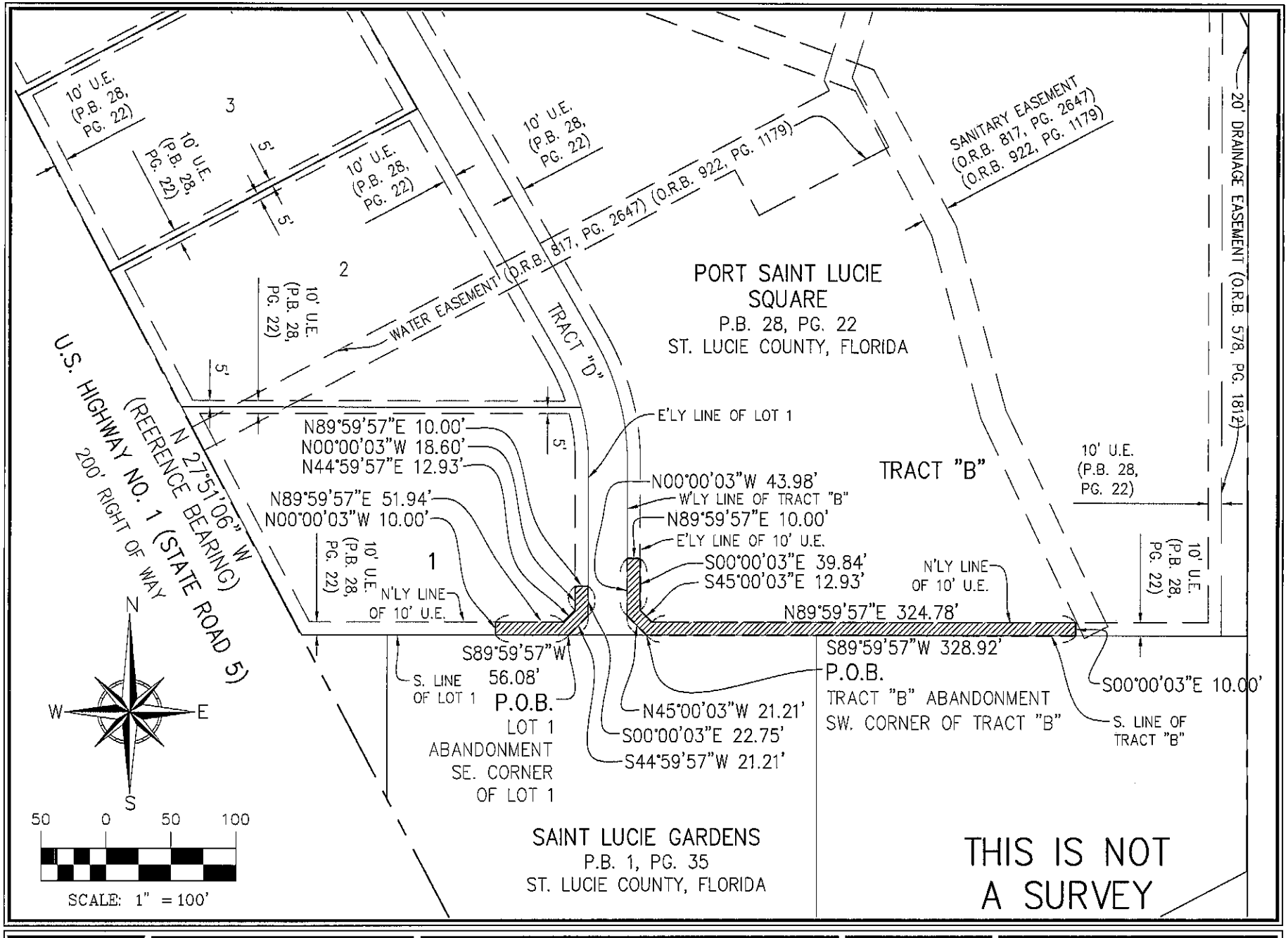

SHEET NO. 3 OF 3 SHEETS PROJECT NO. 15-36	DATE / REVISIONS	A PORTION OF LOT 1 & TRACT "B", PORT ST. LUCIE SQUARE, ST. LUCIE COUNTY, FLORIDA SKETCH AND LEGAL DESCRIPTION UTILITY EASEMENT ABANDONMENT	DATE 01/05/2016 SCALE 1" = 100' FIELD BK. DRAWING BY D.B. CHECKED BY D.J.W.	BETSY LINDSAY, INC. SURVEYING AND MAPPING 7997 S.W. JACK JAMES DRIVE STUART, FLORIDA 34997 (772)286-5753 (772)286-5933FAX LICENSED BUSINESS NO. 6852

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CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item:# 10D
Meeting Date: 2/8/16

TO:	Mayor and City Council
THRU:	Jeff Bremer, City Manager
THRU:	Pam E. Booker, City Attorney
FROM:	Azlina Goldstein Siegel, Assistant City Attorney
Agenda Item:	Ordinance: Abandonment of a Portion of a Platted Utility Easement as Part of the Sale of the 10400 Property to EMD Holdings, LLC
Submittal Date:	2/4/2016

16-10

STRATEGIC PLAN LINK: PLAN FOR THE CITY'S FUTURE

BACKGROUND: The City is presently under contract to sell the City-owned property located at 10400 South U.S. Highway 1 in Port St. Lucie, Florida (the "10400 Property) to EMD Holdings, LLC, an Ohio limited liability company ("EMD Holdings"). On December 29, 2015 the City received a letter from Michael R. Yeazell, Esq., who is an attorney representing EMD Holdings in this real estate transaction. Mr. Yeazell's letter identified various title and/or survey issues that were initially deemed objectionable by EMD Holdings during the 60-Day Due Diligence Period. Attached as Exhibit "1" to this memo is the letter from Mr. Yeazell. On January 8, 2016, the City provided its response to the objections set forth in Mr. Yeazell's letter. Attached as Exhibit "2" to this memo is the letter from me to Mr. Yeazell.

To address the survey objections of EMD Holdings, Mr. Yeazell requested that the City release its interest in a platted 10-foot utility easement, which, according to the boundary survey the City had obtained as part of its purchase of the 10400 Property, runs through and under the building on the site. The Port St. Lucie Utility Systems Department and the Public Works Department reviewed the request and had no objections to abandoning a portion of that platted 10-foot utility easement.

ANALYSIS: The Closing on the City's sale of the 10400 Property to EMD Holdings remains scheduled for Friday, February 26, 2016, unless otherwise extended upon mutual written agreement. Accordingly, an ordinance authorizing the abandonment and release of that certain portion of the platted utility easement has been prepared. The sketch and legal description of the proposed area of abandonment is attached as Exhibit "A" to said ordinance. Once duly approved and adopted, either the subject ordinance or other appropriate instrument will be recorded in the public records of St. Lucie County, Florida as part of the closing and consummation of this real estate transaction.

FINANCIAL INFORMATION: In accordance with Section, II, Paragraph 14 of the Agreement for Sale and Purchase between the City and EMD Holdings, the City will be responsible for the recording of the instrument that will serve to abandon and release a portion of the platted utility easement.

LEGAL INFORMATION: The City's Legal Department worked with the Utility Systems Department and the Public Works Department on this matter. The Ordinance was reviewed by Azlina Goldstein Siegel, Assistant City Attorney, and is approved as to form and legal sufficiency.

STAFF RECOMMENDATION: Approval of the City's proposed abandonment and release of easement is recommended by the Utility Systems Department and the Public Works Department.

SPECIAL CONSIDERATION: The Closing is presently scheduled for Friday, February 26, 2016. Therefore, it is being requested that the first reading of this ordinance be placed on the agenda for the upcoming February 8, 2016 City Council Meeting so that the second reading and final approval and adoption of the ordinance may occur at the February 22, 2016 City Council Meeting.

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 2/8/2016

LOCATION OF PROJECT: 10400 South U.S. Highway 1, Port St. Lucie, FL

ATTACHMENTS: Exhibits "1" and "2" and authorizing Ordinance with Exhibits

cc: Patricia Roebling, P.E., Asst. City Manager/City Engineer
Daniel Holbrook, AICP, Asst. City Manager – Community Development Director
Jesus A. Merejo, Port St. Lucie Utility Systems Director
James Angstadt, PE, Public Works Director
Bradley E. Macek, Asst. Utility Systems Director
Donna M. Rhoden, Utility Safety & Public Affairs Mgr.

RECEIVED

FEB 0 4 2016

CITY MANAGER'S OFFICE

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 9A
Meeting Date: 2/22/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager JB

FROM: Karen A. Phillips, City Clerk KAP

Agenda Item: Motion: Public Hearing: Port St. Lucie Residential Street Lighting Assessment Area, Boundary #466 - SW Calder Street

Submittal Date: 2/10/2016

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 2015 street lighting assessment rate was $26 yearly per lot. Assessments for successful elections will be placed on the 2016 property owner's tax bill.

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: Request approval of Boundary Area #466 - SW Calder Street, and authorization to proceed with election by USPS mail, adjusting light locations and/or boundary area, if necessary.

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FEB 10 2016
CITY MANAGER'S OFFICE

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 2/22/2016

LOCATION OF PROJECT: Port St. Lucie Section 23, SW Calder Street

ATTACHMENTS: Notice of Hearing Letter, Street Light Area Boundary Map, Legal Description of Included Properties

CITY OF PORT ST. LUCIE

CITY CLERK'S OFFICE

A CITY FOR ALL AGES

"A City for All Ages"

February 10, 2016

Dear Property Owner:

Re: Residential Street Lighting Assessment Area
Boundary #466 SW Calder Street

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 February 22, 2016, 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 2015-2016 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.

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"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: February 9, 2016

Re: Streetlight Layout – SW Calder Street – Boundary 466

Attached please find a map of the proposed streetlight layout for the following street:

- SW Calder Street (to and from Savona Blvd.) - The proposed layout will provide for **5** new streetlights. The proposed locations for the streetlights are specified below:
  - **Block 1617**
    - ★1) Between 1344 & 1330 SW Babcock Ave. (Lots 4 & 3)
    - 2) Between 1398 & 1386 SW Babcock Ave. (Lots 8 & 7)
    - 3) Between 2650 & 2626 SW Calder St. (Lots 11 & 12)
  - **Block 1618**
    - 4) Between 1350 & 1382 SW Ackard Ave. (Lots 1 & 2/3)
  - **Block 1617**
    - 5) Between 1333 & 1317 SW Ackard Ave. (Lots 1333 & 1317)

★ NOTE: Number corresponds to proposed streetlight location on attached map.

Existing lighting facilities have been indicated on the map for your convenience.

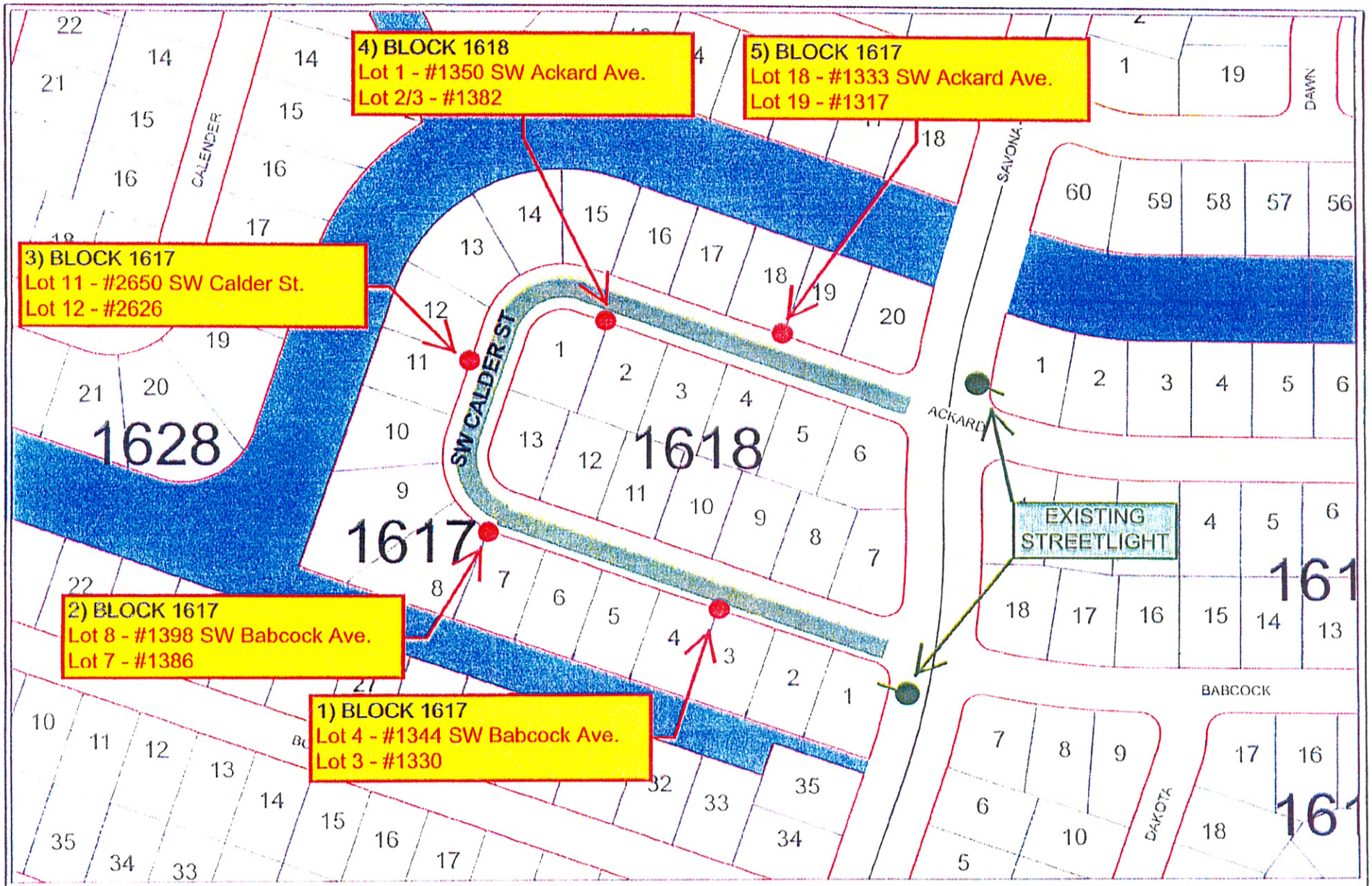
If you have any questions or require additional information, please do not hesitate to contact me at 344-4360.

/ymr

Attachment

cc: James E. Angstadt, P.E. – Public Works Director
Heath Stocton, P.E. – Transportation Engineer
Paul Johnson – Manager, Traffic Operations

t:\streetlights\districts-psl residential sl assessment area\sl assessment area\calder st sw 16-02-09 mem phillips 466.doc



● = PROPOSED STREETLIGHT
= HOUSE NUMBER
= EXISTING STREETLIGHT

Boundary #466
SW CALDER STREET
SECTION 23

0 110 220
Feet

Prepared by City of Port St. Lucie
MIS Department
Tuesday, December 15, 2015

SLEXHIBIT466

EXHIBIT "A"

PORT ST. LUCIE
RESIDENTIAL STREET LIGHTING ASSESSMENT AREA

BOUNDARY #466

SW CALDER STREET
SECTION 23

BLOCK	1617	LOTS	1	THRU	20	=	20 LOTS
BLOCK	1618	LOTS	1	THRU	13	=	13 LOTS
					TOTAL		33 LOTS

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 9B
Meeting Date: 2/22/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager JB

FROM: Karen A. Phillips, City Clerk KAP

Agenda Item: Motion: Public Hearing: Port St. Lucie Residential Street Lighting Assessment Area, Boundary #467 - SW Columbia Street

Submittal Date: 2/10/2016

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 2015 street lighting assessment rate was $26 yearly per lot. Assessments for successful elections will be placed on the 2016 property owner's tax bill.

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: Request approval of Boundary Area #467 - SW Columbia Street, and authorization to proceed with election by USPS mail, adjusting light locations and/or boundary area, if necessary.

RECEIVED
FEB 10 2016
CITY MANAGER'S OFFICE

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 2/22/2016

LOCATION OF PROJECT: Port St. Lucie Section 35, SW Columbia Street

ATTACHMENTS: Notice of Hearing Letter, Street Light Area Boundary Map, Legal Description of Included Properties

CITY OF PORT ST. LUCIE

CITY CLERK'S OFFICE

A CITY FOR ALL AGES

"A City for All Ages"

February 10, 2016

Dear Property Owner:

Re: Residential Street Lighting Assessment Area
Boundary #467 SW Columbia Street

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 February 22, 2016, 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 2015-2016 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 LTR 2016

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"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: February 5, 2016

Re: Streetlight Layout – SW Columbia Street – Boundary 467

Attached please find a map of the proposed streetlight layout for the following street:

- SW Columbia Street (from Fairgreen Rd. to Galiano Rd.) - The proposed layout will provide for **3** new streetlights. The proposed locations for the streetlights are specified below:
  - **Block 1799**
    - ★1) Between 1782 & 1774 SW Columbia St. (Lots 23 & 22)
    - 2) Between 1750 & 1742 SW Columbia St. (Lots 19 & 18)
    - 3) Between 1726 & 1718 SW Columbia St. (Lots 16 & 15)

★ NOTE: Number corresponds to proposed streetlight location on attached map.

Please be advised the electrical service for the proposed streetlights is located at the rear of the properties. New poles will have to be installed at the front of the properties in order to allow for the streetlight installations.

Any existing streetlight(s) and/or other considerations have been indicated on the map for your convenience.

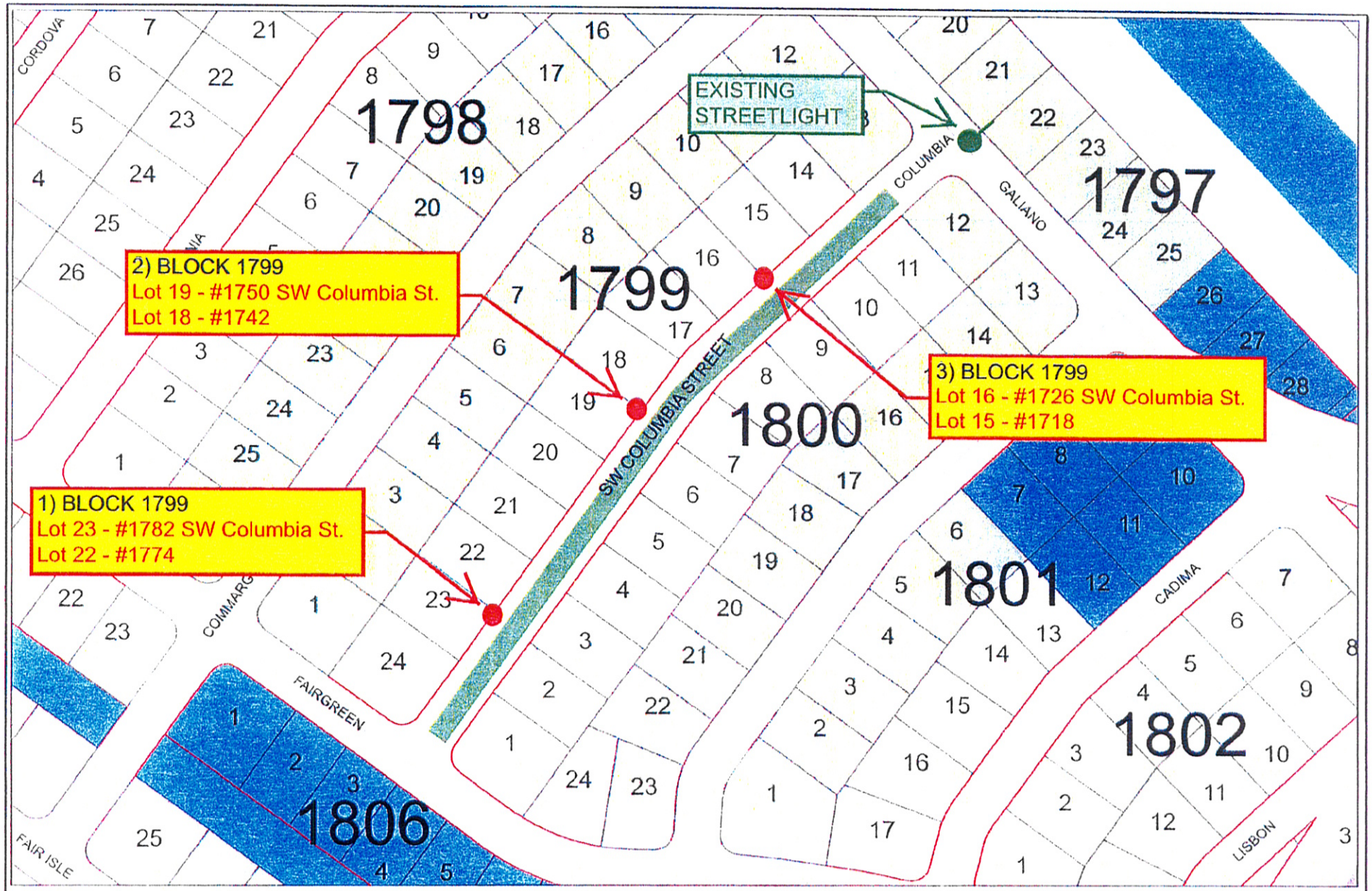
If you have any questions or require additional information, please do not hesitate to contact me at 344-4360.

/ymr

Attachment

cc: James E. Angstadt, P.E. – Public Works Director
Heath Stocton, P.E. – Transportation Engineer
Paul Johnson – Manager, Traffic Operations

T: STREETLIGHTS DISTRICTS-PSL Residential SL Assessment Area\SL Assessment Area Columbia St SW 16-02-05 MEM PHILLIPS 467.doc



● = PROPOSED STREETLIGHT
= HOUSE NUMBER
= EXISTING STREETLIGHT

Boundary #467
SW COLUMBIA STREET
SECTION 35

0 110 220
Feet

Prepared by City of Port St. Lucie
MIS Department
Tuesday, December 15, 2015

SLEXHIBIT467

EXHIBIT "A"

PORT ST. LUCIE
RESIDENTIAL STREET LIGHTING ASSESSMENT AREA

BOUNDARY #467

SW COLUMBIA STREET
SECTION 35

BLOCK	1799	LOTS	14	THRU	24	=	11 LOTS
BLOCK	1800	LOTS	1	THRU	11		
	AND	LOT	24			=	12 LOTS
					TOTAL		23 LOTS

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 9C
Meeting Date: 2/22/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager

FROM: Karen A. Phillips, City Clerk

Agenda Item: Motion: Public Hearing: Port St. Lucie Residential Street Lighting Assessment Area, Boundary #468 - SW Aquarius Lane

Submittal Date: 2/10/2016

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 2015 street lighting assessment rate was $26 yearly per lot. Assessments for successful elections will be placed on the 2016 property owner's tax bill.

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: Request approval of Boundary Area #468 - SW Aquarius Lane, and authorization to proceed with election by USPS mail, adjusting light locations and/or boundary area, if necessary.

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FEB 10 2016
CITY MANAGER'S OFFICE

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 2/22/2016

LOCATION OF PROJECT: Port St. Lucie Section 13, SW Aquarius Lane

ATTACHMENTS: Notice of Hearing Letter, Street Light Area Boundary Map, Legal Description of Included Properties

CITY OF PORT ST. LUCIE

CITY CLERK'S OFFICE

A CITY FOR ALL AGES

"A City for All Ages"

February 10, 2016

Dear Property Owner:

Re: Residential Street Lighting Assessment Area
Boundary #468 SW Aquarius Lane

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 February 22, 2016, 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 2015-2016 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 LTR 2016

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CITY OF PORT ST. LUCIE
PUBLIC WORKS DEPARTMENT
Traffic Operations Division

"A City for All Ages"

MEMORANDUM

To: Karen Phillips, Director, City Clerk

From: Yolanda Ruiz, Transportation Technician

Date: February 5, 2016

Re: Streetlight Layout – SW Aquarius Lane – Boundary 468

Attached please find a map of the proposed streetlight layout for the following street:

- SW Aquarius Lane (from Starfish Ave. to Christmas Terr.) - The proposed layout will provide for **5** new streetlights. The proposed locations for the streetlights are specified below:

  - **Block 605**
    - ★1) Between 182 SW Starfish Ave. & 1914 SW Aquarius Ln. (Lots 36 & 35)
    - 2) Between 1950 & 1952 SW Aquarius Ln. (Lots 32 & 31)
    - 3) Between 1998 & 2002 SW Aquarius Ln. (Lots 28 & 27)
    - 4) Between 2038 & 2050 SW Aquarius Ln. (Lots 24 & 23)
    - 5) Between 2086 SW Aquarius Ln. & 181 SW Christmas Terr. (Lots 20 & 19)

★ NOTE: Number corresponds to proposed streetlight location on attached map.

Please be advised the electrical service for the proposed streetlights is located at the rear of the properties. New poles will have to be installed at the front of the properties in order to allow for the streetlight installations.

Any existing streetlight(s) and/or other considerations have been indicated on the map for your convenience.

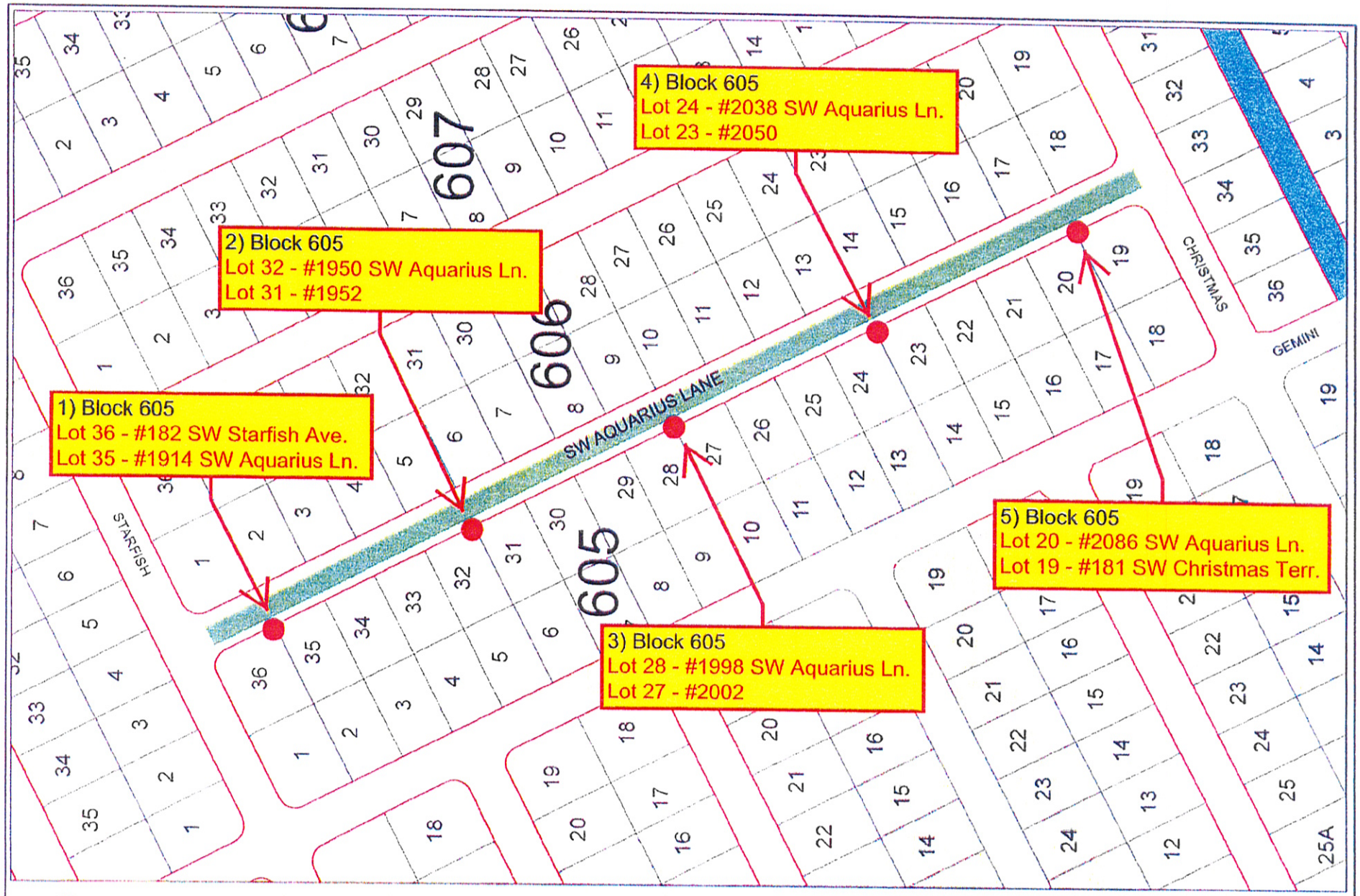
If you have any questions or require additional information, please do not hesitate to contact me at 344-4360.

/ymr

Attachment

cc: James E. Angstadt, P.E. – Public Works Director
Heath Stocton, P.E. – Transportation Engineer
Paul Johnson – Manager, Traffic Operations

T:\STREETLIGHTS DISTRICTS-PSL\Residential SL Assessment Area\SL Assessment Area\Aquarius Ln SW 16-02-05 MEM PHILLIPS 468.doc



● = PROPOSED STREETLIGHT
= HOUSE NUMBER

Boundary #468
SW AQUARIUS LANE
SECTION 13

0 125 250
Feet

Prepared by City of Port St. Lucie
MIS Department
Tuesday, December 15, 2015

SLEXHIBIT468

EXHIBIT "A"

PORT ST. LUCIE
RESIDENTIAL STREET LIGHTING ASSESSMENT AREA

BOUNDARY #468

SW AQUARIUS LANE
SECTION 13

BLOCK	605	LOTS	19	THRU	36	=	18 LOTS
BLOCK	606	LOTS	1	THRU	18	=	18 LOTS
					TOTAL		36 LOTS

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 9D
Meeting Date: 2/22/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager JB

FROM: Karen A. Phillips, City Clerk KAP

Agenda Item: Motion: Public Hearing: Port St. Lucie Residential Street Lighting Assessment Area, Boundary #469 - NW Kingston Street

Submittal Date: 2/10/2016

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 2015 street lighting assessment rate was $26 yearly per lot. Assessments for successful elections will be placed on the 2016 property owner's tax bill.

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: Request approval of Boundary Area #469 - NW Kingston Street, and authorization to proceed with election by USPS mail, adjusting light locations and/or boundary area, if necessary.

SPECIAL CONSIDERATION: N/A

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FEB 10 2016
CITY MANAGER'S OFFICE

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 2/22/2016

LOCATION OF PROJECT: Port St. Lucie Section 25, NW Kingston Street

ATTACHMENTS: Notice of Hearing Letter, Street Light Area Boundary Map, Legal Description of Included Properties

CITY OF PORT ST. LUCIE

CITY CLERK'S OFFICE

A CITY FOR ALL AGES

"A City for All Ages"

February 10, 2016

Dear Property Owner:

Re: Residential Street Lighting Assessment Area
Boundary #469 NW Kingston Street

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 February 22, 2016, 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 2015-2016 is $26 per lot. The assessment fee is determined by the City Council annually at their Summer Retreat.

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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 LTR 2016

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"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: February 5, 2016

Re: Streetlight Layout – NW Kingston Street – Boundary 469

Attached please find a map of the proposed streetlight layout for the following street:

- NW Kingston Street (from Bayshore Blvd. to Placid Ave.) - The proposed layout will provide for **3** new streetlights. The proposed locations for the streetlights are specified below:

  - **Block 36**
    - ★1) Between 680 & 670 NW Kingston St. (Lots 26 & 25)
    - 2) Between 640 & 630 NW Kingston St. (Lots 22 & 21)
    - 3) Between 600 & 598 NW Kingston St. (Lots 18 & 17)

★ NOTE: Number corresponds to proposed streetlight location on attached map.

Existing lighting facilities have been indicated on the map for your convenience.

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

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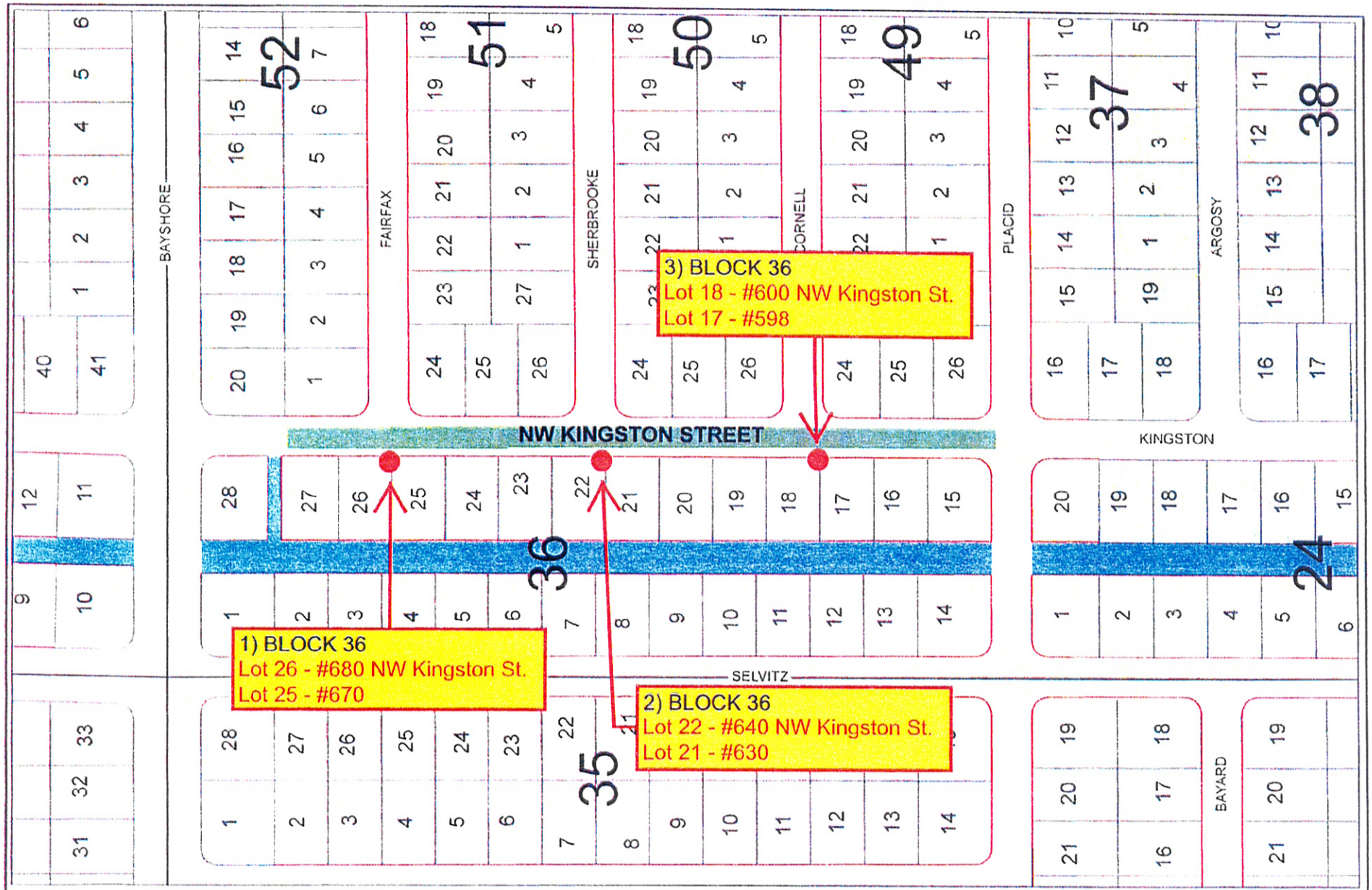


● = PROPOSED STREETLIGHT
= HOUSE NUMBER

Boundary #469
NW KINGSTON STREET
SECTION 25

0 130 260
Feet

Prepared by City of Port St. Lucie
MIS Department
Tuesday, December 15, 2015

SLEXHIBIT469

EXHIBIT "A"

PORT ST. LUCIE
RESIDENTIAL STREET LIGHTING ASSESSMENT AREA

BOUNDARY #469

NW KINGSTON STREET
SECTION 25

BLOCK	24	LOT	20			=	1 LOT
BLOCK	36	LOTS	15	THRU	28	=	14 LOTS
BLOCK	37	LOT	16			=	1 LOT
BLOCK	49	LOTS	24	THRU	26	=	3 LOTS
BLOCK	50	LOTS	24	THRU	26	=	3 LOTS
BLOCK	51	LOTS	24	THRU	26	=	3 LOTS
BLOCK	52	LOTS	1	AND	20	=	2 LOTS
					TOTAL		27 LOTS

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 9E
Meeting Date: 2/22/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager JB

FROM: Karen A. Phillips, City Clerk KAP

Agenda Item: Motion: Public Hearing: Port St. Lucie Residential Street Lighting Assessment Area, Boundary #470 - SW Meridian Avenue

Submittal Date: 2/10/2016

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 2015 street lighting assessment rate was $26 yearly per lot. Assessments for successful elections will be placed on the 2016 property owner's tax bill.

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: Request approval of Boundary Area #470 - SW Meridian Avenue, and authorization to proceed with election by USPS mail, adjusting light locations and/or boundary area, if necessary.

RECEIVED
FEB 10 2016
CITY MANAGER'S OFFICE

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 2/22/2016

LOCATION OF PROJECT: Port St. Lucie Section 14, SW Meridian Avenue

ATTACHMENTS: Notice of Hearing Letter, Street Light Area Boundary Map, Legal Description of Included Properties

CITY OF PORT ST. LUCIE

CITY CLERK'S OFFICE

A CITY FOR ALL AGES

"A City for All Ages"

February 10, 2016

Dear Property Owner:

Re: Residential Street Lighting Assessment Area
Boundary #470 SW Meridian 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 February 22, 2016, 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 2015-2016 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 LTR 2016

121 S.W. Port St. Lucie Blvd. • Port St. Lucie, FL 34984-5099 • 772/871-5157 • Fax 772/344-4094 • TDD # 772/873-6340

CITY OF PORT ST. LUCIE
PUBLIC WORKS DEPARTMENT
Traffic Operations Division

"A City for All Ages"

MEMORANDUM

To: Karen Phillips, Director, City Clerk

From: Yolanda Ruiz, Transportation Technician

Date: February 5, 2016

Re: Streetlight Layout – SW Meridian Avenue – Boundary 470

Attached please find a map of the proposed streetlight layout for the following street:

- SW Meridian Avenue (from Rosser Blvd. to Collings Dr.) - The proposed layout will provide for **5** new streetlights. The proposed locations for the streetlights are specified below:

  - **Block 1375**
    - ★1) Between 1673 & 1661 SW Meridian Ave. (Lots 1 & 2)
    - 2) Between 1623 & 1613 SW Meridian Ave. (Lots 5 & 6)
    - 3) Between 1597 & 1581 SW Meridian Ave. (Lots 8 & 9)
    - 4) Between 1561 & 1549 SW Meridian Ave. (Lots 11 & 12)
    - 5) Between 1513 & 1501 SW Meridian Ave. (Lots 15 & 16)

★ NOTE: Number corresponds to proposed streetlight location on attached map.

Please be advised the electrical service for the proposed streetlights is located at the rear of the properties. New poles will have to be installed at the front of the properties in order to allow for the streetlight installations.

Any existing streetlight(s) and/or other considerations have been indicated on the map for your convenience.

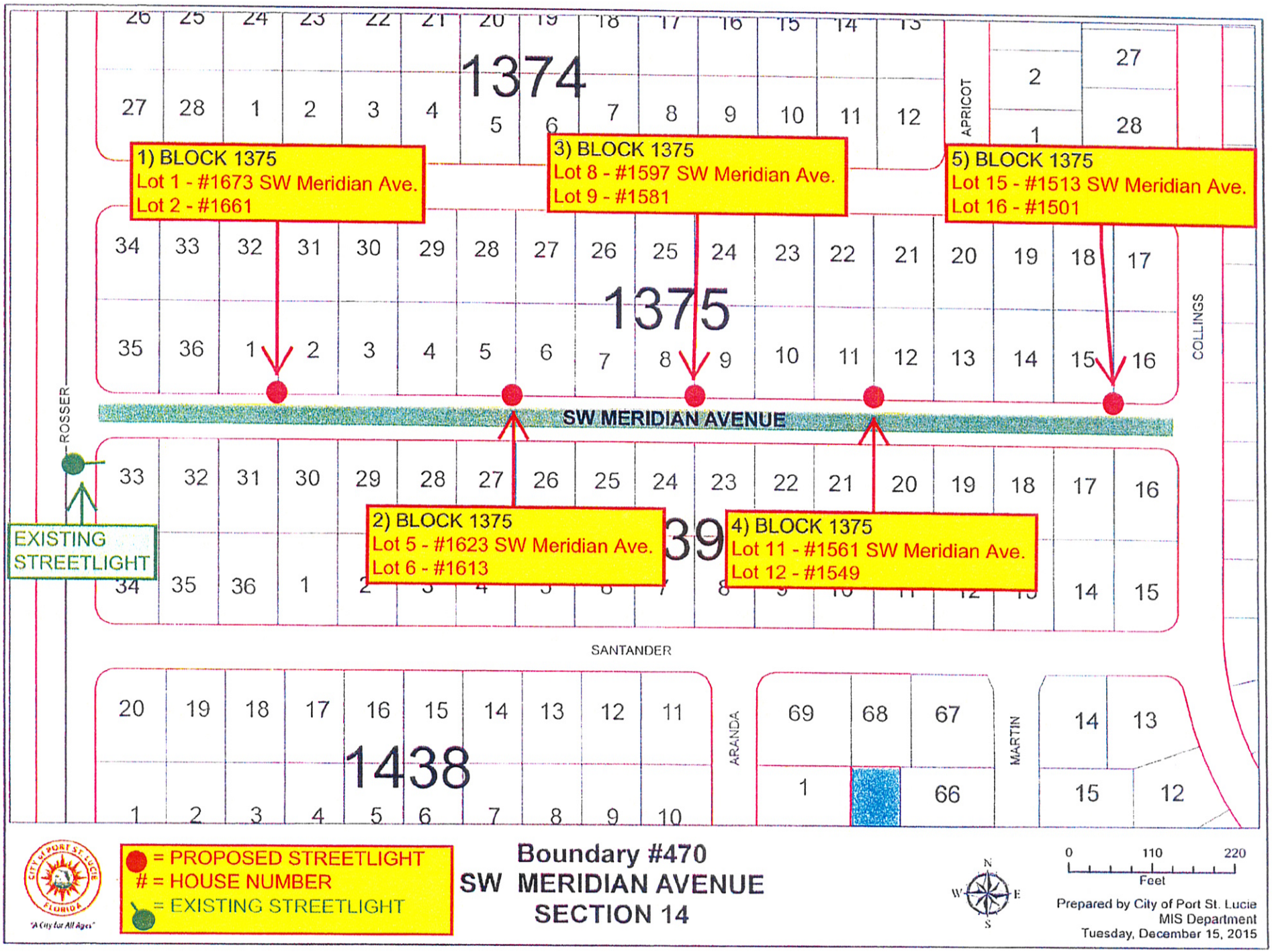
If you have any questions or require additional information, please do not hesitate to contact me at 344-4360.

/ymr

Attachment

cc: James E. Angstadt, P.E. – Public Works Director
Heath Stocton, P.E. – Transportation Engineer
Paul Johnson – Manager, Traffic Operations

T:\STREETLIGHTS\DISTRICTS-PSL Residential SL Assessment Area\SL Assessment Area\Meridian Ave SW 16-02-05 MEM PHILLIPS 470.doc


1374
1375
1438
SW MERIDIAN AVENUE
ROSSER
COLLINGS
APRICOT
SANTANDER
ARANDA
MARTIN
1) BLOCK 1375
Lot 1 - #1673 SW Meridian Ave.
Lot 2 - #1661
2) BLOCK 1375
Lot 5 - #1623 SW Meridian Ave.
Lot 6 - #1613
3) BLOCK 1375
Lot 8 - #1597 SW Meridian Ave.
Lot 9 - #1581
4) BLOCK 1375
Lot 11 - #1561 SW Meridian Ave.
Lot 12 - #1549
5) BLOCK 1375
Lot 15 - #1513 SW Meridian Ave.
Lot 16 - #1501
EXISTING STREETLIGHT
= PROPOSED STREETLIGHT
= HOUSE NUMBER
= EXISTING STREETLIGHT
Boundary #470
SW MERIDIAN AVENUE
SECTION 14
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Feet
Prepared by City of Port St. Lucie
MIS Department
Tuesday, December 15, 2015

SLEXHIBIT470

EXHIBIT "A"

PORT ST. LUCIE
RESIDENTIAL STREET LIGHTING ASSESSMENT AREA

BOUNDARY #470

SW MERIDIAN AVENUE
SECTION 14

BLOCK	1375	LOTS	1	THRU	16			
	AND	LOTS	35	AND	36	=	18 LOTS	
BLOCK	1439	LOTS	16	THRU	33	=	18 LOTS	
					TOTAL		36 LOTS	

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 9F
Meeting Date: 2/22/16

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: Motion: Public Hearing: NSP3 Program – Substantial Action Plan Amendment No 4 – to allow the City to offer a Deferred First Mortgage Program to supplement the existing Second Mortgage Program.

Submittal Date: 1/28/2016

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: City Council approved the original NSP3 Substantial Action Plan Amendment (No. 1) in February 2011. Subsequent amendments (Nos. 2 & 3) were approved in March of 2012 and November of 2014 in order to extend the area of greatest need (targeted area) to increase the amount of foreclosed properties that were available for purchase under the program. The City still has over $823,500 in program income available (including funds for administration) and has been unable to purchase additional foreclosed homes that are affordable to income qualified households in the targeted areas. A majority of the houses available for purchase cannot be repaired and sold for a sales price that is affordable to a low, moderate or even middle income household in Port St. Lucie. In addition, foreclosed homes are subject to competition from prospective owner occupants and investors; the City cannot enter into bidding wars to obtain these properties.

Community Services is proposing additional changes to the NSP3 Action Plan Amendment (No. 4) that will increase our chances of purchasing, repairing and selling property in the area. These changes will include offering a deferred first mortgage program with a new affordability period, repayment schedule and subsidy amount to supplement the original second mortgage program. The City

will act as the first mortgage lender by providing a deferred loan for the entire appraised value of the home at time of transfer. There will be no interest on the loan and no payments; the loan will be forgiven proportionately so that it is completely satisfied at the end of the term. The intended recipients of this program will be combat wounded Veterans who need affordable homes that have been made accessible to meet their specific needs.

Community Services intends to purchase additional foreclosed homes that can be made available for the program. If additional homes are not available, we propose to partner with Habitat for Humanity to construct new homes on the NSP1 vacant lots that were not sold to adjacent lot owners. (There are four (4) lots remaining.)

ANALYSIS: The addition of a first mortgage program for NSP3 will assist qualified and creditworthy households to purchase homes that they can afford to maintain. It will also assist us in continuing to meet the NSP3 set-aside that requires us to provide 25% of our allocation and program income for households who are 50% of median and below. By targeting the combat wounded Veterans we will be paying them back for their years of service for their country.

FINANCIAL INFORMATION: As of 1/28/2016, the City has approximately $823,500 in program income available for the program (including funds for administration). We anticipate being able to provide three (3) homes for qualified households.

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: Motion to approve NSP3 Program - Substantial Action Plan Amendment No. 4 after Public Hearing.

SPECIAL CONSIDERATION: Public Hearing has been advertised.

PRESENTATION INFORMATION: No presentation.

REQUESTED MEETING DATE: 2/22/2016

LOCATION OF PROJECT: See attached map of NSP Targeted Areas

ATTACHMENTS: Substantial Action Plan Amendment No. 4; Targeted Area Map

RECEIVED

JAN 2 8 2016

CITY MANAGER'S OFFICE

City of Port St. Lucie NSP3: Addition of City Held First Mortgage Program to Supplement Existing Second Mortgage Program

Introduction

On March 14, 2011, the City of Port St. Lucie entered into a grant agreement with HUD for $3,515,509 in NSP3 funds. The City has used these funds to make a substantial impact in terms of clearing blight, providing affordable homeownership opportunities, and creating jobs—all within the expenditure deadline of 3/9/2014. The NSP3 funds, along with program income, have been used to purchase 33 foreclosed, abandoned, and vacant residential properties, rehabilitate 32, build one (1) new home and sell 33 rehabbed or rebuilt homes to low-, moderate-, and middle-income families. We also rebuilt and sold 3 homes that were purchased and demolished with NSP1 funding, as they were located in the NSP3 area of greatest need.

The City still has over $823,500 in program income available (including funds for administration) and has been unable to purchase additional foreclosed homes that are affordable to income qualified households in the NSP3 areas of greatest need (targeted area) shown in the table below:

Targeted Census Tracts	
15.03	20.02
18.01	20.03
18.02	20.05
20.01	21.04
21.05	

Demographics available from HUD indicate that the census tracts in the area (described in the Targeted Census Tracts table above) still have a Foreclosure Score of 20, but a majority of the houses that have been available for purchase cannot be repaired and sold for a sales price that is affordable to a low, mod or even middle income household in Port St. Lucie. In addition, foreclosed homes are subject to competition from prospective owner occupants and investors and the City cannot get into a bidding war to obtain the properties.

For this reason, the City is planning to modify portions of the Action Plan Amendment to allow for the following:

- Addition of a City-held deferred first mortgage to supplement the program for lower income buyers who do not qualify for the original (second) mortgage program. This program will provide:
    - an increased subsidy to cover the entire value of the home;
    - a shorter affordability period;

- payoffs calculated proportionately so that the mortgage is completely forgiven at the end of the mortgage term;

Those changes are indicated as follows:

1. Affordability Period, Repayment Schedule and Subsidy for deferred second mortgages will remain as stated in the original NSP3 Plan Amendment. The following revisions will be made to allow for the first mortgage program:

First Mortgage Program

Client income	Subsidy	Affordability Period	Repayment Schedule for Loan
Low to Middle income*	Appraised Value of Home (at time of transfer)	Existing Homes (15 years) Newly Constructed Homes (20 years)	The deferred loan will be at 0% interest, forgivable if the home remains owner occupied for 15 or 20 years or prorated proportionately for each full year of occupancy if occupied for less than 15 or 20 years.

2. The City's original intent is to purchase additional foreclosed houses, rehab and make them accessible as needed for new buyers and convey them to qualified households. If the City is unable to purchase additional foreclosed homes, then we may build on the vacant lots that were not conveyed to adjacent lot owners under the NSP1 side lot program. Those four (4) lots are also located in the NSP3 targeted area. We anticipate that we will be able to purchase and rehab/make accessible or construct three (3) homes with the remaining program funds available for NSP3.

Compliance Requirements Met

1. LH25 set-aside

Title III of HERA requires that:

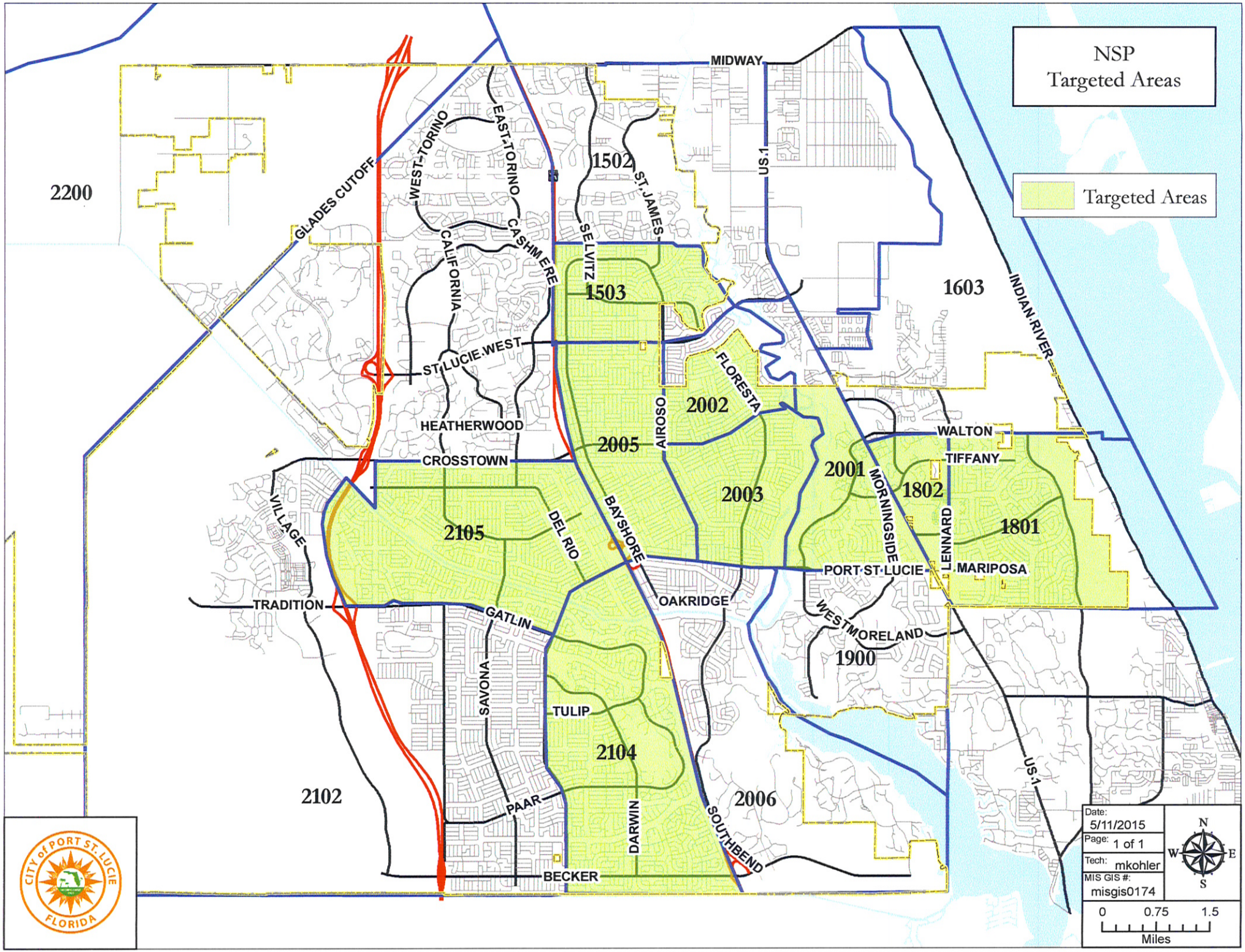
"... not less than 25 percent of the funds appropriated or otherwise made available under this section shall be used for the purchase and redevelopment of abandoned or foreclosed upon homes or residential

properties that will be used to house individuals or families whose incomes do not exceed 50 percent of area median income" [§2301 (f) 3 (A) ii].

Under the LH-25% set-aside, the City anticipated expending a minimum of $878,878, which is 25% of funds allocated. As of 1/21/16 we have expended $1,263,670 under the LH25set, which amounts to over 29% of funds expended and encumbered. Revising the program to allow for a first mortgage program will allow the City of Port St. Lucie to continue spending NSP funding for those who have the greatest needs, reaching additional low to middle income households. The City may limit the income of these prospective households to low income (50% of median or less) in order to meet set-aside requirements.

Conclusion

As described above, the City of Port St. Lucie has determined that providing the above described first mortgage program for lower income buyers will satisfy all of the guidelines for the NSP program, helping to stabilized the neighborhoods and provide much needed housing affordability to our most valued but vulnerable citizens. We plan to begin the program by targeting combat wounded Veterans in order to provide additional ways to use the funding in a manner that is supported by City Council Members, staff and the residents. The City is requesting HUD approval to revise the Action Plan Amendment to allow for the above described First Mortgage Program in the NSP3 areas of greatest need.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Targeted Areas
Targeted Areas
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2102
MIDWAY
US.1
GLADES CUTOFF
WEST TORINO
EAST TORINO
CALIFORNIA
CASHMERE
SELVITZ
ST. JAMES
ST LUCIE WEST
HEATHERWOOD
CROSSTOWN
AIROSO
FLORESTA
INDIAN RIVER
WALTON
TIFFANY
MORNINGSIDE
LENNARD
MARIPOSA
PORT ST LUCIE
WESTMORELAND
VILLAGE
DEL RIO
BAYSHORE
OAKRIDGE
TRADITION
GATLIN
SAVONA
TULIP
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CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 9G
Meeting Date: 2/22/16

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: Motion: Public Hearing: NSP1 Program – Substantial Action Plan Amendment No 10 - to allow the City to offer a Deferred First Mortgage Program to supplement the existing Second Mortgage Program.

Submittal Date: 1/28/2016

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: City Council approved the original NSP1 Substantial Action Plan Amendment (No. 1) in November 2009. Subsequent amendments were approved in order to expand the area of greatest need (targeted area) and to comply with various HUD and/or FHA requirements or directives. In June of 2014, we also made changes that set out our concentrated demolition strategy to allow for demolished houses to meet the low/mod/middle area benefit (LMMA) under the clearance strategy. The City still has over $1,426,400 in program income available (including funds for administration) and has been unable to purchase additional foreclosed homes that are affordable to income qualified households in the targeted areas. A majority of the houses available for purchase cannot be repaired and sold for a sales price that is affordable to a low, moderate or even middle income household in Port St. Lucie. In addition, foreclosed homes are subject to competition from prospective owner occupants and investors; the City cannot enter into bidding wars to obtain these properties.

Community Services is proposing additional changes to the NSP1 Action Plan Amendment (No. 10) that will increase our chances of purchasing, repairing and selling property in the area. These changes will include offering a deferred first mortgage program with a new affordability period, repayment schedule and

subsidy amount to supplement the original second mortgage program. The City will act as the first mortgage lender by providing a deferred loan for the entire appraised value of the home at time of transfer. There will be no interest on the loan and no payments; the loan will be forgiven proportionately so that it is completely satisfied at the end of the term. The intended recipients of this program will be combat wounded Veterans who need affordable homes that have been made accessible to meet their specific needs.

We have one house that has been repaired with NSP1 funding and is currently available to be utilized for the new program. If additional foreclosed homes are not available, Community Services proposes to partner with Habitat for Humanity to construct new homes on the NSP1 vacant lots that were not sold to adjacent lot owners. (There are four lots remaining.)

ANALYSIS: The addition of a first mortgage program for NSP1 will assist qualified and creditworthy households to purchase homes that they can afford to maintain. It will also assist us in continuing to meet the NSP1 set-aside that requires us to provide 25% of our allocation and program income for households who are 50% of median and below. By targeting the combat wounded Veterans we will be paying them back for their years of service for their country.

FINANCIAL INFORMATION: As of 1/28/2016, the City has approximately $1,426,400 in program income available for the program (including funds for administration). We anticipate being able to provide five (5) homes for qualified households.

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: Motion to approve NSP1 Program - Substantial Action Plan Amendment No. 10 after Public Hearing.

SPECIAL CONSIDERATION: Public Hearing has been advertised.

PRESENTATION INFORMATION: No presentation.

REQUESTED MEETING DATE: 2/22/2016

LOCATION OF PROJECT: See attached map of NSP Targeted Areas

ATTACHMENTS: Substantial Action Plan Amendment No. 10; Targeted Area Map

AMENDMENT NO 10 TO NSP ACTION PLAN

City of Port St. Lucie NSP1: Addition of City Held First Mortgage Program to Supplement Existing Second Mortgage Program

Introduction

On March 3, 2009, the City of Port St. Lucie entered into a grant agreement with HUD for $13,523,132 in NSP1 funds. The City has used these funds to make a substantial impact in terms of clearing blight, providing affordable homeownership opportunities, and creating jobs—all within the expenditure deadline of 3/3/2013. The NSP1 funds were initially used to purchase 175 foreclosed, abandoned, and vacant residential properties. With a combination of remaining NSP1 funds, program income, and some NSP3 funding, the City has rehabilitated and sold 122 homes to low-, moderate-, and middle-income families. One home has been repaired and is awaiting sale. One home was donated to a nonprofit, and another home (in a conversion area) was sold to a neighboring property owner. The remaining 30 homes were purchased and cleared under the City's Demolition activity. Three of these properties were transferred to the Public Works Department for drainage mitigation, one was transferred to the Utilities Department, nine (9) lots were reconstructed with new homes and two were combined with NSP3 funding, reconstructed, sold and reported under NSP3. The City still owns 7 cleared lots. Three of those lots are intended to be transferred to Habitat for Humanity.

The City still has over $1,426,200 in program income available (including funds for administration) and has been unable to purchase additional foreclosed homes that are affordable to income qualified households in the NSP1 areas of greatest need (targeted area) shown in the table below:

Targeted Census Tracts	
15.03	20.02
18.01	20.03
18.02	20.05
20.01	21.04
21.05	

Demographics available from HUD indicate that the census tracts in the area (described in the Targeted Census Tracts table above) still have a Foreclosure Score of 20, but a majority of the houses that have been available for purchase cannot be repaired and sold for a sales price that is affordable to a low, mod or even middle income household in Port St. Lucie. In addition, foreclosed homes are subject to competition from prospective owner occupants and investors and the City cannot get into a bidding war to obtain the properties.

For this reason, the City is planning to modify portions of the Action Plan Amendment to allow for the following:

- Addition of a City-held deferred first mortgage to supplement the program for lower income buyers who do not qualify for the original (second) mortgage program. This program will provide:
    - an increased subsidy to cover the entire value of the home;
    - a shorter affordability period;
    - payoffs calculated proportionately so that the mortgage is completely forgiven at the end of the mortgage term;

Those changes are indicated as follows:

1. Affordability Period, Repayment Schedule and Subsidy for deferred second mortgages will remain as stated in the original NSP1 Plan Amendment. The following revisions will be made to allow for the first mortgage program:

First Mortgage Program

Client income	Subsidy	Affordability Period	Repayment Schedule for Loan
Low to Middle income*	Appraised Value of Home (at time of transfer)	Existing Homes (15 years) Newly Constructed Homes (20 years)	The deferred loan will be at 0% interest, forgivable if the home remains owner occupied for 15 or 20 years or prorated proportionately for each full year of occupancy if occupied for less than 15 or 20 years.

2. The City's original intent is to purchase additional foreclosed houses, rehab and make them accessible as needed for new buyers and convey them to qualified households. If the City is unable to purchase additional foreclosed homes, then we may build on the vacant lots that were not conveyed to adjacent lot owners under the NSP1 side lot program. We anticipate that we will be able to purchase and rehab/make accessible or construct five (5) homes with the remaining program funds available for NSP1.

Compliance Requirements Met

1. LH25 set-aside

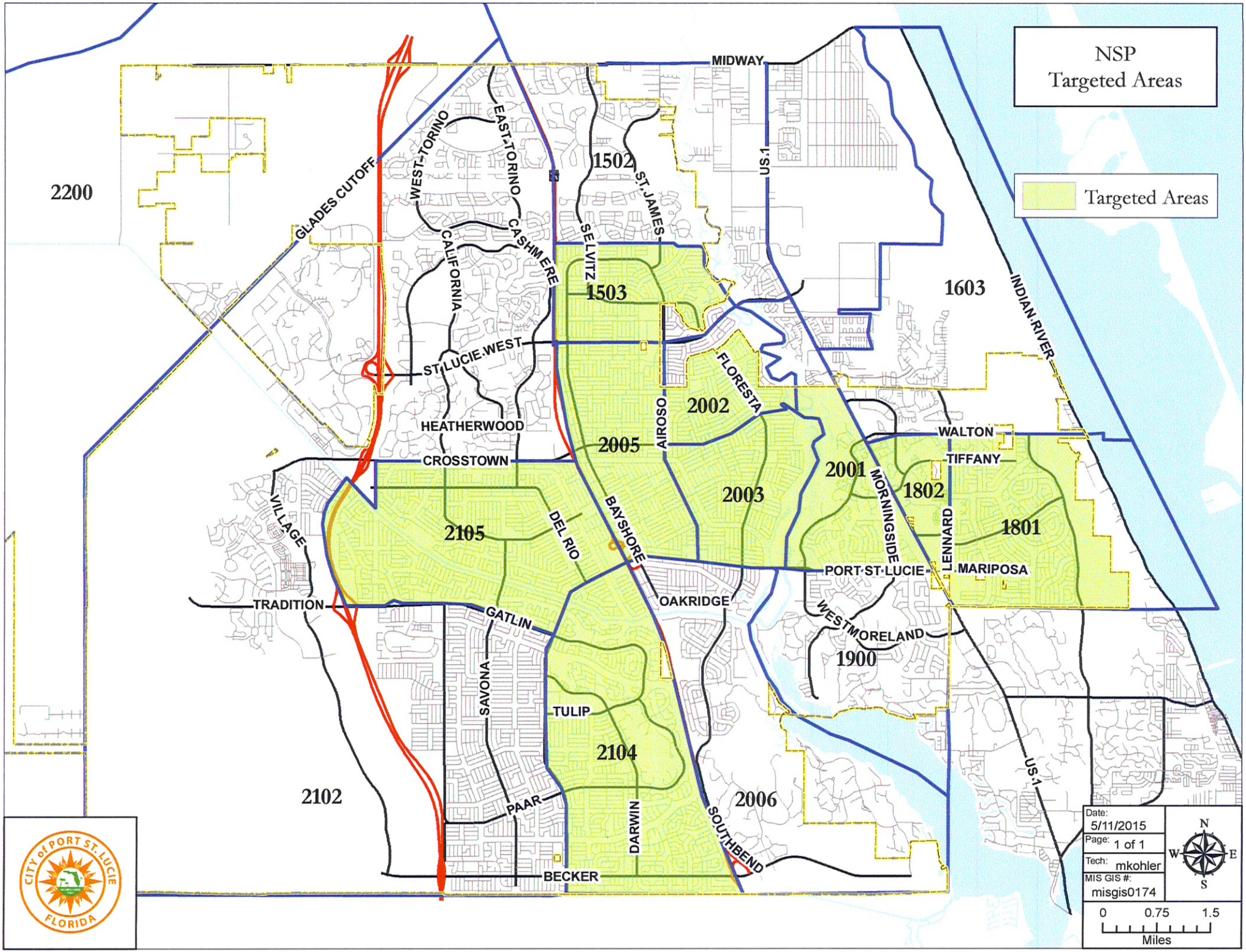
Title III of HERA requires that:

> "... not less than 25 percent of the funds appropriated or otherwise made available under this section shall be used for the purchase and redevelopment of abandoned or foreclosed upon homes or residential properties that will be used to house individuals or families whose incomes do not exceed 50 percent of area median income" [§2301 (f) 3 (A) ii].

Under the LH-25% set-aside, the City anticipated expending a minimum of $3,380,783, which is 25% of funds allocated. As of 1/28/16 we have expended $5,852,580 under the LH25 set-aside, which amounts to 33% of funds expended and encumbered. Revising the program to allow for a first mortgage program will allow the City of Port St. Lucie to continue spending NSP funding for those who have the greatest needs, reaching additional low to middle income households. The City may limit the income of these prospective households to low income in order to meet set-aside requirements.

Conclusion

As described above, the City of Port St. Lucie has determined that providing the above described program for our combat wounded Veterans will satisfy all of the guidelines for the NSP program, helping to stabilized the neighborhoods and provide much needed housing affordability to our most valued but vulnerable citizens. The City requests HUD approval to revise the Action Plan Amendment to allow for the above described First Mortgage Program in the NSP1 areas of greatest need.


NSP
Targeted Areas
Targeted Areas
MIDWAY
US.1
INDIAN RIVER
GLADES CUTOFF
WEST TORINO
EAST TORINO
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CASHMERE
SELVITZ
ST. JAMES
ST. LUCIE WEST
HEATHERWOOD
CROSSTOWN
VILLAGE
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CITY of PORT ST. LUCIE FLORIDA

ADDITIONAL INFORMATION

COUNCIL ITEM 10A
DATE 2/22/16

CITY OF PORT ST. LUCIE
Planning and Zoning Department
121 S.W. Port St. Lucie Blvd., Building B
Port St. Lucie, FL 34984-5099
www.cityofpsl.com

MEMORANDUM

TO: Jeff Bremer, City Manager

FROM: Patricia A. Tobin, AICP, Director of Planning and Zoning

RE: February 22, 2016 City Council Meeting Agenda Item #10(A)

DATE: February 19, 2016

Please find attached a letter requested to be added to Item # 10(A) – Ordinance 16-11 and distributed to the City Council for Monday night's meeting. Thank You.

RECEIVED
FEB 19 2016
CITY MANAGER'S OFFICE

THE LAW OFFICE OF
CYNTHIA G. ANGELOS,
P.A.

CYNTHIA G. ANGELOS

MICHELLE HORNSBY
PARALEGAL

POST OFFICE BOX 9163
PORT ST. LUCIE, FL 34985
TEL: (772) 252-3000
CYNTHIA@JANGELOSLAW.COM

OF COUNSEL
DANIEL K. BANDKLAYDER, PA
NICHOLAS M. GIESELER
STEVEN GEOFFREY GIESELER
JOHN J. MCGLYNN III

February 19, 2016

RECEIVED
FEB 19 2016
PLANNING DEPARTMENT
CITY OF PORT ST. LUCIE, FL

DELIVERED BY EMAIL TO: annec@cityofpsl.com

Anne Cox, Assistant Director of Planning and Zoning
City of Port St. Lucie
Planning and Zoning Department
121 S.W. Port St. Lucie Blvd.
Port St. Lucie, FL 34984-5099

RE: P15-144
Tradition Land Company, LLC
Comprehensive Plan Amendment Application Large Scale

Dear Ms. Cox,

I am writing on behalf of Allied New Technologies Inc. and Chem-Tex Supply Corp. (hereinafter referred to as Allied). Allied owns and operates a chemical manufacturing plant located at 9545 Rangeline Road, Fort Pierce, FL. The plant is located within 750 feet of the property which is the subject of the referenced application. Allied has been manufacturing sodium hypochlorite, commonly referred to as chlorine bleach, at its Rangeline Road facility since 1985. Allied completed construction of its new sixty million dollar Salt to Bleach Plant on this site in 2010. Allied's property, and other properties along Rangeline Road, are zoned heavy industrial under the Saint Lucie County Zoning Code.

The subject application seeks a proposed change to the Future Land Use Map to modify the Open Space Conservation/ Open Space Recreation Designation buffer along Rangeline Road directly across from the Allied site. The application seeks to reduce the buffer from 500 feet to 50 feet. The area to be removed from the buffer is proposed to be designated as New Community Development District (NCD).

There is a concern with residential homes being developed literally directly across the street from two heavy industrial neighbors: Allied, a large, long-time chemical manufacturer, and Liberty Tire, a long-time tire recycler. We have discussed this concern with the Developer's representatives and believe adequate set- backs can be incorporated to ensure the safety and well–being of the public. To that end, we thought it important that Council and staff be made aware of this issue, so that adequate set-backs will be incorporated in future plans.

Please place my office on the contact list for all future development applications on the property. We ask that this letter be provided to Council and accompany the proposed comprehensive plan amendment, if transmitted, to the Florida Department of Economic Opportunity and the reviewing agencies.

Respectfully,

THE LAW OFFICE OF CYNTHIA G. ANGELOS

s/ Cynthia Angelos
Cynthia Angelos

cc: Tradition Land Company
Noreen Dryer, Esq.
Steven D. Garrett

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 10A
Meeting Date: 2/22/16

TO:	Mayor and City Council
THRU:	Jeff Bremer, City Manager
THRU:	Daniel Holbrook, Assistant City Manager – Community Development Director
FROM:	Patricia A. Tobin, AICP, Director of Planning and Zoning
Agenda Item:	Ordinance: Comprehensive Plan Amendment – Tradition Land Company, LLC (P15-144)
Submittal Date:	2/11/2016

16-11

STRATEGIC PLAN LINK: This item is consistent with Goal 3: Balanced and Responsible Growth and Objective 4: Continue the development of Tradition Master Planned Community of the Strategic Plan.

BACKGROUND: Wesley McCurry of Fishkind & Associates, Inc. acting as agent for Tradition Land Company, LLC has requested to amend the Future Land Use Map, text of the Future Land Use Element, and several maps of the City's Comprehensive Plan.

ANALYSIS: See attached staff report.

FINANCIAL INFORMATION: NA

LEGAL INFORMATION: The ordinance was approved as to form by Attorney Brennan Keeler.

PLANNING AND ZONING BOARD RECOMMENDATION: The Planning and Zoning Board unanimously recommended to transmit the proposed comprehensive plan amendment to the Florida Department of Economic Opportunity and the reviewing agencies for review and comment at their February 2, 2016 meeting.

SPECIAL CONSIDERATION: A motion is needed on the transmittal of the proposed amendment to the Florida Department of Economic Opportunity and reviewing agencies.

PRESENTATION INFORMATION: NA

REQUESTED MEETING DATE: 2/22/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: Staff report, application, and ordinance.

PT/ac

RECEIVED

FEB 1 1 2016

CITY MANAGER'S OFFICE

ORDINANCE 16-11

AN ORDINANCE OF THE CITY OF PORT ST. LUCIE, FLORIDA, AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF PORT ST LUCIE TO INCLUDE A LARGE SCALE AMENDMENT CONSISTING OF MAP AND TEXT AMENDMENTS TO THE FUTURE LAND USE ELEMENT AND AMENDMENTS TO THE MAP SERIES AS REQUESTED BY TRADITION LAND COMPANY, LLC (P15-144); 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, the City of Port St. Lucie has received an application from Tradition Land Company, LLC for a large scale amendment consisting of text amendments to the Future Land Use Element of the City of Port St. Lucie Comprehensive Plan, in accordance with Section 163.3184, Florida Statutes; 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 proposed amendment (P15-144) to the Comprehensive Plan and submitted its recommendations thereon to the City Council; and

WHEREAS, having considered the recommendations of the Planning and Zoning Board, the Port St. Lucie City Council has prepared this amendment to the City's Comprehensive Plan as a Large Scale Amendment in accordance with Section 163.3184, Florida Statutes, and the proposed amendment has been reviewed by the Department of

Economic Opportunity and the state agencies; and

WHEREAS, the City Council held two public hearings on 2016, and 2016 to consider the proposed large scale amendment, advertising of the public hearings having been made, and;

WHEREAS, the Port St. Lucie City Council desires to hereby formally adopt this amendment (P15-144) to the City's Comprehensive Plan.

NOW, THEREFORE, THE CITY OF PORT ST. LUCIE HEREBY ORDAINS:

Section 1. The Comprehensive Plan of the City of Port St. Lucie is hereby amended in the following respect:

The text of the Future Land Use Element is hereby amended as shown on the attached Exhibits "A-1" through "A-15".

Section 2. 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 effective date of this plan amendment shall be thirty-one (31) days after the state land planning agency notifies the City that the plan amendment package is complete, pursuant to Section 163.3187(3) (c)(4), Florida Statutes. If timely challenged, this amendment does not become effective until the state land planning agency or the

Administration Commission enters a final order determining the adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which shall be sent to the state land planning agency.

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:

_____
City Attorney

City of Port St. Lucie
Planning and Zoning Department
A City for All Ages

TO: **PLANNING & ZONING BOARD - MEETING OF FEBRUARY 2, 2016**

FROM: **ANNE COX, ASSISTANT DIRECTOR OF PLANNING AND ZONING** AC

RE: **TRADITION LAND COMPANY, LLC**
COMPREHENSIVE PLAN AMENDMENT APPLICATION-
LARGE SCALE
PROJECT NO. P15-144

DATE: **JANUARY 21, 2016**

The City has been requested by Steven Garrett of Lucido & Associates, Inc., acting as agent for Tradition Land Company, LLC, to amend the text of the Future Land Use Element, the Future Land Use Map and several maps of the City's Comprehensive Plan. The proposed changes to the Future Land Use Element include modifying Figure 1-3, Tradition/Western Grove Conceptual Land Use Plan, and Policy 1.2.8.1 which sets forth the density and intensity of the Tradition/Western Grove NCD District. The proposed change to the Future Land Use Map is to modify the Open Space Conservation/Open Space Recreation (OSC/OSR) designated buffer along Range Line Road. The following maps are also proposed to be amended: TRN-2: Future Number of Lanes, TRN-3a: Future Functional Class, TRN-9: Future Bike Lanes (2035), TRN-10: Future Sidewalks (2035), and TRN-11: Existing/Future Transportation (2035). The proposed amendments are shown on Exhibits "A-1" through "A-15" of the attached ordinance.

Figure 1-3 is required by Policy 1.2.1.3 of the Comprehensive Plan to illustrate how the land use sub-categories (Residential, Neighborhood/Village Commercial, Employment Center, Regional Business Center and Mixed Use) are allocated, where they are located, and how they would function in relation to each other in the Tradition and Western Grove developments. The existing map does not show the land use sub-categories or roads, so they are now being incorporated onto the map. Acreage is also being moved from the Tradition Sub-district into the Western Grove Sub-district. The acreages for the Sub-districts comparing the existing and proposed in the application do not add up due to error in the original acreages. The buffer along Range Line Road is also proposed to be reduced from an average width of 500 feet to a 50 foot width in accordance with Policy 1.2.5.2.ii, since the area has less than 75 percent native vegetation coverage. The area

is designated as OSC/OSR on the Future Land Use Map. The area to be removed from the buffer is proposed to be designated as New Community Development District (NCD).

Policy 1.2.8.1 is proposed to be amended to reduce the number of residential units for the district by 1,017 units from 11,307 to 10,290 and to reduce the non-residential development from 2,358,810 square feet to 1,990,000 square feet.

Maps TRN-2: Future Number of Lanes, TRN-3a: Future Functional Class, TRN-9: Future Bike Lanes (2035), TRN-10: Future Sidewalks (2035), and TRN-11: Existing/Future Transportation (2035) are proposed to be amended to remove the future segment of Tradition Parkway from N/S Road A to Rangeline Road. The application indicates that the traffic study submitted with the proposed changes to the Western Grove DRI determined that deletion of this segment will not adversely impact the regional roadway network or adjacent roads because the roadway had very low projected volumes and adjacent roadways will be able to provide connectivity with adequate capacity.

The proposed amendments to the City's Comprehensive Plan are consistent with proposed changes to the Tradition DRI (P15-143) and the Western Grove DRI (P15-142), which will be presented to the board at a later date.

STAFF RECOMMENDATION:

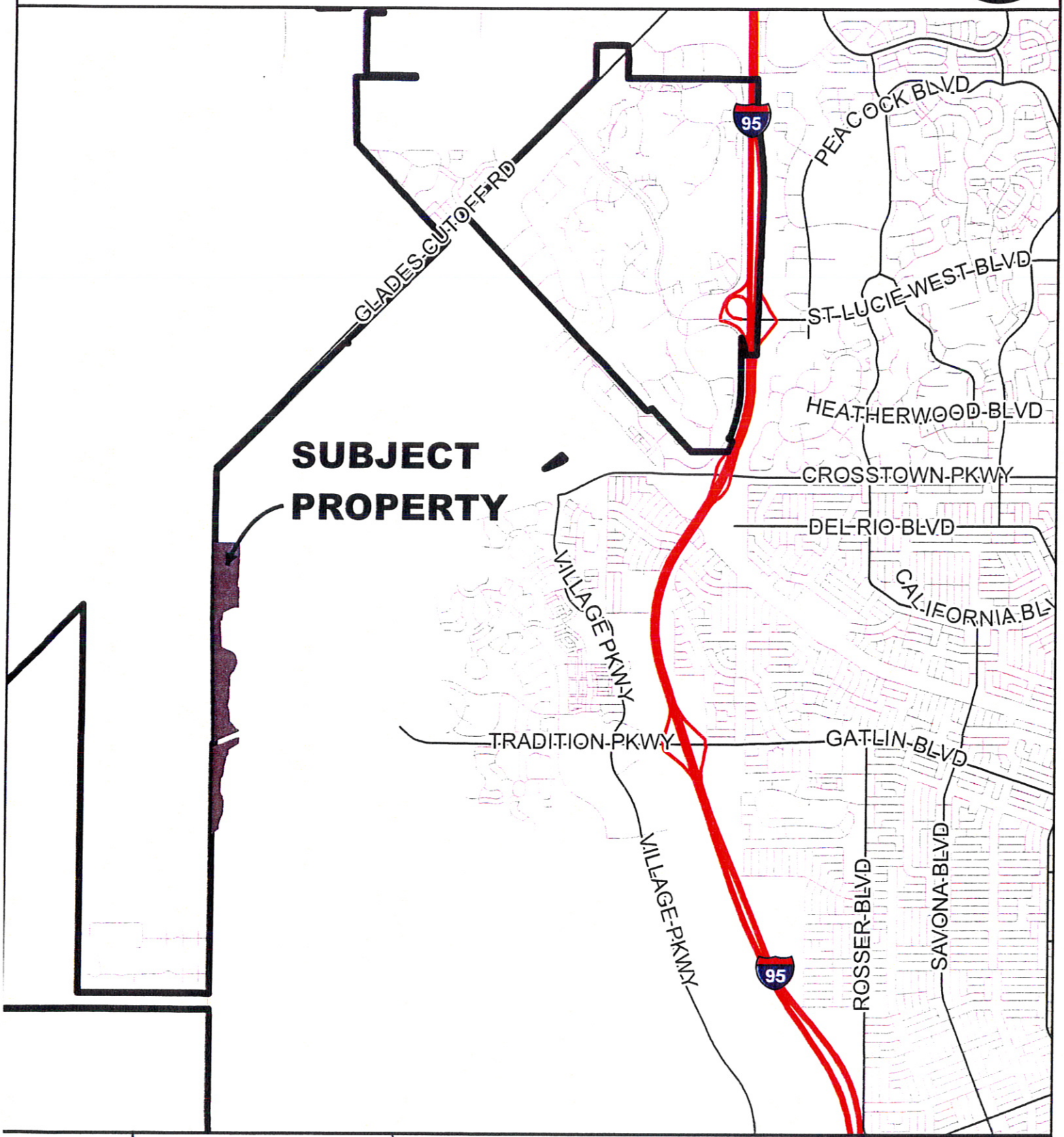
The Planning and Zoning Department recommends transmittal of the proposed comprehensive plan amendment to the Florida Department of Economic Opportunity and the reviewing agencies for review and comment.

PLANNING AND ZONING BOARD ACTION OPTIONS:

- Motion to recommend approval to the City Council
- Motion to recommend approval to the City Council with changes
- Motion to recommend denial to the City Council

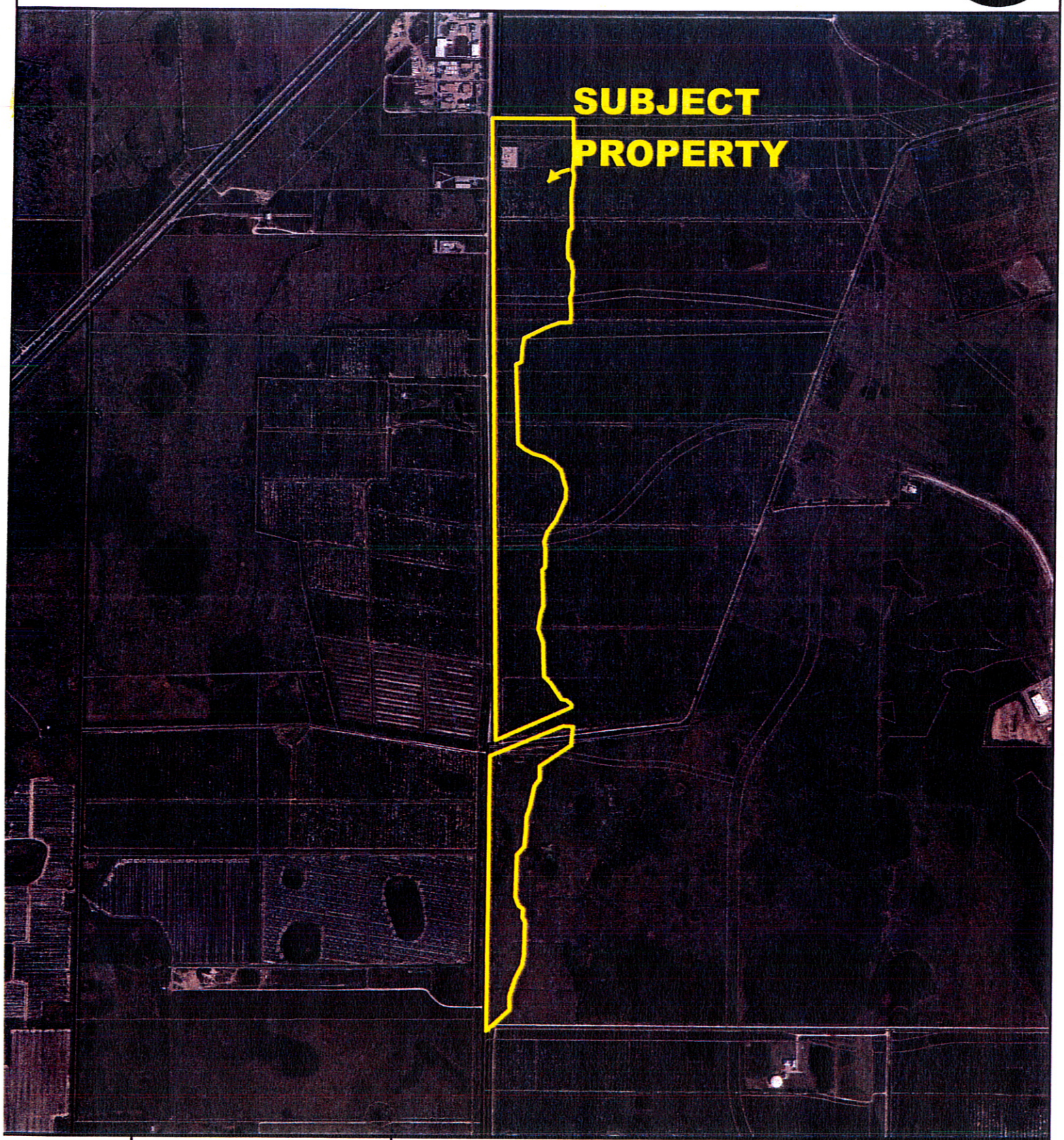
* Should the Board need further clarification or information from either the applicant and/or staff, it may exercise the right to table or continue the hearing or review to a future meeting.

GENERAL LOCATION



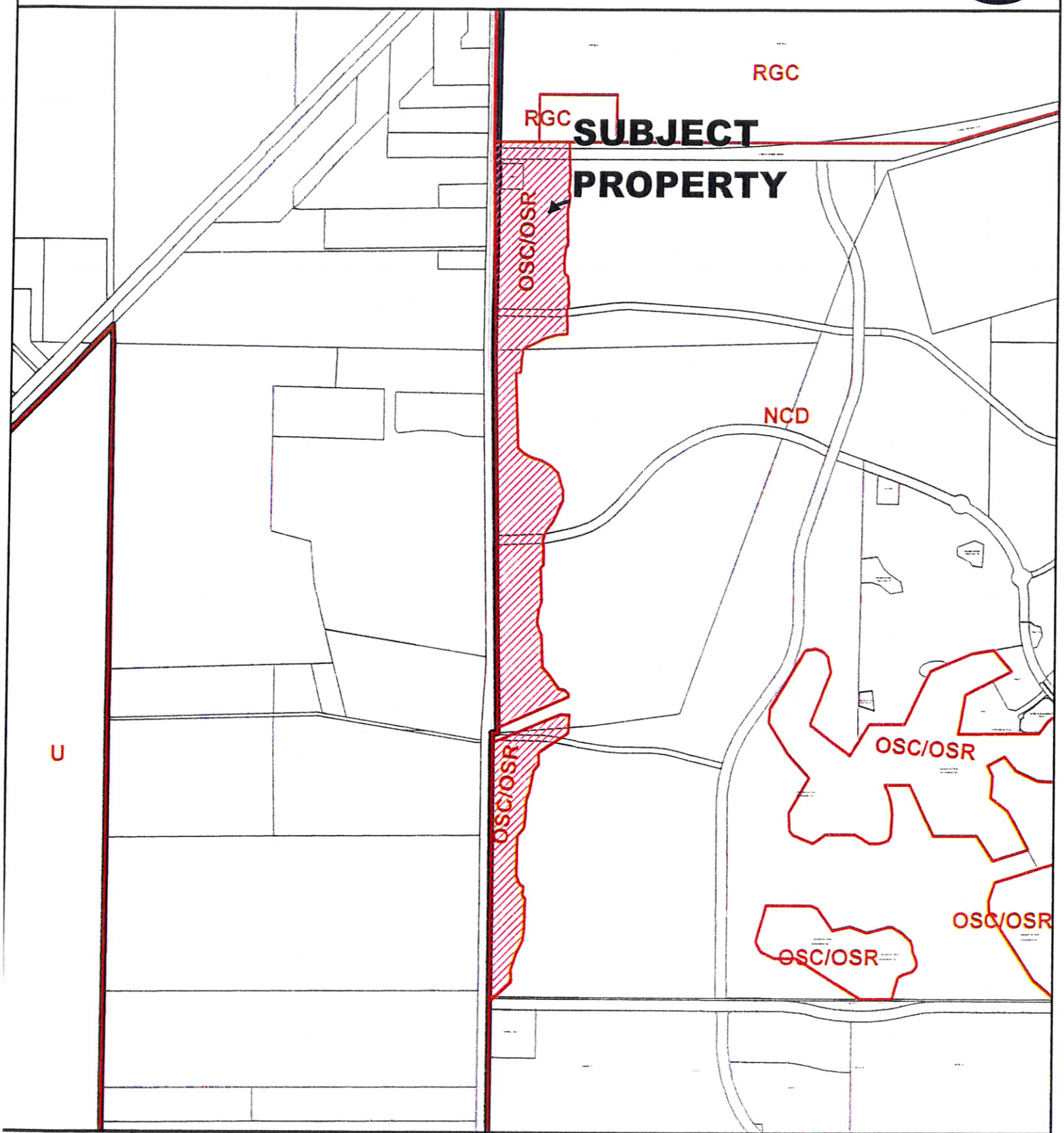
CITY OF PORT ST. LUCIE FLORIDA	CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	COMPREHENSIVE PLAN AMENDMENT TRADITION/WESTERN GROVE SECTIONS 6-8, TWP. 37S, RANGE 39E	DATE: 1/20/2016 APPLICATION NUMBER: P15-144 USER: patricias SCALE: 1 in = 1 miles

AERIAL



CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	COMPREHENSIVE PLAN AMENDMENT TRADITION/WESTERN GROVE SECTIONS 6-8, TWP. 37S, RANGE 39E AERIAL DATE 2014	DATE: 1/12/2016 APPLICATION NUMBER: P15-144 USER: patricias SCALE: 1 in = 1,700 ft	

FUTURE LAND USE



CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	COMPREHENSIVE PLAN AMENDMENT TRADITION/WESTERN GROVE SECTIONS 6-8, TWP. 37S, RANGE 39E	DATE: 1/12/2016 APPLICATION NUMBER: P15-144 USER: patricias SCALE: 1 in = 1,800 ft	

TRADITION/ WESTERN GROVE DEVELOPMENTS OF REGIONAL IMPACT

Comprehensive Plan Amendment

Owner/ Applicant:

Wesley McCurry, (C/O Fishkind & Associates, Inc.)
Tradition Land Company, LLC
10521 SW Village Center Drive
Port St. Lucie, FL 34987
772-340-3500

Michael Wolf, Vice President of Land Acquisitions
WCI Communities, LLC
24301 Walden Center Drive
Bonita Springs, FL 34134
239-498-8315

Agent:

Steven Garrett, Vice President
Lucido & Associates
701 SE Ocean Boulevard
Stuart, FL 34994
772-220-2100

SECTION I: Application For Comprehensive Plan Amendment

APPLICATION FOR COMPREHENSIVE PLAN AMENDMENT

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 _____
Fee (Nonrefundable)$_____
Receipt # _____

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 advertising for the Planning and Zoning Board meeting. **All** items on this application should be addressed, otherwise it can not be processed. Attach proof of ownership; two copies of deed. Please type or print clearly in **BLACK** ink.

PRIMARY CONTACT EMAIL ADDRESS: sgarrett@lucidodesign.com

PROPERTY OWNER

Name: Tradition Land Company, LLC
Address: 4333 Edgewood Road, NE
Cedar Rapids, IO 52499
Telephone No. (319)355-2304 Fax No.: _____

IF PROPERTY IS IN MULTIPLE OR CORPORATE OWNERSHIP, PLEASE PROVIDE ONE CONTACT PERSON.

Name: David Feltman (C/O Wesley McCurry - Fishkind & Associates)
Address: Tradition Land Company, LLC (C/O 10489 SW Meeting Street)
4333 Edgewood Road, NE, Cedar Rapids, IO 52499 (Port St. Lucie FL 34987)
Telephone No.: 772-340-3500 Fax No.: (772)340-3718

AGENT OF OWNER (if any)

Name: Steven D Garrett, Lucido & Associates
Address: 701 SE Ocean Blvd
Stuart, FL 34994
Telephone No.: (772)220-2100 Fax No.: (772)221-0220

PROPERTY INFORMATION

Boundary Description (attach map) N/A (figure amendments)
Property Tax I.D. Number N/A (figure amendments)
Current Land Use N/A (figure amendments) Proposed Land Use N/A (figure amendments)
Current Zoning N/A (figure amendments) Acreage of Property N/A (figure amendments)

Reason for Comprehensive Plan Amendment _____

(refer to Section IV, page 5-6 for detailed explanation for reason of comprehensive plan amendment)

*Signature of Owner | Hand Print Name | Date

*If signature is not that of 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.

H:\PZ\SHARED\APPLCTN\CPAAPPL(06/23/11)

SECTION II: Introduction

A. Background

Western Grove is an approved Development of Regional Impact located in the City of Port St. Lucie. The current approximately 1,593.22 acre site is located west of Interstate 95, north of Discovery Way, south of Crosstown Parkway and east of Rangeline Road. Refer to Location Map, Page 7.

The project is currently approved for:

4,062 residential units
365,904 sq. ft – Commercial/Retail
250,906 sq. ft. – Office

The Western Grove property is being purchased by WCI Communities, LLC and concurrent with this application a Notice of Proposed Change (NOPC) for both Western Grove and an NOPC for Tradition have been submitted to accommodate changes requested by Tradition Land Company and WCI Communities.

The proposed changes are to provide and accommodate sufficient land area, unencumbered by roadways and related infrastructure, for development of a golf course residential community and provide updates to the appropriate figures and maps within the Comprehensive Plan.

SECTION III: Port St. Lucie CPA

A. Land Use Amendment Application Summary

Application No:_____ **Receipt Number:** _____ **Fee: $**_____

Location: Refer to Location Map, Page 7.
Plat: Unplatted **Block:** N/A **Lot:** N/A

Owner's Name:
Tradition Land Company, LLC

Wes McCurry
Fishkind & Associates

Address:
4333 Edgewood Rd., NE
Cedar Rapids, IO, 52499
10489 SW Meeting Street
Port St. Lucie, FL 34987

Telephone:
772-340-3500

Fax:
772-340-3718

Acreage:
N/A (figure amendments)

Existing Land Use Designations:
N/A (figure amendments)

Existing Zoning:
N/A (figure amendments)

Proposed Port St. Lucie Land Use Designation:
N/A (figure amendments)

Surrounding Land Use Designation:
N/A (figure amendments)

Surrounding Zoning:
N/A (figure amendments)

Surrounding Existing Uses:
N/A (figure amendments)

Nearest public water and facility:
N/A (figure amendments)

Nearest sanitary sewer and facility:
N/A (figure amendments)

Flood Zone:
N/A (figure amendments)

Wetlands:
N/A (figure amendments)

Existing Structures:
N/A (figure amendments)

Existing Vegetation:
N/A (figure amendments)

SECTION IV: Proposed Future Land Use Amendments

A. Proposed Amendments to the Future Land Use Element

1. Amendments to Existing Figures within the Future Land Use Element. The following new figures are proposed to be amended within Future Land Use Element:

Figure 1-3, Tradition/ Western Grove Conceptual Land Use Plan, depicts the conceptual master plan required by NCD District Policy 1.2.1.3 to illustrate how the land use sub-categories (Residential, Neighborhood Village, Town Center, Resort, Mixed-Use and Employment Center) would be allocated, where they would be located, and how they would function in relation to each other. Exhibit "B", page 9 shall adopted as the new Figure 1-3, Tradition/Western Grove Conceptual Land Use Plan, of the Future Land Use Element. The new Figure shall be located at the end of the NCD Policy section. The net cumulative revisions to Figure 1-3 are illustrated below:

Legend	Unit	Existing	Proposed	Change
NCD	acres	+/- 4,233.44	detail prov.	N/A
OSC/OSR	acres	+/- 374.68	detail prov.	N/A
NCD Districts				
Sub-district 1 (Tradition)				
	Acres	3,014.82	2,727.45	(-) 287.37
	DU	7,245	6,290	(-) 955
Hotel	units	150	150	0
	SF	1,740,000	removed	removed
Residential	acres	not provided	2,144.11	N/A
Village Center	acres	not provided	4.60	N/A
Town Center	acres	not provided	122.75	N/A
Mixed Use	acres	not provided	455.99	N/A
OSC/OSR	acres	not provided	40.82	N/A
Sub-district 2 (Western Grove)				
	Acres	1,593.30	1,941.41	(+) 348.11
	DU	4,062	4,000	(+) 955 (-) 1,017
	SF	618,810	removed	removed
Residential	acres	not provided	1,614.79	N/A
Village Center	acres	not provided	19.04	N/A
OSC/OSR	acres	not provided	307.58	N/A

Amend existing maps to reflect the proposed change of the removal of Tradition Parkway from N/S Road A to Rangeline Road; TRN-3a: Future Functional Class, TRN-9:Future Bike Lanes (2035), TRN-2: Future Number of Lanes and TRN-10:Future Sidewalks (2035).

2. Amendments to Existing Text within the Future Land Use Element. The following amended Policy 1.2.8.1 text is proposed to be added to the Future Land Use Element which reflects a decrease of 1,014 residential units and 368,810 non-residential square feet:

Policy 1.2.8.1: The density and intensity of the Tradition/ Western Grove NCD District shall be limited to ~~11,307~~ 10,290 residential units, ~~2,358,810~~ 1,990,000 non-residential square feet, 150 hotel rooms, and institutional, civic, recreation and accessory uses. The City may increase or decrease the above development units as may be provided for in an Equivalency Matrix adopted as part of an approved DRI Development Order.

3. Modification to FLU-1: Future Land Use. Amending the OSC/OSR area adjacent to Rangeline Road to reflect Policy 1.2.5.2.ii.

4. Removal of Tradition Parkway from N/S Road A west to Rangeline Road.

a. The proposed changes are consistent with Regional Policy in that there will be sufficient road right-of-way on the regional roadway network to provide for an efficient multi-modal transportation system. The current Western Grove traffic study analyzed the road network in 2040 without the extension of Tradition Parkway (from North-South Road A to Rangeline Road) and determined that removal of the road has no impact on the regional roadway network or adjacent roadways because the roadway had very low volumes and adjacent road segments provide the necessary connectivity with adequate capacity.

B. Public Facilities Analysis

There is a decrease in allowed density and intensity proposed, therefore a public facilities analysis is not warranted. A full analysis was conducted to determine the maximum public facilities impacts that could be expected from development of the property at the uses proposed under Policy 1.2.8.1 when originally adopted. Please refer to the summary and justification contained in the Western Grove DRI Notice of Proposed Change (NOPC) for a detailed explanation of the proposed changes.

C. Consistency with the Policies of the Port St. Lucie Comprehensive Plan

The Western Grove DRI is consistent with the City of Port St. Lucie Comprehensive Plan. The property has a New Community Development (NCD) land use. The map amendment proposed in this application is intended to accompany the revision to Western Grove DRI Map H so that Figure 1-3 is consistent with the Map H proposed in the concurrent NOPC request.

Steven D Garrett
Lucido & Associates

08/31/15
Date

LOCATION MAP:

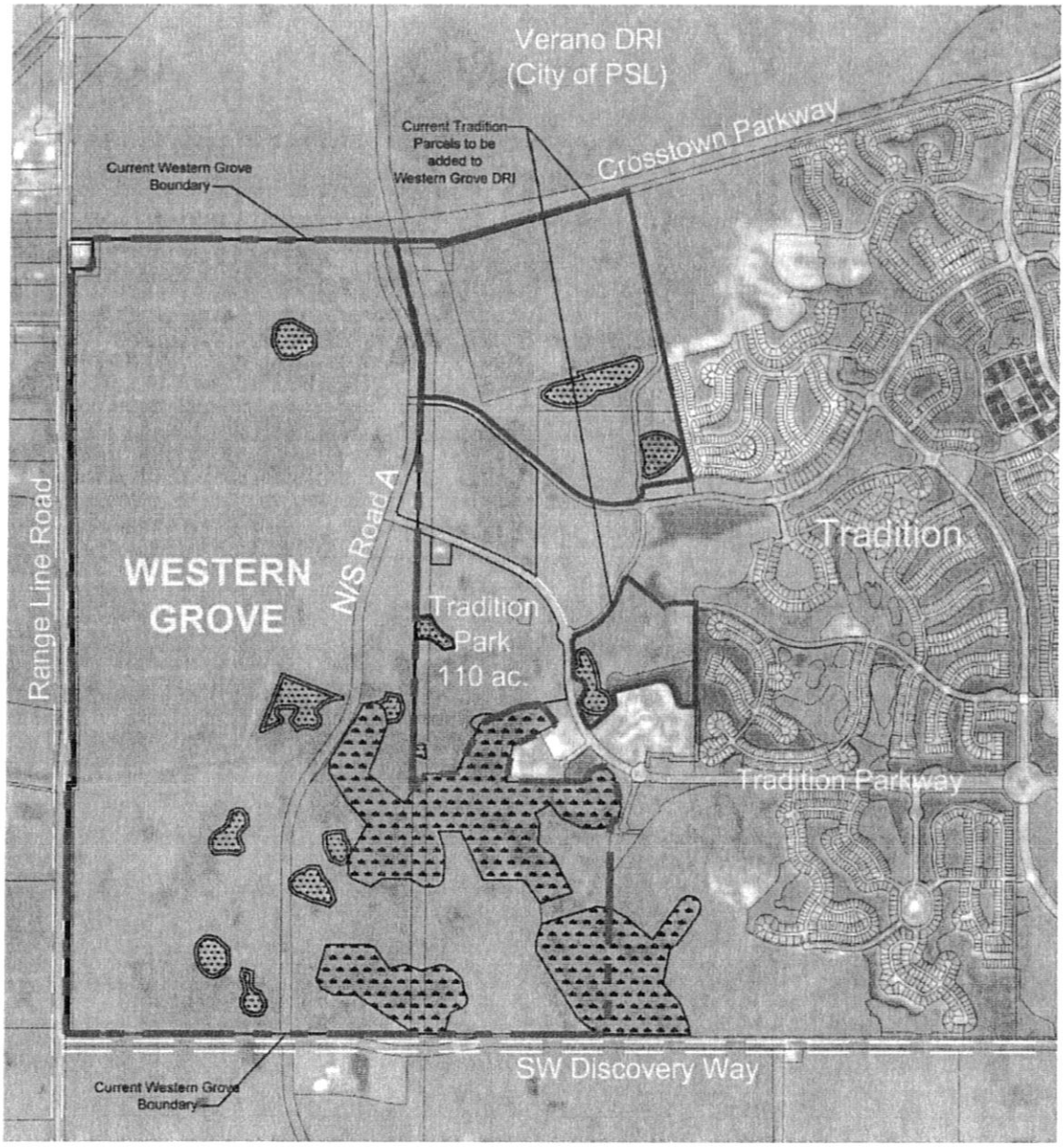
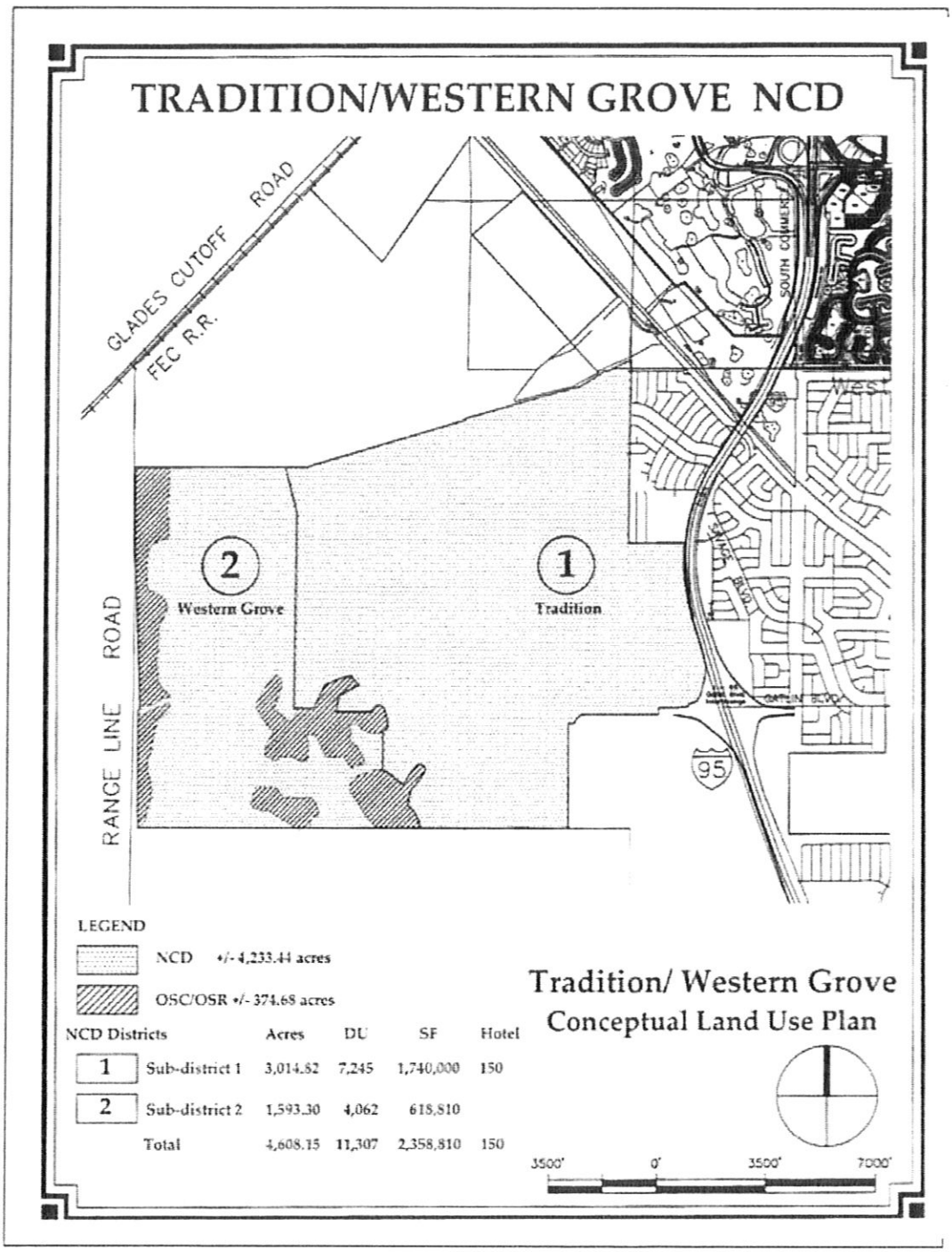


EXHIBIT "A":
EXISTING Tradition/Western Grove Conceptual Land Use Plan

Figure 1-3



NCD Districts		Acres	DU	SF	Hotel
1	Sub-district 1	3,014.82	7,245	1,740,000	150
2	Sub-district 2	1,593.30	4,062	618,810	
	Total	4,608.15	11,307	2,358,810	150

EXHIBIT "B":
PROPOSED Tradition/Western Grove Conceptual Land Use Plan

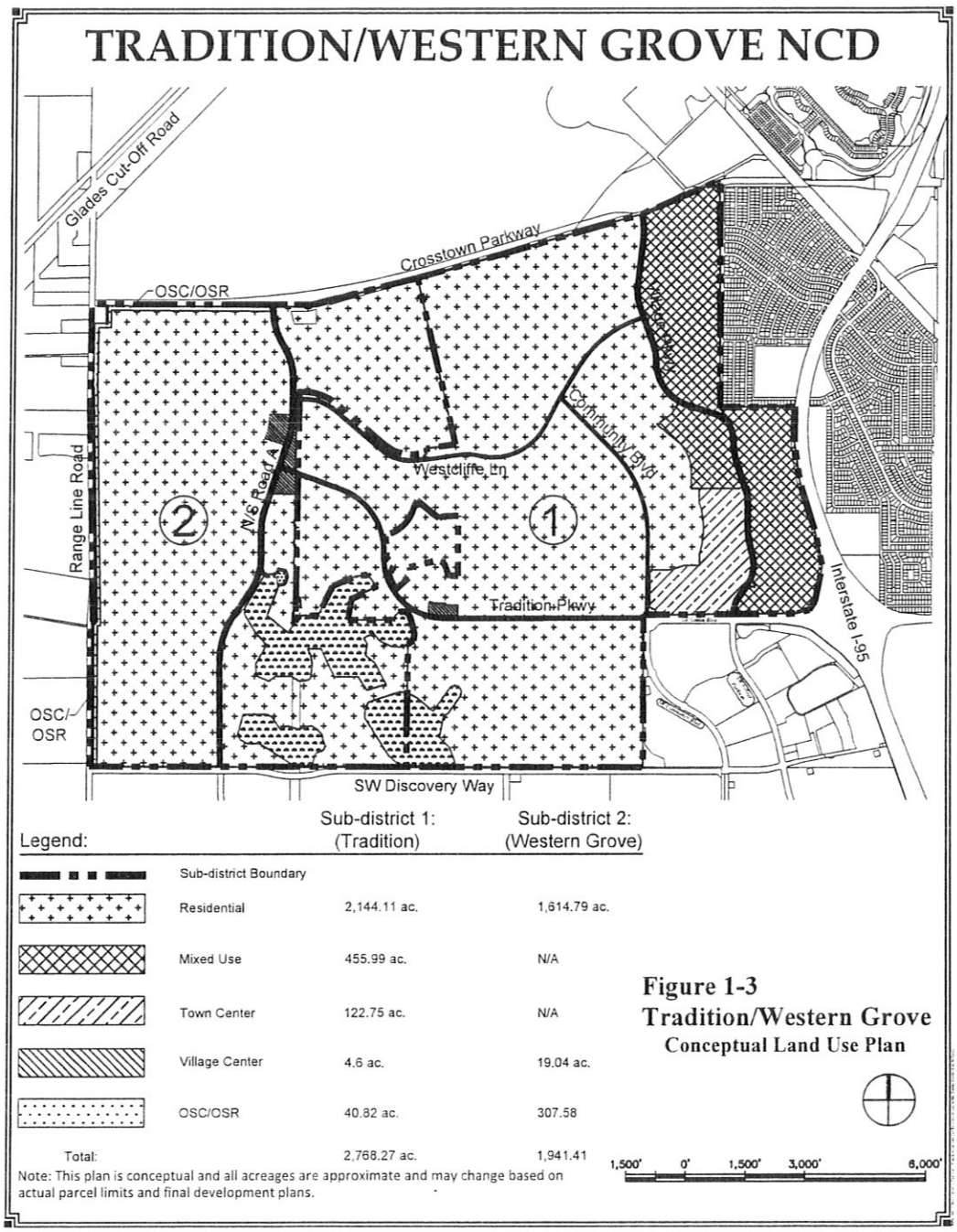


Figure 1-3
Tradition/Western Grove
Conceptual Land Use Plan

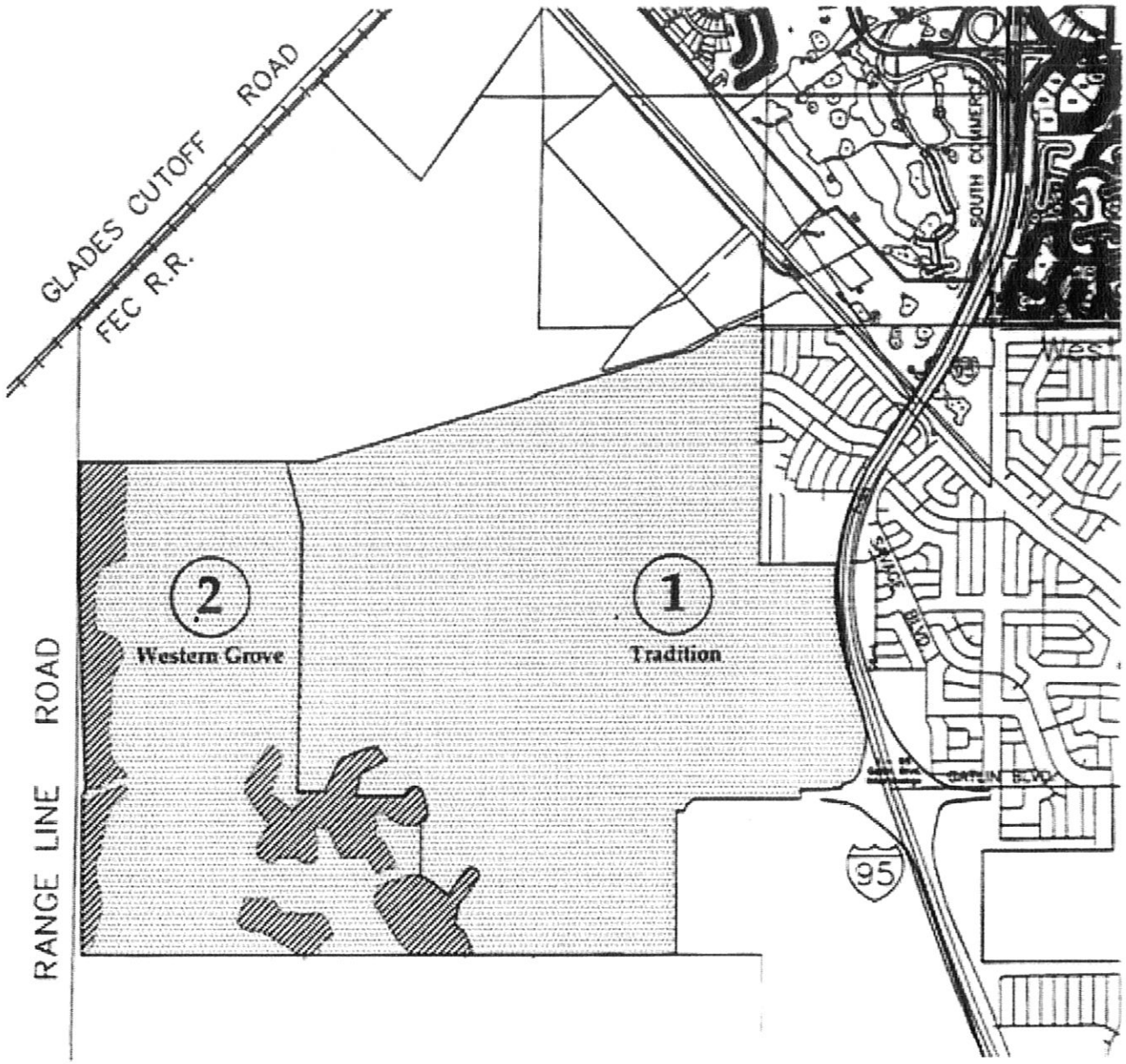
Exhibit "A-1"

Policy 1.2.8.1: The density and intensity of the Tradition/Western Grove NCD District shall be limited to ~~11,307~~ 10,290 residential units, ~~2,358,810~~ 1,990,000 non-residential square feet, 150 hotel rooms, and institutional, civic, recreation and accessory uses. The City may increase or decrease the above development units as may be provided for in an Equivalency Matrix adopted as part of an approved DRI Development Order.

Figure 1-3 Existing

Exhibit A-2

TRADITION/WESTERN GROVE NCD



LEGEND

NCD +/- 4,233.44 acres

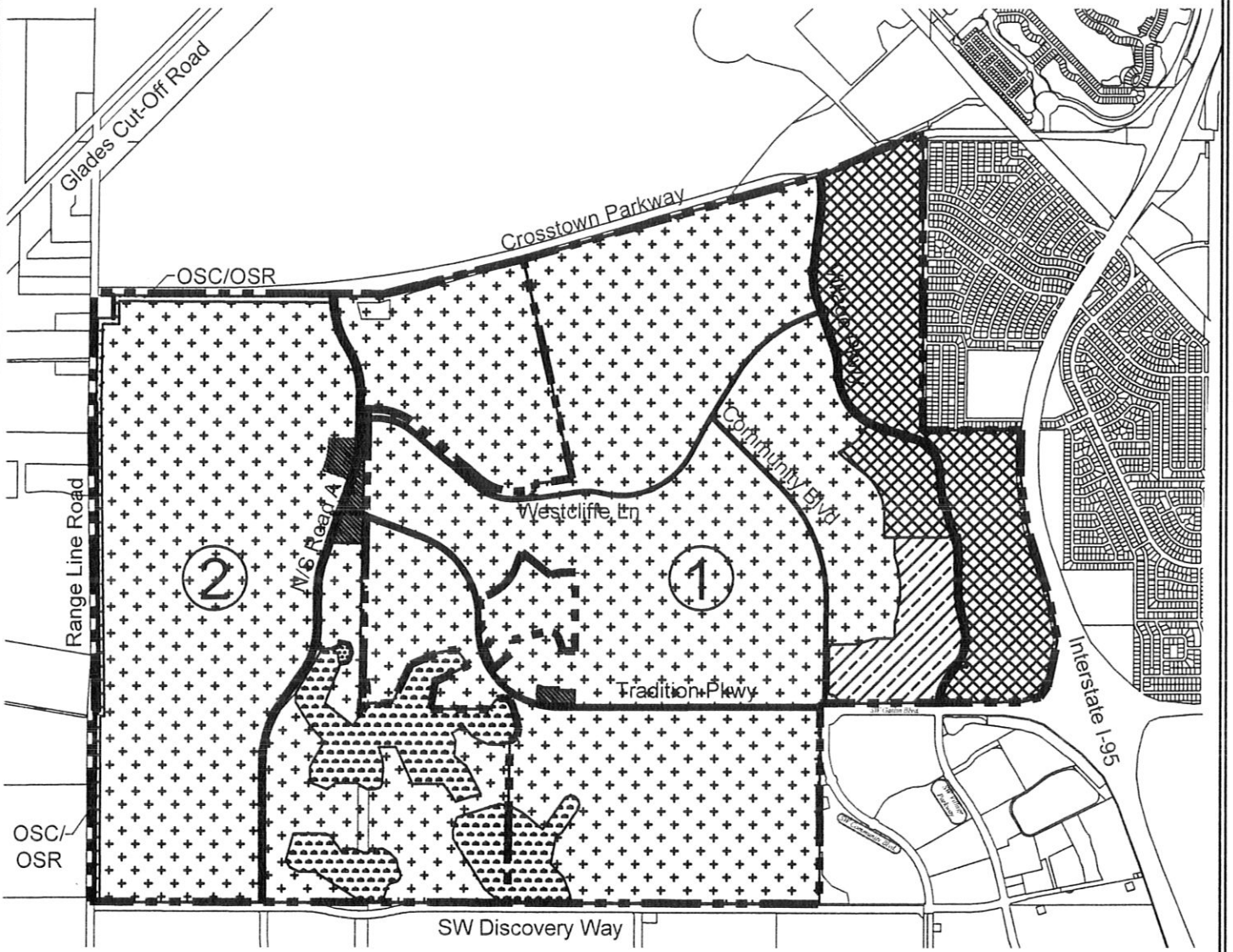
OSC/OSR +/- 374.68 acres

NCD Districts		Acres	DU	SF	Hotel
1	Sub-district 1	3,014.82	7,245	1,740,000	150
2	Sub-district 2	1,593.30	4,062	618,810	
	Total	4,608.15	11,307	2,358,810	150

Tradition/ Western Grove Conceptual Land Use Plan

3500' 0' 3500' 7000'

TRADITION/WESTERN GROVE NCD



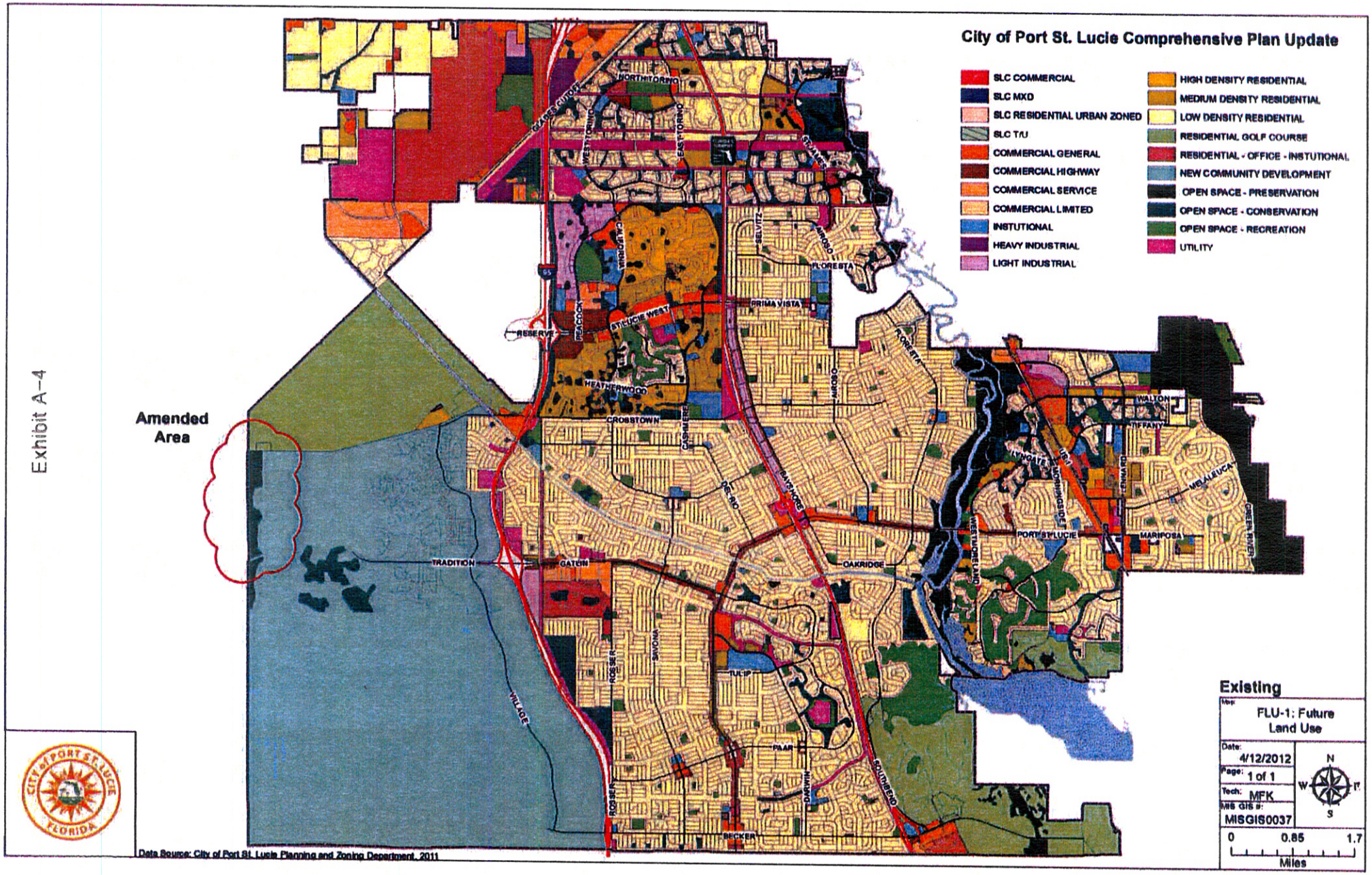
Legend:		Sub-district 1: (Tradition)	Sub-district 2: (Western Grove)
	Sub-district Boundary		
	Residential	2,144.11 ac.	1,614.79 ac.
	Mixed Use	455.99 ac.	N/A
	Town Center	122.75 ac.	N/A
	Village Center	4.6 ac.	19.04 ac.
	OSC/OSR	40.82 ac.	307.58
Total:		2,768.27 ac.	1,941.41

Note: This plan is conceptual and all acreages are approximate and may change based on actual parcel limits and final development plans.

Figure 1-3
Tradition/Western Grove
Conceptual Land Use Plan

1,500' 0' 1,500' 3,000' 6,000'

Exhibit A–4


City of Port St. Lucie Comprehensive Plan Update
SLC COMMERCIAL
SLC MXD
SLC RESIDENTIAL URBAN ZONED
SLC T/U
COMMERCIAL GENERAL
COMMERCIAL HIGHWAY
COMMERCIAL SERVICE
COMMERCIAL LIMITED
INSTUTIONAL
HEAVY INDUSTRIAL
LIGHT INDUSTRIAL
HIGH DENSITY RESIDENTIAL
MEDIUM DENSITY RESIDENTIAL
LOW DENSITY RESIDENTIAL
RESIDENTIAL GOLF COURSE
RESIDENTIAL - OFFICE - INSTUTIONAL
NEW COMMUNITY DEVELOPMENT
OPEN SPACE - PRESERVATION
OPEN SPACE - CONSERVATION
OPEN SPACE - RECREATION
UTILITY
Amended Area
Existing
FLU-1: Future Land Use
Date: 4/12/2012
Page: 1 of 1
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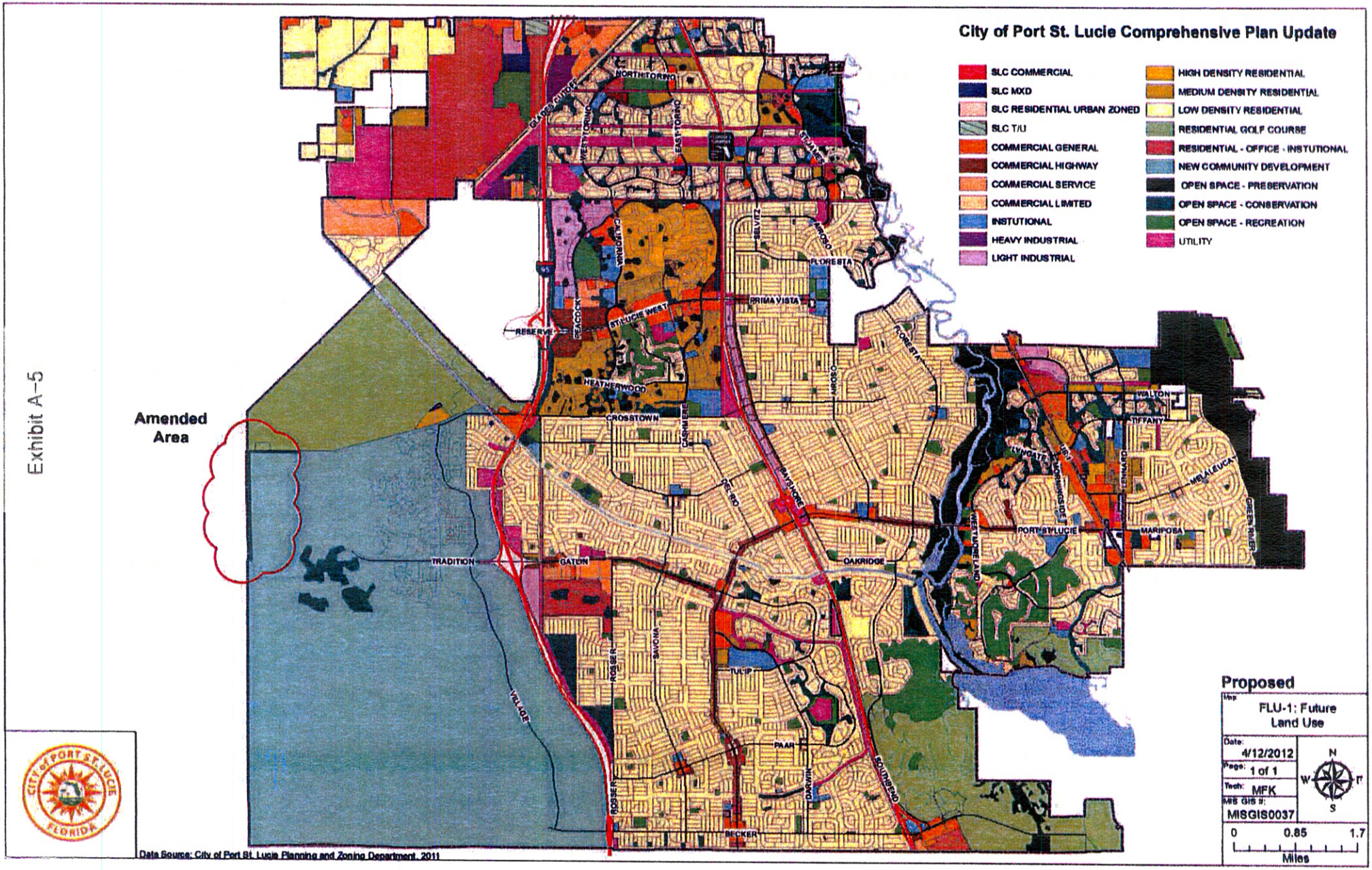
Data Source: City of Port St. Lucie Planning and Zoning Department, 2011

Exhibit A-5


City of Port St. Lucie Comprehensive Plan Update
SLC COMMERCIAL
SLC MXD
SLC RESIDENTIAL URBAN ZONED
SLC T/U
COMMERCIAL GENERAL
COMMERCIAL HIGHWAY
COMMERCIAL SERVICE
COMMERCIAL LIMITED
INSTUTIONAL
HEAVY INDUSTRIAL
LIGHT INDUSTRIAL
HIGH DENSITY RESIDENTIAL
MEDIUM DENSITY RESIDENTIAL
LOW DENSITY RESIDENTIAL
RESIDENTIAL GOLF COURSE
RESIDENTIAL - OFFICE - INSTUTIONAL
NEW COMMUNITY DEVELOPMENT
OPEN SPACE - PRESERVATION
OPEN SPACE - CONSERVATION
OPEN SPACE - RECREATION
UTILITY
Amended Area
NORTH TORINO
GLADES CUTOFF
WEST TORINO
EAST TORINO
CALIFORNIA
SELVITZ
AIROSO
FLORESTA
PRIMA VISTA
ST. LUCIE WEST
PEACOCK
RESERVE
HEATHERWOOD
CROSSTOWN
CASHMERE
DEL RIO
BAYSHORE
OAKRIDGE
TRADITION
GATLIN
ROSSER
SAVONA
TULIP
PAAR
DARWIN
SOUTHBEND
BECKER
VILLAGE
WALTON
TIFFANY
LYNGATE
MORNINGSIDE
LENNARD
MELALEUCA
GREEN RIVER
PORT ST. LUCIE
MARIPOSA
WESTMORELAND
Proposed
Map
FLU-1: Future Land Use
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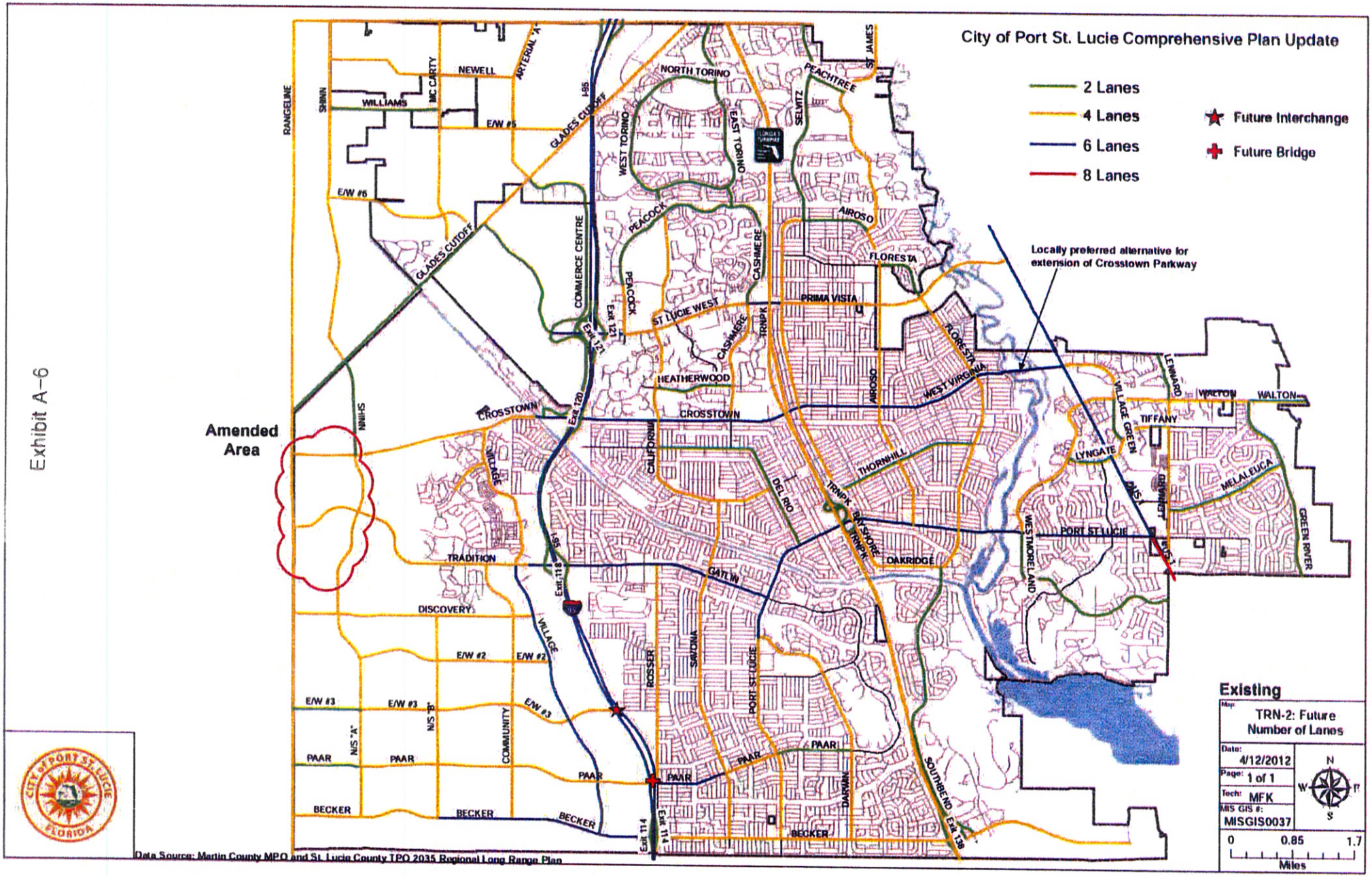
Data Source: City of Port St. Lucie Planning and Zoning Department, 2011

Exhibit A-6


City of Port St. Lucie Comprehensive Plan Update
2 Lanes
4 Lanes
6 Lanes
8 Lanes
Future Interchange
Future Bridge
Locally preferred alternative for extension of Crosstown Parkway
Amended Area
Existing
Map: TRN-2: Future Number of Lanes
Date: 4/12/2012
Page: 1 of 1
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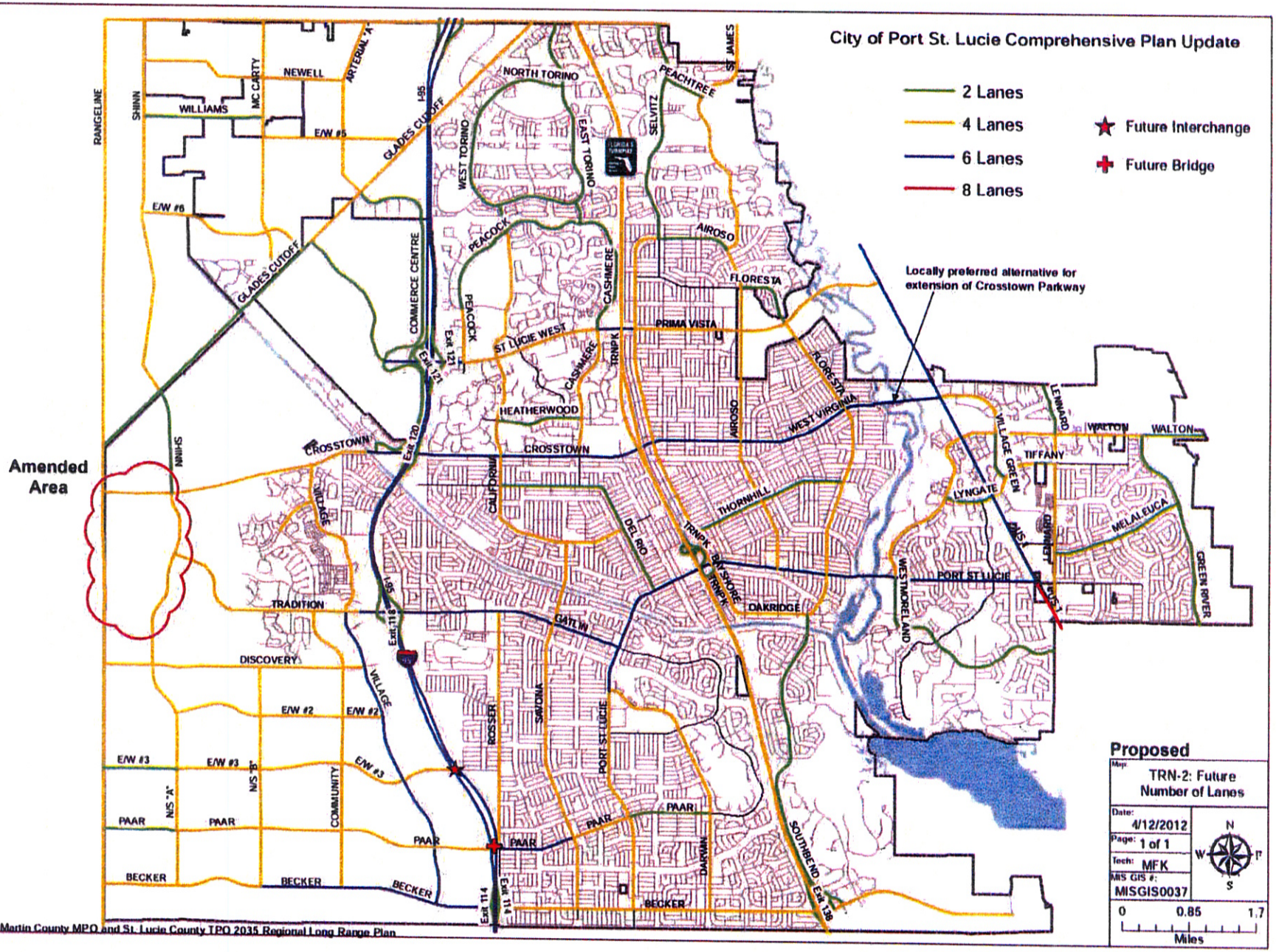
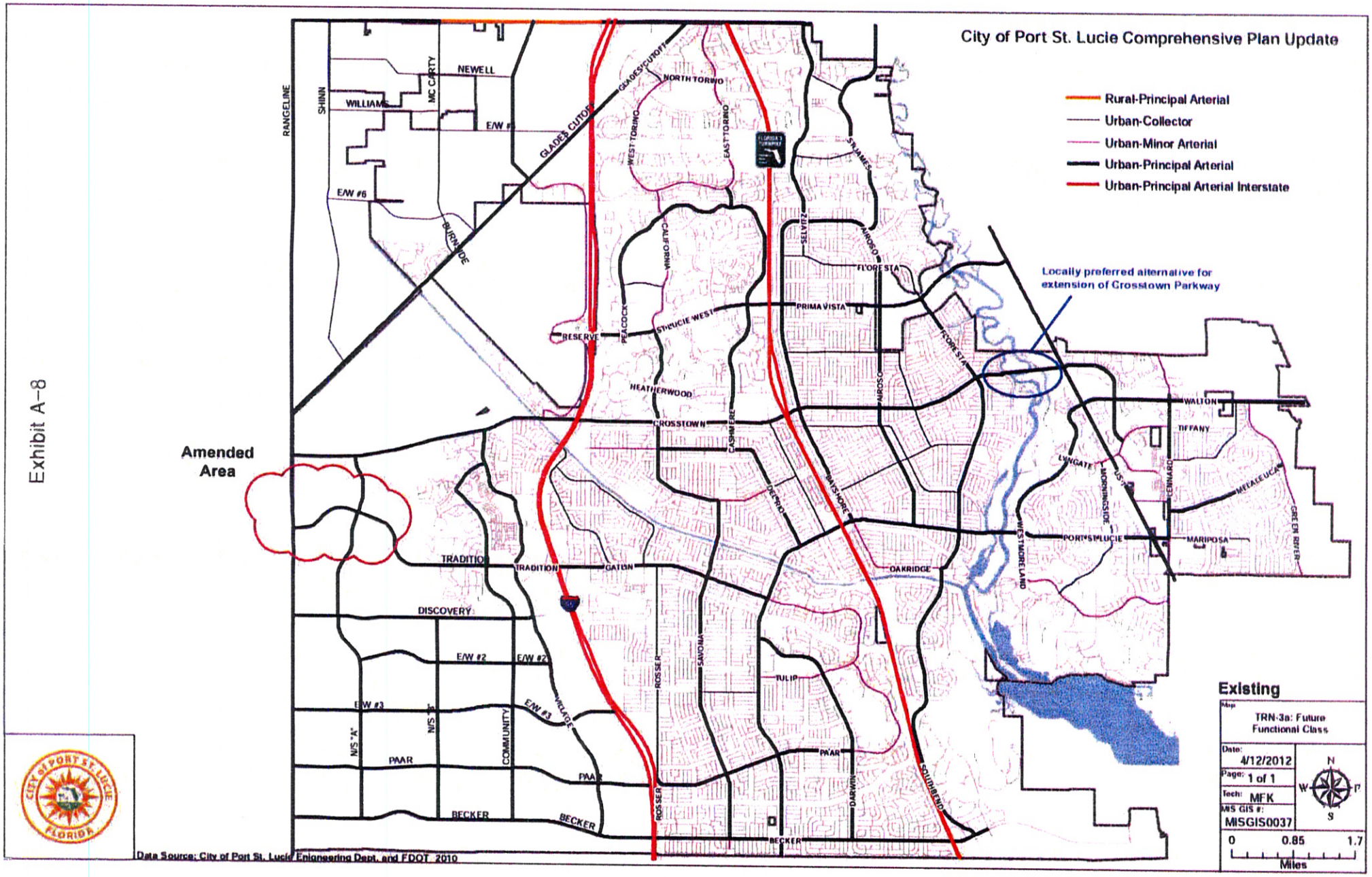
Miles
Data Source: Martin County MPO and St. Lucie County TPO 2035 Regional Long Range Plan

Exhibit A-7



Data Source: Martin County MPO and St. Lucie County TPO 2035 Regional Long Range Plan

Exhibit A-8


City of Port St. Lucie Comprehensive Plan Update
Rural-Principal Arterial
Urban-Collector
Urban-Minor Arterial
Urban-Principal Arterial
Urban-Principal Arterial Interstate
Locally preferred alternative for extension of Crosstown Parkway
Amended Area
RANGELINE
SHINN
WILLIAMS
MC CARTY
NEWELL
E/W #5
E/W #6
BURNSIDE
GLADES CUTOFF
NORTH TORINO
WEST TORINO
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CALIFORNIA
PEACOCK
RESERVE
ST LUCIE WEST
HEATHERWOOD
CROSSTOWN
CASHMERE
SELVITZ
AIROSO
FLORESTA
PRIMA VISTA
STJAMES
BAYSHORE
DEL RIO
OAKRIDGE
WESTMORELAND
PORT ST LUCIE
LYNGATE
MORNINGSIDE
US 1
LENNARD
MARIPOSA
MELALEUCA
GREEN RIVER
WALTON
TIFFANY
TRADITION
GATLIN
DISCOVERY
E/W #2
E/W #3
N/S "A"
N/S "B"
COMMUNITY
VILLAGE
PAAR
BECKER
ROSSER
SAVONA
TULIP
DARWIN
SOUTHBEND
Existing
Map
TRN-3a: Future Functional Class
Date: 4/12/2012
Page: 1 of 1
Tech: MFK
MIS GIS #: MISGIS0037
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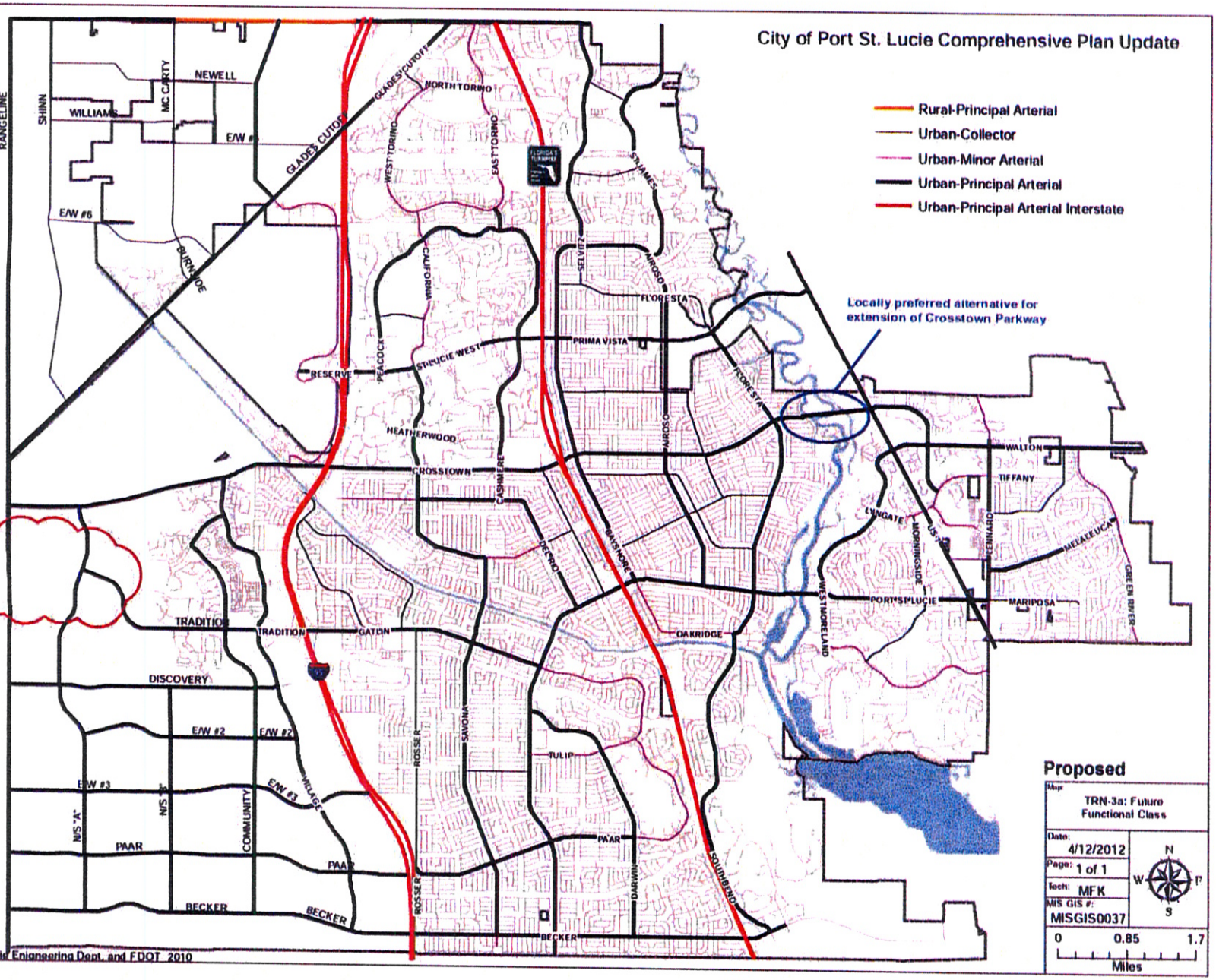
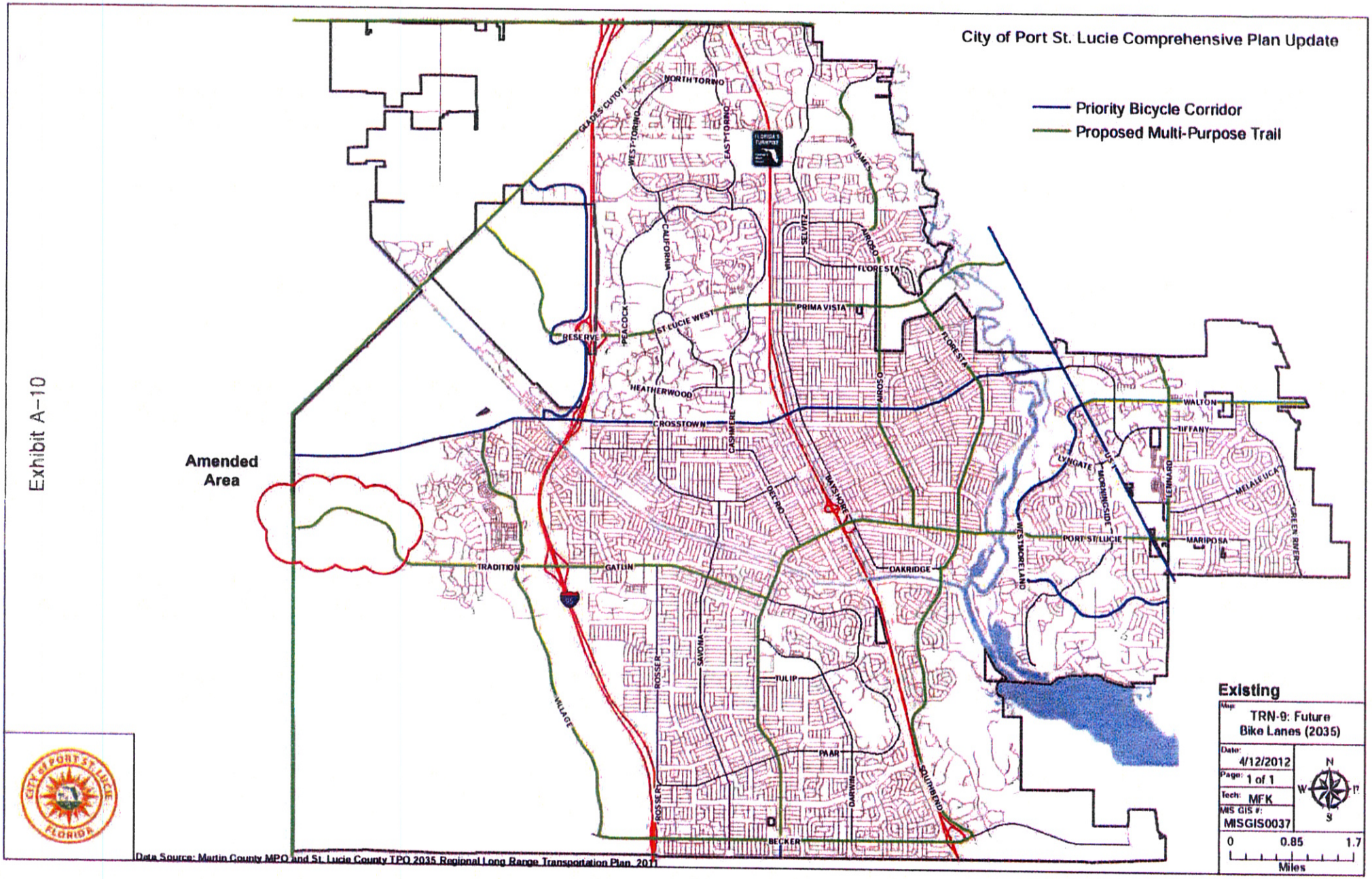
Data Source: City of Port St. Lucie Engineering Dept. and FDOT 2010

Exhibit A-9



Data Source: City of Port St. Lucie Engineering Dept. and FDOT 2010

Exhibit A–10


City of Port St. Lucie Comprehensive Plan Update
Priority Bicycle Corridor
Proposed Multi-Purpose Trail
Amended Area
NORTH TORINO
GLADES CUTOFF
WEST TORINO
EAST TORINO
ST JAMES
CALIFORNIA
SELVITZ
AIROSO
FLORESTA
PRIMA VISTA
ST LUCIE WEST
PEACOCK
RESERVE
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CROSSTOWN
CASHMERE
DEL RIO
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TIFFANY
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MORNINGSIDE
LENNARD
MELALEUCA
GREEN RIVER
WESTMORELAND
PORT ST LUCIE
MARIPOSA
OAKRIDGE
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ROSSER
SAVONA
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DARWIN
SOUTHBEND
BECKER
VILLAGE
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Map: TRN-9: Future Bike Lanes (2035)
Date: 4/12/2012
Page: 1 of 1
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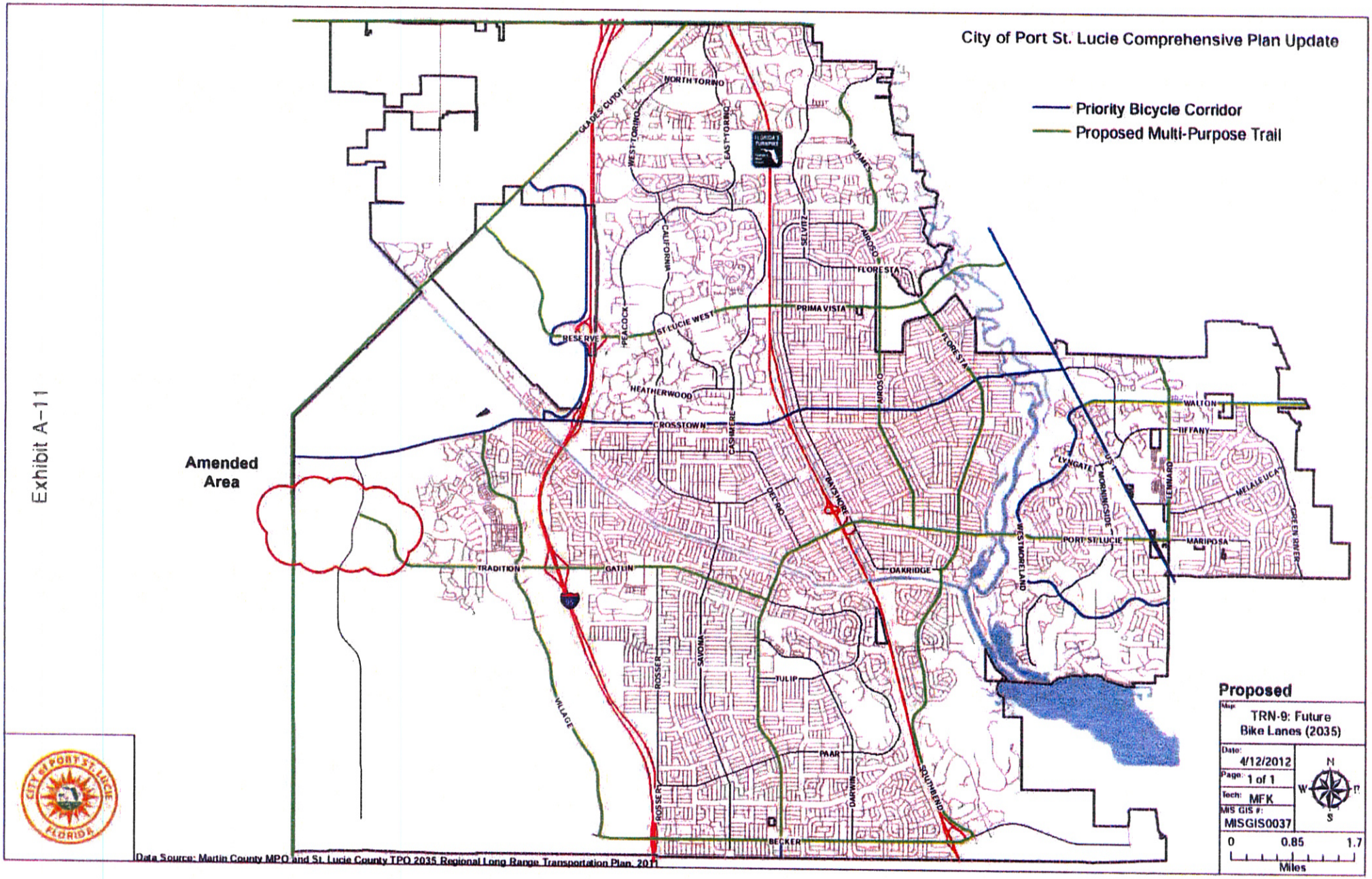
Data Source: Martin County MPO and St. Lucie County TPO 2035 Regional Long Range Transportation Plan, 2011

Exhibit A-11


City of Port St. Lucie Comprehensive Plan Update
Priority Bicycle Corridor
Proposed Multi-Purpose Trail
Amended Area
NORTH TORINO
GLADES CUTOFF
WEST TORINO
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Map: TRN-9: Future Bike Lanes (2035)
Date: 4/12/2012
Page: 1 of 1
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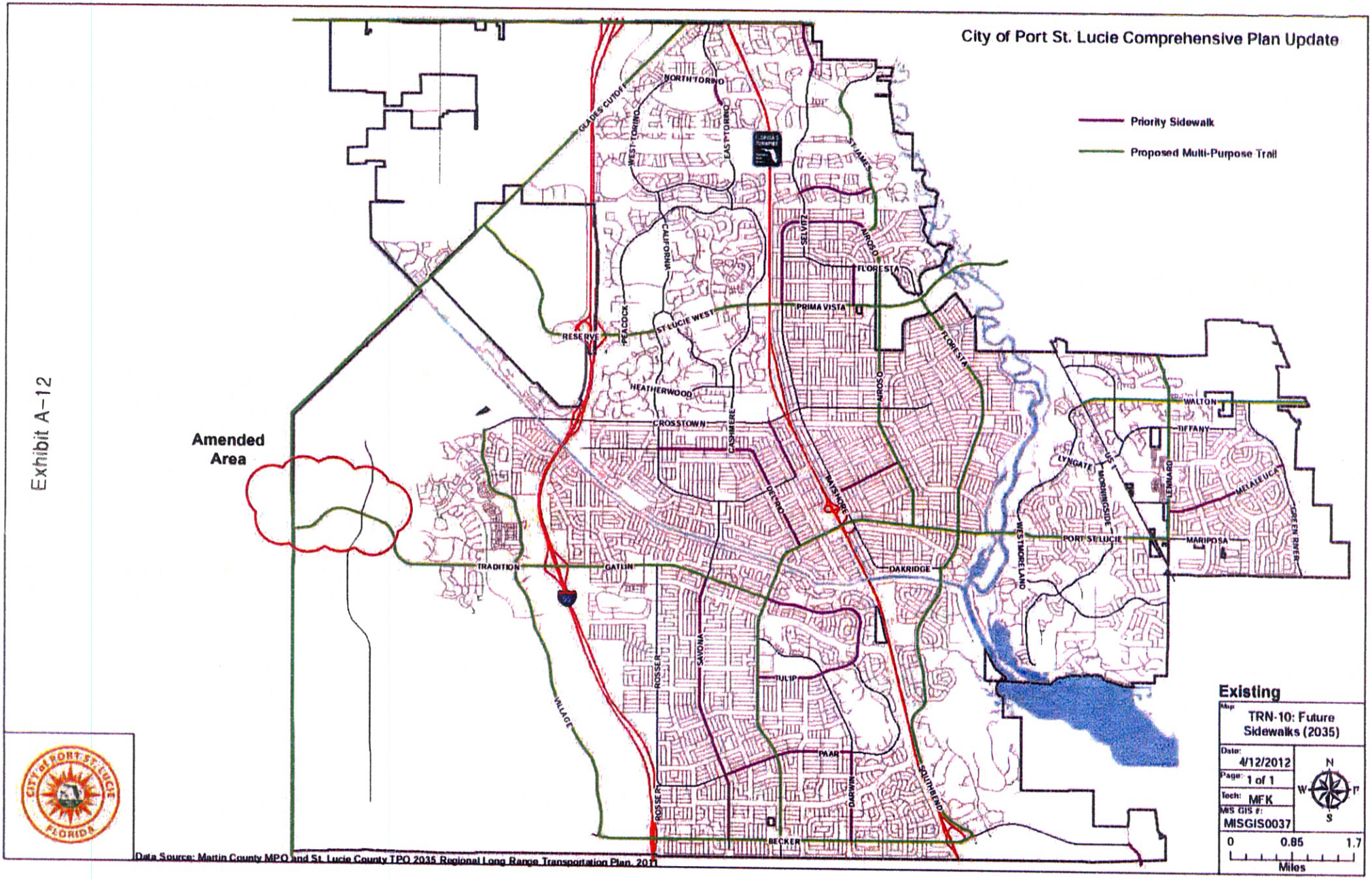
Data Source: Martin County MPO and St. Lucie County TPO 2035 Regional Long Range Transportation Plan, 2011

Exhibit A-12


City of Port St. Lucie Comprehensive Plan Update
Priority Sidewalk
Proposed Multi-Purpose Trail
Amended Area
NORTH TORINO
GLADES CUTOFF
WEST TORINO
EAST TORINO
ST JAMES
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Page: 1 of 1
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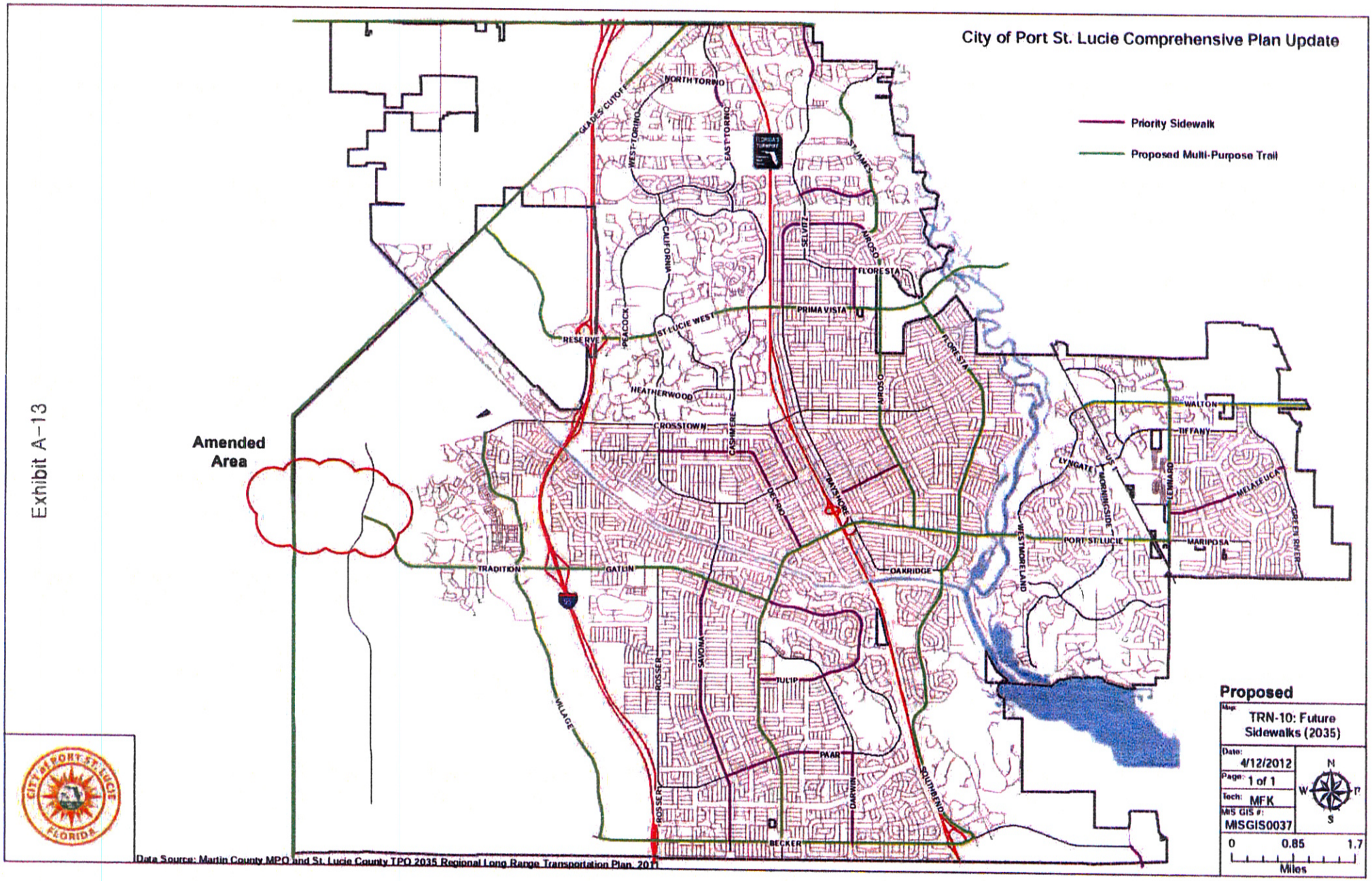
Data Source: Martin County MPO and St. Lucie County TPO 2035 Regional Long Range Transportation Plan, 2011

Exhibit A-13


City of Port St. Lucie Comprehensive Plan Update
Priority Sidewalk
Proposed Multi-Purpose Trail
Amended Area
NORTH TORINO
GLADES CUTOFF
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Tech: MFK
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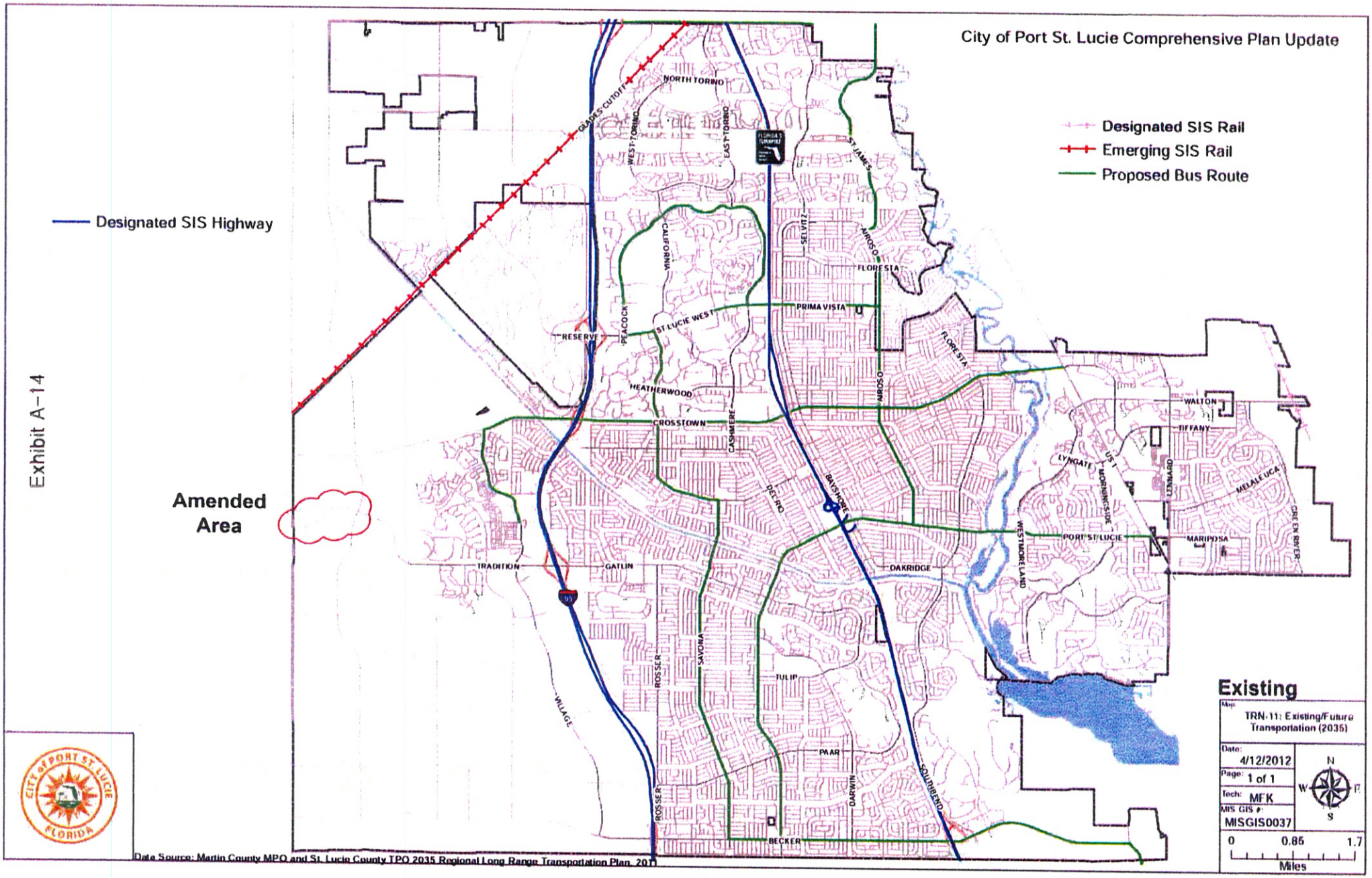
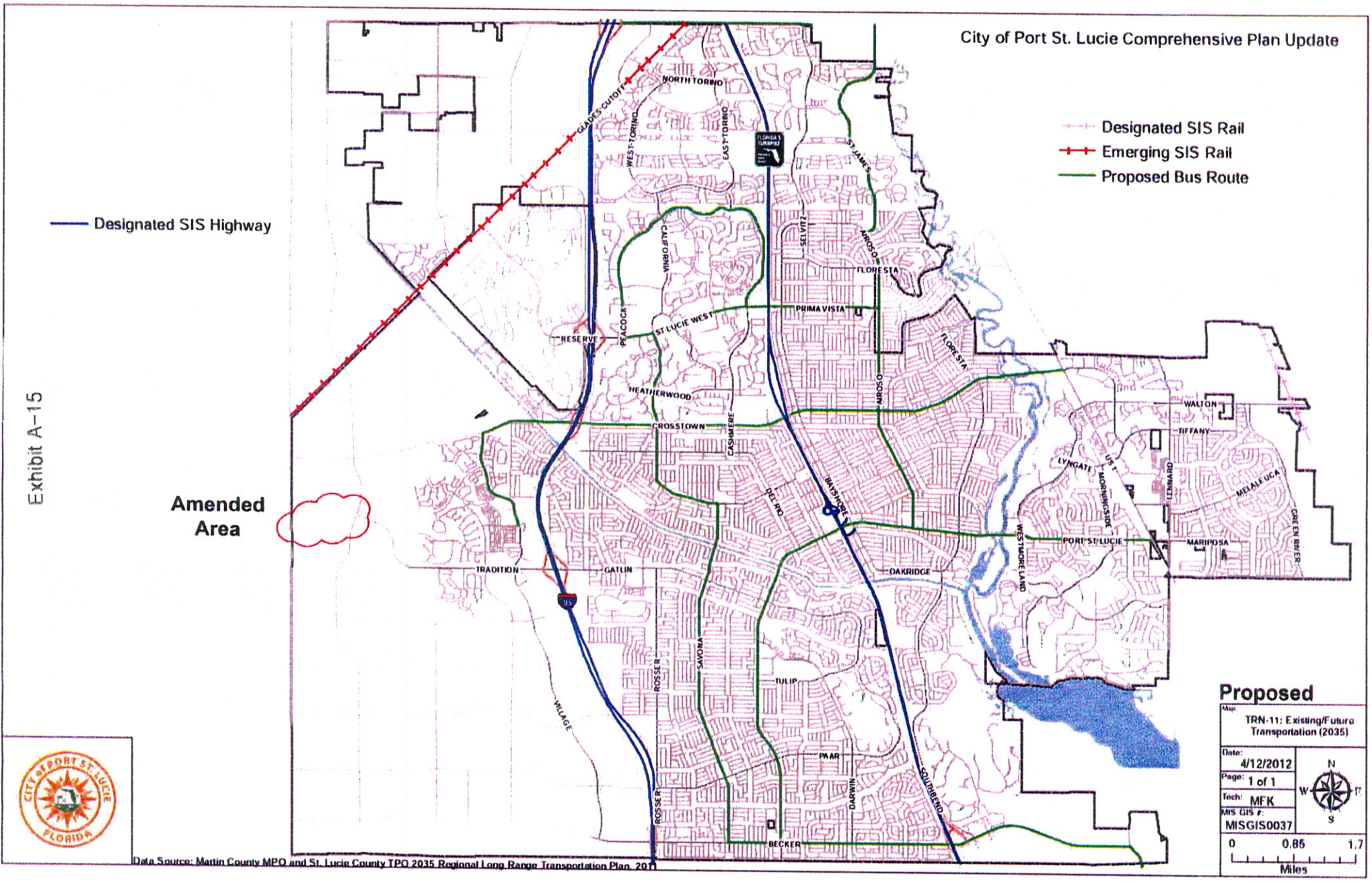
Data Source: Martin County MPO and St. Lucie County TPO 2035 Regional Long Range Transportation Plan, 2011

Exhibit A-14



Data Source: Martin County MPO and St. Lucie County TPO 2035 Regional Long Range Transportation Plan, 2010

Exhibit A-15



Data Source: Martin County MPO and St. Lucie County TPO 2035 Regional Long Range Transportation Plan, 201

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 10B
Meeting Date: 2/22/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager JB
James E. Angstadt, P.E., Public Works Director

FROM: Edith Majewski, Project Coordinator

Agenda Item: Ordinance: Abandonment of Easement Located at 2398 SE Maslan Avenue, Port St. Lucie, FL

Submittal Date: 2/11/2016 1612

STRATEGIC PLAN LINK: Port St. Lucie Mission Principal B, "Responsive to the Community".

BACKGROUND: In 1989 a residential home was constructed on the property located at 2398 SE Maslan Avenue. A portion of the home was inadvertently constructed into the rear 20-foot easement and a portion of a screen room was constructed into the side 6-foot easement. The current owner, Mr. Robin Pallin, has requested to abandon a portion of both of these utility and drainage easements, located within his property boundary, so that his property is in compliance with City requirements.

ANALYSIS: N/A

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: Reviewed by Keri S. Norbraten, Staff Attorney, on February 11, 2016 and approved as to legal form and sufficiency.

STAFF RECOMMENDATION: The request has been recommended for approval by the Public Works Department and the Utility Systems Department.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 2/22/2016

LOCATION OF PROJECT: 2398 SE Maslan Avenue. Lot 43, Block 1541, Port St. Lucie Section 30.

ATTACHMENTS: Ordinance and Location Map

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

RECEIVED

FEB 1 2 2016

CITY MANAGER'S OFFICE

COUNCIL ITEM 10B
DATE 2/22/16

ORDINANCE 16-12

AN ORDINANCE PROVIDING FOR THE ABANDONMENT OF A PORTION OF TWO DRAINAGE AND UTILITY EASEMENTS AFFECTING LOT 43, BLOCK 1541, PORT LUCIE SECTION 30; PROVIDING AN EFFECTIVE DATE.

THE CITY OF PORT ST. LUCIE HEREBY ORDAINS:

Section 1. The City of Port St. Lucie hereby releases and abandons its interest in the easterly two (2) feet of the six (6) foot drainage and utility easement running along the west side of Lot 43, Block 1541, Port St. Lucie Section 30, according to the plat thereof as recorded in Plat Book 14, page 10 of the Public Records of St. Lucie County, Florida, said abandoned portion being more particularly described in Exhibit "A" attached hereto and incorporated herein.

Section 2. The City of Port St. Lucie hereby releases and abandons its interest in the northerly three (3) feet of the twenty (20) foot drainage and utility easement running along the south side of Lot 43, Block 1541, Port St. Lucie Section 30, according to the plat thereof as recorded in Plat Book 14, page 10 of the Public Records of St. Lucie County, Florida, said abandoned portion being more particularly described in Exhibit "A" attached hereto and incorporated herein.

Section 3. 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, Florida, this _____ day of _____, 2016.

CITY COUNCIL
CITY OF PORT ST. LUCIE

ATTEST:

By: _____
Gregory J. Oravec, Mayor

_____
Karen A. Phillips, City Clerk

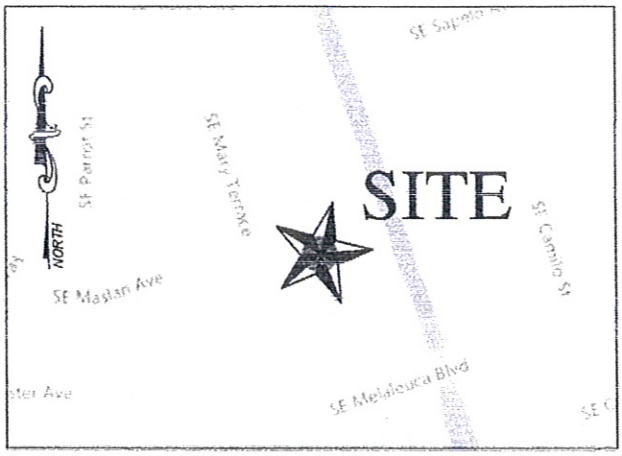
APPROVED AS TO FORM: _____
City Attorney

SKETCH AND DESCRIPTION

(COVER & LEGAL DESCRIPTION)

PROPERTY ADDRESS:
2398 SE MASLAN AVENUE
PORT ST LUCIE, FL 34952

THE PURPOSE OF THIS SKETCH AND DESCRIPTION IS TO SHOW THE PORTIONS AND LOCATIONS OF THE EXISTING 6.0' DRAINAGE & UTILITY EASEMENT AND THE 20.0' DRAINAGE & UTILITY EASEMENT TO BE VACATED ALONG THE WESTERLY AND SOUTHERLY PROPERTY LINES OF LOT 43, BLOCK 1541.



VICINITY MAP
NOT TO SCALE

LEGAL DESCRIPTION

(PORTION OF THE 6.0' DRAINAGE & UTILITY EASEMENT TO BE VACATED)
THE EASTERLY 2.0 FEET OF THE 6.0' DRAINGE & UTILITY EASEMENT ALONG THE WEST SIDE OF LOT 43, BLOCK 1541, PORT ST LUCIE SECTION 30, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 14, PAGE 10, OF THE PUBLIC RECORDS OF ST LUCIE COUNTY, FLORIDA.

(PORTION OF THE 20.0' DRAINAGE & UTILITY EASEMENT TO BE VACATED)
THE NORTHERLY 3.0 FEET OF THE 20.0' DRAINGE & UTILITY EASEMENT ALONG THE SOUTH SIDE OF LOT 43, BLOCK 1541, PORT ST LUCIE SECTION 30, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 14, PAGE 10, OF THE PUBLIC RECORDS OF ST LUCIE COUNTY, FLORIDA.

NOTES:
1. THIS IS NOT A BOUNDARY SURVEY.
2. NO FIELD WORK PERFORMED IN THE PREPARATION OF THIS LEGAL AND SKETCH.
3. THIS DRAWING IS NOT FULL AND COMPLETE WITHOUT ALL OF ITS ACCOMPANING PAGES.

ABBREVIATION LEGEND
CH=CHORD
D.E.=DRAINAGE EASEMENT
L=LENGTH
P=PLAT
P.I.D.=PARCEL IDENTIFICATION NUMBER
P.O.B.=POINT OF BEGINNING
P.O.C.=POINT OF COMMENCEMENT
R=RADIUS
U.E.=UTILITY EASEMENT

SURVEY NO. 242565
SKETCH DATE: 12-07-2015

SKETCH AND DESCRIPTION

THIS IS **NOT** A SURVEY, TO ACCOMPANY DESCRIPTION ONLY

LB #7893

CLYDE O. McNEAL CERTIFICATE No. 2883 PROFESSIONAL SURVEYOR & MAPPER STATE OF FLORIDA

SURVEYORS CERTIFICATE

I HEREBY CERTIFY THAT THIS BOUNDARY SURVEY IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY PREPARED UNDER MY DIRECTION. NOT VALID WITHOUT AN AUTHENTICATED ELECTRONIC SIGNATURE AND AUTHENTICATED ELECTRONIC SEAL, OR A RAISED EMBOSSED SEAL AND SIGNATURE.

(SIGNED)

CLYDE O. McNEAL, PROFESSIONAL SURVEYOR AND MAPPER #2883

TARGET SURVEYING, LLC

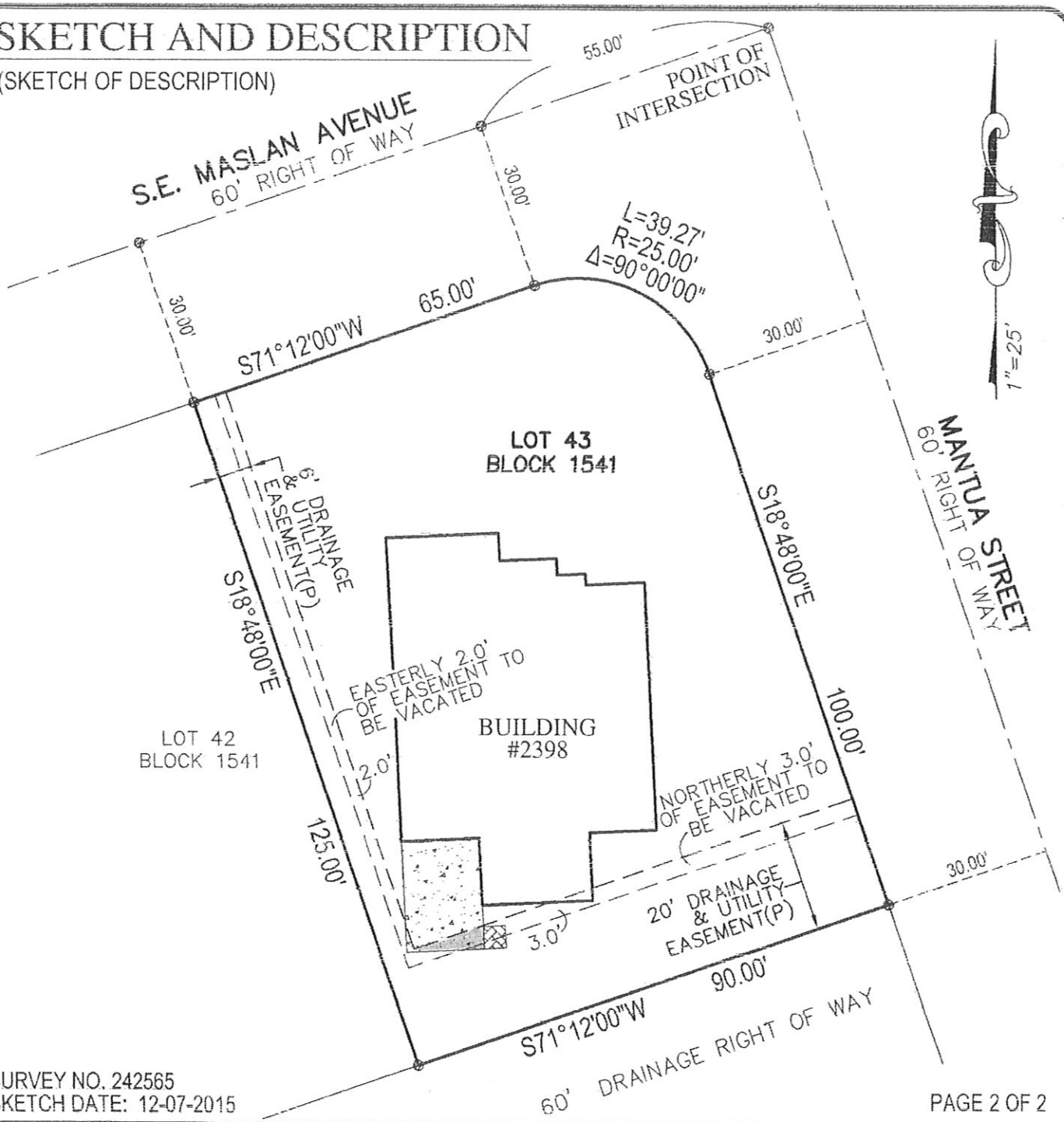
SERVING ALL FLORIDA COUNTIES

6250 N. MILITARY TRAIL, SUITE 102
WEST PALM BEACH, FL 33407
PHONE (561) 640-4800
FACSIMILE (561) 640-0576
STATEWIDE PHONE (800) 226-4807
STATEWIDE FACSIMILE (800) 741-0576

EXHIBIT "A"

SKETCH AND DESCRIPTION

(SKETCH OF DESCRIPTION)



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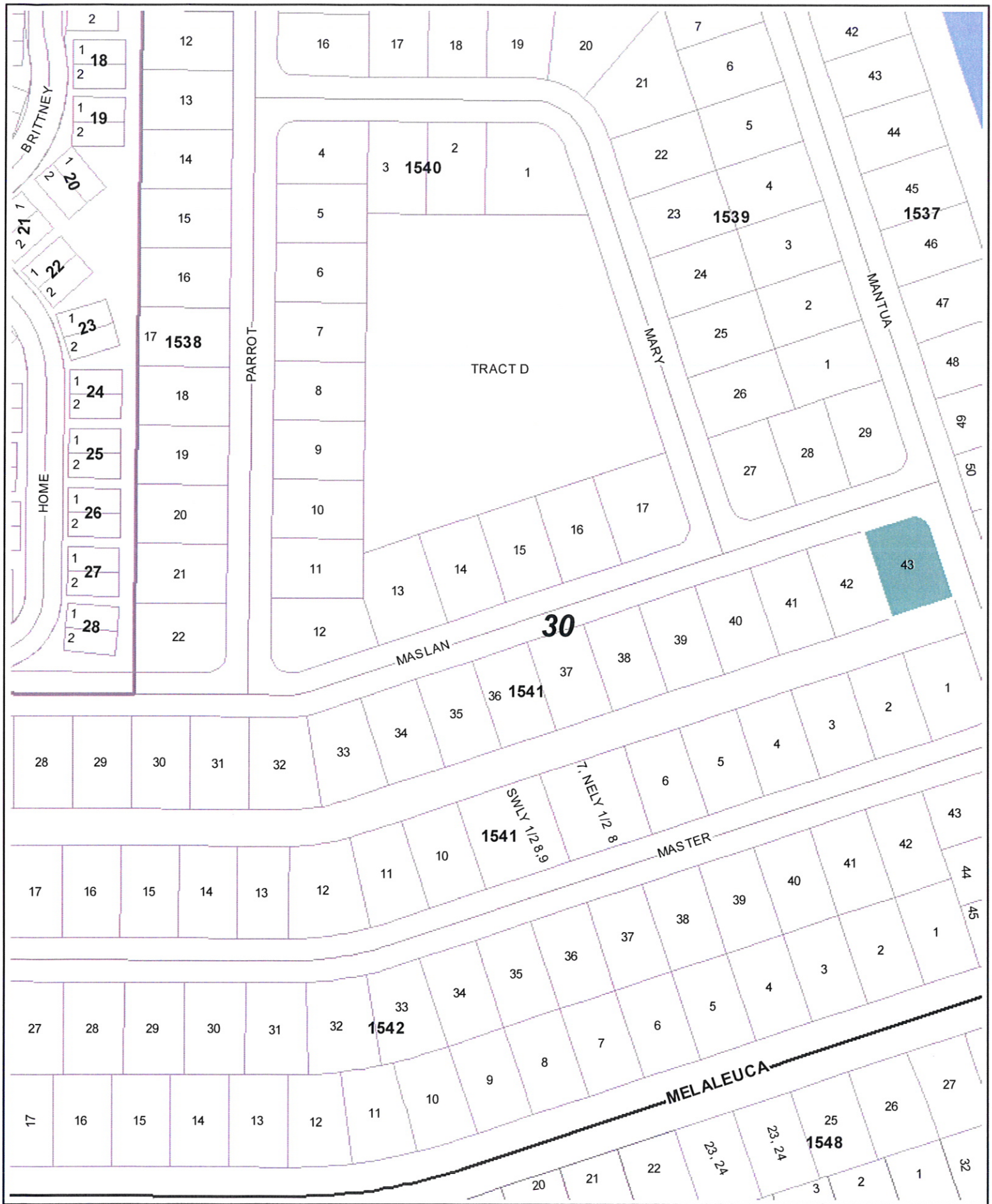

2398 SE Maslan Avenue

Lot 43, Block 1541, Section 30

Map produced by the City of Port St Lucie City Council Map Generator Website on: 2/16/2016

Scale:

0 0.0125 0.025 0.05

mi

COUNCIL ITEM 10C
DATE 2/22/16

ORDINANCE 16-07

AN ORDINANCE AUTHORIZING THE CITY MANAGER OF THE CITY OF PORT ST. LUCIE TO ENTER INTO A SECOND AMENDMENT TO CELL TOWER SITE LEASE AGREEMENT BETWEEN THE CITY OF PORT ST. LUCIE, DYNAMIC TOWERS, INC., AND SBA TOWERS IX, LLC; PROVIDING AN EFFECTIVE DATE.

THE CITY OF PORT ST. LUCIE HEREBY ORDAINS:

Section 1. The City Manager of the City of Port St. Lucie is hereby authorized and directed to enter into a Second Amendment to Cell Tower Site Lease Agreement between the City of Port St. Lucie, Dynamic Towers, Inc., and SBA Towers IX, LLC, for a telecommunication tower located at Tulip Park; to be substantially in the form of the Second Amendment to Cell Tower Site Lease Agreement attached hereto as Exhibit "A" and incorporated by reference herein.

Section 2. 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, Florida, this ____ day of _____, 2016.

CITY COUNCIL
CITY OF PORT ST. LUCIE

BY:_____
Gregory J. Oravec, Mayor

ATTEST:

_____
Karen A. Phillips, City Clerk

APPROVED AS TO FORM:

_____
City Attorney

MEMORANDUM

TO: MAYOR AND CITY COUNCIL
JEFF BREMER, CITY MANAGER

THRU: AZLINA GOLDSTEIN SIEGEL, ACTING CITY ATTORNEY

FROM: BRENNAN KEELER, STAFF ATTORNEY

DATE: FEBRUARY 19, 2016

SUBJECT: ORDINANCE 16-07 – ADDITIONAL INFORMATION RE: SBA COMMUNICATIONS AND SBA TOWERS IX, LLC

As requested at Monday's City Council meeting, please see attached additional information regarding SBA Communications and SBA Towers IX, LLC. The attachments are comprised of the following:

1. Sunbiz Foreign LLC – SBA Towers IX, LLC
2. Certificate of Incumbency & Authority – SBA Towers IX, LLC
3. Florida Certificate of Authorization – SBA Towers IX, LLC
4. SBA Brochure
5. SBA 2014 Annual Report
6. SBA 3rd Quarter 2015 Report

Should you have any questions or need additional information, please contact me at 871-5294.

BMJK/vt

cc: Karen Phillips, City Clerk

RECEIVED
FEB 19 2016
CITY MANAGER'S OFFICE

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

Detail by Entity Name

Foreign Limited Liability Company

SBA TOWERS IX, LLC

Filing Information

Document Number	M16000001101
FEI/EIN Number	47-4681500
Date Filed	02/09/2016
State	DE
Status	ACTIVE

Principal Address

8051 CONGRESS AVENUE
BOCA RATON, FL 33487

Mailing Address

8051 CONGRESS AVENUE
BOCA RATON, FL 33487

Registered Agent Name & Address

CORPORATE CREATIONS NETWORK, INC.
11380 PROSPERITY FARMS ROAD #221E
PALM BEACH GARDENS, FL 33410

Authorized Person(s) Detail

Name & Address

Title MGRM

SBA TELECOMMUNICATIONS, LLC
8051 CONGRESS AVENUE
BOCA RATON, FL 33487

Annual Reports

No Annual Reports Filed

Document Images

No images are available for this filing.

Copyright © and Privacy Policies
State of Florida, Department of State

CERTIFICATE OF
INCUMBENCY AND AUTHORITY
WITH RESPECT TO
SBA COMMUNICATIONS CORPORATION, (THE "COMPANY")

I, Thomas P. Hunt, holding the office or position indicated below, hereby certify that I have reviewed the books and records of the Company, and that:

1. SBA Towers IX, LLC is a wholly owned subsidiary of SBA Telecommunications, LLC

2. SBA Telecommunications, LLC is a wholly owned subsidiary of SBA Communications Corporation.

3. SBA Communications Corporation is a publicly traded company listed on the NASDAQ Global Select Market under the symbol SBAC.

WITNESS my hand as of the 12th day of January, 2016.

Name: Thomas P. Hunt
Title: General Counsel and Secretary

I, Joshua Koenig, holding the office or position indicated below, hereby certify that I have reviewed the books and records of the Company, and that Thomas P. Hunt has been duly elected and has been qualified to hold the office of Executive Vice President, General Counsel and Secretary and continues to serve as such through and including the date hereof.

WITNESS my hand as of the 12th day of January, 2016.

Name: Joshua Koenig
Title: Assistant Secretary

State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me this 12th day of January, 2016, by Thomas P. Hunt and Joshua Koenig, the General Counsel and Secretary and Assistant Secretary of SBA Communications Corporation, a Florida corporation, on behalf of the corporation. They are personally known to me.

STACEY N. LANE
MY COMMISSION # FF 127028
EXPIRES: June 15, 2018
Bonded Thru Notary Public Underwriters

Print Name: Stacey N. Lane
Commission Expires: June 15, 2018

State of Florida

Department of State

I certify from the records of this office that SBA TOWERS IX, LLC, is a Delaware limited liability company authorized to transact business in the State of Florida, qualified on February 9, 2016.

The document number of this limited liability company is M16000001101.

I further certify that said limited liability company has paid all fees due this office through December 31, 2016, and its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code, 916A00002837-021016-M16000001101-1/1, noted below.

Authentication Code: 916A00002837-021016-M16000001101-1/1

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Tenth day of February, 2016

Ken Detzner
Secretary of State

State of Florida

Department of State

I certify the attached is a true and correct copy of the application by SBA TOWERS IX, LLC, a Delaware limited liability company, authorized to transact business within the state of Florida on February 9, 2016, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H16000033961. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this limited liability company is M16000001101.

Authentication Code: 916A00002837-021016-M16000001101-1/1

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Tenth day of February, 2016

Ken Detzner
Secretary of State

February 10, 2016

SBA TOWERS IX, LLC
8051 CONGRESS AVENUE
BOCA RATON, FL 33487US

Qualification documents for SBA TOWERS IX, LLC were filed on February 9, 2016, and assigned document number M16000001101. Please refer to this number whenever corresponding with this office.

Your limited liability company is authorized to transact business in Florida as of the file date.

The certification you requested is enclosed. To be official, the certification for a certified copy must be attached to the original document that was electronically submitted and filed under FAX audit number H16000033961.

To maintain "active" status with the Division of Corporations, an annual report must be filed yearly between January 1st and May 1st beginning in the year following the file date or effective date indicated above. If the annual report is not filed by May 1st, a $400 late fee will be added.

A Federal Employer Identification Number (FEI/EIN) will be required when this report is filed. Apply today with the IRS online at:

https://sa.www4.irs.gov/modiein/individual/index.jsp

Please notify this office if the limited liability company address changes, it is the responsibility of the corporation to notify this office.

Should you have any questions regarding this matter, please contact this office at the address given below.

Stacey M Mason
Regulatory Specialist II
Registration/Qualification Section
Division of Corporations Letter Number: 916A00002837

APPLICATION BY FOREIGN LIMITED LIABILITY COMPANY FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA

IN COMPLIANCE WITH SECTION 605.0902, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO REGISTER A FOREIGN LIMITED LIABILITY COMPANY TO TRANSACT BUSINESS IN THE STATE OF FLORIDA:

1. SBA Towers IX, LLC
(Name of Foreign Limited Liability Company; must include "Limited Liability Company," "L.L.C.," or "LLC.")

(If name unavailable, enter alternate name adopted for the purpose of transacting business in Florida. The alternate name must include "Limited Liability Company," "L.L.C," or "LLC.")

2. Delaware
(Jurisdiction under the law of which foreign limited liability company is organized)

3. 47-4681500
(FEI number, if applicable)

4. _____
(Date first transacted business in Florida, if prior to registration.)
(See sections 605.0904 & 605.0905, F.S. to determine penalty liability)

5. 8051 Congress Avenue, Boca Raton, FL 33487
(Street Address of Principal Office)

6. 8051 Congress Avenue, Boca Raton, FL 33487
(Mailing Address)

7. Name and street address of Florida registered agent: (P.O. Box NOT acceptable)

Name: Corporate Creations Network Inc.

Office Address: 11380 Prosperity Farms Road #221 E

Palm Beach Gardens (City), Florida 33410 (Zip code)

Registered agent's acceptance:
Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this application, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Michael Reinhold, Vice President
(Registered agent's signature)

8. The name, title or capacity and address of the person(s) who has/have authority to manage is/are:
SBA Telecommunications, LLC, managing member, 8051 Congress Avenue, Boca Raton, FL 33487

9. Attached is a certificate of existence, no more than 90 days old, duly authenticated by the official having custody of records in the jurisdiction under the law of which it is organized. (If the certificate is in a foreign language, a translation of the certificate under oath of the translator must be submitted)

Signature of an authorized person

This document is executed in accordance with section 605.0203 (1) (b), Florida Statutes. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.

SBA Telecommunications, LLC, member, By: Thomas P. Hunt, Secretary
Typed or printed name of signee

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "SBA TOWERS IX, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-SECOND DAY OF JANUARY, A.D. 2016.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "SBA TOWERS IX, LLC" WAS FORMED ON THE TWENTY-NINTH DAY OF JULY, A.D. 2015.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.

Jeffrey W. Bullock, Secretary of State

5794230 8300

SR# 20160350696

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 201714439

Date: 01-22-16

SBA

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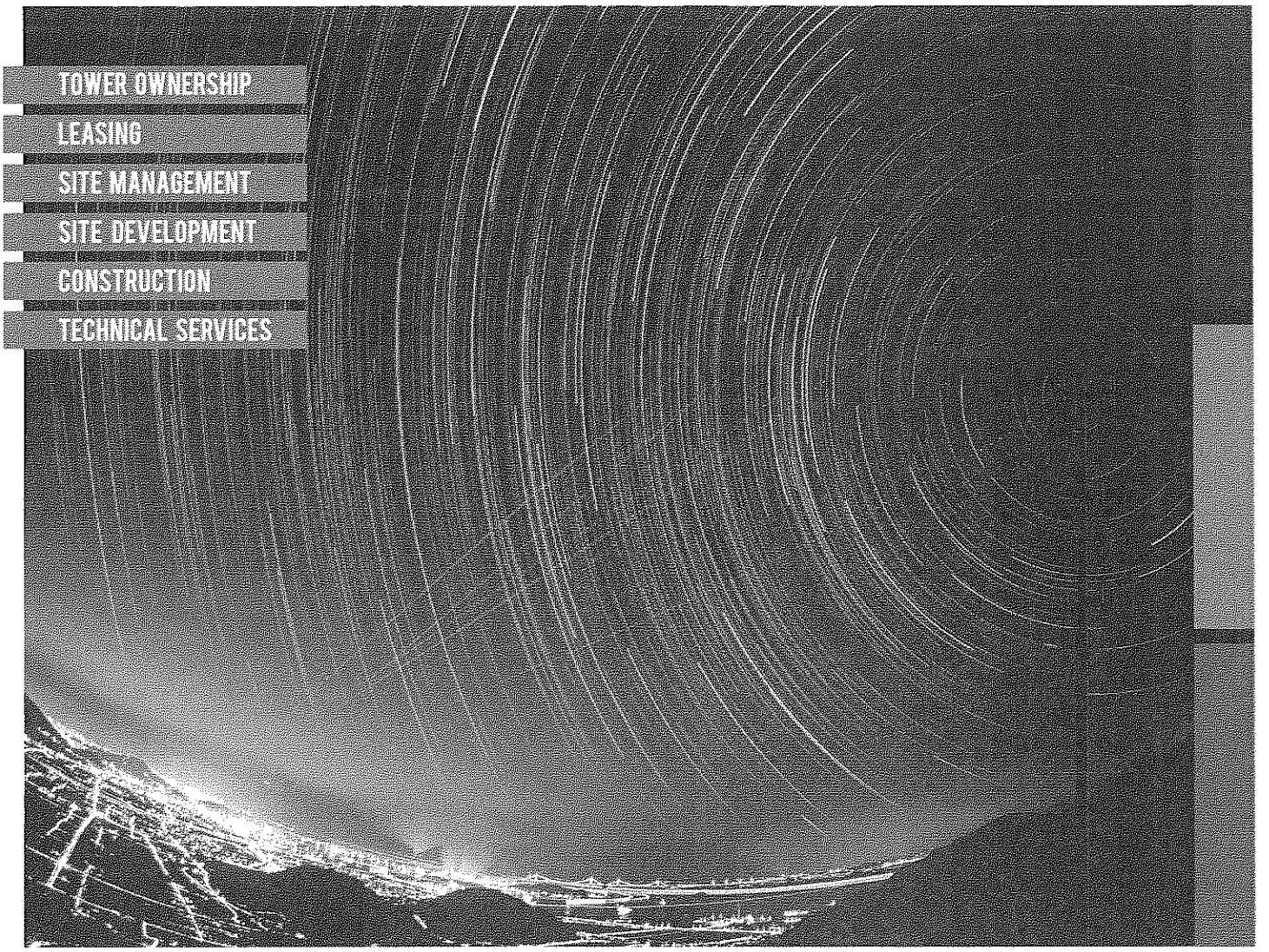
YOUR SIGNAL STARTS HERE.®



SBA COMMUNICATIONS: BUILDING BETTER WIRELESS

SBA delivers rapid turnaround on all lease transactions and offers flexible lease terms and competitive pricing.

SBA Communications Corporation is a first choice provider of wireless infrastructure solutions. In our business, it is all about the signal. Our clients depend on SBA to provide the wireless infrastructure that allows them to transmit the signal to their customers.

We set the standard for customer satisfaction by providing innovative business strategies and continuous improvement to our network infrastructure. With more than 20 years of proven execution and experience, SBA Communications, headquartered in Boca Raton, Florida, is publicly traded on NASDAQ, ticker symbol SBAC.

CONNECT TO THE FUTURE OF WIRELESS

Today, 85 percent of the global population has access to wireless devices, and they are using wireless for a lot more than talking including: Internet access, games, video and music downloads. By all indications, the demand for seamless wireless services, including bandwidth intensive mobile data, will continue to show strong growth in the future.

In this fast-changing environment, SBA Communications is leading the way. Your organization can find solutions to coverage and capacity needs with our full spectrum of services.

SBA

Building Better Wireless®

TOWER OWNERSHIP

SBA owns and operates thousands of towers across North, Central and South America. We build our towers at the request of wireless carriers, leveraging our in-house experience in site acquisition, zoning and construction. The mergers and acquisitions department of SBA has successfully completed the acquisition of thousands of towers, in hundreds of transactions with an aggregate value in the billions of dollars, for assets in all 50 states in the United States, throughout Canada, and in Central and South America. Our reputation for evaluating a portfolio and quickly structuring a mutually beneficial offer is unparalleled.

LEASING

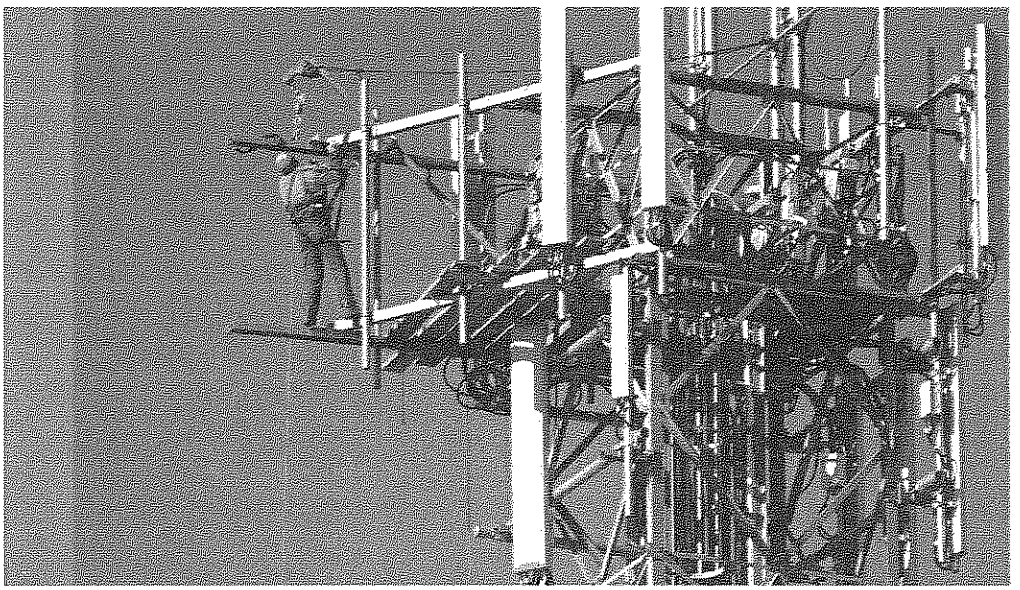
SBA leases antenna space on our multi-tenant towers and other communications facilities to a variety of wireless service providers under long-term lease contracts. Our customer base includes all the leading national and regional wireless communications carriers, as well as local wireless customers, representing multiple technologies. Our sites provide excellent coverage solutions to metro areas, suburban neighborhoods, rural populations, major highways, commuter zones, traffic corridors, as well as some industrial, retail, healthcare and academic campuses.

SITE MANAGEMENT

SBA offers a comprehensive selection of professional site marketing and management services for property owners. We can assist property owners by leasing their sites to wireless carriers through one of the most experienced site leasing teams in the industry. Our ability to offer carriers a comprehensive portfolio of communication sites is complementary to our tower ownership business. Currently, SBA manages approximately 5,000 communication site locations on behalf of third-party landlords.

SITE DEVELOPMENT

SBA offers wireless service providers and operators assistance in developing their own networks. Our services include network design, site identification and acquisition, zoning approvals and permitting, and cell site audits for the augmentation of existing wireless facilities. Your organization can benefit from our extensive experience, based on our participation in the development of more than 45,000 communication sites.



SBA Communications will find the best way to solve your wireless infrastructure problems. We provide you with extraordinary value by "Building Better Wireless" to meet your business objectives – please feel free to contact us today.

CONSTRUCTION

SBA provides construction services on a single tower basis or by delivering a complete turnkey network deployment solution tailored to meet the needs of wireless service providers. Our proven ability to adhere to customer budget restrictions, deadlines and technical requirements, combined with our compliance to local requirements and superior safety record, makes SBA the first choice provider for our customers. Services include: fabrication and tower erection, full range of site civil and electrical construction services, antenna and transmission line installation, setting shelters, installing and/or enhancing power plants, testing and troubleshooting, site and tower inspections, site modification services, and material procurement and warehousing.

TECHNICAL SERVICES

Our technical services experts can provide both the program management and deployment capabilities necessary for network installations, upgrades and equipment integration. SBA offers a wide array of technical services including: installation and commissioning; quality and support services; and architectural and engineering services.

800.487.SITE | sbasite.com

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SBA

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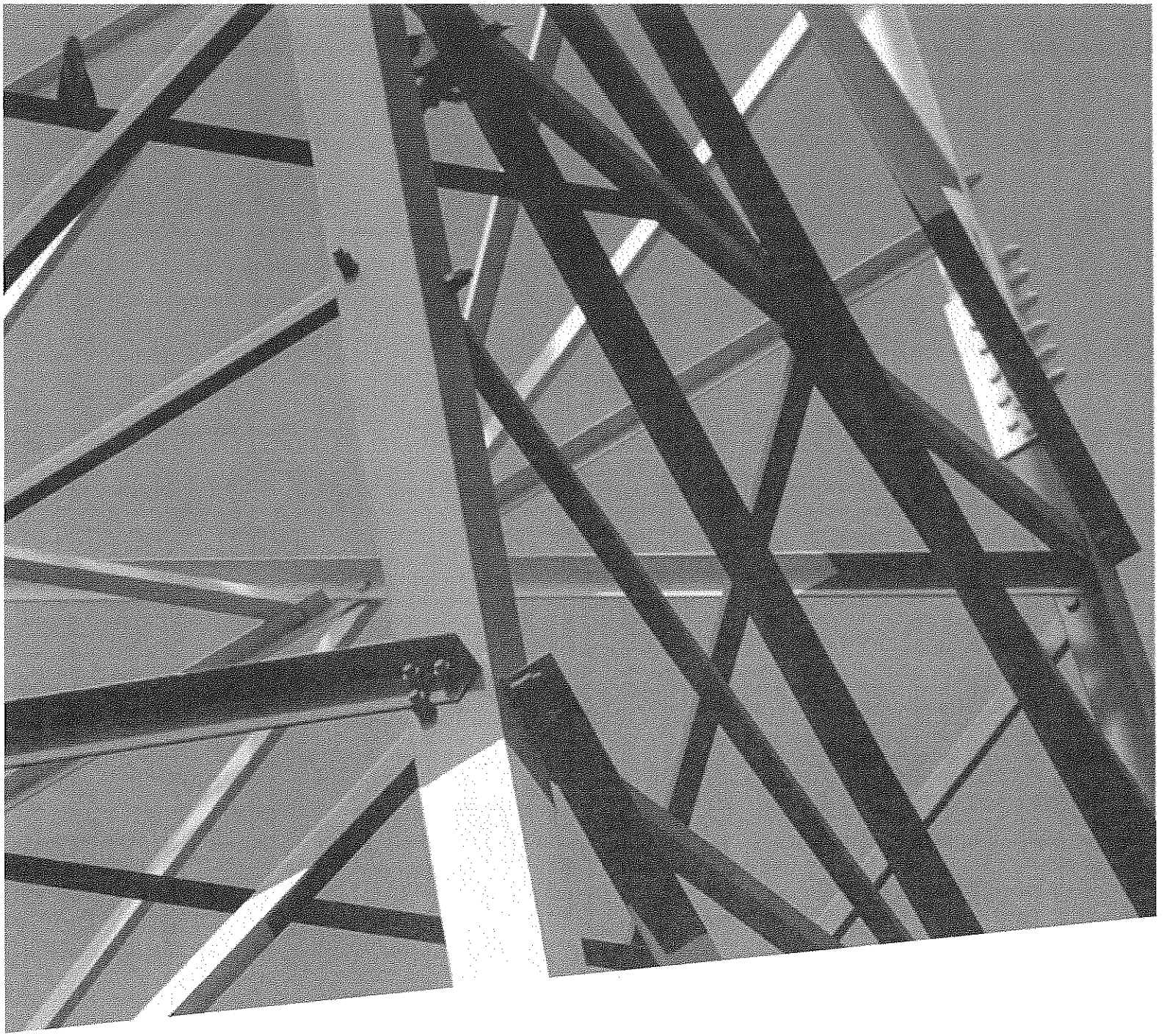

2014 ANNUAL REPORT

SBA COMMUNICATIONS CORPORATION

SBA

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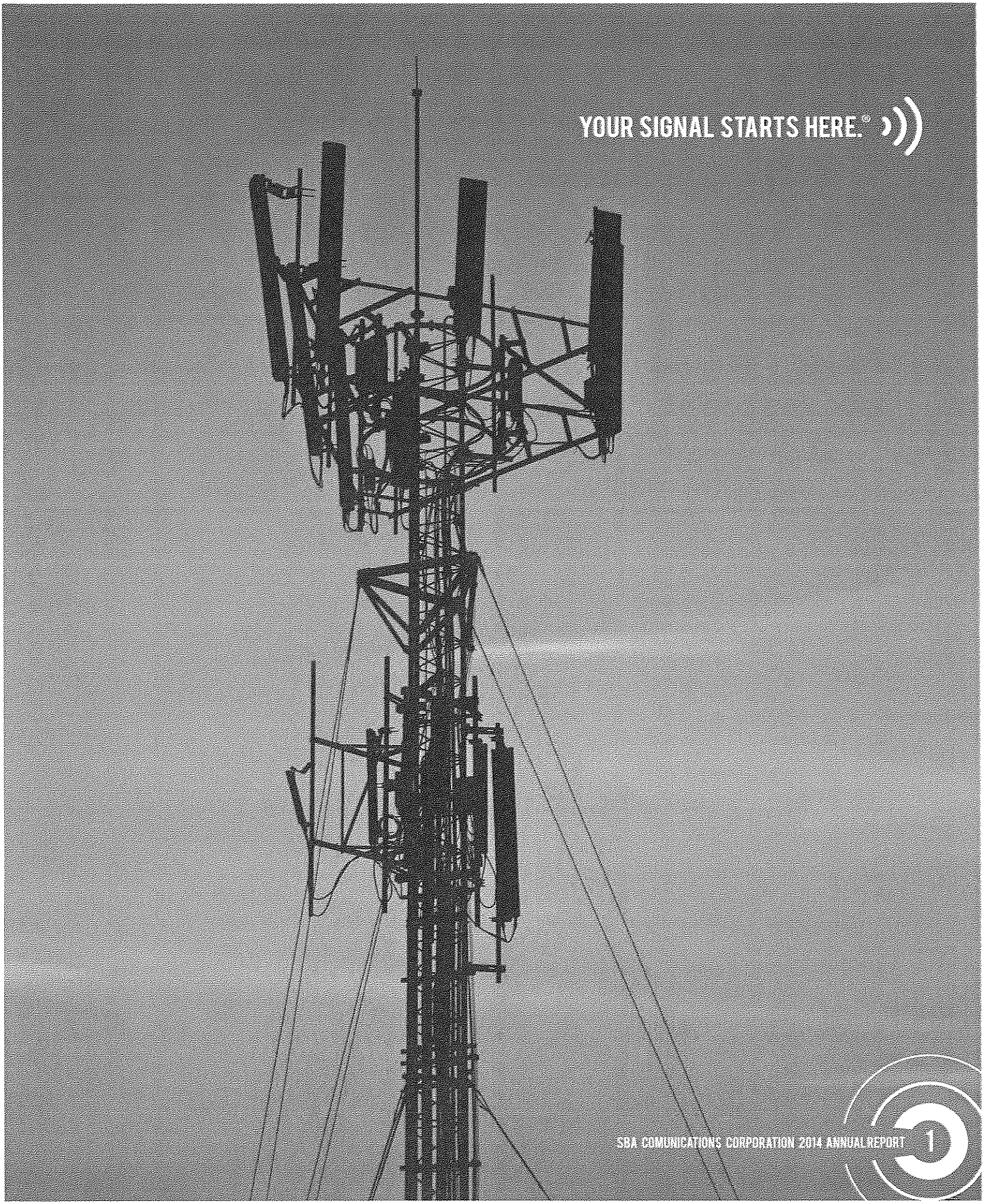
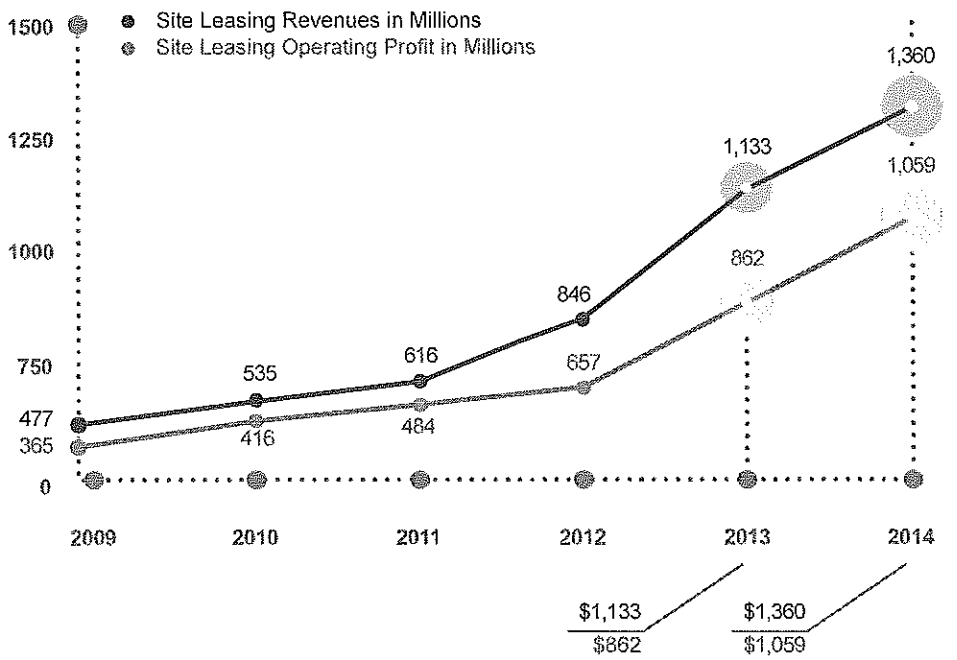
YOUR SIGNAL STARTS HERE.®



Site leasing revenue for the year 2014 was $1,360 million compared to $1,133 million for the year 2013; an increase of 20%.

20% 23%

Site leasing segment operating profit for the year 2014 was $1,059 million compared to $862 million for the year 2013; an increase of 23%.



FINANCIAL HIGHLIGHTS

2014 vs 2013

In thousands (except per share data) for the year ended December 31,	2013	2014	Percentage Change
REVENUES			
Site Leasing	$1,133,013	$1,360,202	20.1%
Site Development	$171,853	$166,794	(2.9%)
Total Revenues	**$1,304,866**	**$1,526,996**	**17.0%**
COST OF REVENUES			
Site Leasing	$270,772	$301,313	11.3%
Site Development	$137,481	$127,172	(7.5%)
Total Cost of Revenues	**$408,253**	**$428,485**	**5.0%**
OPERATING PROFIT			
Site Leasing	$862,241	$1,058,889	22.8%
Site Development	$34,372	$39,622	15.3%
Total Operating Profit	**$896,613**	**$1,098,511**	**22.5%**
Selling, general and administrative expenses	$85,476	$103,317	20.9%
Net loss attributable to SBA Communications Corporation	$(55,909)	$(24,295)	56.5%
Basic and diluted net loss per share	$(0.44)	$(0.19)	
Weighted average number of shares	127,769	128,919	
As of December 31, Cash, cash equivalents, short-term investments and short-term restricted cash	$174,863	$97,511	
Total assets	$6,783,188	$7,841,125	
Total principal amount of indebtedness	**$5,910,041**	**$7,870,000**	

"We led the tower industry in numerous important metrics including tower cash flow and adjusted EBITDA margins, and AFFO per share. Our shareholders were well-rewarded, with the value of our shares appreciating 23% in 2014."

TO OUR SHAREHOLDERS

2014 was a remarkable year for our company. Largely because of customer activity in the United States that was well ahead of our expectations, SBA added record amounts of incremental leasing revenue and the highest amount of incremental leasing revenue per tower in over ten years. The high level of customer activity in the United States greatly benefited our services business as well. As a result, SBA posted financial results materially ahead of our initial 2014 guidance. We led the tower industry in numerous important metrics including tower cash flow and adjusted EBITDA margins, and AFFO per share. For the year, total revenue grew 17%, site leasing revenue grew 20%, tower cash flow grew 25%, adjusted EBITDA grew 25% and AFFO per share grew 28%. Our shareholders were well-rewarded, with the value of our shares appreciating 23% in 2014. Plus, it was our 25th Anniversary!

Our 2014 performance, like our many successful years before, is a result of our consistent strategy over time. We focus on operational excellence and organic growth, active balance sheet management and smart portfolio growth. We believe these three areas of focus have the greatest impact on shareholder value creation and growth in AFFO per share. These are the same areas of focus we established as most important almost 18 years ago, when we acquired our first tower. Over the years we have refined the strategy and resisted changes to it, even in the face of extraordinary pressure to do so. We are glad we did. Since we became a public company in 1999, our site leasing revenue, tower cash flow and adjusted EBITDA have grown at compound annual rates of 30%, 33% and 36%, respectively. Our enterprise value has grown from $650 million to almost $23 billion. Our share price has grown over 1,130% at a compound annual rate of 18%. Since we went public, our share price appreciation has outperformed our public tower peers by over three to one.

OPERATIONAL EXCELLENCE

At 68%, our adjusted EBITDA margin also led our industry in 2014, and is a sign of strong overall operational performance.

Adjusted EBITDA margin for 2014 was 68%, compared to 64.4% for the year 2013; an increase of 360 basis points.

2014 PERFORMANCE IS A RESULT OF OUR CONSISTENT STRATEGY OVER TIME

We focus on operational excellence and organic growth, active balance sheet management and smart portfolio growth. We believe these three areas of focus have the greatest impact on shareholder value creation.

Our operational performance and organic growth were excellent in 2014. We saw record numbers of new leases and amendments processed. We integrated several large portfolios of new assets in Brazil. We had our best year in over ten years in our services business, with very high marks from our customers for performance. We implemented new systems, automating many of our processes to gain significant operating efficiencies. All of these accomplishments were achieved while continuing to maintain a very low level of selling, general and administrative expense as a percentage of revenue. Our solid operational performance produced important quantitative results in areas like tower cash flow margin and adjusted EBITDA margin. Tower cash flow, as we define it, excludes any non-cash revenue or expense, and we believe represents a good measure of the operational performance of our towers. Tower cash flow margins should theoretically continue to increase, as the addition of revenue at the tower level generally is not related to or does not generate additional expense. In addition, we can increase tower cash flow margins through purchases of the land under our towers or in some cases by extending and pre-paying a ground lease. It is a long-term goal of ours to constantly increase tower cash flow margins, and we have done just that. Our tower cash flow margins are the highest in our industry, due to both our strong operational performance and the quality of our assets. On a consolidated basis, our tower cash flow margin for 2014 was 80%, an improvement over the 78% margin for 2013. In the United States in the fourth quarter we posted an 81.8% tower cash flow margin, the highest we have ever recorded. I remember years ago when we were first developing our tower ownership business model we believed that 80% tower cash flow margins could be attained one day. That day has arrived. Internationally, our tower cash flow margins lag the United States because our international towers are generally less mature (fewer tenants per tower) than those in the United States. Our international tower cash flow margin for 2014 was 72%. It is worth noting, however, that our true economic tower cash flow margins are actually higher on our international assets because of our Brazilian towers where our customers reimburse SBA for the ground rent expenses. Under United States GAAP, we are required to include reimbursed expenses as our own and gross-up our revenues by a like amount. This presentation has the effect of lowering reported tower cash flow margins. If we were to eliminate the reimbursed ground lease expenses from our revenue and expense, our international tower cash flow margin for 2014 would have been 88%.

At 68%, our adjusted EBITDA margin also led our industry in 2014, and is a sign of strong overall operational performance. This represents a 360 basis point increase over the adjusted EBITDA margin in 2013. Adjusted EBITDA margin is calculated net of any non-cash revenue or expense and equals our tower cash flow plus our services gross profit less selling, general and administrative expense. Our United States customers were busy, and we executed very well in services in 2014. We posted one of our highest services margins in 2014 at 24%. This strong services margin, plus a low percentage (7%) of selling, general and administrative expense as a percentage of revenue, helped fuel record adjusted EBITDA for SBA in 2014. In the future, we expect that we will attain adjusted EBITDA margins in excess of 70%.

SINCE SBA WENT PUBLIC SHARE PRICE HAS GROWN OVER 1,130% AT A COMPOUND ANNUAL RATE OF 18%

Our organic growth in 2014 was the best in years, primarily because of the strength of investment from our customers in the United States. When we discuss organic growth, we are talking about the amount of incremental revenue added to our tower assets in the last year. A "same store sales" concept, if you will. We track organic growth for many reasons. It is an indicator of the level of activity of our customers. We use current and historical organic growth rates to help us make financial projections for our company and for potential tower acquisitions. We consider organic growth rates when we decide appropriate debt and leverage levels for SBA. Most importantly, organic growth is the most valuable type of growth we can produce, as it typically comes with little to no additional capital investment. The higher the organic growth rate the more value we believe we are creating for our shareholders. Our organic growth rate for 2014, measured on the fourth quarter over the year earlier period on towers we owned at the beginning of such year earlier period, was 13.2% on a currency neutral basis excluding the previously contracted terminations by Sprint of legacy Nextel leases (which were agreed to in 2012). This was our highest gross organic growth rate in many years. On a net basis (net of churn and adjusted for currency translations), our organic growth rate was 10.7%.

The four nationwide U.S. wireless carriers contributed the substantial majority of the incremental site leasing revenue we added in the year as well as the majority of our services revenue, although as our Brazilian assets grew we saw a greatly increased contribution to site leasing revenue from our international sites. AT&T was most active in site leasing for us, followed by Verizon. AT&T and Verizon were active throughout 2014 with additions of both new equipment to existing site locations and brand new cell sites.

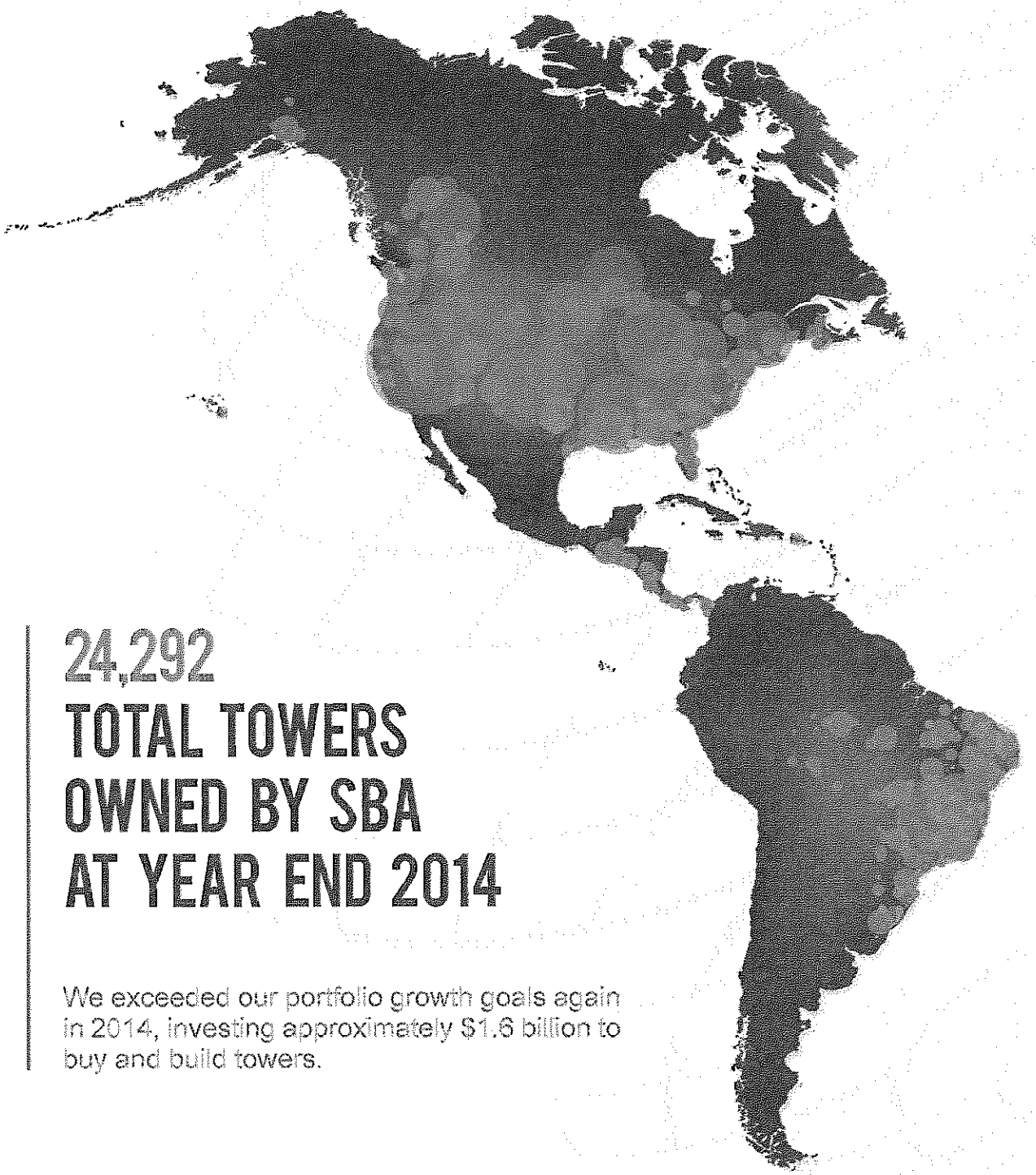
Because we have a large base of existing sites used by AT&T and Verizon, we experienced high volumes of activity from their additions of new equipment to existing sites. Sprint substantially completed its Network Vision project and began work on the deployment of its 2.5 GHz spectrum. T-Mobile was also active in 2014, primarily with their 4G LTE technology upgrade initiative which began in 2012. T-Mobile also began to deploy its 700 MHz spectrum in late 2014. Sprint, T-Mobile and Verizon were the biggest customers for our services business in 2014. Longer term, we are very optimistic that our growth in the United States will continue as demand for wireless services stays strong and new spectrum must be put into use. The recently completed AWS-3 spectrum auction, and the future planned 600 MHz spectrum auction, will require new equipment deployments as will at some point substantial amounts of wireless spectrum held by Dish and FirstNet (the public safety entity). These deployments of spectrum should support our growth for years to come.

Our international activity grew materially again in 2014, primarily from portfolio growth but also from solid organic growth. International leasing revenue grew 141% in 2014 over 2013, and for 2014 represented just under 15% of our total site leasing revenue. We enjoyed success in all seven countries outside the United States in which we operated for the full year, materially increasing leasing revenue and adjusted EBITDA in each. We experienced the greatest growth in Brazil, primarily due to the 3,766 towers we added to our portfolio in Brazil in 2014. We have worked hard to integrate and conform our towers in Brazil to our standards, processes and documentation, and ended the year with well over half of our integration goals achieved.

Tower cash flow margins are the highest in our industry, due to both our strong operational performance and the quality of our assets.

We ended the year with 9,168 towers outside of the United States, representing approximately 38% of our total tower portfolio. Our international towers are high quality with additional capacity. They are generally less mature than our U.S. towers, providing ample opportunity for future growth. Our customers were and are very active in each market, with 3G and 4G activity in all markets and in some cases initial network builds from new market entrants. The wireless environment in each of these regions has developed and we think will continue to develop much like the United States. Our international customers are adapting well to the collocation model, just as U.S. wireless carriers did fifteen years ago at the beginning of the independent tower ownership industry.

We were very active with balance sheet management in 2014. Our company is very well received in the capital markets. We raised $3.8 billion in debt financings last year, $1.7 billion of which was used to refinance existing indebtedness including our 4.0% convertible notes. We used approximately $885 million to settle the warrants issued in connection with the 4.0% convertible notes and avoided any share dilution that would have otherwise resulted from the exercise of such warrants. We accomplished this while staying within our long-stated target leverage of 7.0x to 7.5x net debt/ annualized adjusted EBITDA. Settlement of the warrants consumed a material portion of our investment capacity in 2014. With the settlement of the warrants to be completed by the end of the first quarter of 2015, we look forward to once again directing our substantial investment capacity fully to portfolio growth and/or stock repurchases.



24,292
TOTAL TOWERS OWNED BY SBA AT YEAR END 2014

We exceeded our portfolio growth goals again in 2014, investing approximately $1.6 billion to buy and build towers.

2014
RECORD ORGANIC GROWTH

Notwithstanding the fact that we operate with materially higher balance sheet leverage than our U.S. public tower company peers and are a non-investment grade credit, we maintain one of the lowest aggregate costs of debt in our industry. At year end, our outstanding indebtedness had a weighted average interest rate of 3.9% and a weighted average life of approximately five and one-half years. Of our total indebtedness, 77% was fixed rate. We are able to achieve a relatively low cost of debt because 74% of our indebtedness at year-end was secured. We are very comfortable with our mix of secured versus unsecured debt, and have been for many years. The predictable nature of our business provides us with confidence around the covenant compliance typically associated with secured financing, and the organic growth of our business provides us flexibility and many options for future financings. We believe our current balance sheet strategy, which is driven by our assessment of current capital market conditions, financing options, interest rates and our organic growth rates, is a material driver of our shareholder value creation and growth in AFFO per share.

We exceeded our portfolio growth goals again in 2014, investing approximately $1.6 billion to buy and build towers. We ended the year with 24,292 sites, an increase of 4,213 sites over year-end 2013, or 21%. This growth exceeded our initial portfolio growth goals of 5% to 10% annually. Most of our portfolio growth was in Brazil. We took advantage of several large sales processes in Brazil to materially enhance our position in that country. We ended the year with close to 7,000 sites in Brazil, which we believe gives us sufficient critical mass to be an essential participant in the Brazilian tower industry for the foreseeable future. We continue to believe that the Brazilian market will be a source of organic growth for many years to come. We also added towers in each of the other countries in which we operate. The United States was second to Brazil in terms of towers added. We did not enter any new countries in 2014.

Portfolio growth remains a priority in 2015, with our annual portfolio growth goal set once again at 5% to 10%. We are off to a good start here in early 2015, particularly with respect to additional portfolio growth in the United States where we are seeing a greater number of attractive opportunities than we saw last year. We expect to have ample investment capacity available to us. We continue to be primarily interested in additional expansion in the Western Hemisphere. Having said that, we will also stay abreast of opportunities outside the Western Hemisphere in the event something comes along that we find very attractive.

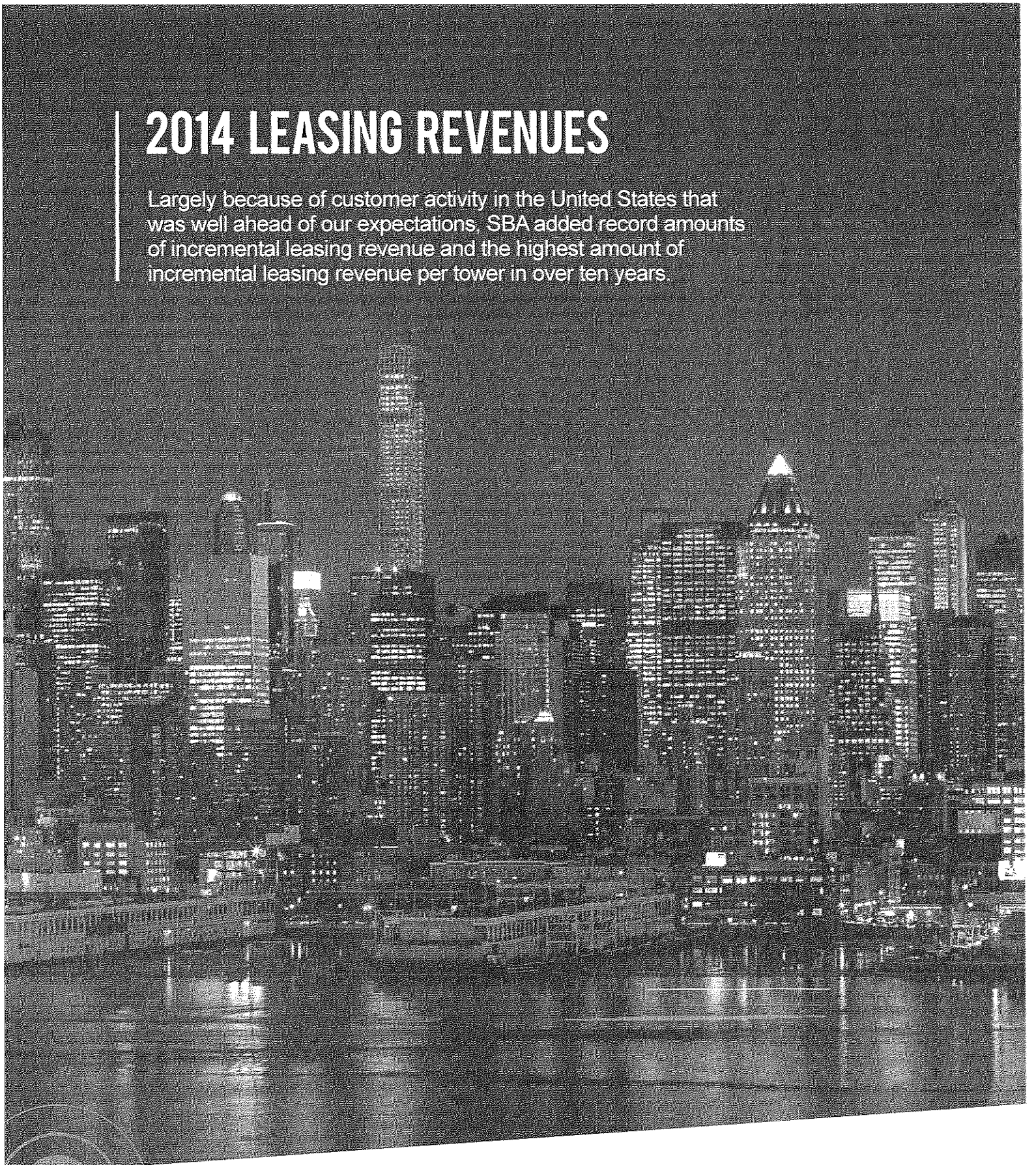
All-in-all, 2014 was a great year for SBA and its shareholders. Our three primary areas of focus, operational excellence/organic growth, active balance sheet management and smart portfolio growth, yielded great success and created substantial value for our shareholders. In closing, I must recognize the contributions of our employees and customers to our 2014 success. Huge efforts and talent were provided by many people, all of which added up to produce our record 2014 results. I also want to thank you, our shareholders, for your continued confidence in and support of SBA. I look forward to communicating with you again soon about our 2015 results.

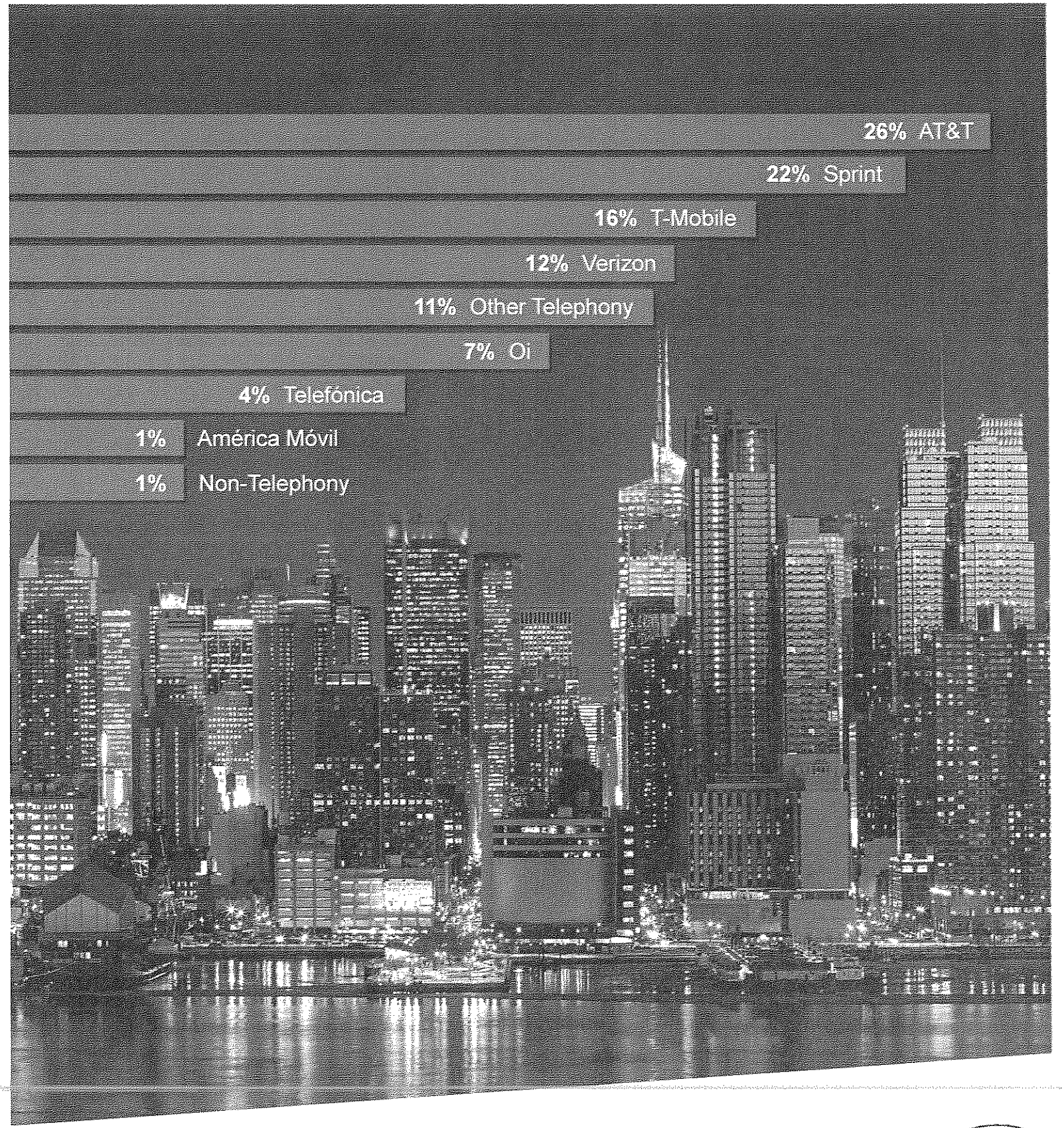
Sincerely,

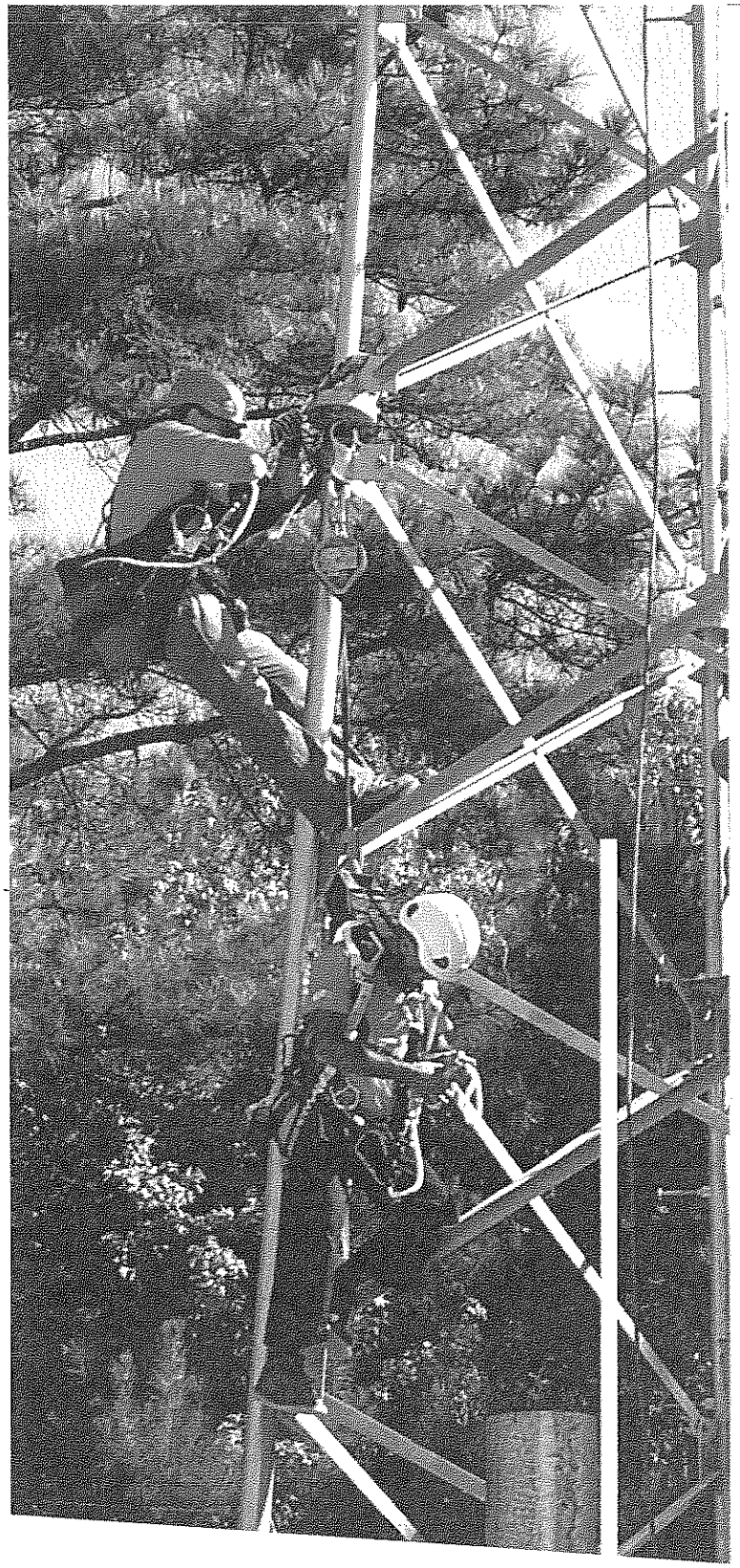
Jeffrey A. Stoops
President and Chief Executive Officer

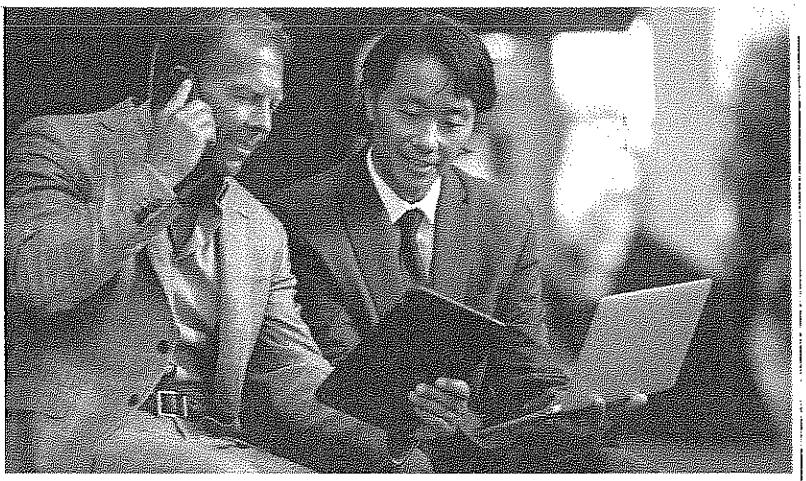
2014 LEASING REVENUES

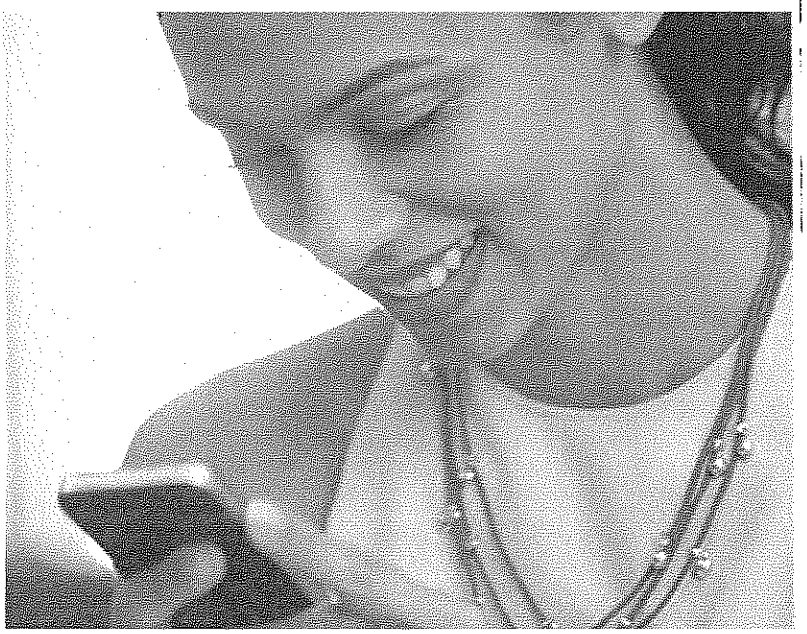
Largely because of customer activity in the United States that was well ahead of our expectations, SBA added record amounts of incremental leasing revenue and the highest amount of incremental leasing revenue per tower in over ten years.

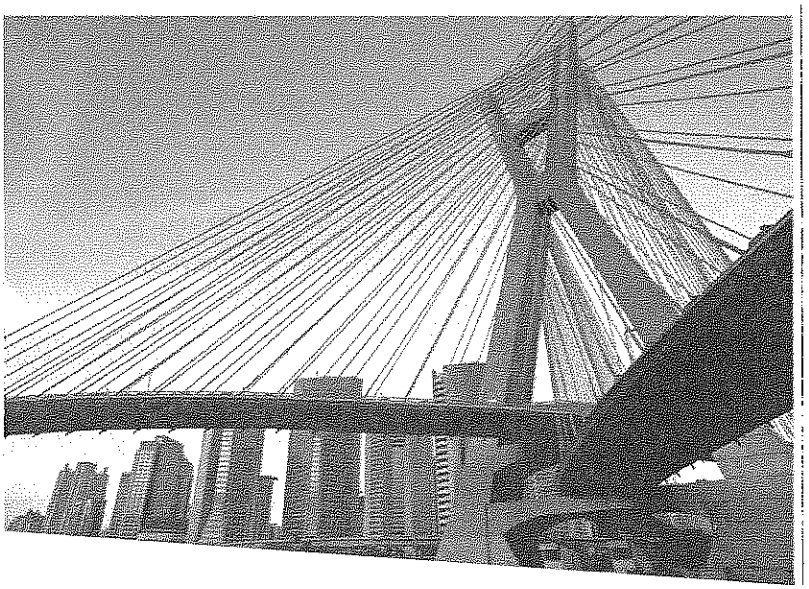


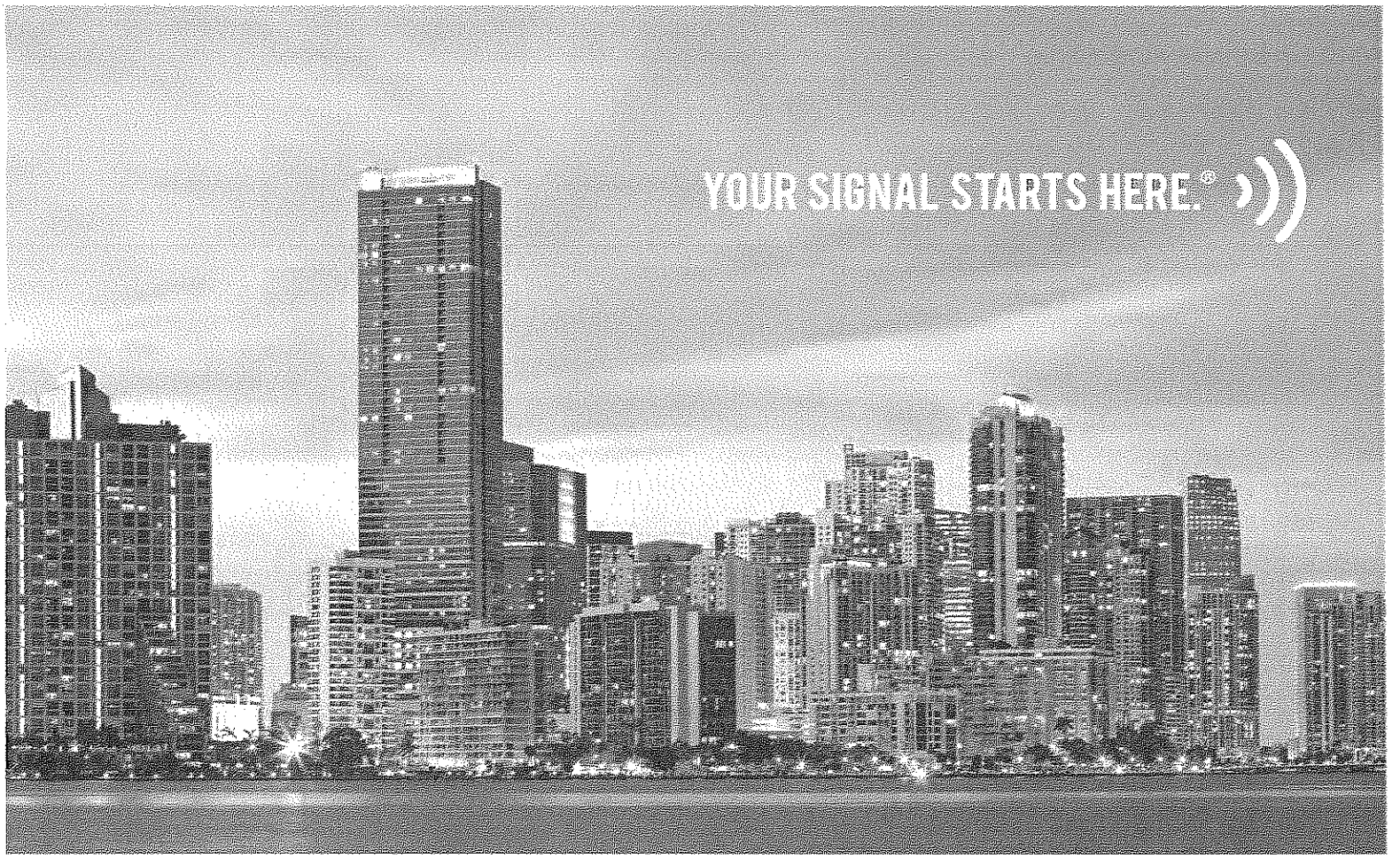

26% AT&T
22% Sprint
16% T-Mobile
12% Verizon
11% Other Telephony
7% Oi
4% Telefónica
1% América Móvil
1% Non-Telephony







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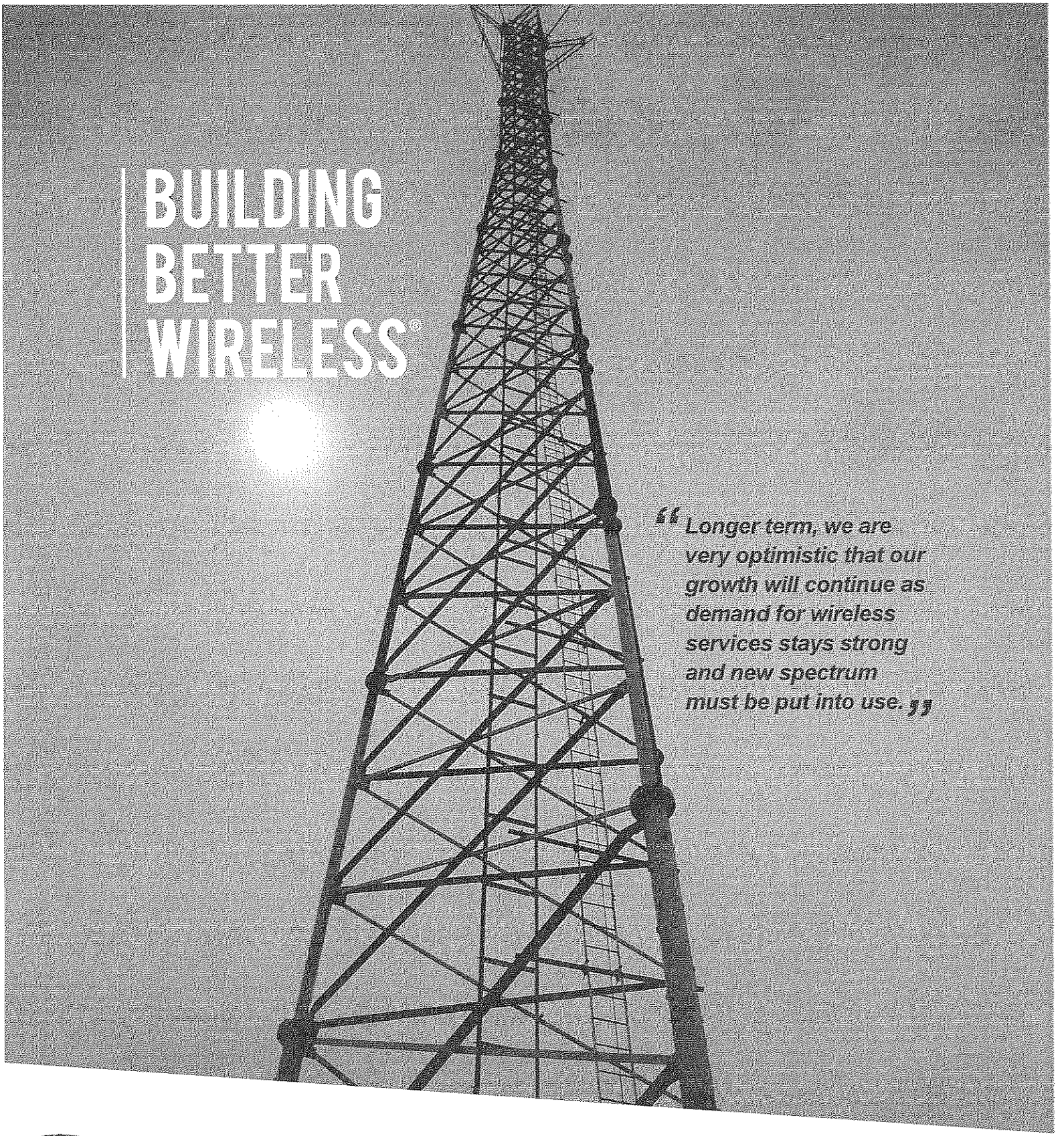

"Longer term, we are very optimistic that our growth will continue as demand for wireless services stays strong and new spectrum must be put into use."

FORM 10-K
2014 FINANCIAL INFORMATION

SBA

Building Better Wireless®

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 10-K

☒ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the fiscal year ended December 31, 2014

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from _____ to _____

Commission file number: 000-30110

SBA COMMUNICATIONS CORPORATION
(Exact name of Registrant as specified in its charter)

Florida (State or other jurisdiction of incorporation or organization)	**65-0716501** (I.R.S. Employer Identification No.)
5900 Broken Sound Parkway NW **Boca Raton, Florida** (Address of principal executive offices)	**33487** (Zip Code)

Registrant's telephone number, including area code (561) 995-7670

Securities registered pursuant to Section 12(b) of the Act:

Title of Each Class	Name of Each Exchange on Which Registered
Class A Common Stock, $0.01 par value per share	The NASDAQ Stock Market LLC (NASDAQ Global Select Market)

Securities registered pursuant to Section 12(g) of the Act:
None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☒ No ☐

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Exchange Act. Yes ☐ No ☒

Indicate by check mark whether the Registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the Registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of Registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. ☒

Indicate by check mark whether the Registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer," and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☒	Accelerated filer	☐
Non-Accelerated filer	☐	Smaller reporting company	☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act) Yes ☐ No ☒

The aggregate market value of the voting stock held by non-affiliates of the Registrant was approximately $13.1 billion as of June 30, 2014.

The number of shares outstanding of the Registrant's common stock (as of February 19, 2015): Class A common stock — 129,175,989

Documents Incorporated By Reference

Portions of the Registrant's definitive proxy statement for its 2015 annual meeting of shareholders, which proxy statement will be filed no later than 120 days after the close of the Registrant's fiscal year ended December 31, 2014, are hereby incorporated by reference in Part III of this Annual Report on Form 10-K.

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ITEM 1. BUSINESS

General

We are a leading independent owner and operator of wireless communications tower structures, rooftops and other structures that support antennas used for wireless communications, which we collectively refer to as "towers" or "sites." Our principal operations are in the United States and its territories. In addition, we own and operate towers in Canada, Central America, and Brazil. Our primary business line is our site leasing business, which contributed 96.3% of our total segment operating profit for the year ended December 31, 2014. In our site leasing business, we (1) lease antenna space to wireless service providers on towers that we own or operate and (2) manage rooftop and tower sites for property owners under various contractual arrangements. As of December 31, 2014, we owned 24,292 towers, a substantial portion of which have been built by us or built by other tower owners or operators who, like us, have built such towers to lease space to multiple wireless service providers. We also managed or leased approximately 5,000 actual or potential towers, approximately 500 of which were revenue producing as of December 31, 2014. Our other business line is our site development business, through which we assist wireless service providers in developing and maintaining their own wireless service networks.

Site Leasing Services

Our primary focus is the leasing of antenna space on our multi-tenant towers to a variety of wireless service providers under long-term lease contracts in the United States, Canada, Central America, and Brazil. Site leasing revenues are received primarily from wireless service provider tenants, including AT&T, Sprint, Verizon Wireless, T-Mobile, Oi S.A., Digicel, Claro, and Telefonica. Wireless service providers enter into different tenant leases with us, each of which relates to the lease or use of space at an individual tower. Our site leasing business generates substantially all of our total segment operating profit, representing 96.2% or more of our total segment operating profit for the past three years.

Increased expansion activity in international markets has resulted in our international site leasing revenues exceeding 10% of our total revenues. As a result, commencing in the second quarter of 2014, we classified our site leasing business into two reportable segments, domestic site leasing and international site leasing.

Domestic Site Leasing

As of December 31, 2014, we had 15,124 sites in the United States. For the year ended December 31, 2014, we generated 85.1% of our total site leasing revenue from these sites. Domestic site leasing revenues are received primarily from AT&T, Sprint, Verizon Wireless, and T-Mobile. In the United States, wireless service providers typically enter into tenant leases with us, each of which relates to the lease or use of space at an individual tower. Our tenant leases in the United States are generally for an initial term of five to ten years with five 5-year renewal periods at the option of the tenant. These tenant leases typically contain specific rent escalators, which typically average 3-4% per year. Our ground leases in the United States are generally for an initial term of five years or more with multiple renewal terms of 5-year periods, at our option, and provide for rent escalators which typically average 2-3% annually.

International Site Leasing

In 2014, we continued to focus on growing our international site leasing business through the acquisition and development of towers. We believe that we can create substantial value by expanding our site leasing services into select international markets which we believe have a high-growth wireless industry and relatively stable political and regulatory environments. As of December 31, 2014, we owned 9,168 towers in our international markets, including Brazil, Canada, Costa Rica, El Salvador, Guatemala, Nicaragua, and Panama. International site leasing revenues are received primarily from Oi S.A., Telefonica, Claro, Digicel, TIM, and NII Holdings. Our operations in these countries are solely in the site leasing business, and we expect to continue to expand operations through new builds and acquisitions.

Our tenant leases in Canada typically have similar terms and conditions as those in the United States with an initial term of five to ten years with five 5-year renewal periods at the option of the tenant. These tenant leases typically contain specific rent escalators, which average 3-4% per year. Tenant leases in our Central America and Brazil markets typically have an initial term of 10 years with 5-year renewal periods. In Central America, we have similar rent escalators to that of leases in the United States and Canada while our leases in Brazil typically escalate in accordance with a standard cost of living index. In Brazil, site leases are typically governed by master lease agreements, which provide for the material terms and conditions that will govern the terms of the use of the site.

These site leases typically provide for a fixed rental amount and a pass-through charge for a portion of the underlying ground lease rent. Our ground leases in Canada, Central America and Brazil generally have similar terms and conditions as those in the United States, except that the annual escalator in Brazil is based on a cost of living index.

Domestic and International Expansion

We expand our tower portfolio, both domestically and internationally, through the acquisition of towers from third parties and through the construction of new tower structures. In our tower acquisition program, we pursue towers that meet or exceed our internal guidelines regarding current and future potential returns. For each acquisition, we prepare various analyses that include projections of a five-year unlevered internal rate of return, review of available capacity, future lease up projections, and a summary of current and future tenant/technology mix.

The majority of our international markets typically have less mature wireless networks with limited wireline infrastructure and lower wireless data penetration rates than those in the United States. Accordingly, our expansion in these markets is primarily driven by (i) wireless service providers seeking to increase the quality and coverage of their networks, (ii) consumers' increased use of high data applications, such as email, internet access, mobile device applications, and video, and (iii) incremental spectrum auctions, which have resulted in new market entrants, as well as incremental voice and data network deployments. Since we first entered Brazil in 2012, we have built or acquired 6,927 towers and continue to expand in that country to respond to a growing demand there. Additionally, since we first entered Costa Rica in 2010, spectrum auctions significantly increased demand for antenna space. Since we entered this market, we have built or acquired 499 towers to respond to that demand and plan to continue our expansion.

We consider various factors when identifying a market for our international expansion, including:

- Country analysis – We consider the country's political stability, and whether the country's general business, legal and regulatory environment is conducive to the sustainability and growth of our business.

- Market potential – We analyze the expected demand for wireless services, and whether a country has multiple wireless service providers who are actively seeking to invest in deploying voice and data networks, as well as spectrum auctions that have occurred or that are anticipated to occur.

- Risk adjusted return criteria – We consider whether buying or building towers in a country, and providing our management and leasing services, will meet our return criteria. As part of this analysis, we consider the risk of entering into an international market (for example, the impact of foreign currency exchange rates), and how our expansion meets our long-term strategic objectives for the region and our business generally.

In our new build program, we construct tower structures in locations that were strategically chosen by us or under build-to-suit arrangements. Under build-to-suit arrangements, we build tower structures for wireless service providers at locations that they have identified. We retain ownership of the tower structure and the exclusive right to co-locate additional tenants. When we construct tower structures in locations chosen by us, we utilize our knowledge of our customers' network requirements to identify locations where we believe multiple wireless service providers need, or will need, to locate antennas to meet capacity or service demands. We seek to identify attractive locations for new tower structures and complete pre-construction procedures necessary to secure the site concurrently with our leasing efforts. We generally will have at least one signed tenant lease for each new build tower structure on the day that it is completed and expect that some will have multiple tenants. During 2015, we intend to build between 575 and 595 new tower structures, domestically and internationally.

Site Development Services

Our site development business, which is conducted in the United States only, is complementary to our site leasing business and provides us the ability to keep in close contact with the wireless service providers who generate substantially all of our site leasing revenue and to capture ancillary revenues that are generated by our site leasing activities, such as antenna and equipment installation at our towers. Site development services revenues are earned primarily from providing a full range of end to end services to wireless service providers or companies providing development or project management services to wireless service providers. Our services include: (1) site audits; (2) identification of potential locations for towers and antennas; (3) modification of lease agreements to add equipment to existing structures; (4) support in buying or leasing of the location; (5) obtaining zoning approvals and permits; (6) tower structure construction; (7) antenna installation; and (8) radio equipment installation, commissioning, and maintenance. We provide site development services on a local basis, through regional, territory, and project offices. The regional offices are responsible for all site

development operations, including hiring employees and opening or closing project offices, and a substantial portion of the sales in such area.

For financial information about our operating segments, please see Note 20 of our Consolidated Financial Statements included in this Form 10-K.

Industry Developments

We believe that growing wireless traffic (particularly data and video), the deployment of additional spectrum, and technology advancements will require wireless service providers to improve their network infrastructure and increase their network capacity resulting in an increase in the number of towers that they use and an increase in the amount of equipment they deploy at existing towers. We expect that the wireless communications industry will continue to experience growth as a result of the following trends:

- As wireless data usage grows rapidly, carriers are investing to increase the capacity of their networks; and we believe that the continued capacity increases will require our customers to add large numbers of additional cell sites and additional equipment at current cell sites.

- We have seen, and anticipate there could be other, new entrants into the wireless communications industry that could deploy regional or national wireless networks for voice and data services.

- Spectrum licensed by the Federal Communications Commission in 2006 and 2008 has enabled continued network development. We expect this and the potential availability of additional spectrum through several completed and planned government auctions in 2015 and beyond to drive continued network development in the U.S.

- Consumers are increasing their use of wireless data services due to expansion of wireless data applications, such as email, web browsing, mobile apps and games, social networking, music and video, and continued wireline to wireless migration. Wireless devices are trending toward more bandwidth intensive devices such as smartphones, laptops, netbooks, tablets and other emerging and embedded devices. As a result, according to industry estimates, global mobile data traffic will grow at an approximately 57% compound annual growth rate from 2014 to 2019.

- Consumers list network quality as one of the greatest contributors to their dissatisfaction when terminating or changing service. To decrease subscriber churn rate and drive revenue growth, wireless carriers have made substantial capital expenditures on wireless networks to improve service quality and expand coverage. For example, U.S. wireless carriers' capital expenditures have increased from an estimated $19.9 billion in 2009 to an estimated $32.1 billion in 2014, and we expect capital expenditures in the foreseeable future to remain elevated as wireless carriers continue to improve their networks.

We believe that the world-wide wireless industry will continue to grow and is reasonably well-capitalized, highly competitive and focused on quality and advanced services. Therefore, we expect that we will see a multi-year trend of strong additional demand for tower space from our customers, which we believe will translate into strong leasing growth for us.

Business Strategy

Our primary strategy is to continue to focus on expanding our site leasing business due to its attractive characteristics such as long-term contracts, built-in rent escalators, high operating margins, and low customer churn. The long-term nature of the revenue stream of our site leasing business makes it less volatile than our site development business, which is more cyclical. By focusing on our site leasing business, we believe that we can maintain a stable, recurring cash flow stream and reduce our exposure to cyclical changes in customer spending. Key elements of our strategy include:

Maximizing Use of Tower Capacity. We generally have constructed or acquired towers that accommodate multiple tenants and a majority of our towers are high capacity tower structures. Most of our towers have significant capacity available for additional antennas, and we believe that increased use of our towers can be achieved at a low incremental cost. We actively market space on our towers through our internal sales force. As of December 31, 2014, we had an average of 1.8 tenants per tower structure.

Disciplined Growth of our Tower Portfolio. We believe that our tower operations are highly scalable. Consequently, we believe that we are able to materially increase our tower portfolio without proportionately increasing selling, general, and administrative expenses. During 2015, we intend to continue to grow our tower portfolio, domestically and internationally, by 5-10% through tower

acquisitions and the construction of new tower structures. In connection with our international expansion, we have targeted select international markets that we believe have relatively stable political environments and a growing wireless communications industry. We intend to use our available cash from operating activities and available liquidity, including borrowings, to build and/or acquire new towers at prices that we believe will be accretive to our shareholders both in the short and long term and which allow us to maintain our long-term target leverage ratios.

Capitalizing on our Scale and Management Experience. We are a large owner, operator and developer of towers, with substantial capital, human, and operating resources. We have been developing towers for wireless service providers in the U.S. since 1989 and owned and operated towers for ourselves since 1997. We believe our size, experience, capabilities, and resources make us a preferred partner for wireless service providers both in the U.S. and internationally. Our management team has extensive experience in site leasing and site development, with some of the longest tenures in the tower and site development industries. Management believes that its industry expertise and strong relationships with wireless service providers will allow us to expand our position as a leading provider of site leasing and site development services.

Controlling our Underlying Land Positions. We have purchased and/or entered into perpetual easements or long-term leases for the land that underlies our tower structures and intend to continue to do so, to the extent available at commercially reasonable prices. We believe that these purchases, perpetual easements, and/or long-term leases will increase our margins, improve our cash flow from operations, and minimize our exposure to increases in ground lease rents in the future. As of December 31, 2014, approximately 73% of our tower structures were located on land that we own or control for more than 20 years and the average remaining life under our ground leases, including renewal options under our control, was 33 years. As of December 31, 2014, approximately 5.0% of our tower structures have ground leases maturing in the next 10 years.

Using our Local Presence to Build Strong Relationships with Major Wireless Service Providers. Given the nature of towers as location-specific communications facilities, we believe that substantially all of what we do is done best locally. Consequently, we have a broad field organization that allows us to develop and capitalize on our experience, expertise and relationships in each of our local markets which in turn enhances our customer relationships. We are seeking to replicate this operating model internationally. Due to our presence in local markets, we believe we are well positioned to capture additional site leasing business and new tower build opportunities in our markets and identify and participate in site development projects across our markets.

Customers

Since commencing operations, we have performed site leasing and site development services for all of the large U.S. wireless service providers. In both our site leasing and site development businesses, we work with large national providers and smaller regional, local, or private operators.

We depend on a relatively small number of customers for our site leasing and site development revenues. The following customers represented at least 10% of our total revenues during the last three years:

	For the year ended December 31,		
Percentage of Total Revenues	**2014**	**2013**	**2012**
Sprint [1]	23.4%	25.0%	23.9%
AT&T Wireless [2]	23.0%	20.5%	21.9%
T-Mobile [3]	15.5%	17.3%	17.2%
Verizon Wireless	12.0%	11.3%	13.0%

(1) Prior year amounts have been adjusted to reflect the merger of Sprint and Clearwire.
(2) Prior year amounts have been adjusted to reflect the merger of AT&T Wireless and Leap Wireless (Cricket Wireless).
(3) Prior year amounts have been adjusted to reflect the merger of T-Mobile and Metro PCS.

During the past two years, we provided services or leased space to a number of customers, including:

Alcatel-Lucent	Goodman Networks	SouthernLinc
AT&T Wireless	Nexius	Sprint Nextel
Cellular South	NII Holdings	T-Mobile
Claro	Ntelos	TIM
Digicel	Mastec	Telefonica
Ericsson	Oi S.A.	U.S. Cellular
Globalive	Overland Contracting	Verizon Wireless

Sales and Marketing

Our sales and marketing goals are to:

- use existing relationships and develop new relationships with wireless service providers to lease antenna space on and sell related services with respect to our owned or managed towers, enabling us to grow our site leasing business; and

- successfully bid and win those site development services contracts that will contribute to our operating margins and/or provide a financial or strategic benefit to our site leasing business.

We approach sales on a company-wide basis, involving many of our employees. We have a dedicated sales force that is supplemented by members of our executive management team. Our dedicated salespeople are based regionally as well as in the corporate office. We also rely on our vice presidents, general managers, and other operations personnel to sell our services and cultivate customers. Our strategy is to delegate sales efforts by geographic region or to those employees of ours who have the best relationships with our customers. Most wireless service providers have national corporate headquarters with regional and local offices. We believe that wireless service providers make most decisions for site development and site leasing services at the regional and local levels with input from their corporate headquarters. Our sales representatives work with wireless service provider representatives at the regional and local levels and at the national level when appropriate. Our sales staff's compensation is heavily weighted to incentive-based goals and measurements.

Competition

Domestic Site Leasing – In the U.S., our primary competitors for our site leasing activities are (1) the national independent tower companies including American Tower Corporation and Crown Castle International, (2) a large number of regional independent tower owners, (3) wireless service providers that own and operate their own towers and lease, or may in the future decide to lease, antenna space to other providers, and (4) alternative facilities such as rooftops, outdoor and indoor distributed antenna system ("DAS") networks, billboards, and electric transmission towers. American Tower and Crown Castle have significantly more towers than we do, which could provide them a competitive advantage in negotiating with wireless service providers. Furthermore, these entities generally have greater financial resources than we do which may provide them with a competitive advantage in connection with the acquisition of material tower portfolios. However, we believe that tower location and capacity have been and will continue to be the most significant competitive factors affecting the site leasing business. Other competitive factors are quality of service to our tenants and price.

International Site Leasing – In Brazil, our competition consists of wireless service providers that own and operate their own tower networks, as well as large national and regional independent tower companies, while in the Central American and Canadian markets, our competition is principally from wireless service providers who lease towers to other wireless providers.

Site Development – The site development business is extremely competitive and price sensitive. We believe that the majority of our competitors in the U.S. site development business operate within local market areas exclusively, while some firms offer their services nationally. The market includes participants from a variety of market segments offering individual, or combinations of, competing services. The field of competitors includes site development consultants, zoning consultants, real estate firms, right-of-way consulting firms, construction companies, tower owners/managers, radio frequency engineering consultants, telecommunications equipment vendors, which provide end-to-end site development services through multiple subcontractors, and wireless service providers' internal staff. We believe that providers base their decisions for site development services on a number of criteria, including: company experience, price, track record, local reputation, geographic reach, and time for completion of a project.

Employees

Our executive, corporate development, accounting, finance, human resources, legal and regulatory, information technology and site administration personnel, and our network operations center, are located in our headquarters in Boca Raton, Florida. Certain sales, new tower build support and tower maintenance personnel are also located in our Boca Raton office. Our remaining employees are based in our international, regional, and local offices.

As of December 31, 2014, we had 1,259 employees of which 184 were based outside of the U.S. and its territories. We consider our employee relations to be good.

Regulatory and Environmental Matters

Federal Regulations. In the U.S., which accounted for 85.1% of our total site leasing revenue for the year ended December 31, 2014, both the FCC and the Federal Aviation Administration (the "FAA") regulate towers. Many FAA requirements are implemented in FCC regulations. These regulations, which were amended in 2014, govern the construction, lighting, and painting or other marking of towers, as well as the maintenance, inspection, and record keeping related to towers, and may, depending on the characteristics of particular towers, require prior approval and registration of towers before they may be constructed, altered or used. Wireless communications equipment and radio or television stations operating on towers are separately regulated and may require independent customer licensing depending upon the particular frequency or frequency band used. In addition, any applicant for an FCC tower structure registration (through the FCC's Antenna Structure Registration System) must certify that, consistent with the Anti-Drug Abuse Act of 1988, neither the applicant nor its principals are subject to a denial of Federal benefits because of a conviction for the possession or distribution of a controlled substance. New tower construction also requires approval from the state or local governing authority for the proposed site: compliance with the National Environmental Policy Act ("NEPA"); compliance with the National Historic Preservation Act ("NHPA"); compliance with the Endangered Species Act ("ESA"); and may require notification to the FAA.

Pursuant to the requirements of the Communications Act of 1934, as amended, the FCC, in conjunction with the FAA, has developed standards to consider proposals involving new or modified towers. These standards mandate that the FCC and the FAA consider the height of the proposed tower, the relationship of the tower to existing natural or man-made obstructions, and the proximity of the tower to runways and airports. Proposals to construct or to modify existing towers above certain heights must be reviewed by the FAA to ensure the structure will not present a hazard to air navigation. The FAA may condition its issuance of a no-hazard determination upon compliance with specified lighting and/or painting requirements. Towers that meet certain height and location criteria must also be registered with the FCC. A tower that requires FAA clearance will not be registered by the FCC until it is cleared by the FAA. Upon registration, the FCC may also require special lighting and/or painting. Owners of wireless communications towers may have an obligation to maintain painting and lighting or other marking in conformance with FAA and FCC regulations. Tower owners and licensees that operate on those towers also bear the responsibility of monitoring any lighting systems and notifying the FAA of any lighting outage or malfunction.

Owners and operators of towers may be subject to, and therefore must comply with, environmental laws, including NEPA, NHPA and ESA. Any licensed radio facility on a tower is subject to environmental review pursuant to the NEPA, among other statutes, which requires federal agencies to evaluate the environmental impact of their decisions under certain circumstances. The FCC has issued regulations implementing the NEPA. These regulations place responsibility on applicants to investigate potential environmental effects of their operations and to disclose any potential significant effects on the environment in an environmental assessment prior to constructing or modifying a tower and prior to commencing certain operations of wireless communications or radio or television stations from the tower. In the event the FCC determines the proposed structure or operation would have a significant environmental impact based on the standards the FCC has developed, the FCC would be required to prepare an environmental impact statement, which will be subject to public comment. This process could significantly delay the registration of a particular tower.

We generally indemnify our customers against any failure to comply with applicable regulatory standards relating to the construction, modification, or placement of towers. Failure to comply with the applicable requirements may lead to civil penalties.

The Telecommunications Act of 1996 amended the Communications Act of 1934 by preserving state and local zoning authorities' jurisdiction over the construction, modification, and placement of towers. The law, however, limits local zoning authority by prohibiting any action that would discriminate among different providers of personal wireless services or ban altogether the construction, modification or placement of radio communication towers. Finally, the Telecommunications Act of 1996 requires the federal government to help licensees for wireless communications services gain access to preferred sites for their facilities. This may require that federal agencies and departments work directly with licensees to make federal property available for tower facilities.

As an owner and operator of real property, we are subject to certain environmental laws that impose strict, joint and several liability for the cleanup of on-site or off-site contamination and related personal injury or property damage. We are also subject to certain environmental laws that govern tower placement and may require pre-construction environmental studies. Operators of towers must also take into consideration certain radio frequency ("RF") emissions regulations that impose a variety of procedural and operating requirements. Certain proposals to operate wireless communications and radio or television stations from tower structures are also reviewed by the FCC to ensure compliance with requirements relating to human exposure to RF emissions. Exposure to high levels of RF energy can produce negative health effects. The potential connection between low-level RF energy and certain negative health effects, including some forms of cancer, has been the subject of substantial study by the scientific community in recent years. We believe that we are in substantial compliance with and we have no material liability under any applicable environmental laws. These costs of compliance with existing or future environmental laws and liability related thereto may have a material adverse effect on our prospects, financial condition or results of operations.

State and Local Regulations. Most states regulate certain aspects of real estate acquisition, leasing activities, and construction activities. Where required, we conduct the site acquisition portions of our site development services business through licensed real estate brokers' agents, who may be our employees or hired as independent contractors, and conduct the construction portions of our site development services through licensed contractors, who may be our employees or independent contractors. Local regulations include city and other local ordinances, zoning restrictions and restrictive covenants imposed by community developers. These regulations vary greatly from jurisdiction to jurisdiction, but typically require tower owners to obtain approval from local officials or community standards organizations, or certain other entities prior to tower construction and establish regulations regarding maintenance and removal of towers. In addition, many local zoning authorities require tower owners to post bonds or cash collateral to secure their removal obligations. Local zoning authorities generally have been unreceptive to construction of new towers in their communities because of the height and visibility of the towers, and have, in some instances, instituted moratoria.

International. Regulatory regimes outside of the U.S. and its territories vary by country and locality; however, these regulations typically require tower owners and/or licensees to obtain approval from local officials or government agencies prior to tower construction or modification or the addition of a new antenna to an existing tower. Additionally, some regulations include ongoing obligations regarding painting, lighting, and maintenance. Our international operations may also be subject to limitations on foreign ownership of land in certain areas. Based on our experience to date, these regimes have been similar to, but not more rigorous, burdensome or comprehensive than, those in the U.S. Non-compliance with such regulations may lead to monetary penalties or deconstruction orders. Our international operations are also subject to various regulations and guidelines regarding employee relations and other occupational health and safety matters. As we expand our operations into additional international geographic areas, we will be subject to regulations in these jurisdictions.

Backlog

Backlog related to our site leasing business consists of lease agreements and amendments, which have been signed, but have not yet commenced. As of December 31, 2014, we had 264 new leases and amendments which had been executed with customers but which had not begun generating revenue. These leases and amendments will contractually provide for approximately $3.8 million of annual revenue. By comparison, as of December 31, 2013, excluding the Sprint Network Vision Amendment, we had 478 new leases and amendments which had been executed with customers but which had not begun generating revenue. These leases and amendments contractually provided for approximately $6.4 million of annual revenue.

Our backlog for site development services consists of the value of work that has not yet been completed on executed contracts. As of December 31, 2014, we had approximately $66.2 million of contractually committed revenue as compared to approximately $65.1 million as of December 31, 2013.

Availability of Reports and Other Information

SBA Communications Corporation was incorporated in the State of Florida in March 1997. Our corporate website is www.sbasite.com. We make available, free of charge, access to our Annual Report on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K, Proxy Statement on Schedule 14A and amendments to those materials filed or furnished pursuant to Section 13(a) or 15(d) of the Securities and Exchange Act of 1934, as amended, on our website under "Investor Relations – Reports and Results – SEC Filings," as soon as reasonably practicable after we file electronically such material with, or furnish it to, the United States Securities and Exchange Commission (the "Commission").

ITEM 1A. RISK FACTORS

Risks Related to Our Business

If our wireless service provider customers combine their operations to a significant degree, our future operating results and our ability to service our indebtedness could be adversely affected.

Significant consolidation among our wireless service provider customers may result in our customers failing to renew existing leases for tower space or reducing future capital expenditures in the aggregate because their existing networks and expansion plans may overlap or be very similar. In connection with the combinations of Verizon Wireless and ALLTEL (to form Verizon Wireless), Cingular and AT&T Wireless (to form AT&T Mobility) and Sprint PCS and Nextel (to form Sprint), the combined companies have rationalized and may continue to rationalize duplicative parts of their networks, which has led and may continue to lead to the non-renewal of certain leases on our towers. During 2013, Sprint acquired Clearwire Communications and T-Mobile acquired MetroPCS, and in 2014, AT&T acquired Leap Wireless (Cricket Wireless). This consolidation may also lead to non-renewal of certain of our tower leases. If our wireless service provider customers continue to consolidate as a result of, among other factors, limited wireless spectrum for commercial use in the U.S., this consolidation could significantly impact the number of tower leases that are not renewed or the number of new leases that our wireless service provider customers require to expand their networks, which could materially and adversely affect our future operating results.

We have a substantial level of indebtedness which may have an adverse effect on our business or limit our ability to take advantage of business, strategic or financing opportunities.

As indicated below, we have and will continue to have a significant amount of indebtedness relative to our equity (deficit). The following table sets forth our total principal amount of debt and shareholders' equity as of December 31, 2014 and 2013.

	As of December 31,	
	2014	2013
	(in thousands)	
Total principal amount of indebtedness	$ 7,870,000	$ 5,910,041
Shareholders' equity (deficit)	$ (660,800)	$ 356,966

Our substantial level of indebtedness increases the possibility that we may be unable to generate cash sufficient to pay the principal, interest, or other amounts due on our indebtedness. Subject to certain restrictions under our existing indebtedness, we and our subsidiaries may also incur significant additional indebtedness in the future, some of which may be secured debt. This may have the effect of increasing our total leverage. For example, on February 7, 2014, SBA Senior Finance II secured a new $1.5 billion senior secured Term Loan; on July 1, 2014, we issued $750.0 million aggregate principal amount of 4.875% senior notes; and on October 15, 2014, we, through a New York common law trust, issued $1.54 billion aggregate principal amount of Secured Tower Revenue Securities.

As a consequence of our indebtedness, (1) demands on our cash resources may increase, (2) we are subject to restrictive covenants that further limit our financial and operating flexibility and (3) we may choose to institute self-imposed limits on our indebtedness based on certain considerations including market interest rates, our relative leverage and our strategic plans. For example, as a result of our substantial level of indebtedness and the uncertainties arising in the credit markets and the U.S. economy:

- we may be more vulnerable to general adverse economic and industry conditions;
- we may have to pay higher interest rates upon refinancing or on our variable rate indebtedness if interest rates rise, thereby reducing our cash flows;
- we may find it more difficult to obtain additional financing to fund future working capital, capital expenditures and other general corporate requirements that would be in our best long-term interests;
- we may be required to dedicate a substantial portion of our cash flow from operations to the payment of principal and interest on our debt, reducing the available cash flow to fund other investments, including tower acquisition and new build capital expenditures;

- we may have limited flexibility in planning for, or reacting to, changes in our business or in the industry;
- we may have a competitive disadvantage relative to other companies in our industry that are less leveraged; and
- we may be required to sell debt or equity securities or sell some of our core assets, possibly on unfavorable terms, in order to meet payment obligations.

These restrictions could have a material adverse effect on our business by limiting our ability to take advantage of financing, new tower development, mergers and acquisitions or other opportunities.

In addition, fluctuations in market interest rates may increase interest expense relating to our floating rate indebtedness, which we expect to incur under our Revolving Credit Facility and Term Loans, and may make it difficult to refinance our existing indebtedness at a commercially reasonable rate or at all. There is no guarantee that the future refinancing of our indebtedness will have fixed interest rates or that interest rates on such indebtedness will be equal to or lower than the rates on our current indebtedness.

We depend on a relatively small number of customers for most of our revenue, and the loss, consolidation or financial instability of any of our significant customers may materially decrease our revenues.

We derive a significant portion of our revenue from a small number of customers. Consequently, a reduction in demand for site leasing, reduced future capital expenditures on the networks, or the loss, as a result of bankruptcy, merger with other customers of ours or otherwise, of any of our largest customers could materially decrease our revenue and have an adverse effect on our growth.

The following is a list of significant customers (representing at least 10% of revenue in any of the last three years) and the percentage of our total revenues for the specified time periods derived from these customers:

	For the year ended December 31,		
Percentage of Total Revenues	**2014**	**2013**	**2012**
Sprint [1]	23.4%	25.0%	23.9%
AT&T Wireless [2]	23.0%	20.5%	21.9%
T-Mobile [3]	15.5%	17.3%	17.2%
Verizon Wireless	12.0%	11.3%	13.0%

We also have client concentrations with respect to revenues in each of our financial reporting segments:

	For the year ended December 31,		
Percentage of Domestic Site Leasing Revenue	**2014**	**2013**	**2012**
AT&T Wireless [2]	30.1%	25.5%	26.1%
Sprint [1]	25.6%	30.9%	28.5%
T-Mobile [3]	19.2%	20.2%	19.7%
Verizon Wireless	14.4%	13.3%	14.3%

	For the year ended December 31,		
Percentage of International Site Leasing Revenue	**2014**	**2013**	**2012**
Oi S.A.	44.3%	6.3%	0.1%
Telefonica	28.8%	44.2%	48.1%
Claro	8.0%	8.8%	12.6%
Digicel	4.9%	11.2%	19.5%

Percentage of Site Development Revenue	For the year ended December 31,		
	2014	2013	2012
Sprint [1]	36.7%	1.5%	1.1%
Ericsson, Inc.	16.8%	34.5%	24.5%
Verizon Wireless	10.1%	4.8%	8.9%
MasTec Inc.	1.9%	4.6%	16.4%

(1) Prior year amounts have been adjusted to reflect the merger of Sprint and Clearwire.
(2) Prior year amounts have been adjusted to reflect the merger of AT&T Wireless and Leap Wireless (Cricket Wireless).
(3) Prior year amounts have been adjusted to reflect the merger of T-Mobile and Metro PCS.

Revenue from these clients is derived from numerous different site leasing contracts and site development contracts. Each site leasing contract relates to the lease of space at an individual tower and is generally for an initial term of five to ten years in the U.S. and Canada, and renewable for five 5-year periods at the option of the tenant. Site leasing contracts in our Central and Brazil markets typically have an initial term of 10 years with 5-year renewal periods. However, if any of our significant site leasing clients were to experience financial difficulty, substantially reduce their capital expenditures or reduce their dependence on leased tower space and fail to renew their leases with us, our revenues, future revenue growth and results of operations would be adversely affected.

Our site development customers engage us on a project-by-project basis, and a customer can generally terminate an assignment at any time without penalty. In addition, a customer's need for site development services can decrease, and we may not be successful in establishing relationships with new customers. Furthermore, our existing customers may not continue to engage us for additional projects.

A slowdown in demand for wireless communications services or for tower space could materially and adversely affect our future growth and revenues, and we cannot control that demand.

Additional revenue growth on our towers other than through contractual escalators comes directly from additional investment by our wireless service provider customers in their networks. If wireless service subscribers significantly reduce their minutes of use or data usage, or fail to widely adopt and use wireless data applications, our wireless service provider customers would experience a decrease in demand for their services. Regardless of consumer demand, each wireless service customer must have substantial capital resources and capabilities to build out their wireless networks, including licenses for spectrum. In addition, our wireless service customers have engaged in increased use of network sharing, roaming or resale arrangements. As a result of all of the above, wireless carriers may scale back their business plans or otherwise reduce their spending, which could materially and adversely affect demand for our tower space and our wireless communications services business, which could have a material adverse effect on our business, results of operations and financial condition.

Our international operations are subject to economic, political and other risks, including risks associated with foreign currency exchange rates that could materially and adversely affect our revenues or financial position.

Our current business operations in Canada, Central America and Brazil, and our expansion into any other international markets in the future, could result in adverse financial consequences and operational problems not typically experienced in the United States. The consolidated revenues generated by our international operations were 13.3% during the year ended December 31, 2014, and we anticipate that our revenues from our international operations will continue to grow in the future. Accordingly, our business is and will in the future be subject to risks associated with doing business internationally, including:

- changes in a specific country's or region's political or economic conditions;
- laws and regulations that tax or otherwise restrict repatriation of earnings or other funds or otherwise limit distributions of capital;
- laws and regulations that dictate how we operate our towers and conduct business, including zoning, maintenance and environmental matters, and laws related to ownership of real property;
- laws and regulations governing our employee relations, including occupational health and safety matters;

- changes to existing or new domestic or international tax laws or fees directed specifically at the ownership and operation of towers, which may be applied and enforced retroactively;
- expropriation and governmental regulation restricting foreign ownership;
- restriction or revocation of spectrum licenses;
- our ability to comply with, and the costs of compliance with, anti-bribery laws such as the Foreign Corrupt Practices Act and similar local anti-bribery laws;
- our ability to compete with owners and operators of wireless towers that have been in the international market for a longer period of time than we have;
- uncertainties regarding legal or judicial systems, including inconsistencies between and within laws, regulations and decrees, and judicial application thereof, and delays in the judicial process;
- health or similar issues, such as a pandemic or epidemic;
- difficulty in recruiting and retaining trained personnel; and
- language and cultural differences.

Our international operations in Central America are primarily denominated in United States dollars, while our operations in Canada and Brazil are denominated in local currencies. The Brazilian Real has been subject to significant volatility, and the United States Dollar has strengthened significantly against the Brazilian Real and Canadian Dollar in the last 6 months. If this trend were to continue, it could adversely affect our reported results of operations. Volatility in foreign currency exchange rates can also affect our ability to plan, forecast and budget for our international operations and expansion efforts.

In addition, two of our wholly owned subsidiaries, Brazil Shareholder I, LLC, a Florida limited liability company, and SBA Torres Brasil, Limitada, a limitada existing under the laws of the Republic of Brazil, entered into an intercompany loan agreement where from time to time the entities may agree to lend/borrow amounts up to $750.0 million. In accordance with ASC 830, we are required to re-measure foreign denominated intercompany loans with the corresponding change in the balance being recorded in Other Expense in the Consolidated Statements of Operations. Consequently, if the US Dollar strengthens against the Brazilian Real our results of operations would be adversely affected.

If we are unable to protect our rights to the land under our towers, it could adversely affect our business and operating results.

Our real property interests relating to our tower structures consist primarily of leasehold and sub-leasehold interests, fee interests, easements, licenses, rights-of-way, and other similar interests. From time to time, we experience disputes with landowners regarding the terms of the agreements for the land under our tower structures, which can affect our ability to access and operate such towers. Further, landowners may not want to renew their agreements with us, they may lose their rights to the land, or they may transfer their land interests to third parties, including ground lease aggregators and our competitors, which could affect our ability to renew agreements on commercially viable terms or at all. In addition, the land underlying the 2,113 towers we acquired from Oi S.A., one of Brazil's largest telecommunications providers, in 2013 is subject to a concession from the Federal Republic of Brazil that expires in 2025. At the end of the term, the Brazilian government would have the right to (i) renew the concession upon newly negotiated terms or (ii) terminate the concession and take possession of the land and the tower on such land. Although Oi S.A. has entered into a non-terminable lease with us for 35 years, if the concession was not renewed, our site leasing revenue from co-located tenants would terminate. For the year ended December 31, 2014, we generated 21.6% of our total international site leasing revenue from these 2,113 towers.

As of December 31, 2014, the average remaining life under our ground leases, including renewal options under our control, was approximately 33 years, and approximately 5.0% of our tower structures have ground leases maturing in the next 10 years. Failure to protect our rights to the land under our towers may have a material adverse effect on our business, results of operations or financial condition.

Increasing competition may negatively impact our ability to grow our communication site portfolio long term.

We intend to grow our tower portfolio, domestically and internationally, through acquisitions and new builds and expect this growth to be between 5-10% during 2015. Our ability to meet our growth targets significantly depends on our ability to build or acquire existing towers that meet our investment requirements. Traditionally, our acquisition strategy has focused on acquiring towers from smaller tower companies, independent tower developers and wireless service providers. However, as a result of consolidation in the tower industry there are fewer of these mid-sized tower transactions available and there is more competition to acquire existing towers. Increased competition for acquisitions may result in fewer acquisition opportunities for us, higher acquisition prices, and increased difficulty in negotiating and consummating agreements to acquire such towers. Furthermore, to the extent that the tower acquisition opportunities are for significant tower portfolios, many of our competitors are significantly larger and have greater financial resources than us. As a result of these risks, the cost of acquiring these towers may be higher than we expect or we may not be able to meet our long-term tower portfolio growth target. If we are not able to successfully address these challenges, we may not be able to materially increase our tower portfolio in the long-term.

We currently intend to build 575 to 595 new towers, domestically and internationally, during 2015. However, our ability to build these new towers is dependent upon the availability of sufficient capital to fund construction, our ability to locate, and acquire at commercially reasonable prices, attractive locations for such towers and our ability to obtain the necessary zoning and permits. Furthermore, with respect to our international new builds, our tower construction may be delayed or halted as a result of local zoning restrictions, inconsistencies between laws or other barriers to construction in international markets.

Local regulations, including municipal or local ordinances, zoning restrictions and restrictive covenants imposed by community developers, vary greatly, but typically require antenna tower and structure owners to obtain approval from local officials or community standards organizations prior to tower or structure construction or modification.

Due to these risks, it may take longer to complete our new tower builds than anticipated, the costs of constructing or acquiring these towers may be higher than we expect or we may not be able to add as many towers as we had planned in 2015. If we are not able to increase our tower portfolio as anticipated, it could negatively impact our ability to achieve our financial goals.

New technologies and their use by carriers may have a material adverse effect on our growth rate and results of operations.

The emergence of new technologies could reduce the demand for space on our towers. For example, the increased use by wireless service providers of signal combining and related technologies and products that allow two or more wireless service providers to provide services on different transmission frequencies using the same communications antenna and other facilities normally used by only one wireless service provider (i.e. network sharing) could reduce the demand for our tower space. Additionally, the use of technologies that enhance spectral capacity, such as beam forming or "smart antenna," that can increase the range and capacity of an antenna could reduce the number of additional sites a wireless service provider needs to adequately serve a certain subscriber base and therefore reduce demand for our tower space. The development and growth of communications and other new technologies that do not require ground-based sites, such as the growth in delivery of video, voice and data services by satellites or other technologies, could also adversely affect the demand for our tower space. If any of these or other new technologies are widely adopted in the future it could have a material adverse effect on our growth and results of operations.

We may not be able to fully recognize the anticipated benefits of towers that we acquire.

A key element of our growth strategy is to increase our tower portfolio through acquisitions. We rely on our due diligence of the towers and the representations and financial records of the sellers and other third parties to establish the anticipated revenues and expenses and whether the acquired towers will meet our internal guidelines for current and future potential returns. In addition, we may not always have the ability to analyze and verify all information regarding title, access and other issues regarding the land underlying acquired towers. This is particularly true in our international acquisitions of towers from wireless service providers. To the extent that these towers were acquired in individually material transactions, we may be required to place enhanced reliance on the financial and operational representations and warranties of the sellers. If (i) these records are not complete or accurate, (ii) we do not have complete access to, or use of, the land underlying the acquired towers or (iii) the towers do not achieve the financial results anticipated, it could adversely affect our revenues and results of operations.

In addition, acquisitions which would be material in the aggregate may exacerbate the risks inherent with our growth strategy, such as (i) an adverse impact on our overall profitability if the acquired towers do not achieve the financial results projected in our valuation models, (ii) unanticipated costs associated with the acquisitions that may impact our results of operations for a period, (iii) increased demands on our cash resources that may, among other things, impact our ability to explore other opportunities, (iv)

undisclosed and assumed liabilities that we may be unable to recover, (v) increased vulnerability to general economic conditions, (vi) an adverse impact on our existing customer relationships, (vii) additional expenses and exposure to new regulatory, political and economic risks if such acquisitions were in new jurisdictions and (viii) diversion of managerial attention.

We may not successfully integrate acquired towers into our operations.

As part of our growth strategy, we have made and expect to continue to make acquisitions. The process of integrating any acquired towers into our operations may result in unforeseen operating difficulties and large expenditures and may absorb significant management attention that would otherwise be available for the ongoing development of our business. It may also result in the loss of key customers and/or personnel and expose us to unanticipated liabilities. These risks may be exacerbated in those circumstances in which we acquire a material number of towers. Further, we may not be able to retain the key employees that may be necessary to operate the business we acquire, and we may not be able to timely attract new skilled employees and management to replace them. There can be no assurance that we will be successful in integrating acquisitions into our existing business. This is particularly true in our international acquisitions of towers from wireless service providers.

Delays or changes in the deployment or adoption of new technologies or slowing consumer adoption rates may have a material adverse effect on our growth rate.

There can be no assurances that 3G, 4G, including long-term evolution ("LTE"), or other new wireless technologies will be deployed or adopted as rapidly as projected or that these new technologies will be implemented in the manner anticipated. The deployment of 3G experienced delays from the original projected timelines of the wireless and broadcast industries, and deployment of 4G could experience delays. Additionally, the demand by consumers and the adoption rate of consumers for these new technologies once deployed may be lower or slower than anticipated, particularly in certain of our international markets. These factors could have a material adverse effect on our growth rate since growth opportunities and demand for our tower space as a result of such new technologies may not be realized at the times or to the extent anticipated.

We may not secure as many site leasing tenants as planned or our lease rates for new tenant leases may decline.

If wireless service provider demand for tower space or our lease rates on new leases decrease, we may not be able to successfully grow our site leasing business as expected. This may have a material adverse effect on our strategy, revenue growth and our ability to satisfy our financial and other contractual obligations. Our plan for the growth of our site leasing business largely depends on our management's expectations and assumptions concerning future tenant demand and potential lease rates for our towers.

Increasing competition in the tower industry may create pricing pressures that may materially and adversely affect us.

Our industry is highly competitive, and our customers sometimes have alternatives for leasing antenna space. Some of our competitors, such as (1) U.S. and international wireless carriers that allow co-location on their towers and (2) large independent tower companies, have been, and based on recent consolidations continue to be, substantially larger and have greater financial resources than us. This could provide them with advantages with respect to establishing favorable leasing terms with wireless service providers or in their ability to acquire available towers.

In the site leasing business, we compete with:

- wireless service providers that own and operate their own towers and lease, or may in the future decide to lease, antenna space to other providers;
- national and regional tower companies; and
- alternative facilities such as rooftops, outdoor and indoor DAS networks, billboards and electric transmission towers.

We believe that tower location and capacity, quality of service, density within a geographic market and, to a lesser extent, price historically have been and will continue to be the most significant competitive factors affecting the site leasing business. However, competitive pricing pressures for tenants on towers from these competitors could materially and adversely affect our lease rates. In addition, we may not be able to renew existing customer leases or enter into new customer leases, resulting in a material adverse impact on our results of operations and growth rate. Increasing competition could also make the acquisition of high quality tower assets more costly, or limit the acquisition opportunities altogether. Any of these factors could materially and adversely affect our business, results of operations or financial condition.

The site development segment of our industry is also extremely competitive. There are numerous large and small companies that offer one or more of the services offered by our site development business. As a result of this competition, margins in this segment may come under pressure. Many of our competitors have lower overhead expenses and therefore may be able to provide services at prices that we consider unprofitable. If margins in this segment were to decrease, our consolidated revenues and our site development segment operating profit could be adversely affected.

The documents governing our indebtedness contain restrictive covenants that could adversely affect our business by limiting our flexibility.

The indentures governing the 5.75% Notes, the 5.625% Notes and the 4.875% Notes, the Senior Credit Agreement, and the Secured Tower Revenue Securities contain restrictive covenants imposing significant operational and financial restrictions on us, including restrictions that may limit our ability to engage in acts that may be in our long-term best interests. Among other things, the covenants under each indenture limit our ability to:

- merge, consolidate or sell assets;
- make restricted payments, including pay dividends or make other distributions;
- enter into transactions with affiliates;
- enter into sale and leaseback transactions; and
- issue guarantees of indebtedness.

We are required to maintain certain financial ratios under the Senior Credit Agreement. As amended in February 2014, the Senior Credit Agreement requires SBA Senior Finance II to maintain specific financial ratios, including, at the SBA Senior Finance II level, (1) a ratio of Consolidated Total Debt to Annualized Borrower EBITDA not to exceed 6.5 times for any fiscal quarter, (2) a ratio of Consolidated Total Debt and Net Hedge Exposure (calculated in accordance with the Senior Credit Agreement) to Annualized Borrower EBITDA for the most recently ended fiscal quarter not to exceed 6.5 times for 30 consecutive days and (3) a ratio of Annualized Borrower EBITDA to Annualized Cash Interest Expense (calculated in accordance with the Senior Credit Agreement) of not less than 2.0 times for any fiscal quarter.

Additionally, the mortgage loan relating to our Tower Securities contains financial covenants that require that the mortgage loan borrowers maintain, on a consolidated basis, a minimum debt service coverage ratio. To the extent that the debt service coverage ratio, as of the end of any calendar quarter, falls to 1.30 times or lower, then all cash flow in excess of amounts required to make debt service payments, to fund required reserves, to pay management fees and budgeted operating expenses and to make other payments required under the loan documents, referred to as "excess cash flow," will be deposited into a reserve account instead of being released to the Borrowers. The funds in the reserve account will not be released to the Borrowers unless the debt service coverage ratio exceeds 1.30 times for two consecutive calendar quarters. If the debt service coverage ratio falls below 1.15 times as of the end of any calendar quarter, then an "amortization period" will commence and all funds on deposit in the reserve account will be applied to prepay the mortgage loan until such time that the debt service coverage ratio exceeds 1.15 times for a calendar quarter.

These covenants could place us at a disadvantage compared to some of our competitors which may have fewer restrictive covenants and may not be required to operate under these restrictions. Further, these covenants could have an adverse effect on our business by limiting our ability to take advantage of financing, new tower development, merger and acquisitions or other opportunities. If we fail to comply with these covenants, it could result in an event of default under our debt instruments. If any default occurs, all amounts outstanding under our outstanding notes and the Senior Credit Agreement may become immediately due and payable.

Our variable rate indebtedness and refinancing obligations subject us to interest rate risk, which could cause our debt service obligations to increase significantly.

Fluctuations in market interest rates may increase interest expense relating to our floating rate indebtedness, which we expect to incur under the Revolving Credit Facility and Term Loans or upon refinancing our fixed rate debt. As a result, we are exposed to interest rate risk. If interest rates were to increase, our debt service obligations on the variable rate indebtedness would increase even though the amount borrowed remained the same, and our net income and cash flows, including cash available for servicing our indebtedness, will correspondingly decrease. There is no guarantee that any future refinancing of our indebtedness will have fixed

interest rates or that interest rates on such indebtedness will be equal to or lower than the rates on our current indebtedness. In the future, we may enter into interest rate swaps that involve the exchange of floating for fixed rate interest payments in order to reduce interest rate volatility. However, we may not maintain interest rate swaps with respect to all of our variable rate indebtedness, and any swaps we enter into may not fully mitigate our interest rate risk. We currently have no interest rate swaps.

Our dependence on our subsidiaries for cash flow may negatively affect our business.

We are a holding company with no business operations of our own. Our only significant assets are, and are expected to be, the outstanding capital stock and membership interests of our subsidiaries. We conduct, and expect to continue conducting, all of our business operations through our subsidiaries. Accordingly, our ability to pay our obligations is dependent upon dividends and other distributions from our subsidiaries to us. Most of our indebtedness is owed directly by our subsidiaries, including the mortgage loan underlying the Tower Securities, the 5.75% Notes, the Term Loans and any amounts that we may borrow under the Revolving Credit Facility. Consequently, the first use of any cash flow from operations generated by such subsidiaries will be payments of interest and principal, if any, under their respective indebtedness. Other than the cash required to repay amounts due under our outstanding warrants related to our convertible notes, 5.625% Notes, and 4.875% Notes, we currently expect that substantially all the earnings and cash flow of our subsidiaries will be retained and used by them in their operations, including servicing their respective debt obligations. The ability of our operating subsidiaries to pay dividends or transfer assets to us is restricted by applicable state law and contractual restrictions, including the terms of their outstanding debt instruments.

Our quarterly operating results for our site development services fluctuate and therefore we may not be able to adjust our cost structure on a timely basis with regard to such fluctuations.

The demand for our site development services fluctuates from quarter to quarter and should not be considered indicative of long-term results. Numerous factors cause these fluctuations, including:

- the timing and amount of our customers' capital expenditures;
- the size and scope of our projects;
- the business practices of customers, such as deferring commitments on new projects until after the end of the calendar year or the customers' fiscal year;
- delays relating to a project or tenant installation of equipment;
- seasonal factors, such as weather, vacation days and total business days in a quarter;
- the use of third party providers by our customers;
- the rate and volume of wireless service providers' network development; and
- general economic conditions.

Although the demand for our site development services fluctuates, we incur significant fixed costs, such as maintaining a staff and office space, in anticipation of future contracts. In addition, the timing of revenues is difficult to forecast because our sales cycle may be relatively long. Therefore, we may not be able to adjust our cost structure on a timely basis to respond to the fluctuations in demand for our site development services.

We have not been profitable and may incur losses in the future.

Historically, we have not been profitable. The following chart shows the net losses we incurred for the periods indicated:

	For the year ended December 31,		
	2014	2013	2012
	(in thousands)		
Net loss	$ (24,295)	$ (55,909)	$ (181,390)

Our losses are principally due to depreciation, amortization and accretion expenses, interest expense (including non-cash interest expense and amortization of deferred financing fees), and losses from the extinguishment of debt in the periods presented above.

The loss of the services of certain of our key personnel or a significant number of our employees may negatively affect our business.

Our success depends to a significant extent upon performance and active participation of our key personnel. We cannot guarantee that we will be successful in retaining the services of these key personnel. We have employment agreements with Jeffrey A. Stoops, our President and Chief Executive Officer, Kurt L. Bagwell, our Executive Vice President and President—International, Thomas P. Hunt, our Executive Vice President, Chief Administrative Officer and General Counsel, and Brendan T. Cavanagh, our Executive Vice President and Chief Financial Officer. We do not have employment agreements with any of our other key personnel. If we were to lose any key personnel, we may not be able to find an appropriate replacement on a timely basis and our results of operations could be negatively affected. Further, the loss of a significant number of employees or our inability to hire a sufficient number of qualified employees could have a material adverse effect on our business.

Our business is subject to government regulations and changes in current or future regulations could harm our business.

We are subject to federal, state and local regulation of our business, both in the U.S. and internationally. In the U.S., both the FAA and the FCC regulate the construction, modification, and maintenance of towers and structures that support antennas used for wireless communications and radio and television broadcasts. In addition, the FCC separately licenses and regulates wireless communications equipment and television and radio stations operating from such towers. FAA and FCC regulations govern construction, lighting, painting, and marking of towers and may, depending on the characteristics of the tower, require registration of the tower. Certain proposals to construct new towers or to modify existing towers are reviewed by the FAA to ensure that the tower will not present a hazard to air navigation.

Tower owners may have an obligation to mark or paint such towers or install lighting to conform to FAA and FCC regulations and to maintain such marking, painting and lighting. Tower owners may also bear the responsibility of notifying the FAA of any lighting outages. Certain proposals to operate wireless communications and radio or television stations from towers are also reviewed by the FCC to ensure compliance with environmental impact requirements established in federal statutes, including NEPA, NHPA and ESA. Failure to comply with existing or future applicable requirements may lead to civil penalties or other liabilities and may subject us to significant indemnification liability to our customers against any such failure to comply. In addition, new regulations may impose additional costly burdens on us, which may affect our revenues and cause delays in our growth.

Local regulations, including municipal or local ordinances, zoning restrictions and restrictive covenants imposed by community developers, vary greatly, but typically require tower owners to obtain approval from local officials or community standards organizations prior to tower construction or modification. Local regulations can delay, prevent, or increase the cost of new construction, co-locations, or site upgrades, thereby limiting our ability to respond to customer demand. In addition, new regulations may be adopted that increase delays or result in additional costs to us. Furthermore, with respect to our international new builds, our tower construction may be delayed or halted as a result of local zoning restrictions, inconsistencies between laws or other barriers to construction in international markets. These factors could have a material adverse effect on our future growth and operations.

Our towers are subject to damage from natural disasters.

Our towers are subject to risks associated with natural disasters such as tornadoes, hurricanes and earthquakes. We maintain insurance to cover the estimated cost of replacing damaged towers, but these insurance policies are subject to loss limits and deductibles. We also maintain third party liability insurance, subject to loss limits and deductibles, to protect us in the event of an accident involving a tower. A tower accident for which we are uninsured or underinsured, or damage to a significant number of our towers, could require us to incur significant expenditures and may have a material adverse effect on our operations or financial condition.

To the extent that we are not able to meet our contractual obligations to our customers, due to a natural disaster or other catastrophic circumstances, our customers may not be obligated or willing to pay their lease expenses; however, we would be required to continue paying our fixed expenses related to the affected tower, including ground lease expenses. If we are unable to meet our contractual obligations to our customers for a material portion of our towers, our operations could be materially and adversely affected.

We could have liability under environmental laws that could have a material adverse effect on our business, financial condition and results of operations.

Our operations, like those of other companies engaged in similar businesses, are subject to the requirements of various federal, state, local and foreign environmental and occupational safety and health laws and regulations, including those relating to the management, use, storage, disposal, emission and remediation of, and exposure to, hazardous and non-hazardous substances, materials, and wastes. As owner, lessee, or operator of numerous tower structures, we may be liable for substantial costs of remediating soil and groundwater contaminated by hazardous materials without regard to whether we, as the owner, lessee, or operator, knew of or were responsible for the contamination. We may be subject to potentially significant fines or penalties if we fail to comply with any of these requirements. The current cost of complying with these laws is not material to our financial condition or results of operations. However, the requirements of these laws and regulations are complex, change frequently, and could become more stringent in the future. It is possible that these requirements will change or that liabilities will arise in the future in a manner that could have a material adverse effect on our business, financial condition and results of operations.

We could suffer adverse tax and other financial consequences if taxing authorities do not agree with our tax positions, or we are unable to utilize our net operating losses.

We are periodically subject to a number of tax examinations by taxing authorities in the states and countries where we do business. We also have significant deferred tax assets related to our net operating losses ("NOLs") in U.S. federal and state taxing jurisdictions. Generally, for U.S. federal and state tax purposes, NOLs can be carried forward and used for up to twenty years, and all of our tax years will remain subject to examination until three years after our NOLs are used or expire. We expect that we will continue to be subject to tax examinations in the future. In addition, U.S. federal, state and local, as well as international, tax laws and regulations are extremely complex and subject to varying interpretations. We recognize tax benefits of uncertain tax positions when we believe the positions are more likely than not of being sustained upon a challenge by the relevant tax authority. We believe our judgments in this area are reasonable and correct, but there is no guarantee that we will be successful if challenged by a tax authority. If there are tax benefits, including from our use of NOLs or other tax attributes, that are challenged successfully by a taxing authority, we may be required to pay additional taxes or we may seek to enter into settlements with the taxing authorities, which could require significant payments or otherwise have a material adverse effect on our business, results of operations and financial condition.

In addition, we may be limited in our ability to utilize our NOLs to offset future taxable income and thereby reduce our otherwise payable income taxes. We have substantial federal and state NOLs, including significant portions obtained through acquisitions and dispositions, as well as those generated through our historic business operations. In addition, we have disposed of some entities and restructured other entities in conjunction with financing transactions and other business activities.

To the extent we believe that a position with respect to an NOL is not more likely than not to be sustained, we do not record the related deferred tax asset. In addition, for NOLs that meet the recognition threshold, we assess the recoverability of the NOL and establish a valuation allowance against the deferred tax asset related to the NOL if recoverability is questionable. Given the uncertainty surrounding the recoverability of certain of our NOLs, we have established a valuation allowance to offset the related deferred tax asset so as to reflect what we believe to be the recoverable portion of our NOLs.

Our ability to utilize our NOLs is also dependent, in part, upon us having sufficient future earnings to utilize our NOLs before they expire. If market conditions change materially and we determine that we will be unable to generate sufficient taxable income in the future to utilize our NOLs, we could be required to record an additional valuation allowance. We review our uncertain tax position and the valuation allowance for our NOLs periodically and make adjustments from time to time, which can result in an increase or decrease to the net deferred tax asset related to our NOLs. Our NOLs are also subject to review and potential disallowance upon audit by the taxing authorities of the jurisdictions where the NOLs were incurred, and future changes in tax laws or interpretations of such tax laws could limit materially our ability to utilize our NOLs. If we are unable to use our NOLs or use of our NOLs is limited, we may have to make significant payments or otherwise record charges or reduce our deferred tax assets, which could have a material adverse effect on our business, results of operations and financial condition.

Our issuance of equity securities and other associated transactions may trigger a future ownership change which may negatively impact our ability to utilize net operating loss deferred tax assets in the future.

The issuance of equity securities and other associated transactions may increase the chance that we will have a future ownership change under Section 382 of the Internal Revenue Code of 1986. We may also have a future ownership change, outside of our control, caused by future equity transactions by our current shareholders. Depending on our market value at the time of such future ownership change, an ownership change under Section 382 could negatively impact our ability to utilize our net operating loss deferred tax assets in the event we generate future taxable income. Currently, we have recorded a full valuation allowance against our net operating loss

deferred tax asset because we have concluded that our loss history indicates that it is not "more likely than not" that such deferred tax assets will be realized.

Future sales of our Class A common stock in the public market or the issuance of other equity may cause dilution or adversely affect the market price of our Class A common stock and our ability to raise funds in new equity or equity-related offerings.

Sales of a substantial number of shares of our Class A common stock or other equity-related securities in the public market, including sales by any selling shareholder, could depress the market price of our Class A common stock and impair our ability to raise capital through the sale of additional equity securities.

Our costs could increase and our revenues could decrease due to perceived health risks from RF energy.

The U.S. government imposes requirements and other guidelines relating to exposure to RF energy. Exposure to high levels of RF energy can cause negative health effects. The potential connection between exposure to low levels of RF energy and certain negative health effects, including some forms of cancer, has been the subject of substantial study by the scientific community in recent years. According to the FCC, the results of these studies to date have been inconclusive. However, public perception of possible health risks associated with cellular and other wireless communications media could slow the growth of wireless companies, which could in turn slow our growth. In particular, negative public perception of, and regulations regarding, health risks could cause a decrease in the demand for wireless communications services. Moreover, if a connection between exposure to low levels of RF energy and possible negative health effects, including cancer, were demonstrated, we could be subject to numerous claims. Our current policies provide no coverage for claims based on RF energy exposure. If we were subject to claims relating to exposure to RF energy, even if such claims were not ultimately found to have merit, our financial condition could be materially and adversely affected.

Our articles of incorporation, our bylaws and Florida law provide for anti-takeover provisions that could make it more difficult for a third party to acquire us.

Provisions of our articles of incorporation, our bylaws and Florida law could make it more difficult for a third party to acquire us, even if doing so would be beneficial to our shareholders. These provisions, alone or in combination with each other, may discourage transactions involving actual or potential changes of control, including transactions that otherwise could involve payment of a premium over prevailing market prices to holders of our Class A common stock, or could limit the ability of our shareholders to approve transactions that they may deem to be in their best interests.

ITEM 2. PROPERTIES

We are headquartered in Boca Raton, Florida where we currently lease approximately 103,000 square feet of office space in multiple buildings. These leases expire at different dates extending through February 28, 2022. In addition, on November 1, 2013, we purchased a new headquarters in Boca Raton, Florida where we currently own approximately 160,000 square feet of office space. We have entered into long-term leases for international, regional, and certain site development office locations where we expect our activities to be longer-term. We open and close project offices from time to time in connection with our site development business. We believe our existing facilities are adequate for our current and planned levels of operations and that additional office space suited for our needs is reasonably available in the markets within which we operate.

Our interests in towers and the land beneath them are comprised of a variety of fee interests, leasehold interests created by long-term lease agreements, perpetual easements, easements, licenses, rights-of-way, and other similar interests. For the year ended December 31, 2014, approximately 73% of our tower structures were located on parcels of land that we own, land subject to perpetual easements, or parcels of land that have an interest that extends beyond 20 years. The average remaining life under our ground leases, including renewal options under our control, has been extended to 33 years. In rural areas, support for our towers, equipment shelters, and related equipment requires a tract of land typically up to 10,000 square feet. Less than 2,500 square feet is required for a monopole or self-supporting tower of the kind typically used in metropolitan areas for wireless communications towers. Land leases generally have an initial term of five years with five or more additional automatic renewal periods of five years, for a total of thirty years or more.

ITEM 3. LEGAL PROCEEDINGS

We are involved in various legal proceedings relating to claims arising in the ordinary course of business. We do not believe that the ultimate resolution of these matters will have a material adverse effect on our business, financial condition, results of operations or liquidity.

ITEM 4. MINE SAFETY DISCLOSURE

Not Applicable.

PART II

ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES

Market for our Class A Common Stock

Our Class A common stock commenced trading under the symbol "SBAC" on The NASDAQ National Market System on June 16, 1999. We now trade on the NASDAQ Global Select Market, a segment of the NASDAQ Global Market, formally known as the NASDAQ National Market System.

The following table presents the high and low sales price for our Class A common stock for the periods indicated:

	High	Low
Quarter ended December 31, 2014	$ 122.79	$ 103.83
Quarter ended September 30, 2014	$ 114.37	$ 99.70
Quarter ended June 30, 2014	$ 102.57	$ 87.03
Quarter ended March 31, 2014	$ 99.64	$ 87.29
Quarter ended December 31, 2013	$ 92.21	$ 76.77
Quarter ended September 30, 2013	$ 80.65	$ 71.10
Quarter ended June 30, 2013	$ 82.31	$ 70.55
Quarter ended March 31, 2013	$ 74.04	$ 66.68

As of February 19, 2015, there were 85 record holders of our Class A common stock.

Dividends

We have never paid a dividend on any class of common stock and anticipate that we will retain future earnings, if any, to fund the development and growth of our business. Consequently, we do not anticipate paying cash dividends on our Class A common stock in the foreseeable future. In addition, our ability to pay dividends is limited by the terms of our debt instruments.

Equity Compensation Plan

	Equity Compensation Plan Information (in thousands except exercise price)		
	Number of Securities to be Issued Upon Exercise of Outstanding Options, Warrants and Rights	Weighted Average Exercise Price of Outstanding Options, Warrants and Rights	Number of Securities Remaining Available for Future Issuance Under Equity Compensation Plans (Excluding Securities Reflected in first column (a))
	(a)	(b)	(c)
Equity compensation plans approved by security holders			
2001 Plan	507	$ 28.39	— (2)
2010 Plan	3,065 (1)	$ 66.77 (1)	11,290
Equity compensation plans not approved by security holders	—		—
Total	3,572	$ 61.33	11,290

(1) Included in the number of securities in column (a) is 295,093 restricted stock units, which have no exercise price. The weighted average exercise price of outstanding options, warrants and rights (excluding restricted stock units) is $73.89.

(2) This plan has been terminated, and we are no longer eligible to issue shares pursuant to the plan.

ITEM 6. SELECTED FINANCIAL DATA

The following table sets forth selected historical financial data as of and for each of the five years in the period ended December 31, 2014. The financial data for the fiscal years ended 2014, 2013, 2012, 2011, and 2010 have been derived from our audited consolidated financial statements. You should read the information set forth below in conjunction with our "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our consolidated financial statements and the related notes to those consolidated financial statements included in this Form 10-K.

	For the year ended December 31,				
	2014	2013	2012	2011	2010
	(audited) (in thousands, except for per share data)				
Revenues:					
Site leasing	$ 1,360,202	$ 1,133,013	$ 846,094	$ 616,294	$ 535,444
Site development	166,794	171,853	107,990	81,876	91,175
Total revenues	1,526,996	1,304,866	954,084	698,170	626,619
Operating expenses:					
Cost of revenues (exclusive of depreciation, accretion, and amortization shown below):					
Cost of site leasing	301,313	270,772	188,951	131,916	119,141
Cost of site development	127,172	137,481	90,556	71,005	80,301
Selling, general, and administrative	103,317	85,476	72,148	62,828	58,209
Acquisition related adjustments and expenses	7,798	19,198	40,433	7,144	10,106
Asset impairment and decommission costs	23,801	28,960	6,383	5,472	5,862
Depreciation, accretion, and amortization	627,072	533,334	408,467	309,146	278,727
Total operating expenses	1,190,473	1,075,221	806,938	587,511	552,346
Operating income	336,523	229,645	147,146	110,659	74,273
Other income (expense):					
Interest income	677	1,794	1,128	136	432
Interest expense	(292,600)	(249,051)	(196,241)	(160,896)	(149,921)
Non-cash interest expense	(27,112)	(49,085)	(70,110)	(63,629)	(60,070)
Amortization of deferred financing fees	(17,572)	(15,560)	(12,870)	(9,188)	(9,099)
Loss from extinguishment of debt, net	(26,204)	(6,099)	(51,799)	(1,696)	(49,060)
Other income (expense)	10,628	31,138	5,654	(165)	29
Total other expense	(352,183)	(286,863)	(324,238)	(235,438)	(267,689)
Loss before provision for income taxes	(15,660)	(57,218)	(177,092)	(124,779)	(193,416)
Benefit (provision) for income taxes	(8,635)	1,309	(6,594)	(2,113)	(1,005)
Net loss from continuing operations	(24,295)	(55,909)	(183,686)	(126,892)	(194,421)
Income from discontinued operations, net of income taxes	—	—	2,296	—	—
Net loss	(24,295)	(55,909)	(181,390)	(126,892)	(194,421)
Net loss (income) attributable to the noncontrolling interest	—	—	353	436	(253)
Net loss attributable to SBA Communications	$ (24,295)	$ (55,909)	$ (181,037)	$ (126,456)	$ (194,674)
Basic and diluted per common share amounts:					
Loss from continuing operations	$ (0.19)	$ (0.44)	$ (1.53)	$ (1.14)	$ (1.68)
Income from discontinued operations	—	—	0.02	—	—
Net loss per common share	$ (0.19)	$ (0.44)	$ (1.51)	$ (1.14)	$ (1.68)
Basic and diluted weighted avg. number of common shares	128,919	127,769	120,280	111,595	115,591

	As of December 31,				
	2014	2013	2012	2011	2010
	(audited) (in thousands)				
Balance Sheet Data					
Cash and cash equivalents	$ 39,443	$ 122,112	$ 233,099	$ 47,316	$ 64,254
Restricted cash - current [1]	52,519	47,305	27,708	22,266	29,456
Short-term investments	5,549	5,446	5,471	5,773	4,016
Property and equipment, net	2,762,417	2,578,444	2,671,317	1,583,393	1,534,318
Intangibles, net	4,189,540	3,387,198	3,134,133	1,639,784	1,500,012
Total assets	7,841,125	6,783,188	6,615,911	3,606,399	3,400,175
Total debt	7,860,799	5,876,607	5,356,103	3,354,485	2,827,450
Total shareholders' (deficit) equity	(660,800)	356,966	652,991	(11,313)	317,110

	For the year ended December 31,				
	2014	2013	2012	2011	2010
	(audited) (in thousands)				
Other Data					
Cash provided by (used in):					
Operating activities	$ 671,643	$ 497,587	$ 340,914	$ 249,058	$ 201,140
Investing activities	(1,760,127)	(817,198)	(2,269,120)	(503,273)	(416,370)
Financing activities	991,838	210,837	2,110,481	237,432	118,152

(1) Restricted cash of $52.5 million as of December 31, 2014 consisted of $52.1 million related to the Tower Securities loan requirements and $0.4 million related to surety bonds issued for our benefit. Restricted cash of $47.3 million as of December 31, 2013 consisted of $46.4 million related to the Tower Securities loan requirements and $0.9 million related to surety bonds issued for our benefit. Restricted cash of $27.7 million as of December 31, 2012 consisted of $26.8 million related to the Tower Securities loan requirements and $0.9 million related to surety bonds issued for our benefit. Restricted cash of $22.3 million as of December 31, 2011 consisted of $21.4 million related to Tower Securities loan requirements and $0.9 million related to surety bonds issued for our benefit. Restricted cash of $29.5 million as of December 31, 2010 consisted of $28.6 million related to Tower Securities loan requirements and $0.9 million related to surety bonds issued for our benefit.

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion of our financial condition and results of operations should be read in conjunction with the information contained in our consolidated financial statements and the notes thereto. The following discussion includes forward-looking statements that involve certain risks and uncertainties, including, but not limited to, those described in Item 1A. Risk Factors. Our actual results may differ materially from those discussed below. See "Special Note Regarding Forward-Looking Statements" and Item 1A. Risk Factors.

We are a leading independent owner and operator of wireless communications tower structures, rooftops and other structures that support antennas used for wireless communications, which we collectively refer to as "towers" or "sites." Our principal operations are in the United States and its territories. In addition, we own and operate towers in Canada, Central America, and Brazil. Our primary business line is our site leasing business, which contributed 96.3% of our total segment operating profit for the year ended December 31, 2014. In our site leasing business, we (1) lease antenna space to wireless service providers on towers that we own or operate and (2) manage rooftop and tower sites for property owners under various contractual arrangements. As of December 31, 2014, we owned 24,292 towers, a substantial portion of which have been built by us or built by other tower owners or operators who, like us, have built such towers to lease space to multiple wireless service providers. We also managed or leased approximately 5,000 actual or potential towers, approximately 500 of which were revenue producing as of December 31, 2014. Our other business line is our site development business, through which we assist wireless service providers in developing and maintaining their own wireless service networks.

Site Leasing Services

Our primary focus is the leasing of antenna space on our multi-tenant towers to a variety of wireless service providers under long-term lease contracts in the United States, Canada, Central America, and Brazil. Site leasing revenues are received primarily from wireless service provider tenants, including AT&T, Sprint, Verizon Wireless, T-Mobile, Oi S.A., Digicel, Claro and Telefonica. Wireless service providers enter into different tenant leases with us, each of which relates to the lease or use of space at an individual tower. In the United States and Canada, our tenant leases are generally for an initial term of five to ten years with five 5-year renewal periods at the option of the tenant. These tenant leases typically contain specific rent escalators, which average 3-4% per year, including the renewal option periods. Tenant leases in our Central American and Brazilian markets typically have an initial term of 10 years with 5-year renewal periods. In Central America, we have similar rent escalators to that of leases in the United States and Canada while our leases in Brazil escalate in accordance with a standard cost of living index.

Cost of site leasing revenue primarily consists of:

- Rental payments on ground leases and other underlying property interests;
- Straight-line rent adjustment for the difference between rental payments made and the expense recorded as if the payments had been made evenly throughout the lease term (which may include renewal terms) of the underlying property interests;
- Property taxes;
- Site maintenance and monitoring costs (exclusive of employee related costs);
- Utilities;
- Property insurance; and
- Deferred lease origination cost amortization.

Ground leases are generally for an initial term of five years or more with multiple renewal terms of five year periods at our option and provide for rent escalators which typically average 2-3% annually, or in Brazil adjust in accordance with a standard cost of living index. As of December 31, 2014, approximately 73% of our tower structures were located on parcels of land that we own, land subject to perpetual easements, or parcels of land in which we have a leasehold interest that extends beyond 20 years. For any given tower, costs are relatively fixed over a monthly or an annual time period. As such, operating costs for owned towers do not generally

increase as a result of adding additional customers to the tower. The amount of direct costs associated with operating a tower varies from site to site depending on the taxing jurisdiction and the height and age of the tower. The ongoing maintenance requirements are typically minimal and include replacing lighting systems, painting a tower, or upgrading or repairing an access road or fencing.

In our Central American markets, significantly all of our revenue, expenses, and capital expenditures arising from our new build activities are denominated in U.S. dollars. Specifically, most of our ground leases, tenant leases, and tower-related expenses are due and paid in U.S. dollars. In our Central American markets, our local currency obligations are principally limited to (1) permitting and other local fees, (2) utilities, and (3) taxes. In our Canadian and Brazilian operations, significantly all of our revenue, expenses and capital expenditures, including tenant leases, ground leases and other tower-related expenses, are denominated in local currency.

As indicated in the table below, our site leasing business generates substantially all of our total segment operating profit. For information regarding our operating segments, see Note 20 of our Consolidated Financial Statements included in this annual report.

	For the year ended December 31,		
Segment operating profit as a percentage of total	2014	2013	2012
Domestic site leasing	82.8%	89.9%	92.3%
International site leasing	13.5%	6.3%	5.2%
Total site leasing	96.3%	96.2%	97.5%

We believe that over the long-term, site leasing revenues will continue to grow as wireless service providers lease additional antenna space on our towers due to increasing minutes of network use and data transfer, network expansion and network coverage requirements. During 2015, we expect organic site leasing revenue in both our domestic and international segments to be consistent with our growth in 2014. We believe our site leasing business is characterized by stable and long-term recurring revenues, predictable operating costs and minimal non-discretionary capital expenditures. Due to the relatively young age and mix of our tower portfolio, we expect future expenditures required to maintain these towers to be minimal. Consequently, we expect to grow our cash flows by (1) adding tenants to our towers at minimal incremental costs by using existing tower capacity or requiring wireless service providers to bear all or a portion of the cost of tower modifications and (2) executing monetary amendments as wireless service providers upgrade their equipment. Furthermore, because our towers are strategically positioned and our customers typically do not relocate, we have historically experienced low tenant lease terminations as a percentage of revenue.

Site Development Services

Our site development business, which is conducted in the United States only, is complementary to our site leasing business and provides us the ability to keep in close contact with the wireless service providers who generate substantially all of our site leasing revenue and to capture ancillary revenues that are generated by our site leasing activities, such as antenna and equipment installation at our tower locations. Site development services revenues are earned primarily from providing a full range of end to end services to wireless service providers or companies providing development or project management services to wireless service providers. Our services include: (1) network pre-design; (2) site audits; (3) identification of potential locations for towers and antennas; (4) support in buying or leasing of the location; (5) assistance in obtaining zoning approvals and permits; (6) tower and related site construction; (7) antenna installation; and (8) radio equipment installation, commissioning, and maintenance. We provide site development services at our towers and at towers owned by others.

For information regarding our operating segments, see Note 20 of our Consolidated Financial Statements included in this annual report.

Critical Accounting Policies and Estimates

We have identified the policies and significant estimation processes below as critical to our business operations and the understanding of our results of operations. The listing is not intended to be a comprehensive list. In many cases, the accounting treatment of a particular transaction is specifically dictated by accounting principles generally accepted in the United States, with no need for management's judgment in their application. In other cases, management is required to exercise judgment in the application of accounting principles with respect to particular transactions. The impact and any associated risks related to these policies on our business operations is discussed throughout "Management's Discussion and Analysis of Financial Condition and Results of Operations" where such policies affect reported and expected financial results. For a detailed discussion on the application of these and other accounting policies, see Note 2 of our Consolidated Financial Statements for the year ended December 31, 2014, included herein. Our preparation of our financial statements requires us to make estimates and assumptions that affect the reported amount of assets and liabilities, disclosure of contingent assets and liabilities at the date of our financial statements, and the reported amounts of

revenue and expenses during the reporting periods. Management bases its estimates on historical experience and on various other assumptions that are believed to be reasonable under the circumstances. There can be no assurance that actual results will not differ from those estimates and such differences could be significant.

Revenue Recognition and Accounts Receivable

Revenue from site leasing is recorded monthly and recognized on a straight-line basis over the current term of the related lease agreements, which are generally five to ten years. Receivables recorded related to the straight-lining of site leases are reflected in other assets on the Consolidated Balance Sheets. Rental amounts received in advance are recorded as deferred revenue on the Consolidated Balance Sheets.

Site development projects in which we perform consulting services include contracts on a time and materials basis or a fixed price basis. Time and materials based contracts are billed at contractual rates as the services are rendered. For those site development contracts in which we perform work on a fixed price basis, site development billing (and revenue recognition) is based on the completion of agreed upon phases of the project on a per site basis. Upon the completion of each phase on a per site basis, we recognize the revenue related to that phase. Site development projects generally take from 3 to 12 months to complete.

Revenue from construction projects is recognized on the percentage-of-completion method of accounting, determined by the percentage of cost incurred to date compared to management's estimated total cost for each contract. This method is used because management considers total cost to be the best available measure of progress on the contracts. These amounts are based on estimates, and the uncertainty inherent in the estimates initially is reduced as work on the contracts nears completion. The asset "costs and estimated earnings in excess of billings on uncompleted contracts" represents costs incurred and revenues recognized in excess of amounts billed. The liability "billings in excess of costs and estimated earnings on uncompleted contracts," included within other current liabilities on our Consolidated Balance Sheets, represents billings in excess of costs incurred and revenues recognized. Provisions for estimated losses on uncompleted contracts are made in the period in which such losses are determined to be probable.

We perform periodic credit evaluations of our customers. We monitor collections and payments from our customers and maintain a provision for estimated credit losses based upon historical experience, specific customer collection issues identified, and past due balances as determined based on contractual terms. Interest is charged on outstanding receivables from customers on a case by case basis in accordance with the terms of the respective contracts or agreements with those customers. Amounts determined to be uncollectible are written off against the allowance for doubtful accounts in the period in which uncollectibility is determined to be probable.

Asset Impairment

We evaluate individual long-lived and related assets with finite lives for indicators of impairment to determine when an impairment analysis should be performed. We evaluate our tower assets and current contract intangibles at the tower level, which is the lowest level for which identifiable cash flows exists. We evaluate our network location intangibles for impairment at the tower leasing business level whenever indicators of impairment are present. We have established a policy to at least annually evaluate our tower assets and current contract intangibles for impairment.

We record an impairment charge when we believe an investment in towers or related assets has been impaired, such that future undiscounted cash flows would not recover the then current carrying value of the investment in the tower and related intangible. If the future undiscounted cash flows are lower than the carrying value of the investment in the tower and related intangible, we calculate future discounted cash flows and compare those amounts to the carrying value. We record an impairment charge for any amounts lower than the carrying value. Estimates and assumptions inherent in the impairment evaluation include, but are not limited to, general market and economic conditions, historical operating results, geographic location, lease-up potential, and expected timing of lease-up. In addition, we make certain assumptions in determining an asset's fair value for the purpose of calculating the amount of an impairment charge.

Business Combinations

We account for business combinations under the acquisition method of accounting. The assets and liabilities we acquire are recorded at fair market value at the date of each acquisition and the results of operations of the acquired assets are included with our results of operations from the dates of the respective acquisitions. We continue to evaluate all acquisitions for a period not to exceed one year after the applicable closing date of each transaction to determine whether any additional adjustments are needed to the allocation of the purchase price paid for the assets acquired and liabilities assumed as a result of information available at the

acquisition date. The intangible assets represent the value associated with the current leases at the acquisition date ("Current contract intangibles") and future tenant leases anticipated to be added to the communication sites ("Network location intangibles") and were calculated using the discounted values of the current or future expected cash flows. The intangible assets are estimated to have a useful life consistent with the useful life of the related communication site assets, which is typically 15 years.

In connection with certain acquisitions, we may agree to pay contingent consideration (or earnouts) if the communication sites or businesses that are acquired meet or exceed certain performance targets over a period of one to three years after they have been acquired. We accrue for contingent consideration in connection with acquisitions at fair value as of the date of the acquisition. All subsequent changes in fair value of contingent consideration are recorded through Consolidated Statements of Operations.

RESULTS OF OPERATIONS

Year Ended 2014 Compared to Year Ended 2013

Revenues and Segment Operating Profit:

	For the year ended December 31, 2014	For the year ended December 31, 2013	Dollar Change	Percentage Change
		(in thousands)		
Revenues				
Domestic site leasing	$ 1,157,293	$ 1,048,756	$ 108,537	10.3%
International site leasing	202,909	84,257	118,652	140.8%
Site development	166,794	171,853	(5,059)	(2.9%)
Total	$ 1,526,996	$ 1,304,866	$ 222,130	17.0%
Cost of Revenues				
Domestic site leasing	$ 247,237	$ 242,839	$ 4,398	1.8%
International site leasing	54,076	27,933	26,143	93.6%
Site development	127,172	137,481	(10,309)	(7.5%)
Total	$ 428,485	$ 408,253	$ 20,232	5.0%
Operating Profit				
Domestic site leasing	$ 910,056	$ 805,917	$ 104,139	12.9%
International site leasing	148,833	56,324	92,509	164.2%
Site development	39,622	34,372	5,250	15.3%

Revenues

Total revenues increased $222.1 million for the year ended December 31, 2014, as compared to the prior year, due largely to (i) revenues from 6,532 towers acquired and 731 towers built since January 1, 2013 and (ii) organic site leasing growth from new leases, contractual rent escalators, and lease amendments which increased the related rent to compensate for additional equipment added to our towers.

Domestic site leasing revenues increased $108.5 million for the year ended December 31, 2014, as compared to the prior year, due largely to (i) revenues from 426 towers acquired and 228 towers built since January 1, 2013 and (ii) organic site leasing growth from new leases, contractual rent escalators, and lease amendments which increased the related rent to compensate for additional equipment added to our towers.

International site leasing revenues increased $118.7 million for the year ended December 31, 2014, as compared to the prior year, due largely to (i) revenues from 6,106 towers acquired and 503 towers built since January 1, 2013 and (ii) organic site leasing growth from new leases, contractual rent escalators, and lease amendments which increased the related rent to compensate for additional equipment added to our towers. The increase in international site leasing revenues includes the negative impact of $3.1 million from fluctuations in foreign currency exchange rates as compared to the prior year.

Site development revenues decreased $5.1 million for the year ended December 31, 2014, as compared to the prior year, as a result of a reduction in the volume of work performed due to the timing of our wireless carrier customers' initiatives.

Operating Profit

Domestic site leasing segment operating profit increased $104.1 million for the year ended December 31, 2014, as compared to the prior year, primarily due to additional profit generated by (i) towers acquired and built since January 1, 2013 as noted above and (ii) organic site leasing growth from new leases, contractual rent escalators, and lease amendments with current tenants which increased the related rent as a result of additional equipment added to our towers in addition to improving control of our site leasing cost of revenue, and the positive impact of our ground lease purchase program.

International site leasing segment operating profit increased $92.5 million for the year ended December 31, 2014, as compared to the prior year, primarily due to additional profit generated by (i) towers acquired and built since January 1, 2013 as noted above and (ii) organic site leasing growth from new leases, contractual rent escalators, and lease amendments with current tenants which increased the related rent as a result of additional equipment added to our towers in addition to improving control of our site leasing cost of revenue, and the positive impact of our ground lease purchase program. The increase in international segment operating profit includes the negative impact of $1.8 million from fluctuations in foreign currency exchange rates as compared to the prior year.

Site development segment operating profit increased $5.2 million for the year ended December 31, 2014, as compared to the prior year, primarily due to higher margin carrier direct work performed in the current year, in particular the Sprint 2.5 GHz initiative.

Selling, General, and Administrative Expenses:

	For the year ended December 31,		Dollar	Percentage
	2014	2013	Change	Change
		(in thousands)		
Domestic site leasing	$ 67,611	$ 59,320	$ 8,291	14.0%
International site leasing	16,762	10,065	6,697	66.5%
Total site leasing	$ 84,373	$ 69,385	$ 14,988	21.6%
Site development	9,074	7,760	1,314	16.9%
Not identified by segment	9,870	8,331	1,539	18.5%
Total	$ 103,317	$ 85,476	$ 17,841	20.9%

Selling, general, and administrative expenses increased $17.8 million for the year ended December 31, 2014, as compared to the prior year, primarily as a result of an increase in personnel, salaries, benefits, non-cash compensation, and other expenses due in large part to our continued portfolio expansion primarily in Brazil.

Acquisition Related Adjustments and Expenses:

	For the year ended December 31,		Dollar	Percentage
	2014	2013	Change	Change
		(in thousands)		
Domestic site leasing	$ 3,351	$ 6,525	$ (3,174)	(48.6%)
International site leasing	4,447	12,673	(8,226)	(64.9%)
Total	$ 7,798	$ 19,198	$ (11,400)	(59.4%)

Acquisition related adjustments and expenses decreased $11.4 million for the year ended December 31, 2014, as compared to the prior year, primarily as a result of a reduction in an estimated pre-acquisition contingency, partially offset by an increase in acquisition and integration related activities including two acquisitions from Oi S.A. which closed during the first and fourth quarters of fiscal year 2014.

Asset Impairment and Decommission Costs:

	For the year ended December 31, 2014	2013	Dollar Change	Percentage Change
		(in thousands)		
Domestic site leasing	$ 21,538	$ 26,478	$ (4,940)	(18.7%)
International site leasing	2,263	2,482	(219)	(8.8%)
Total	$ 23,801	$ 28,960	$ (5,159)	(17.8%)

Asset impairment and decommission costs decreased $5.2 million for the year ended December 31, 2014, as compared to the prior year, primarily as a result of the write-off of assets and related costs associated with the decommissioning of 214 towers during the year ended December 31, 2014 as compared to the decommissioning of 248 towers during the prior year.

Depreciation, Accretion, and Amortization Expense:

	For the year ended December 31, 2014	2013	Dollar Change	Percentage Change
		(in thousands)		
Domestic site leasing	$ 515,150	$ 484,053	$ 31,097	6.4%
International site leasing	104,447	44,973	59,474	132.2%
Total site leasing	$ 619,597	$ 529,026	$ 90,571	17.1%
Site development	2,453	2,280	173	7.6%
Not identified by segment	5,022	2,028	2,994	147.6%
Total	$ 627,072	$ 533,334	$ 93,738	17.6%

Depreciation, accretion, and amortization expense increased $93.7 million for the year ended December 31, 2014, as compared to the prior year, due to an increase in the number of towers we acquired and built since January 1, 2013.

Operating Income (Loss):

	For the year ended December 31, 2014	2013	Dollar Change	Percentage Change
		(in thousands)		
Domestic site leasing	$ 302,406	$ 229,541	$ 72,865	31.7%
International site leasing	20,914	(13,869)	34,783	(250.8%)
Total site leasing	$ 323,320	$ 215,672	$ 107,648	49.9%
Site development	28,095	24,332	3,763	15.5%
Not identified by segment	(14,892)	(10,359)	(4,533)	43.8%
Total	$ 336,523	$ 229,645	$ 106,878	46.5%

Domestic site leasing operating income increased $72.9 million for the year ended December 31, 2014, as compared to the prior year, primarily due to higher segment operating profit and a reduction in asset impairment and decommission costs, partially offset by increases in selling, general, and administrative expenses, depreciation, accretion, and amortization expense, and acquisition related adjustments and expenses.

International site leasing operating income increased $34.8 million for the year ended December 31, 2014, as compared to the prior year, primarily due to higher segment operating profit and a reduction in acquisition related adjustments and expenses, partially offset by increases in selling, general, and administrative expenses and depreciation, accretion, and amortization expense.

Site development operating income increased $3.8 million for the year ended December 31, 2014, as compared to the prior year, primarily due to higher segment operating profit, partially offset by increases in selling, general, and administrative expenses and depreciation, accretion, and amortization expense.

Other Income (Expense):

	For the year ended December 31,		Dollar	Percentage
	2014	2013	Change	Change
	(in thousands)			
Interest income	$ 677	$ 1,794	$ (1,117)	(62.3%)
Interest expense	(292,600)	(249,051)	(43,549)	17.5%
Non-cash interest expense	(27,112)	(49,085)	21,973	(44.8%)
Amortization of deferred financing fees	(17,572)	(15,560)	(2,012)	12.9%
Loss from extinguishment of debt, net	(26,204)	(6,099)	(20,105)	329.6%
Other income	10,628	31,138	(20,510)	(65.9%)
Total	$ (352,183)	$ (286,863)	$ (65,320)	22.8%

Interest expense increased $43.5 million for the year ended December 31, 2014, as compared to the prior year, due to the higher average principal amount of cash-interest bearing debt outstanding for the year ended December 31, 2014 compared to the prior year, primarily resulting from the issuance of the 2013 and 2014 Tower Securities, 2014 Term Loan, and 4.875% Notes, partially offset by the maturity of the 1.875% Notes and 4.0% Notes and full repayment of the 2011 Term Loan, 2012-2 Term Loan, 2010-1 Tower Securities, and 8.25% Notes.

Non-cash interest expense decreased $22.0 million from the year ended December 31, 2014, compared to the prior year. This decrease primarily reflects the full repayment of the 1.875% Notes in May of 2013 and 4.0% Notes in October of 2014.

Amortization of deferred financing fees increased $2.0 million for the year ended December 31, 2014, as compared to the prior year, primarily resulting from the issuance of the 2013 and 2014 Tower Securities, 2014 Term Loan, and 4.875% Notes, partially offset by the full repayment of the 2011 Term Loan, 2012-2 Term Loan, 8.25% Notes, and 2010-1 Tower Securities, and the maturity of the 1.875% and 4.0% Notes.

Loss from extinguishment of debt increased $20.1 million for the year ended December 31, 2014, as compared to the prior year, primarily due to the premium paid and write-off of the debt discount and deferred financing fees associated with the full redemption of the 8.25% Notes, the write-off of a portion of the related debt discount and deferred financing fees associated with the repayment of the 2011 Term Loan, 2012-2 Term Loan, and 2010-1 Tower Securities, and the early settlement of a portion of the 4.0% Notes.

Other income decreased $20.5 million for the year ended December 31, 2014, as compared to the prior year, primarily due to a gain of $27.3 million recognized in the prior year period related to the sale of a bankruptcy claim. The current year period reflects a $17.9 million gain realized on the settlement of two foreign currency contracts which were entered into and settled during the first quarter of 2014 in order to hedge the purchase price of the Oi S.A. acquisition in Brazil which closed March 31, 2014 and a $12.5 million gain on the sale of a cost method investment during the fourth quarter of 2014. These gains were partially offset by a $23.0 million loss related to the remeasurement of a foreign denominated intercompany loan.

Net Loss:

	For the year ended December 31,		Dollar	Percentage
	2014	2013	Change	Change
	(in thousands)			
Net loss	$ (24,295)	$ (55,909)	$ 31,614	(56.5%)

Net loss was $24.3 million for the year ended December 31, 2014, a decrease of $31.6 million compared to a loss of $55.9 million in the prior year. The decrease in net loss is primarily due to an increase in our total segment operating profit and a decrease in non-cash interest expense as compared to the prior year, offset by increases in selling, general, and administrative expenses, loss from

extinguishment of debt, depreciation, amortization, and accretion, and interest expense, as well as, a decrease in other income as compared to the prior year.

Year Ended 2013 Compared to Year Ended 2012

Revenues and Segment Operating Profit:

	For the year ended December 31, 2013	For the year ended December 31, 2012	Dollar Change	Percentage Change
		(in thousands)		
Revenues				
Domestic site leasing	$ 1,048,756	$ 797,794	$ 250,962	31.5%
International site leasing	84,257	48,300	35,957	74.4%
Site development	171,853	107,990	63,863	59.1%
Total	$ 1,304,866	$ 954,084	$ 350,782	36.8%
Cost of Revenues				
Domestic site leasing	$ 242,839	$ 175,452	$ 67,387	38.4%
International site leasing	27,933	13,499	14,434	106.9%
Site development	137,481	90,556	46,925	51.8%
Total	$ 408,253	$ 279,507	$ 128,746	46.1%
Operating Profit				
Domestic site leasing	$ 805,917	$ 622,342	$ 183,575	29.5%
International site leasing	56,324	34,801	21,523	61.8%
Site development	34,372	17,434	16,938	97.2%

Revenues

Total revenues increased $350.8 million for the year ended December 31, 2013, as compared to the prior year, due largely to (i) revenues from 9,136 towers acquired and 683 towers built since January 1, 2012 and (ii) organic site leasing growth from new leases, contractual rent escalators, and lease amendments which increased the related rent to compensate for additional equipment added to our towers.

Domestic site leasing revenues increased $251.0 million for the year ended December 31, 2013, as compared to the prior year, due largely to (i) revenues from 5,735 towers acquired and 216 towers built since January 1, 2012 and (ii) organic site leasing growth from new leases, contractual rent escalators, and lease amendments which increased the related rent to compensate for additional equipment added to our towers.

International site leasing revenues increased $36.0 million for the year ended December 31, 2013, as compared to the prior year, due largely to (i) revenues from 3,401 towers acquired and 467 towers built since January 1, 2012 and (ii) organic site leasing growth from new leases, contractual rent escalators, and lease amendments which increased the related rent to compensate for additional equipment added to our towers.

Site development revenue increased $63.9 million for the year ended December 31, 2013, as compared to the prior year, as a result of a higher volume of work performed during the period as compared to the same period last year associated with the deployment of next generation networks by wireless carriers, in particular, Sprint's Network Vision and T-Mobile modernization initiatives. Site development work mandated to us through our Sprint and T-Mobile master lease amendments contributed to this increased volume.

Operating Profit

Domestic site leasing segment operating profit increased $183.6 million for the year ended December 31, 2013, as compared to the prior year, primarily due to additional profit generated by (i) towers acquired and built since January 1, 2012 as noted above and (ii) organic site leasing growth from new leases, contractual rent escalators, and lease amendments with current tenants which increased the related rent as a result of additional equipment added to our towers in addition to improving control of our site leasing cost of revenue, and the positive impact of our ground lease purchase program.

International site leasing segment operating profit increased $21.5 million for the year ended December 31, 2013, as compared to the prior year, primarily due to additional profit generated by (i) towers acquired and built since January 1, 2012 as noted above and (ii) organic site leasing growth from new leases, contractual rent escalators, and lease amendments with current tenants which increased the related rent as a result of additional equipment added to our towers in addition to improving control of our site leasing cost of revenue, and the positive impact of our ground lease purchase program.

Site development segment operating profit increased $16.9 million for the year ended December 31, 2013, as compared to the prior year, primarily due to the higher volume of work performed compared to the prior year associated with the deployment of next generation networks by wireless carriers, in particular, the Sprint Network Vision and T-Mobile modernization initiatives.

Selling, General, and Administrative Expenses:

	For the year ended December 31,		Dollar	Percentage
	2013	2012	Change	Change
	(in thousands)			
Domestic site leasing	$ 59,320	$ 48,228	$ 11,092	23.0%
International site leasing	10,065	7,481	2,584	34.5%
Total site leasing	$ 69,385	$ 55,709	$ 13,676	24.5%
Site development	7,760	8,187	(427)	(5.2%)
Not identified by segment	8,331	8,252	79	1.0%
Total	$ 85,476	$ 72,148	$ 13,328	18.5%

Selling, general, and administrative expenses increased $13.3 million for the year ended December 31, 2013, as compared to the prior year, primarily as a result of an increase in personnel, salaries, benefits, non-cash compensation, and other expenses due in part to our continued portfolio expansion as well as costs incurred in connection with our international expansion.

Acquisition Related Adjustments and Expenses:

	For the year ended December 31,		Dollar	Percentage
	2013	2012	Change	Change
	(in thousands)			
Domestic site leasing	$ 6,525	$ 38,060	$ (31,535)	(82.9%)
International site leasing	12,673	2,373	10,300	434.0%
Total	$ 19,198	$ 40,433	$ (21,235)	(52.5%)

Acquisition related adjustments and expenses decreased $21.2 million for the year ended December 31, 2013, as compared to the prior year, primarily as a result of a decrease in the number of acquisitions. Acquisition related costs incurred during the year ended December 31, 2012 associated with the Mobilitie and TowerCo acquisitions were $30.6 million.

Asset Impairment and Decommission Expenses:

	For the year ended December 31,		Dollar	Percentage
	2013	2012	Change	Change
	(in thousands)			
Domestic site leasing	$ 26,478	$ 4,020	$ 22,458	558.7%
International site leasing	2,482	2,363	119	5.0%
Total	$ 28,960	$ 6,383	$ 22,577	353.7%

Asset impairment and decommission costs increased $22.6 million for the year ended December 31, 2013, as compared to the prior year, primarily as a result of the write-off of assets and related costs associated with the decommissioning of 248 towers during the year ended December 31, 2013 as compared to the decommissioning of 19 towers during the prior year.

Depreciation, Accretion, and Amortization Expenses:

	For the year ended December 31, 2013	2012	Dollar Change	Percentage Change
	(in thousands)			
Domestic site leasing	$ 484,053	$ 380,190	$ 103,863	27.3%
International site leasing	44,973	24,786	20,187	81.4%
Total site leasing	$ 529,026	$ 404,976	$ 124,050	30.6%
Site development	2,280	2,118	162	7.6%
Not identified by segment	2,028	1,373	655	47.7%
Total	$ 533,334	$ 408,467	$ 124,867	30.6%

Depreciation, accretion, and amortization expense increased $124.9 million for the year ended December 31, 2013, as compared to the prior year, due to an increase in the number of towers we built and acquired.

Operating Income (Loss):

	For the year ended December 31, 2013	2012	Dollar Change	Percentage Change
	(in thousands)			
Domestic site leasing	$ 229,541	$ 151,844	$ 77,697	51.2%
International site leasing	(13,869)	(2,202)	(11,667)	529.8%
Total site leasing	$ 215,672	$ 149,642	$ 66,030	44.1%
Site development	24,332	7,129	17,203	241.3%
Not identified by segment	(10,359)	(9,625)	(734)	7.6%
Total	$ 229,645	$ 147,146	$ 82,499	56.1%

Domestic site leasing operating income increased $78.7 million for the year ended December 31, 2013, as compared to the prior year, primarily due to higher segment operating profit and a reduction in acquisition related adjustments and expenses, partially offset by increases in selling, general, and administrative expenses, depreciation, accretion, and amortization expense, and asset impairment and decommission costs.

International site leasing operating loss increased $11.7 million for the year ended December 31, 2013, as compared to the prior year, primarily due to increases in selling, general, and administrative expenses, acquisition related adjustments and expenses, and depreciation, accretion, and amortization expense, partially offset by higher segment operating profit.

Site development operating income increased $17.2 million for the year ended December 31, 2013, as compared to the prior year, primarily due to higher segment operating profit.

Other Income (Expense):

	For the year ended December 31, 2013	2012	Dollar Change	Percentage Change
	(in thousands)			
Interest income	$ 1,794	$ 1,128	$ 666	59.0%
Interest expense	(249,051)	(196,241)	(52,810)	26.9%
Non-cash interest expense	(49,085)	(70,110)	21,025	(30.0%)
Amortization of deferred financing fees	(15,560)	(12,870)	(2,690)	20.9%
Loss from extinguishment of debt, net	(6,099)	(51,799)	45,700	(88.2%)
Other income	31,138	5,654	25,484	450.7%
Total	$ (286,863)	$ (324,238)	$ 37,375	(11.5%)

Interest expense increased $52.8 million for the year ended December 31, 2013, as compared to the prior year, primarily due to higher average principal amount of cash-interest bearing debt outstanding for the year ended December 31, 2013 compared to the prior year, primarily resulting from the issuance of the 2012-1 and 2012-2 Term Loans, 2012 Tower Securities, 2013 Tower Securities, 5.75% Notes, and 5.625% Notes. These increases were partially offset by the maturity of the 1.875% Notes, the full repayment of the 8.0% Senior Notes, as well as partial prepayments of the 2011 Term Loan, 2012-2 Term Loan, and 8.25% Senior Notes.

Non-cash interest expense decreased $21.0 million for the year ended December 31, 2013, as compared to the prior year primarily as a result of the full repayment of the 1.875% Notes in May of 2013.

Amortization of deferred financing fees increased $2.7 million for the year ended December 31, 2013, as compared to the prior year, primarily resulting from the issuance of the 2012-1 Term Loan, 2012-2 Term Loan, 2012 Tower Securities, 2013 Tower Securities, 5.75% Notes, and 5.625% Notes. These increases were offset by the full redemption of the 8.0% Notes, the partial redemption of the 8.25% Notes, and the settlement of the 1.875% Notes.

Loss from extinguishment of debt decreased $45.7 million for the year ended December 31, 2013, as compared to the prior year, primarily due to the premium paid on the 8.0% and 8.25% Senior Notes during the second and third quarters of 2012 and the write off of the related debt discount and deferred financing fees as compared to the write off of debt discounts and deferred financing fees associated with the partial repayment of the 2011 and 2012-2 Term Loans in 2013.

Other income increased $25.5 million for the year ended December 31, 2013, as compared to the prior year, primarily due to a $27.3 million gain on the sale of a bankruptcy claim against Lehman Brothers in the third quarter of 2013, as compared to a $4.6 million gain on partial settlement of a bankruptcy claim received during the year ended December 31, 2012.

Net Loss:

	For the year ended December 31,		Dollar	Percentage
	2013	2012	Change	Change
	(in thousands)			
Net loss	$ (55,909)	$ (181,390)	$ 125,481	(69.2%)

Net loss decreased $125.5 million for the year ended December 31, 2013, as compared to the prior year, primarily due to an increase in our total segment operating profit, an increase in other income, and decreases in acquisition related expenses, loss from extinguishment of debt, and non-cash interest expense as compared to the prior year. These items were partially offset by increases in selling, general, and administrative expenses, asset impairment and decommission costs, depreciation, amortization, and accretion, and interest expense.

NON-GAAP FINANCIAL MEASURES

This report contains information regarding a non-GAAP measure, Adjusted EBITDA. We have provided below a description of Adjusted EBITDA, a reconciliation of Adjusted EBITDA to its most directly comparable GAAP measure and an explanation as to why management utilizes this measure.

Adjusted EBITDA

We define Adjusted EBITDA as net loss excluding the impact of non-cash straight-line leasing revenue, non-cash straight-line ground lease expense, non-cash compensation, net loss from extinguishment of debt, other income and expenses, acquisition related adjustments and expenses, asset impairment and decommission costs, interest income, interest expenses, depreciation, accretion, and amortization, provision for or benefit from taxes, and income from discontinued operations.

We believe that Adjusted EBITDA is an indicator of the financial performance of our core businesses. Adjusted EBITDA is a component of the calculation that has been used by our lenders to determine compliance with certain covenants under our Senior Credit Agreement and the indentures relating to our 5.625% Notes, 5.75% Notes, and 4.875% Notes. Adjusted EBITDA is not intended to be an alternative measure of operating income or gross profit margin as determined in accordance with GAAP.

	For the year ended December 31,		
	2014	2013	2012
	(in thousands)		
Net loss	$ (24,295)	$ (55,909)	$ (181,390)
Non-cash straight-line leasing revenue	(56,867)	(65,611)	(52,009)
Non-cash straight-line ground lease expense	36,271	33,621	22,463
Non-cash compensation	22,671	17,205	13,968
Loss from extinguishment of debt, net	26,204	6,099	51,799
Other (income) expense	(10,628)	(31,138)	(5,654)
Acquisition related adjustments and expenses	7,798	19,198	40,433
Asset impairment and decommission costs	23,801	28,960	6,383
Interest income	(677)	(1,794)	(1,128)
Interest expense [1]	337,284	313,696	279,221
Depreciation, accretion, and amortization	627,072	533,334	408,467
Provision (benefit) for taxes [2]	10,120	(493)	7,689
Income from discontinued operations	—	—	(2,296)
Adjusted EBITDA	$ 998,754	$ 797,168	$ 587,946

(1) Interest expense includes interest expense, non-cash interest expense, and amortization of deferred financing fees.
(2) Provision for taxes includes $1,485, $817, and $1,095 of franchise taxes reflected in selling, general, and administrative expenses on the Consolidated Statement of Operations for the year ended 2014, 2013, and 2012, respectively.

Adjusted EBITDA was $998.8 million for the year ended December 31, 2014 as compared to $797.2 million for the year ended December 31, 2013. The increase of $201.6 million is primarily the result of increased segment operating profit from our domestic site leasing, international site leasing, and site development segments offset partially by the increase in our cash selling, general, and administrative expenses. The increase in Adjusted EBITDA includes the negative impact of $1.4 million from fluctuations in foreign currency exchange rates as compared to the prior year.

Adjusted EBITDA was $797.2 million for the year ended December 31, 2013 as compared to $587.9 million for the year ended December 31, 2012. The increase of $209.2 million is primarily the result of increased segment operating profit from our domestic site leasing, international site leasing, and site development segments offset partially by the increase in our cash selling, general, and administrative expenses.

LIQUIDITY AND CAPITAL RESOURCES

SBA Communications Corporation ("SBAC") is a holding company with no business operations of its own. SBAC's only significant asset is the outstanding capital stock of SBA Telecommunications, LLC ("Telecommunications"), which is also a holding company that owns equity interests in entities that directly or indirectly own all of our domestic and international towers and assets. We conduct all of our business operations through Telecommunications' subsidiaries. Accordingly, our only source of cash to pay our obligations, other than financings, is distributions with respect to our ownership interest in our subsidiaries from the net earnings and cash flow generated by these subsidiaries.

A summary of our cash flows is as follows:

	For the year ended December 31,		
	2014	2013	2012
		(in thousands)	
Summary cash flow information			
Cash provided by operating activities	$ 671,643	$ 497,587	$ 340,914
Cash used in investing activities	(1,760,127)	(817,198)	(2,269,120)
Cash provided by financing activities	991,838	210,837	2,110,481
Increase (decrease) in cash and cash equivalents	(96,646)	(108,774)	182,275
Effect of exchange rate changes on cash and cash equivalents	13,977	(2,213)	1,212
Cash provided by discontinued operations from operating activities	—	—	2,296
Cash and cash equivalents, beginning of year	122,112	233,099	47,316
Cash and cash equivalents, end of year	$ 39,443	$ 122,112	$ 233,099

Operating Activities

Cash provided by operating activities was $671.6 million for the year ended December 31, 2014 as compared to $497.6 million for the year ended December 31, 2013. This increase was primarily due to an increase in segment operating profit from domestic site leasing, international site leasing, and site development operating segments, partially offset by increased selling, general, and administrative expenses, increased cash interest payments relating to the higher average amount of cash-interest bearing debt outstanding for the year ended December 31, 2014 compared to the year ended December 31, 2013.

Investing Activities

A detail of our cash capital expenditures is as follows:

	For the year ended December 31,		
	2014	2013	2012
		(in thousands)	
Acquisitions [1]	$ 1,540,258	$ 628,423	$ 2,205,859
Construction and related costs on new tower builds	92,207	77,427	76,552
Augmentation and tower upgrades	72,329	47,970	24,427
Ground lease buyouts [2]	44,964	48,956	46,865
Purchase/refurbishment of headquarters building	19,471	24,516	—
Tower maintenance	20,047	12,909	8,562
General corporate	7,197	6,071	3,724
Total cash capital expenditures	$ 1,796,473	$ 846,272	$ 2,365,989

(1) Included in our cash capital expenditures for the year ended December 31, 2013 is $175.9 million related to our acquisition of 800 towers from Vivo in the fourth quarter of 2012.

(2) Excludes $10.8 million, $9.1 million, and $9.7 million spent to extend ground lease terms for the years ended December 31, 2014, 2013, and 2012, respectively.

Subsequent to December 31, 2014, we acquired 45 towers and related assets for $35.7 million in cash.

During fiscal year 2015, we expect to incur non-discretionary cash capital expenditures associated with tower maintenance and general corporate expenditures of $30.0 million to $40.0 million and discretionary cash capital expenditures, based on current acquisition obligations, planned new tower construction, forecasted tower augmentations, and forecasted ground lease purchases, of $509.0 million to $529.0 million as well as potential, additional tower acquisitions not yet under contract. We expect to fund these cash capital expenditures from cash on hand, cash flow from operations, and borrowings under the Revolving Credit Facility or new financings. The exact amount of our future cash capital expenditures will depend on a number of factors including amounts necessary to support our tower portfolio, our new tower build and acquisition programs, and our ground lease purchase program.

Financing Activities

During the first quarter of 2014, our subsidiary, SBA Senior Finance II, obtained a new senior secured term loan with an initial aggregate principal amount of $1.5 billion (the "2014 Term Loan"). Net proceeds from the 2014 Term Loan were used to (1) repay in full the remaining $180.5 million balance of the 2011 Term Loan, (2) repay in full the remaining $110.0 million balance of the 2012-2 Term Loan, (3) repay the $390.0 million outstanding balance under our Revolving Credit Facility, and (4) pay the cash consideration in connection with the Oi S.A. acquisition which closed on March 31, 2014. The remaining net proceeds were used for general corporate purposes.

During the year ended December 31, 2014, holders of the 4.0% Notes converted $499.9 million in principal which was settled for $499.7 million in cash and 11.7 million shares of our Class A common stock. Concurrently with the settlement of our conversion obligation, we settled the convertible note hedges receiving 11.7 million shares of our Class A common stock. As a result, our outstanding share count was not impacted by the conversion of these notes. The remaining $38,000 aggregate principal amount of 4.0% Notes that was not converted matured on October 1, 2014 and was settled in cash at principal plus accrued interest.

During the year ended December 31, 2014, we paid $885.0 million to early settle approximately 87% of the original warrants sold in connection with the issuance of the 4.0% Notes, representing approximately 14.4 million underlying shares of Class A common stock, originally scheduled to mature in the first quarter of 2015. Subsequent to December 31, 2014, we settled additional outstanding warrants for $82.7 million, representing approximately 1.2 million underlying shares. As of March 2, 2015, we have approximately 5% of the original warrants still outstanding representing approximately 0.9 million underlying shares, which mature over the balance of the first quarter of 2015 and will be settled by April 2, 2015.

On July 1, 2014, we issued $750.0 million aggregate principal amount of our 4.875% Senior Notes due 2022 (the "4.875% Notes"). Net proceeds from the 4.875% Notes were used to (i) redeem all of the 8.25% Notes due 2019 including the associated call premium for $253.0 million and (ii) pay the conversion obligations with respect to approximately $121.0 million aggregate principal amount of our 4.0% Notes. All remaining net proceeds were used for general corporate purposes.

On October 15, 2014, we, through our existing SBA Tower Trust, issued $920.0 million of 2.898% Secured Tower Revenue Securities Series 2014-1C and $620.0 million of 3.869% Secured Tower Revenue Securities Series 2014-2C (collectively the "2014 Tower Securities"). Net proceeds from this offering were used to prepay in full $680.0 million of 2010-1Tower Securities and to repay the $300.0 million outstanding balance under the Revolving Credit Facility which had been drawn in order to partially repay the 4.0% Notes due October 1, 2014. The remaining net proceeds were used for general corporate purposes.

During the year ended December 31, 2014, we borrowed $700.0 million and repaid $790.0 million under the Revolving Credit Facility, resulting in an outstanding balance on the Revolving Credit Facility at year-end of $125.0 million. As of December 31, 2014, the availability under the Revolving Credit Facility was $645.0 million, subject to compliance with specified financial ratios and satisfaction of other customary conditions to borrowing. As discussed further below under the Senior Credit Agreement, we entered into an amendment on February 5, 2015 to, among other things, increase the availability under our Revolving Credit Facility from $770.0 million to $1.0 billion.

During the year ended December 31, 2014, we did not repurchase any shares of our Class A common stock under our stock repurchase program. As of December 31, 2014, we had a remaining authorization to repurchase $150.0 million of Class A common stock under our current $300.0 million stock repurchase program.

Registration Statements

We have on file with the Commission a shelf registration statement on Form S-4 registering shares of Class A common stock that we may issue in connection with the acquisition of wireless communication towers or antenna sites and related assets or companies who own wireless communication towers, antenna sites, or related assets. During the year ended December 31, 2014, we did not issue any shares of Class A common stock under this registration statement. As of December 31, 2014, we had approximately 1.7 million shares of Class A common stock remaining under this shelf registration statement.

On February 27, 2012, we filed with the Commission an automatic shelf registration statement for well-known seasoned issuers on Form S-3ASR. This registration statement enables us to issue shares of our Class A common stock, preferred stock or debt securities either separately or represented by warrants, or depositary shares as well as units that include any of these securities. Under the rules governing automatic shelf registration statements, we will file a prospectus supplement and advise the Commission of the amount and type of securities each time we issue securities under this registration statement. For the year ended December 31, 2012,

we issued 6,005,000 shares of our Class A common stock under the automatic shelf registration statement and the prospectus supplement related thereto. No shares were issued in 2013 or 2014.

Debt Instruments and Debt Service Requirements

Senior Credit Agreement

On February 7, 2014, SBA Senior Finance II entered into a Second Amended and Restated Credit Agreement with several banks and other financial institutions or entities from time to time parties to the Second Amended and Restated Credit Agreement to, among other things, incur the 2014 Term Loan and amend certain terms of the existing senior credit agreement (as amended, the "Senior Credit Agreement").

Terms of the Senior Credit Agreement

The Senior Credit Agreement, as amended, requires SBA Senior Finance II to maintain specific financial ratios, including (1) a ratio of Consolidated Total Debt to Annualized Borrower EBITDA not to exceed 6.5 times for any fiscal quarter, (2) a ratio of Consolidated Total Debt and Net Hedge Exposure (calculated in accordance with the Senior Credit Agreement) to Annualized Borrower EBITDA for the most recently ended fiscal quarter not to exceed 6.5 times for 30 consecutive days and (3) a ratio of Annualized Borrower EBITDA to Annualized Cash Interest Expense (calculated in accordance with the Senior Credit Agreement) of not less than 2.0 times for any fiscal quarter. The Senior Credit Agreement contains customary affirmative and negative covenants that, among other things, limit the ability of SBA Senior Finance II and its subsidiaries to incur indebtedness, grant certain liens, make certain investments, enter into sale leaseback transactions, merge or consolidate, make certain restricted payments, enter into transactions with affiliates, and engage in certain asset dispositions, including a sale of all or substantially all of their property. As of December 31, 2014, SBA Senior Finance II was in compliance with the financial covenants contained in the Senior Credit Agreement. The Senior Credit Agreement is also subject to customary events of default. Pursuant to the Second Amended and Restated Guarantee and Collateral Agreement, amounts borrowed under the Revolving Credit Facility, the Term Loans and certain hedging transactions that may be entered into by SBA Senior Finance II or the Subsidiary Guarantors (as defined in the Senior Credit Agreement) with lenders or their affiliates are secured by a first lien on the membership interests of SBA Telecommunications, LLC, SBA Senior Finance, LLC and SBA Senior Finance II and on substantially all of the assets (other than leasehold, easement and fee interests in real property) of SBA Senior Finance II and the Subsidiary Guarantors.

The Senior Credit Agreement, as amended, permits SBA Senior Finance II, without the consent of the other lenders, to request that one or more lenders provide SBA Senior Finance II with increases in the Revolving Credit Facility or additional term loans provided that after giving effect to the proposed increase in Revolving Credit Facility commitments or incremental term loans the ratio of Consolidated Total Debt to Annualized Borrower EBITDA would not exceed 6.5 times. SBA Senior Finance II's ability to request such increases in the Revolving Credit Facility or additional term loans is subject to its compliance with customary conditions set forth in the Senior Credit Agreement including compliance, on a pro forma basis, with the financial covenants and ratios set forth therein and, with respect to any additional term loan, an increase in the margin on existing term loans to the extent required by the terms of the Senior Credit Agreement. Upon SBA Senior Finance II's request, each lender may decide, in its sole discretion, whether to increase all or a portion of its Revolving Credit Facility commitment or whether to provide SBA Senior Finance II with additional term loans and, if so, upon what terms.

Revolving Credit Facility under the Senior Credit Agreement

On February 5, 2015, SBA Senior Finance II entered into the 2015 Revolving Refinancing Amendment with several banks and other financial institutions or entities from time to time parties to the Senior Credit Agreement to, among other things, (i) increase the availability under our Revolving Credit Facility from $770.0 million to $1.0 billion, (ii) extend the maturity date of the Revolving Credit Facility to February 5, 2020, (iii) provide for the ability to borrow in U.S. dollars and certain designated foreign currencies, and (iv) lower the applicable interest rate margins and commitment fees under the Revolving Credit Facility.

As amended, the Revolving Credit Facility consists of a revolving loan under which up to $1.0 billion aggregate principal amount may be borrowed, repaid and redrawn, subject to compliance with specific financial ratios and the satisfaction of other customary conditions to borrowing. Amounts borrowed under the Revolving Credit Facility accrue interest, at SBA Senior Finance II's election, at either (i) the Eurodollar Rate plus a margin that ranges from 137.5 basis points to 200.0 basis points or (ii) the Base Rate plus a margin that ranges from 37.5 basis points to 100.0 basis points, in each case based on the ratio of Consolidated Total Debt to Annualized Borrower EBITDA, calculated in accordance with the Senior Credit Agreement. In addition, SBA Senior Finance II is required to pay a commitment fee of 0.25% per annum on the amount of unused commitment. If not earlier terminated by SBA Senior

Finance II, the Revolving Credit Facility will terminate on, and SBA Senior Finance II will repay all amounts outstanding on or before, February 5, 2020. The proceeds available under the Revolving Credit Facility may be used for general corporate purposes. SBA Senior Finance II may, from time to time, borrow from and repay the Revolving Credit Facility. Consequently, the amount outstanding under the Revolving Credit Facility at the end of a period may not be reflective of the total amounts outstanding during such period.

During the year ended December 31, 2014, we borrowed $700.0 million and repaid $790.0 million of the outstanding balance under the Revolving Credit Facility. As of December 31, 2014, the amount outstanding of $125.0 million was accruing interest at an average rate of 2.541%. The availability under the Revolving Credit Facility was $645.0 million at December 31, 2014, subject to compliance with specified financial ratios and satisfaction of other customary conditions to borrowing.

As of March 2, 2015, the amount outstanding under the Revolving Credit Facility was $200.0 million. The availability under the Revolving Credit Facility was $800.0 million at March 2, 2015, subject to compliance with specified financial ratios and satisfaction of other customary conditions to borrowing.

Term Loans under the Senior Credit Agreement

2011 Term Loan

On February 7, 2014, we repaid the entire $180.5 million outstanding principal balance of the 2011 Term Loan. The 2011 Term Loan accrued interest at SBA Senior Finance II's election at either the Base Rate plus a margin of 175 basis points (with a base rate floor of 2%) or Eurodollar Rate plus a margin of 275 basis points (with a Eurodollar Rate floor of 1%). As of December 31, 2013, the 2011 Term Loan was accruing interest at 3.75%.

2012-1 Term Loan

The 2012-1 Term Loan consists of a senior secured term loan with an initial aggregate principal amount of $200.0 million that matures on May 9, 2017. The 2012-1 Term Loan accrues interest, at SBA Senior Finance II's election, at either the Base Rate plus a margin that ranges from 100 to 150 basis points or the Eurodollar Rate plus a margin that ranges from 200 to 250 basis points, in each case based on the ratio of Consolidated Total Debt to Annualized Borrower EBITDA (calculated in accordance with the Senior Credit Agreement). As of December 31, 2014, the 2012-1 Term Loan was accruing interest at 2.67% per annum. Principal payments on the 2012-1 Term Loan commenced on September 30, 2012 and are being made in quarterly installments on the last day of each March, June, September and December, in an amount equal to $2.5 million for each of the first eight quarters, $3.75 million for the next four quarters and $5.0 million for each quarter thereafter. SBA Senior Finance II has the ability to prepay any or all amounts under the 2012-1 Term Loan without premium or penalty. To the extent not previously repaid, the 2012-1 Term Loan will be due and payable on the maturity date. The 2012-1 Term Loan was issued at par. We incurred deferred financing fees of $2.7 million in relation to this transaction which are being amortized through the maturity date.

During the year ended December 31, 2014, we repaid $12.5 million of principal on the 2012-1 Term Loan. As of December 31, 2014, the 2012-1 Term Loan had a principal balance of $172.5 million.

2012-2 Term Loan

On February 7, 2014, we repaid the entire $110.0 million outstanding principal balance of the 2012-2 Term Loan. The 2012-2 Term Loan accrued interest at SBA Senior Finance II's election at either the Base Rate plus a margin of 175 basis points (with a base rate floor of 2%) or Eurodollar Rate plus a margin of 275 basis points (with a Eurodollar Rate floor of 1%). As of December 31, 2013, the 2012-2 Term Loan was accruing interest at 3.75%.

2014 Term Loan

The 2014 Term Loan consists of a senior secured term loan with an initial aggregate principal amount of $1.5 billion that matures on March 24, 2021. The 2014 Term Loan accrues interest, at SBA Senior Finance II's election, at either the Base Rate plus 150 basis points (with a Base Rate floor of 1.75%) or the Eurodollar Rate plus 250 basis points (with a Eurodollar Rate floor of 0.75%). The 2014 Term Loan was issued at 99.75% of par value. As of December 31, 2014, the 2014 Term Loan was accruing interest at 3.25% per annum. Principal payments on the 2014 Term Loan commenced on September 30, 2014 and will be made in quarterly installments on the last day of each March, June, September, and December in an amount equal to $3.75 million. SBA

Senior Finance II has the ability to prepay any or all amounts under the 2014 Term Loan. We incurred deferred financing fees of approximately $12.9 million to date in relation to this transaction which are being amortized through the maturity date.

Net proceeds from the 2014 Term Loan were used (1) to repay in full the remaining $180.5 million balance of the 2011 Term Loan, (2) to repay in full the remaining $110.0 million balance of the 2012-2 Term Loan, (3) to repay the $390.0 million outstanding balance under the Revolving Credit Facility, (4) to pay the cash consideration in connection with our acquisition of towers from Oi S.A. in Brazil, and (5) for general corporate purposes.

During the year ended December 31, 2014, we repaid $7.5 million of principal on the 2014 Term Loan. As of December 31, 2014, the 2014 Term Loan had a principal balance of $1.5 billion.

Secured Tower Revenue Securities

Tower Revenue Securities Terms

The mortgage loan underlying the 2010 Tower Securities, 2012 Tower Securities, 2013 Tower Securities, and 2014 Tower Securities (together the "Tower Securities") will be paid from the operating cash flows from the aggregate 9,659 tower sites owned by the Borrowers. The mortgage loan is secured by (i) mortgages, deeds of trust, and deeds to secure debt on a substantial portion of the tower sites, (ii) a security interest in the tower sites and substantially all of the Borrowers' personal property and fixtures, (iii) the Borrowers' rights under certain tenant leases, and (iv) all of the proceeds of the foregoing. For each calendar month, SBA Network Management, Inc., an indirect subsidiary, is entitled to receive a management fee equal to 4.5% of the Borrowers' operating revenues for the immediately preceding calendar month.

The Borrowers may prepay any of the mortgage loan components, in whole or in part, with no prepayment consideration, (i) within nine months (in the case of the components corresponding to the 2010 Tower Securities), twelve months (in the case of the component corresponding to the 2012 Tower Securities, Secured Tower Revenue Securities Series 2013-1C, Secured Tower Revenue Securities Series 2013-1D, and Secured Tower Revenue Securities Series 2014-1C), or eighteen months (in the case of the components corresponding to the Secured Tower Revenue Securities Series 2013-2C and Secured Tower Revenue Securities Series 2014-2C) of the anticipated repayment date of such mortgage loan component, (ii) with proceeds received as a result of any condemnation or casualty of any tower owned by the Borrowers or (iii) during an amortization period. In all other circumstances, the Borrowers may prepay the mortgage loan, in whole or in part, upon payment of the applicable prepayment consideration. The prepayment consideration is determined based on the class of the Tower Securities to which the prepaid mortgage loan component corresponds and consists of an amount equal to the excess, if any, of (1) the present value associated with the portion of the principal balance being prepaid, calculated in accordance with the formula set forth in the mortgage loan agreement, on the date of prepayment of all future installments of principal and interest required to be paid from the date of prepayment to and including the first due date within nine months (in the case of the components corresponding to the 2010 Tower Securities), twelve months (in the case of the component corresponding to the 2012 Tower Securities, Secured Tower Revenue Securities Series 2013-1C, Secured Tower Revenue Securities Series 2013-1D, and Secured Tower Revenue Securities Series 2014-1C), or eighteen months (in the case of the components corresponding to the Secured Tower Revenue Securities Series 2013-2C and Secured Tower Revenue Securities Series 2014-2C) of the anticipated repayment date of such mortgage loan component over (2) that portion of the principal balance of such class prepaid on the date of such prepayment.

To the extent that the mortgage loan components corresponding to the Tower Securities are not fully repaid by their respective anticipated repayment dates, the interest rate of each such component will increase by the greater of (i) 5% and (ii) the amount, if any, by which the sum of (x) the ten-year U.S. treasury rate plus (y) the credit-based spread for such component (as set forth in the mortgage loan agreement) plus (z) 5%, exceeds the original interest rate for such component.

Pursuant to the terms of the Tower Securities, all rents and other sums due on any of the towers owned by the Borrowers are directly deposited by the lessees into a controlled deposit account and are held by the indenture trustee. The monies held by the indenture trustee after the release date are classified as restricted cash on the Consolidated Balance Sheets (see Note 4). However, if the Debt Service Coverage Ratio, defined as the net cash flow (as defined in the mortgage loan agreement) divided by the amount of interest on the mortgage loan, servicing fees and trustee fees that the Borrowers are required to pay over the succeeding twelve months, as of the end of any calendar quarter, falls to 1.30x or lower, then all cash flow in excess of amounts required to make debt service payments, to fund required reserves, to pay management fees and budgeted operating expenses and to make other payments required under the loan documents, referred to as "excess cash flow," will be deposited into a reserve account instead of being released to the Borrowers. The funds in the reserve account will not be released to the Borrowers unless the Debt Service Coverage Ratio exceeds 1.30x for two consecutive calendar quarters. If the Debt Service Coverage Ratio falls below 1.15x as of the end of any calendar quarter, then an "amortization period" will commence and all funds on deposit in the reserve account will be applied to

prepay the mortgage loan until such time that the Debt Service Coverage Ratio exceeds 1.15x for a calendar quarter. In addition, if either the 2010-2 Tower Securities, 2012 Tower Securities, 2013 Tower Securities, or the 2014 Tower Securities are not fully repaid by their respective anticipated repayment dates, the cash flow from the towers owned by the Borrowers will be trapped by the trustee for the Tower Securities and applied first to repay the interest, at the original interest rates, on the mortgage loan components underlying the Tower Securities, second to fund all reserve accounts and operating expenses associated with those towers, third to pay the management fees due to SBA Network Management, Inc., fourth to repay principal of the Tower Securities and fifth to repay the additional interest discussed above. The mortgage loan agreement, as amended, also includes covenants customary for mortgage loans subject to rated securitizations. Among other things, the Borrowers are prohibited from incurring other indebtedness for borrowed money or further encumbering their assets. As of December 31, 2014, the Borrowers met the required Debt Service Coverage Ratio as set forth in the mortgage loan agreement and were in compliance with all other covenants.

2010 Tower Securities

On April 16, 2010, we, through a New York common law trust (the "Trust"), issued $680.0 million of 2010-1 Tower Securities and $550.0 million of 2010-2 Tower Securities (together the "2010 Tower Securities"). The 2010-1 Tower Securities had an annual interest rate of 4.254% and the 2010-2 Tower Securities have an annual interest rate of 5.101%. The anticipated repayment date and the final maturity date for the 2010–1 Tower Securities were April 15, 2015 and April 16, 2040, respectively. The anticipated repayment date and the final maturity date for the 2010–2 Tower Securities are April 17, 2017 and April 15, 2042, respectively. The sole asset of the Trust consists of a non-recourse mortgage loan made in favor of the Borrowers (as defined below). We incurred deferred financing fees of $18.0 million in relation to this transaction which were being amortized through the anticipated repayment date of each of the 2010 Tower Securities.

On October 15, 2014, we repaid in full the 2010-1 Tower Securities with proceeds from the 2014 Tower Securities (defined below). In connection with the prepayment, we expensed $1.1 million of net deferred financing fees.

2012 Tower Securities

On August 9, 2012, we, through the Trust, issued $610.0 million of Secured Tower Revenue Securities Series 2012 (the "2012 Tower Securities") which have an anticipated repayment date of December 15, 2017 and a final maturity date of December 15, 2042. The fixed interest rate of the 2012 Tower Securities is 2.933% per annum, payable monthly. We incurred deferred financing fees of $14.9 million in relation to this transaction which are being amortized through the anticipated repayment date of the 2012 Tower Securities.

2013 Tower Securities

On April 18, 2013, we, through the Trust, issued $425.0 million of 2.240% Secured Tower Revenue Securities Series 2013-1C which have an anticipated repayment date of April 17, 2018 and a final maturity date of April 17, 2043, $575.0 million of 3.722% Secured Tower Revenue Securities Series 2013-2C which have an anticipated repayment date of April 17, 2023 and a final maturity date of April 17, 2048, and $330.0 million of 3.598% Secured Tower Revenue Securities Series 2013-1D which have an anticipated repayment date of April 17, 2018 and a final maturity date of April 17, 2043 (collectively the "2013 Tower Securities"). The aggregate $1.33 billion of 2013 Tower Securities have a blended interest rate of 3.218% and a weighted average life through the anticipated repayment date of 7.2 years. We incurred deferred financing fees of $25.5 million in relation to this transaction which are being amortized through the anticipated repayment date of each of the 2013 Tower Securities.

2014 Tower Securities

On October 15, 2014, we, through the Trust, issued $920.0 million of 2.898% Secured Tower Revenue Securities Series 2014-1C which have an anticipated repayment date and a final maturity date of October 15, 2019 and October 17, 2044 , respectively, and $620.0 million of 3.869% Secured Tower Revenue Securities Series 2014-2C which have an anticipated repayment date and a final maturity date of October 15, 2024 and October 15, 2049 , respectively, (collectively the "2014 Tower Securities"). The aggregate $1.54 billion of 2014 Tower Securities have a blended interest rate of 3.289% and a weighted average life through the anticipated repayment date of 7.0 years. Net proceeds from this offering were used to prepay in full $680.0 million of the 2010-1 Tower Securities and to repay the $300.0 million outstanding balance under the Revolving Credit Facility which had been drawn in order to partially repay the 4.0% Notes. The remaining net proceeds were used for general corporate purposes. We have incurred deferred financing fees in the aggregate of $21.8 million in relation to this transaction which are being amortized through the anticipated repayment date of each of the 2014 Tower Securities.

In connection with the issuance of the 2014 Tower Securities, SBA Properties, LLC, SBA Sites, LLC, SBA Structures, LLC, SBA Infrastructure, LLC, SBA Monarch Towers III, LLC, SBA 2012 TC Assets PR, LLC, SBA 2012 TC Assets, LLC, SBA Towers IV, LLC, SBA Monarch Towers I, LLC, SBA Towers USVI, Inc., SBA Towers VII, LLC and SBA GC Towers, LLC (collectively, the "Borrowers"), each an indirect subsidiary of SBAC, and Midland Loan Services, a division of PNC Bank, National Association, as servicer, on behalf of the Trustee entered into the Second Amended and Restated Loan and Security Agreement pursuant to which, among other things, (i) the existing Amended and Restated Loan and Security Agreement was amended and restated, (ii) the outstanding principal amount of the mortgage loan was increased by a net of $860 million (after giving effect to the repayment of the 2010-1 Tower Securities), as described above), and (iii) the Borrowers became jointly and severally liable for the aggregate $4.03 billion borrowed under the mortgage loan corresponding to the 2010-2 Tower Securities, 2012 Tower Securities, 2013 Tower Securities, and the newly issued 2014 Tower Securities.

4.0% Convertible Senior Notes due 2014

On April 24, 2009, we issued $500.0 million of 4.0% Convertible Senior Notes ("4.0% Notes") in a private placement transaction. Interest was payable semi-annually on April 1 and October 1.

The 4.0% Notes were convertible, at the holder's option, into shares of our Class A common stock, at an initial conversion rate of 32.9164 shares of our Class A common stock per $1,000 principal amount of 4.0% Notes (subject to certain customary adjustments), which is equivalent to an initial conversion price of approximately $30.38 per share or a 22.5% conversion premium based on the last reported sale price of $24.80 per share of our Class A common stock on the Nasdaq Global Select Market on April 20, 2009, the purchase agreement date.

Concurrently with the pricing of the 4.0% Notes, we entered into convertible note hedge and warrant transactions with affiliates of certain of the initial purchasers of the convertible notes. The initial strike price of the convertible note hedge transactions relating to the 4.0% Notes is $30.38 per share of our Class A common stock (the same as the initial conversion price of the 4.0% Notes) and the upper strike price of the warrant transactions is $44.64 per share.

Effective March 17, 2014, we elected to settle the principal amount of any conversions in cash and any additional conversion consideration at the conversion rate then applicable in shares of our Class A common stock. Concurrently with the settlement of any 4.0% Notes converted, we settled the associated convertible note hedges and received an equal number of shares to those issued to the noteholders.

During the year ended December 31, 2014, holders of the 4.0% Notes converted $499.9 million in principal which was settled for $499.7 million in cash and 11.7 million shares of our Class A common stock. Concurrently with the settlement of our conversion obligation, we settled the convertible note hedges receiving 11.7 million shares of our Class A common stock. As a result, our outstanding share count was not impacted by the conversion of these notes. The remaining $38,000 aggregate principal amount of 4.0% Notes that was not converted matured on October 1, 2014 and was settled in cash at principal plus accrued interest.

During the year ended December 31, 2014, we paid $885.0 million to early settle approximately 87% of the original warrants sold in connection with the issuance of the 4.0% Notes, representing approximately 14.4 million underlying shares of Class A common stock, originally scheduled to mature in the first quarter of 2015. Subsequent to December 31, 2014, we settled additional outstanding warrants for $82.7 million, representing approximately 1.2 million underlying shares. As of March 2, 2015, we have approximately 5% of the original warrants still outstanding representing approximately 0.9 million underlying shares, which will mature over the balance of the first quarter of 2015 and be settled by April 2, 2015.

Senior Notes

8.25% Senior Notes

On August 15, 2014, we used proceeds from the 4.875% Notes (defined below) to redeem the remaining $243.8 million principal balance and to pay $10.1 million as a premium on redemption of the 8.25% Notes.

5.75% Senior Notes

On July 13, 2012, Telecommunications issued $800.0 million of unsecured senior notes (the "5.75% Notes") due July 15, 2020. The Notes accrue interest at a rate of 5.75% and were issued at par. Interest on the 5.75% Notes is due semi-annually on July 15 and January 15 of each year beginning on January 15, 2013. We have incurred deferred financing fees of $14.0 million in relation to this

transaction which are being amortized through the maturity date. We used the net proceeds from this offering to (1) repay all amounts outstanding under the Mobilitie Bridge Loan and (2) repay all amounts outstanding under the Revolving Credit Facility. The remaining proceeds were used for general corporate purposes.

The 5.75% Notes are subject to redemption in whole or in part on or after July 15, 2016 at the redemption prices set forth in the indenture agreement plus accrued and unpaid interest. Prior to July 15, 2015, Telecommunications may at its option redeem up to 35% of the aggregate principal amount of the 5.75% Notes originally issued at a redemption price of 105.75% of the principal amount of the 5.75% Notes to be redeemed on the redemption date plus accrued and unpaid interest with the net proceeds of certain equity offerings. If redeemed during the twelve-month period beginning on July 15, 2016, July 15, 2017, or July 15, 2018 through maturity, the redemption price will be 102.875%, 101.438%, and 100.000%, respectively, of the principal amount of the 5.75% Notes to be redeemed on the redemption date plus accrued and unpaid interest.

SBAC is a holding company with no business operations of its own and its only significant asset is the outstanding capital stock of Telecommunications. Telecommunications is 100% owned by SBAC. SBAC has fully and unconditionally guaranteed the Senior Notes issued by Telecommunications.

5.625% Senior Notes

On September 28, 2012, we issued $500.0 million of unsecured senior notes (the "5.625% Notes") due October 1, 2019. The 5.625% Notes accrue interest at a rate of 5.625% per annum and were issued at par. Interest on the 5.625% Notes is due semi-annually on October 1 and April 1 of each year beginning on April 1, 2013. We have incurred deferred financing fees of $8.6 million in relation to this transaction which are being amortized through the maturity date. We used the proceeds from the issuance of the 5.625% Notes to pay a portion of the cash consideration in the TowerCo II Holdings LLC acquisition.

The 5.625% Notes are subject to redemption in whole or in part on or after October 1, 2016 at the redemption prices set forth in the indenture agreement plus accrued and unpaid interest. Prior to October 1, 2015, the Company may at its option redeem up to 35% of the aggregate principal amount of the 5.625% Notes originally issued at a redemption price of 105.625% of the principal amount of the 5.625% Notes to be redeemed on the redemption date plus accrued and unpaid interest with the net proceeds of certain equity offerings. If redeemed during the twelve-month period beginning on October 1, 2016, October 1, 2017, or October 1, 2018 until maturity, the redemption price will be 102.813%, 101.406%, and 100.000%, respectively, of the principal amount of the 5.625% Notes to be redeemed on the redemption date plus accrued and unpaid interest.

4.875% Senior Notes

On July 1, 2014, we issued $750.0 million of unsecured senior notes due July 15, 2022 (the "4.875% Notes"). The 4.875% Notes accrue interest at a rate of 4.875% per annum and were issued at 99.178% of par value. Interest on the 4.875% Notes is due semi-annually on January 15 and July 15 of each year beginning January 15, 2015. We incurred deferred financing fees of $11.5 million in relation to this transaction which are being amortized through the maturity date. Net proceeds from the 4.875% Notes were used to (i) redeem all of the 8.25% Notes due 2019 including the associated call premium for $253.0 million and (ii) pay the conversion obligations with respect to approximately $121.0 million aggregate principal amount of our 4.0% Notes. All remaining net proceeds were used for general corporate purposes.

In connection with the issuance of the 4.875% Notes, we entered into a Registration Rights Agreement (the "Registration Rights Agreement") with J.P. Morgan Securities LLC, as representative of the Initial Purchasers. Pursuant to the terms of the Registration Rights Agreement, we agreed to use our reasonable best efforts to file and have declared effective a registration statement with respect to an offer to exchange the 4.875% Notes for new notes registered under the Securities Act, and complete the exchange offer on or prior to June 26, 2015. If we fail to consummate the exchange by this date, we will be obligated to pay additional interest of 0.25% per annum for the first 90-day period and an additional 0.25% per annum with respect to each subsequent 90-day period thereafter, until our registration obligations are fulfilled, up to a maximum of 1.00% per annum.

The 4.875% Notes are subject to redemption in whole or in part on or after July 15, 2017 at the redemption prices set forth in the indenture agreement plus accrued and unpaid interest. Prior to July 15, 2017, we may at our option redeem up to 35% of the aggregate principal amount of the 4.875% Notes originally issued at a redemption price of 104.875% of the principal amount of the 4.875% Notes to be redeemed on the redemption date plus accrued and unpaid interest with the net proceeds of certain equity offerings. If redeemed during the twelve-month period beginning on July 15, 2017, July 15, 2018, July 15, 2019, or July 15, 2020 until maturity, the redemption price will be 103.656%, 102.438%, 101.219% and 100.000%, respectively, of the principal amount of the 4.875% Notes to be redeemed on the redemption date plus accrued and unpaid interest.

Indentures Governing Senior Notes

The Indentures governing the Senior Notes contain customary covenants, subject to a number of exceptions and qualifications, including restrictions on the ability of SBAC and Telecommunications to (1) incur additional indebtedness unless the Consolidated Indebtedness to Annualized Consolidated Adjusted EBITDA Ratio (as defined in the Indenture), pro forma for the additional indebtedness does not exceed, with respect to any fiscal quarter, 9.5x for SBAC and 7.5x for Telecommunications, (2) merge, consolidate or sell assets, (3) make restricted payments, including dividends or other distributions, (4) enter into transactions with affiliates, and (5) enter into sale and leaseback transactions and restrictions on the ability of the Restricted Subsidiaries of SBAC and Telecommunications (as defined in the Indentures) to incur liens securing indebtedness.

BNDES Loans

During 2013, we assumed several loans valued at $5.0 million as part of an acquisition in Brazil (the "BNDES Loans"). In April 2014, we repaid in full the $6.3 million outstanding balance of the BNDES Loans. The BNDES Loans had interest rates ranging from 2.5% to 6.5%.

Debt Service

As of December 31, 2014, we believe that our cash on hand, capacity available under our Revolving Credit Facility, and our cash flows from operations for the next twelve months will be sufficient to service our outstanding debt during the next twelve months.

The following table illustrates our estimate of our debt service requirement over the next twelve months based on the amounts outstanding as of December 31, 2014 and the interest rates accruing on those amounts on such date (in thousands):

5.625% Senior Notes due 2019	$ 28,125
5.750% Senior Notes due 2020	46,000
4.875% Senior Notes due 2022	36,563
5.101% Secured Tower Revenue Securities Series 2010-2	28,230
2.933% Secured Tower Revenue Securities Series 2012	18,085
2.240% Secured Tower Revenue Securities Series 2013-1C	9,655
3.722% Secured Tower Revenue Securities Series 2013-2C	21,584
3.598% Secured Tower Revenue Securities Series 2013-1D	11,978
2.898% Secured Tower Revenue Securities Series 2014-1C	26,954
3.869% Secured Tower Revenue Securities Series 2014-2C	24,185
Revolving Credit Facility (1)	5,595
2012-1 Term Loan A	21,947
2014 Term Loan B	63,323
Total debt service for next 12 months (2)	$ 342,224

(1) Prior to February 5, 2015, the Revolving Credit Agreement required SBA Senior Finance II to pay a commitment fee of 0.375% to 0.5%, depending on Borrower leverage, per annum on the amount of unused commitment. As amended February 5, 2015, the Revolving Credit Agreement reduced the commitment fee to 0.25% per annum on the amount of unused commitment. Furthermore, the amended Revolving Credit Agreement reduced the interest rate on borrowings between 0.375% and 0.5% depending on Borrower leverage. The amount above does not factor in the reduced commitment fee or interest rate.

(2) Total debt service excludes amounts necessary to settle the remaining 2.1 million warrants as of December 31, 2014 scheduled to settle during the first and second quarters of 2015.

Inflation

The impact of inflation on our operations has not been significant to date. However, we cannot assure you that a high rate of inflation in the future will not adversely affect our operating results particularly in light of the fact that our site leasing revenues are governed by long-term contracts with pre-determined pricing that we will not be able to increase in response to increases in inflation other than our contracts in Brazil which have inflationary index based rental escalators.

Commitments and Contractual Obligations

The following table summarizes our scheduled contractual commitments as of December 31, 2014:

	2015	2016	2017	2018	2019
			(in thousands)		
Debt	$ 32,500	$ 35,000	$ 1,435,000	$ 770,000	$ 1,435,000
Interest payments [1]	309,724	308,727	280,017	236,700	217,065
Operating leases	135,563	136,675	138,640	140,209	140,620
Capital leases	1,652	975	499	148	—
Employment agreements	1,950	700	700	—	—
Total contractual obligations	$ 481,389	$ 482,077	$ 1,854,856	$ 1,147,057	$ 1,792,685

(1) Represents interest payments based on the 2010-2 Tower Securities interest rate of 5.1010%, the 2012 Tower Securities interest rate of 2.933%, the 2013-1C Tower Securities interest rate of 2.240%, the 2013-2C Tower Securities interest rate of 3.722%, the 2013-1D Tower Securities interest rate of 3.598%, the 2014-1C Tower Securities interest rate of 2.898%, the 2014-2C Tower Securities interest rate of 3.869%, $50.0 million of the Revolving Credit Facility interest rate of 2.535% as of December 31, 2014, $75.0 million of the Revolving Credit Facility interest rate of 2.545% as of December 31, 2014, 2012-1 Term Loan at an interest rate of 2.67% as of December 31, 2014, the 2014 Term Loan at an interest rate of 3.25% as of December 31, 2014, and the Senior Notes interest rates of 5.625%, 5.750%. and 4.875%.

Off-Balance Sheet Arrangements

We are not involved in any off-balance sheet arrangements.

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

We are exposed to certain market risks that are inherent in our financial instruments. These instruments arise from transactions entered into in the normal course of business.

The following table presents the future principal payment obligations and fair values associated with our long-term debt instruments assuming our actual level of long-term indebtedness as of December 31, 2014:

	2015	2016	2017	2018	2019	Thereafter	Total	Fair Value
Debt:				(in thousands)				
5.625% Senior Notes due 2019	$ —	$ —	$ —	$ —	$ 500,000	$ —	$ 500,000	$ 511,250
5.750% Senior Notes due 2020	—	—	—	—	—	800,000	800,000	816,000
4.875% Senior Notes due 2022	—	—	—	—	—	750,000	750,000	721,875
5.101% 2010-2 Tower Securities [1]	—	—	550,000	—	—	—	550,000	576,901
2.933% 2012 Tower Securities [1]	—	—	610,000	—	—	—	610,000	620,175
2.240% 2013-1C Tower Securities [1]	—	—	—	425,000	—	—	425,000	420,776
3.722% 2013-2C Tower Securities [1]	—	—	—	—	—	575,000	575,000	584,344
3.598% 2013-1D Tower Securities [1]	—	—	—	330,000	—	—	330,000	330,551
2.898% 2014-1C Tower Securities [1]	—	—	—	—	920,000	—	920,000	920,515
3.869% 2014-2C Tower Securities [1]	—	—	—	—	—	620,000	620,000	629,474
Revolving Credit Facility [2]	—	—	125,000	—	—	—	125,000	125,000
2012-1 Term Loan	17,500	20,000	135,000	—	—	—	172,500	171,422
2014 Term Loan	15,000	15,000	15,000	15,000	15,000	1,417,500	1,492,500	1,458,919
Total debt obligation	$ 32,500	$ 35,000	$ 1,435,000	$ 770,000	$ 1,435,000	$ 4,162,500	$ 7,870,000	$ 7,887,202

(1) The anticipated repayment date and the final maturity date for the 2010-2 Tower Securities is April 17, 2017 and April 15, 2042, respectively.
The anticipated repayment date and the final maturity date for the 2012 Tower Securities is December 15, 2017 and December 15, 2042, respectively.
The anticipated repayment date and the final maturity date for the 2013-1C Tower Securities is April 17, 2018 and April 17, 2043, respectively.
The anticipated repayment date and the final maturity date for the 2013-2C Tower Securities is April 17, 2023 and April 17, 2048, respectively.
The anticipated repayment date and the final maturity date for the 2013-1D Tower Securities is April 17, 2018 and April 17, 2043, respectively.
The anticipated repayment date and the final maturity date for the 2014-1C Tower Securities is October 15, 2019 and October 17, 2044, respectively.
The anticipated repayment date and the final maturity date for the 2014-2C Tower Securities is October 15, 2024 and October 15, 2049, respectively.

(2) On February 5, 2015, the maturity date of the Revolving Credit Facility was extended to February 5, 2020.

Our current primary market risk exposure is interest rate risk relating to (1) our ability to refinance our debt at commercially reasonable rates, if at all, (2) interest rate risk relating to the impact of interest rate movements on our 2012-1 Term Loan and 2014 Term Loan and any borrowings that we may incur under our Revolving Credit Facility, which are at floating rates. We manage the interest rate risk on our outstanding debt through our large percentage of fixed rate debt. While we cannot predict our ability to refinance existing debt or the impact interest rate movements will have on our existing debt, we continue to evaluate our financial

position on an ongoing basis. In addition, in connection with our remaining outstanding warrants sold in connection with our convertible notes, we are subject to market risk associated with the market price of our common stock.

We are exposed to market risk from changes in foreign currency exchange rates in connection with our operations in Brazil, Canada, Costa Rica, Guatemala, and Nicaragua. In each of these countries, we pay most of our selling, general, and administrative expenses and a portion of our operating expenses, such as taxes and utilities incurred in the country in local currency. In addition, in Brazil and Canada, we receive significantly all of our revenue and pay significantly all of our operating expenses in local currency. All transactions denominated in currencies other than the U.S. Dollar are reported in U.S. Dollars at the applicable exchange rate. All assets and liabilities are translated into U.S. Dollars at exchange rates in effect at the end of the applicable fiscal reporting period and all revenues and expenses are translated at average rates for the period. The cumulative translation effect is included in equity as a component of Accumulated other comprehensive income (loss). For the year ended December 31, 2014, approximately 9.8% of our revenues and approximately 11.1% of our total operating expenses were denominated in foreign currencies.

We have performed a sensitivity analysis assuming a hypothetical 10% adverse movement in the Brazilian Real from the quoted foreign currency exchange rates at December 31, 2014. As of December 31, 2014, the analysis indicated that such an adverse movement would have caused our revenues and operating results to fluctuate by less than 1% for the year ended December 31, 2014.

Special Note Regarding Forward-Looking Statements

This annual report contains "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. These statements concern expectations, beliefs, projections, plans and strategies, anticipated events or trends and similar expressions concerning matters that are not historical facts. Specifically, this annual report contains forward-looking statements regarding:

- our expectations on the future growth and financial health of the wireless industry and the industry participants, and the drivers of such growth;
- our beliefs regarding our ability to capture and capitalize on industry growth and the impact of such growth on our financial and operational results;
- our expectations regarding the opportunities in the international wireless markets in which we currently operate or have targeted for growth, our beliefs regarding how we can capitalize on such opportunities, and our intent to continue expanding internationally through new builds and acquisitions;
- our expectation that over the long-term, site leasing revenues will continue to grow as wireless service providers lease additional antenna space on our towers due to increasing minutes of network use and data transfer, network expansion and network coverage requirements and the rate of such growth, on an organic basis, in our domestic and international segments;
- our belief that our site leasing business is characterized by stable and long-term recurring revenues, predictable operating costs, and minimal non-discretionary capital expenditures;
- our expectation that, due to the relatively young age and mix of our tower portfolio, future expenditures required to maintain these towers will be minimal;
- our expectation that we will grow our cash flows by adding tenants to our towers at minimal incremental costs and executing monetary amendments;
- our expectations regarding the churn rate of our non-iDEN tenant leases;
- our intent to grow our tower portfolio, domestically and internationally, and our expectations regarding the pace of such growth;
- our expectation that we will continue our ground lease purchase program and the estimates of the impact of such program on our financial results;

- our expectation that we will continue to incur losses;
- our expectations regarding our future cash capital expenditures, both discretionary and non-discretionary, including expenditures required to maintain, improve, and modify our towers, ground lease purchases, and general corporate expenditures, and the source of funds for these expenditures;
- our intended use of our liquidity;
- our expectations regarding our annual debt service in 2015 and thereafter, and our belief that our cash on hand, cash flows from operations for the next twelve months and availability under our Revolving Credit Facility will be sufficient to service our outstanding debt during the next twelve months;
- our belief regarding our credit risk; and
- our estimates regarding certain accounting and tax matters.

These forward-looking statements reflect our current views about future events and are subject to risks, uncertainties and assumptions. We wish to caution readers that certain important factors may have affected and could in the future affect our actual results and could cause actual results to differ significantly from those expressed in any forward-looking statement. The most important factors that could prevent us from achieving our goals, and cause the assumptions underlying forward-looking statements and the actual results to differ materially from those expressed in or implied by those forward-looking statements include, but are not limited to, the following:

- the impact of consolidation among wireless service providers on our leasing revenue;
- our ability to continue to comply with covenants and the terms of our credit instruments and our ability to obtain additional financing to fund our capital expenditures;
- our ability to successfully manage the risks associated with international operations, including risks relating to political or economic conditions, tax laws, currency restrictions, legal or judicial systems, and land ownership;
- our ability to successfully manage the risks associated with our acquisition initiatives, including our ability to effectively integrate acquired towers into our business and to achieve the financial results projected in our valuation models for the acquired towers;
- developments in the wireless communications industry in general, and for wireless communications infrastructure providers in particular, that may slow growth or affect the willingness or ability of the wireless service providers to expend capital to fund network expansion or enhancements;
- our ability to secure as many site leasing tenants as anticipated, recognize our expected economies of scale with respect to new tenants on our towers, and retain current leases on towers;
- our ability to secure and deliver anticipated services business at contemplated margins;
- our ability to build new towers, including our ability to identify and acquire land that would be attractive for our clients and to successfully and timely address zoning, permitting, weather, availability of labor and supplies and other issues that arise in connection with the building of new towers;
- competition for the acquisition of towers and other factors that may adversely affect our ability to purchase towers that meet our investment criteria and are available at prices which we believe will be accretive to our shareholders and allow us to maintain our long-term target leverage ratios;
- our ability to protect our rights to the land under our towers, and our ability to acquire land underneath our towers on terms that are accretive;

- our ability to sufficiently increase our revenues and maintain expenses and cash capital expenditures at appropriate levels to permit us to meet our anticipated uses of liquidity for operations, debt service and estimated portfolio growth;
- our ability to successfully estimate the impact of regulatory and litigation matters;
- our ability to successfully estimate the impact of certain accounting and tax matters, including the effect on our company of adopting certain accounting pronouncements and the availability of sufficient net operating losses to offset future taxable income;
- natural disasters and other unforeseen damage for which our insurance may not provide adequate coverage;
- a decrease in demand for our towers; and
- the introduction of new technologies or changes in a tenant's business model that may make our tower leasing business less desirable to potential tenants.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

Financial statements and supplementary data are on pages F-1 through F-40.

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

None.

ITEM 9A. CONTROLS AND PROCEDURES

Disclosure Controls and Procedures – We maintain disclosure controls and procedures that are designed to ensure that information required to be disclosed in our reports under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms, and that such information is accumulated and communicated to management, including our Chief Executive Officer ("CEO") and Chief Financial Officer ("CFO"), as appropriate, to allow timely decisions regarding required disclosure. In designing and evaluating the disclosure controls and procedures, management recognized that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives, as ours are designed to do, and management necessarily was required to apply its judgment in evaluating the cost-benefit relationship of possible controls and procedures.

In connection with the preparation of this Annual Report on Form 10-K, as of December 31, 2014, an evaluation was performed under the supervision and with the participation of our management, including the CEO and CFO, of the effectiveness of our disclosure controls and procedures (as defined in Rule 13a-15(e) under the Exchange Act). Based on such evaluation, our CEO and CFO concluded that, as of December 31, 2014, our disclosure controls and procedures were effective.

There has been no change in our internal control over financial reporting during the year ended December 31, 2014 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

Management's Annual Report on Internal Control over Financial Reporting – Management is responsible for establishing and maintaining adequate internal control over financial reporting, and for performing an assessment of the effectiveness of internal control over financial reporting as of December 31, 2014. Internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. Our system of internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of SBAC; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of SBAC are being made only in accordance with authorizations of management and directors of SBAC; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of SBAC's assets that could have a material effect on the financial statements.

Management performed an assessment of the effectiveness of SBAC's internal control over financial reporting as of December 31, 2014 based upon criteria in *Internal Control – Integrated Framework* (2013 Framework) issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). Based on our assessment, management determined that SBAC's internal control over financial reporting was effective as of December 31, 2014 based on the criteria in *Internal Control – Integrated Framework* (2013 Framework) issued by COSO.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Ernst & Young LLP, the independent registered certified public accounting firm that audited the financial statements included in this Annual Report on Form 10-K, has issued an attestation report on SBAC's internal control over financial reporting.

Report of Independent Registered Public Accounting Firm

The Board of Directors and Shareholders of SBA Communications Corporation and Subsidiaries

We have audited SBA Communications Corporation and Subsidiaries' internal control over financial reporting as of December 31, 2014, based on criteria established in Internal Control – Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) (the COSO criteria). SBA Communications Corporation and Subsidiaries' management is responsible for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Annual Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the company's internal control over financial reporting based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, SBA Communications Corporation and Subsidiaries maintained, in all material respects, effective internal control over financial reporting as of December 31, 2014, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated balance sheets of SBA Communications Corporation and Subsidiaries as of December 31, 2014 and 2013, and the related consolidated statements of operations, comprehensive loss, shareholders' equity (deficit) and cash flows for each of the three years in the period ended December 31, 2014 of SBA Communications Corporation and Subsidiaries and our report dated March 2, 2015 expressed an unqualified opinion thereon.

/s/ Ernst & Young LLP

Certified Public Accountants

Boca Raton, Florida
March 2, 2015

ITEM 9B. OTHER INFORMATION

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

(e) On October 30, 2014, we entered into an employment agreement with Jeffrey A. Stoops, our President and Chief Executive Officer. The agreement replaces his existing employment agreement entered into with him on July 1, 2011, which would have expired on December 31, 2014. The new employment agreement provides for Mr. Stoops to serve in his present position and expires on December 31, 2017.

Pursuant to the employment agreement, Mr. Stoops will receive an annual base salary of $700,000, which may be increased by the Board of Directors. In addition, Mr. Stoops will receive an annual bonus based on achievement of performance criteria established by the Compensation Committee of the Board of Directors. Mr. Stoops is eligible to receive a target bonus of 125% of base salary for 2014, and in subsequent years, the Compensation Committee will set Mr. Stoops' target bonus, which may be greater or less than 125% of Mr. Stoops' base salary for that year.

The employment agreement provides that upon termination of Mr. Stoops' employment without cause, or Mr. Stoops' resignation for good reason, Mr. Stoops is entitled to receive (i) an amount equal to the Applicable Multiple (as defined below) times the sum of his: (a) base salary for the year in which the termination or resignation occurs, (b) Reference Bonus (as defined below) and (c) Reference Benefits Value (as defined below), and (ii) a pro rata portion of the bonus for the year in which the termination or resignation occurs. The severance payments will be paid in a lump sum on the first business day of the third calendar month following the calendar month in which the termination or resignation is effective.

The Applicable Multiple means two, in the event the termination occurs prior to a change in control, and three, in the event the termination occurs on or after a change in control. Reference Benefits Value means the greater of (1) $33,560 and (2) the value of all medical, dental, health, life, and other fringe benefit plans for the year in which the termination or resignation occurs. Reference Bonus means the greater of (i) 75% of Mr. Stoops' target bonus for the year in which the termination or resignation occurs and (ii) 100% of the bonus for the year immediately preceding the year in which the termination or resignation occurred.

Upon a change in control, the agreement is automatically extended for three years. The employment agreement provides for noncompetition, noninterference, non-disparagement and nondisclosure covenants. Mr. Stoops' severance payment is subject to his execution of a full release and waiver of claims against us.

PART III

ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERANCE

We have adopted a Code of Ethics that applies to our Chief Executive Officer, Chief Financial Officer and Chief Accounting Officer. The Code of Ethics is located on our internet web site at www.sbasite.com under "Investor Relations – Corporate Governance – Governance Documents." We intend to provide disclosure of any amendments or waivers of our Code of Ethics on our website within four business days following the date of the amendment or waiver.

The remaining items required by Part III, Item 10 are incorporated herein by reference from the Registrant's Proxy Statement for its 2015 Annual Meeting of Shareholders to be filed on or before April 30, 2015.

ITEM 11. EXECUTIVE COMPENSATION

The items required by Part III, Item 11 are incorporated herein by reference from the Registrant's Proxy Statement for its 2015 Annual Meeting of Shareholders to be filed on or before April 30, 2015.

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

The items required by Part III, Item 12 are incorporated herein by reference from the Registrant's Proxy Statement for its 2015 Annual Meeting of Shareholders to be filed on or before April 30, 2015.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE

The items required by Part III, Item 13 are incorporated herein by reference from the Registrant's Proxy Statement for its 2015 Annual Meeting of Shareholders to be filed on or before April 30, 2015.

ITEM 14. PRINCIPAL ACCOUNTING FEES AND SERVICES

The items required by Part III, Item 14 are incorporated herein by reference from the Registrant's Proxy Statement for its 2015 Annual Meeting of Shareholders to be filed on or before April 30, 2015.

PART IV

ITEM 15. EXHIBITS, FINANCIAL STATEMENT SCHEDULES

(a) Documents filed as part of this report:

(1) Financial Statements

See Item 8 for Financial Statements included with this Annual Report on Form 10-K.

(2) Financial Statement Schedules

None.

(3) Exhibits

Exhibit Nb.	Exhibit Description	Incorporated by Reference Form	Period Covered or Date of Filing
2.1	Purchase and Sale Agreement, dated February 18, 2012, by and among SBA Communications Corporation, Monarch Towers Acquisition, LLC, Mobilitie Investments, LLC, Mobilitie Investments II, LLC, MPGJ-I, LLC, MPMA-I, LLC, MPGJ-II, LLC, and the Sellers identified on the signature pages thereto.	8-K	02/27/12
2.2	Agreement and Plan of Merger, dated June 25, 2012, by and among SBA Communications Corporation, SBA 2012 Acquisition, LLC, TowerCo II Holdings LLC and TowerCo III Holdings LLC.	8-K	06/28/12
3.4	Fourth Amended and Restated Articles of Incorporation, as Amended, of SBA Communications Corporation.	S-4 (333-166966)	05/19/10
3.5A	Amended and Restated Bylaws of SBA Communications Corporation, effective as of January 16, 2012.	8-K	02/01/12
4.15A	Form of Senior Indenture.	S-3ASR (333-179737)	02/27/12
4.16A	Form of Subordinated Indenture.	S-3ASR (333-179737)	02/27/12
4.17	Indenture, dated July 24, 2009, between SBA Communications Corporation and U.S. Bank National Association.	10-Q	Quarter ended June 30, 2009
4.18	Form of 8.000% Senior Notes due 2016 (included in Exhibit 4.17).	10-Q	Quarter ended June 30, 2009

4.19	Form of 8.250% Senior Notes due 2019 (included in Exhibit 4.17).	10-Q	Quarter ended June 30, 2009
4.20	Indenture, dated July 13, 2012, between SBA Telecommunications, Inc., SBA Communications Corporation and U.S. Bank National Association.	8-K	07/16/12
4.21	Form of 5.75% Senior Notes due 2020 (included in Exhibit 4.20).	8-K	07/16/12
4.22	Indenture, dated as of September 28, 2012, between SBA Communications Corporation and U.S. Bank National Association.	8-K	09/28/12
4.23	Form of 5.625% Senior Notes due 2019 (included in Exhibit 4.22).	8-K	09/28/12
4.24	Indenture, dated July 1, 2014, between SBA Communications Corporation and U.S. Bank National Association.	8-K	07/01/14
4.25	Form of 4.875% Senior Notes due 2022 (included in Exhibit 4.24).	8-K	07/01/14
10.1	SBA Communications Corporation Registration Rights Agreement dated as of March 5, 1997, among the Company, Steven E. Bernstein, Ronald G. Bizick, II and Robert Grobstein.	S-4 (333-50219)	04/15/98
10.2	Purchase Agreement, dated July 26, 2012, among SBA Senior Finance, LLC, Deutsche Bank Trust Company Americas, as trustee, and the several initial purchasers listed on Schedule I thereto.	10-Q	Quarter ended September 30, 2012
10.3	2015 Revolving Refinancing Amendment, dated as of February 5, 2015, among SBA Senior Finance II, as borrower, the several lenders from time to time parties thereto, and Toronto Dominion (Texas) LLC, as administrative agent.*		
10.4	Purchase Agreement, dated April 4, 2013, among SBA Senior Finance, LLC, Deutsche Bank Trust Company Americas, as trustee, and the several initial purchasers listed on Schedule I thereto.	8-K	04/23/13
10.7	Second Amended and Restated Credit Agreement, dated as of February 7, 2014, among SBA Senior Finance II LLC, as borrower, the several lenders from time to time parties thereto, Citigroup Global Capital Markets Inc. and Barclays Bank PLC, as incremental tranche B-1 term loan joint lead arrangers and syndication agents, Deutsche Bank Securities Inc., J.P. Morgan Securities LLC, TD Securities (USA) LLC, The Royal Bank of Scotland plc and Wells Fargo Securities, LLC, as co-incremental Tranche B-1 term loan documentation agents, and Toronto Dominion (Texas) LLC, as administrative agent.	8-K	02/13/14
10.8	Second Amended and Restated Guarantee and Collateral Agreement, dated as of February 7, 2014, among SBA Communications Corporation, SBA Telecommunications, LLC, SBA Senior Finance, LLC, SBA Senior Finance II LLC and certain of its subsidiaries, as identified in the Second Amended and Restated Guarantee and Collateral Agreement, in favor of Toronto Dominion (Texas) LLC, as administrative agent.	8-K	02/13/14
10.9	Purchase Agreement, dated June 17, 2014, among SBA Communications Corporation, U.S. Bank National Association, as trustee, and the several initial purchasers listed on Schedule I thereto.	8-K	06/23/14

10.10	Registration Rights Agreement, dated July 1, 2014, among SBA Communications Corporation and the several initial purchasers listed on Schedule I thereto.	8-K	07/01/14
10.11	Purchase Agreement, dated October 7, 2014, among SBA Senior Finance, LLC, Deutsche Bank Trust Company, as trustee, and several initial purchasers listed on Schedule I thereto.	8-K	10/10/14
10.12	Second Amended and Restated Loan and Security Agreement, dated as of October 15, 2014, among SBA Properties, LLC, SBA Sites, LLC, SBA Structures, LLC, SBA Infrastructure, LLC, SBA Monarch Towers III, LLC, SBA 2012 TC Assets PR, LLC, SBA 2012 TC Assets, LLC, SBA Towers IV, LLC, SBA Monarch Towers I, LLC, SBA Towers USVI, Inc., SBA GC Towers, LLC, SBA Towers VII, LLC and any Additional Borrower or Borrowers that may become a party thereto and Midland Loan Services, as Servicer on behalf of Deutsche Bank Trust Company Americas, as Trustee.	10-Q	Quarter ended September 30, 2014
10.33	2001 Equity Participation Plan as Amended and Restated on May 16, 2002.†	DEF 14A	04/16/02
10.35F	Employment Agreement, dated October 30, 2014, between SBA Communications Corporation and Jeffrey A. Stoops.†*		
10.50	Management Agreement, dated as of November 18, 2005, by and among SBA Properties, Inc., SBA Network Management, Inc. and SBA Senior Finance, Inc.	10-K	Year ended December 31, 2005
10.57C	Amended and Restated Employment Agreement, dated as of July 30, 2012, between SBA Communications Corporation and Kurt L. Bagwell.†	10-Q	Quarter ended June 30, 2012
10.58C	Amended and Restated Employment Agreement, dated as of July 30, 2012, between SBA Communications Corporation and Thomas P. Hunt.†	10-Q	Quarter ended June 30, 2012
10.60	Joinder and Amendment to Management Agreement, dated November 6, 2006, by and among SBA Properties, Inc., SBA Towers, Inc., SBA Puerto Rico, Inc., SBA Sites, Inc., SBA Towers USVI, Inc., and SBA Structures, Inc., and SBA Network Management, Inc., and SBA Senior Finance, Inc.	10-K	Year ended December 31, 2006
10.75A	SBA Communications Corporation 2008 Employee Stock Purchase Plan, as amended on May 4, 2011.†	10-Q	Quarter ended June 30, 2011
10.76	Form of Indemnification Agreement dated January 15, 2009 between SBA Communications Corporation and its directors and certain officers.	10-K	Year ended December 31, 2008
10.79	Form of Convertible Bond Hedge Transaction Agreement entered into by SBA Communications Corporation with each of Citibank, N.A., Barclays Bank PLC, Deutsche Bank AG, London Branch, JP Morgan Chase Bank, National Association and Wachovia Capital Markets, LLC.	10-Q	Quarter ended March 31, 2009
10.80	Form of Issuer Warrant Transaction Letter Agreement entered into by SBA Communications Corporation with each of Citibank, N.A., Barclays Bank PLC, Deutsche Bank AG, London Branch, JP Morgan Chase Bank, National Association and Wachovia Capital Markets, LLC.	10-Q	Quarter ended March 31, 2009
10.85B	Amended and Restated Employment Agreement, dated as of July 30, 2012, between SBA Communications Corporation and Brendan T. Cavanagh.†	10-Q	Quarter ended June 30, 2012

10.89	SBA Communications Corporation 2010 Performance and Equity Incentive Plan.†	S-8 (333-166969)	05/20/10
10.92	Credit Agreement, dated as of April 2, 2012, among SBA Monarch Acquisition, LLC (formerly known as Monarch Towers Acquisition, LLC), as borrower, the several lenders from time to time parties thereto, JPMorgan Chase Bank, N.A., as administrative agent, and J.P. Morgan Securities LLC and Barclays Bank PLC, as joint lead arrangers and bookrunners.	8-K	04/02/12
10.93	Guarantee and Collateral Agreement, dated as of April 2, 2012, among SBA Telecommunications, Inc., SBA Monarch Acquisition, LLC (formerly known as Monarch Towers Acquisition, LLC) and certain of its subsidiaries, in favor of JPMorgan Chase Bank, N.A., as administrative agent.	8-K	04/02/12
10.96	Purchase Agreement, dated July 10, 2012, among SBA Communications Corporation, SBA Telecommunications, Inc. and J.P. Morgan Securities LLC, as representative of the several initial purchasers listed on Schedule 1 thereto.	8-K	07/16/12
10.97	Registration Rights Agreement, dated July 13, 2012, among SBA Communications Corporation, SBA Telecommunications, Inc. and J.P. Morgan Securities LLC, as representative of the several initial purchasers listed on Schedule 2 thereto.	8-K	07/16/12
10.98	Purchase Agreement, dated September 20, 2012, between SBA Communications Corporation and J.P. Morgan Securities LLC, as representative of the several initial purchasers listed on Schedule 1 thereto.	8-K	09/26/12
10.99	Registration Rights Agreement, dated September 28, 2012, between SBA Communications Corporation and J.P. Morgan Securities LLC, as representative of the several initial purchasers listed on Schedule 2 thereto.	8-K	09/28/12
21	Subsidiaries.*		
23.1	Consent of Ernst & Young LLP.*		
31.1	Certification by Jeffrey A. Stoops, Chief Executive Officer, pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.*		
31.2	Certification by Brendan T. Cavanagh, Chief Financial Officer, pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.*		
32.1	Certification by Jeffrey A. Stoops, Chief Executive Officer, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.*		
32.2	Certification by Brendan T. Cavanagh, Chief Financial Officer, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.*		
101.INS	XBRL Instance Document.**		
101.SCH	XBRL Taxonomy Extension Schema Document.**		
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document.**		
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document.**		

101.LAB XBRL Taxonomy Extension Label Linkbase Document.**

101.PRE XBRL Taxonomy Extension Presentation Linkbase Document.**

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† Management contract or compensatory plan or arrangement.
* Filed herewith.
** Furnished herewith.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

SBA COMMUNICATIONS CORPORATION

By: /s/ Jeffrey A. Stoops

Jeffrey A. Stoops

Chief Executive Officer and President

Date: March 2, 2015

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Steven E. Bernstein Steven E. Bernstein	Chairman of the Board of Directors	March 2, 2015
/s/ Jeffrey A. Stoops Jeffrey A. Stoops	Chief Executive Officer and President (Principal Executive Officer)	March 2, 2015
/s/ Brendan T. Cavanagh Brendan T. Cavanagh	Chief Financial Officer and Executive Vice President (Principal Financial Officer)	March 2, 2015
/s/ Brian D. Lazarus Brian D. Lazarus	Chief Accounting Officer and Senior Vice President (Principal Accounting Officer)	March 2, 2015
/s/ Brian C. Carr Brian C. Carr	Director	March 2, 2015
/s/ Duncan H. Cocroft Duncan H. Cocroft	Director	March 2, 2015
/s/ George R. Krouse Jr. George R. Krouse Jr.	Director	March 2, 2015
/s/ Jack Langer Jack Langer	Director	March 2, 2015
/s/ Kevin L. Beebe Kevin L. Beebe	Director	March 2, 2015

SBA COMMUNICATIONS CORPORATION AND SUBSIDIARIES

CONSOLIDATED FINANCIAL STATEMENTS

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REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

The Board of Directors and Shareholders of SBA Communications Corporation and Subsidiaries

We have audited the accompanying consolidated balance sheets of SBA Communications Corporation and Subsidiaries as of December 31, 2014 and 2013, and the related consolidated statements of operations, comprehensive loss, shareholders' equity (deficit) and cash flows for each of the three years in the period ended December 31, 2014. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of SBA Communications Corporation and Subsidiaries at December 31, 2014 and 2013, and the consolidated results of their operations and their cash flows for each of the three years in the period ended December 31, 2014, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), SBA Communications Corporation and Subsidiaries' internal control over financial reporting as of December 31, 2014, based on criteria established in Internal Control – Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework), and our report dated March 2, 2015 expressed an unqualified opinion thereon.

/s/ Ernst & Young LLP
Certified Public Accountants

Boca Raton, Florida
March 2, 2015

SBA COMMUNICATIONS CORPORATION AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS
(in thousands, except par values)

	December 31, 2014	December 31, 2013
ASSETS		
Current assets:		
Cash and cash equivalents	$ 39,443	$ 122,112
Restricted cash	52,519	47,305
Short-term investments	5,549	5,446
Accounts receivable, net of allowance of $889 and $686 at December 31, 2014 and December 31, 2013, respectively	104,268	71,339
Costs and estimated earnings in excess of billings on uncompleted contracts	30,078	27,864
Prepaid expenses and other current assets	95,031	69,586
Total current assets	326,888	343,652
Property and equipment, net	2,762,417	2,578,444
Intangible assets, net	4,189,540	3,387,198
Deferred financing fees, net	95,237	73,042
Other assets	467,043	400,852
Total assets	$ 7,841,125	$ 6,783,188
LIABILITIES AND SHAREHOLDERS' EQUITY (DEFICIT)		
Current Liabilities:		
Accounts payable	$ 42,851	$ 24,302
Accrued expenses	65,553	86,131
Current maturities of long-term debt	32,500	481,886
Deferred revenue	120,047	94,658
Accrued interest	53,178	46,689
Other current liabilities	16,921	14,007
Total current liabilities	331,050	747,673
Long-term liabilities:		
Long-term debt	7,828,299	5,394,721
Other long-term liabilities	342,576	283,828
Total long-term liabilities	8,170,875	5,678,549
Shareholders' (deficit) equity:		
Preferred stock - par value $.01, 30,000 shares authorized, no shares issued or outstanding	—	—
Common stock - Class A, par value $.01, 400,000 shares authorized, 129,134 and 128,432 shares issued and outstanding at December 31, 2014 and December 31, 2013, respectively	1,291	1,284
Additional paid-in capital	2,062,775	2,907,446
Accumulated deficit	(2,542,380)	(2,518,085)
Accumulated other comprehensive loss, net	(182,486)	(33,679)
Total shareholders' (deficit) equity	(660,800)	356,966
Total liabilities and shareholders' (deficit) equity	$ 7,841,125	$ 6,783,188

The accompanying notes are an integral part of these consolidated financial statements.

SBA COMMUNICATIONS CORPORATION AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF OPERATIONS
(in thousands, except per share amounts)

	For the year ended December 31,		
	2014	2013	2012
Revenues:			
Site leasing	$ 1,360,202	$ 1,133,013	$ 846,094
Site development	166,794	171,853	107,990
Total revenues	1,526,996	1,304,866	954,084
Operating expenses:			
Cost of revenues (exclusive of depreciation, accretion, and amortization shown below):			
Cost of site leasing	301,313	270,772	188,951
Cost of site development	127,172	137,481	90,556
Selling, general, and administrative	103,317	85,476	72,148
Acquisition related adjustments and expenses	7,798	19,198	40,433
Asset impairment and decommission costs	23,801	28,960	6,383
Depreciation, accretion, and amortization	627,072	533,334	408,467
Total operating expenses	1,190,473	1,075,221	806,938
Operating income	336,523	229,645	147,146
Other income (expense):			
Interest income	677	1,794	1,128
Interest expense	(292,600)	(249,051)	(196,241)
Non-cash interest expense	(27,112)	(49,085)	(70,110)
Amortization of deferred financing fees	(17,572)	(15,560)	(12,870)
Loss from extinguishment of debt, net	(26,204)	(6,099)	(51,799)
Other income, net	10,628	31,138	5,654
Total other expense, net	(352,183)	(286,863)	(324,238)
Loss before provision for income taxes	(15,660)	(57,218)	(177,092)
(Provision) benefit for income taxes	(8,635)	1,309	(6,594)
Net loss from continuing operations	(24,295)	(55,909)	(183,686)
Income from discontinued operations, net of income taxes	—	—	2,296
Net loss	(24,295)	(55,909)	(181,390)
Net loss attributable to the noncontrolling interest	—	—	353
Net loss attributable to SBA Communications Corporation	$ (24,295)	$ (55,909)	$ (181,037)
Basic and diluted per common share amounts:			
Loss from continuing operations	$ (0.19)	$ (0.44)	$ (1.53)
Income from discontinued operations	—	—	0.02
Net loss per common share	$ (0.19)	$ (0.44)	$ (1.51)
Basic and diluted weighted average number of common shares	128,919	127,769	120,280

The accompanying notes are an integral part of these consolidated financial statements.

SBA COMMUNICATIONS CORPORATION AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF COMPREHENSIVE LOSS
FOR THE YEARS ENDED December 31, 2014, 2013 AND 2012
(in thousands)

	For the year ended December 31,		
	2014	2013	2012
Net loss from continuing operations	$ (24,295)	$ (55,909)	$ (183,686)
Income from discontinued operations, net of taxes	—	—	2,296
Foreign currency translation adjustments	(148,807)	(36,470)	2,306
Comprehensive loss	(173,102)	(92,379)	(179,084)
Comprehensive loss attributable to noncontrolling interest	—	—	353
Comprehensive loss attributable to SBA Communications Corporation	$ (173,102)	$ (92,379)	$ (178,731)

The accompanying condensed notes are an integral part of these consolidated financial statements.

SBA COMMUNICATIONS CORPORATION AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY (DEFICIT)
FOR THE YEARS ENDED December 31, 2014, 2013 AND 2012
(in thousands)

	Class A Common Stock		Additional Paid-In	Accumulated	Accumulated Other Comprehensive	
	Shares	Amount	Capital	Deficit	(Loss) Income	Total
BALANCE, December 31, 2011	109,675	$ 1,097	$ 2,268,244	$ (2,281,139)	$ 485	$ (11,313)
Net loss attributable to SBA Communications	—	—	—	(181,037)	—	(181,037)
Common stock issued in connection with stock option plans/restriction lapse	1,414	14	31,138	—	—	31,152
Non-cash stock compensation	—	—	14,202	—	—	14,202
Equity component related to repurchase of convertible debt	—	—	(41,569)	—	—	(41,569)
Common stock issued in connection with acquisitions	9,839	98	555,280	—	—	555,378
Proceeds from sale of common stock	6,005	60	283,812	—	—	283,872
Foreign currency translation adjustments	—	—	—	—	2,306	2,306
BALANCE, December 31, 2012	126,933	1,269	3,111,107	(2,462,176)	2,791	652,991
Net loss attributable to SBA Communications	—	—	—	(55,909)	—	(55,909)
Common stock issued in connection with stock purchase/option plans	740	7	10,198	—	—	10,205
Non-cash stock compensation	—	—	17,422	—	—	17,422
Adjustment associated with the acquisition of noncontrolling interest	—	—	5,703	—	—	5,703
Settlement of convertible notes	439	4	(321,925)	—	—	(321,921)
Settlement of convertible note hedges	(82)	—	182,856	—	—	182,856
Settlement of common stock warrants	402	4	(97,915)	—	—	(97,911)
Foreign currency translation adjustments	—	—	—	—	(36,470)	(36,470)
BALANCE, December 31, 2013	128,432	1,284	2,907,446	(2,518,085)	(33,679)	356,966
Net loss attributable to SBA Communications	—	—	—	(24,295)	—	(24,295)
Common stock issued in connection with stock purchase/option plans	696	7	7,741	—	—	7,748
Non-cash stock compensation	—	—	22,999	—	—	22,999
Settlement of convertible notes	11,742	117	9,450	—	—	9,567
Settlement of convertible note hedges	(11,737)	(117)	124	—	—	7
Settlement of common stock warrants	1	—	(884,985)	—	—	(884,985)
Foreign currency translation adjustments	—	—	—	—	(148,807)	(148,807)
BALANCE, December 31, 2014	129,134	$ 1,291	$ 2,062,775	$ (2,542,380)	$ (182,486)	$ (660,800)

The accompanying notes are an integral part of these consolidated financial statements

SBA COMMUNICATIONS CORPORATION AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS (in thousands)

	For the year ended December 31,		
	2014	2013	2012
CASH FLOWS FROM OPERATING ACTIVITIES:			
Net loss	$ (24,295)	$ (55,909)	$ (181,390)
Adjustments to reconcile net loss to net cash provided by operating activities:			
Income from discontinued operations, net of income taxes	—	—	(2,296)
Depreciation, accretion, and amortization	627,072	533,334	408,467
Non-cash interest expense	27,112	49,085	70,110
Deferred income tax (benefit) expense	530	(6,642)	1,360
Non-cash asset impairment and decommission costs	18,384	23,819	6,383
Non-cash compensation expense	22,671	17,205	13,968
Amortization of deferred financing fees	17,572	15,560	12,870
Loss from extinguishment of debt, net	26,204	6,099	51,799
Other non-cash items reflected in the Statements of Operations	(14,776)	(29,780)	(4,525)
Changes in operating assets and liabilities, net of acquisitions:			
AR and costs and est. earnings in excess of billings on uncompleted contracts, net	(36,245)	(29,097)	(18,804)
Prepaid expenses and other assets	(64,882)	(81,458)	(82,759)
Accounts payable and accrued expenses	5,475	7,711	21,341
Other liabilities	66,821	47,660	44,390
Net cash provided by operating activities	671,643	497,587	340,914
CASH FLOWS FROM INVESTING ACTIVITIES:			
Acquisitions	(1,585,222)	(677,379)	(2,252,724)
Capital expenditures	(211,251)	(168,893)	(113,265)
Other investing activities	36,346	29,074	96,869
Net cash used in investing activities	(1,760,127)	(817,198)	(2,269,120)
CASH FLOWS FROM FINANCING ACTIVITIES:			
Borrowings under Revolving Credit Facility	700,000	340,000	584,000
Repayments under Revolving Credit Facility	(790,000)	(225,000)	(484,000)
Repayment of Term Loans	(310,500)	(512,000)	(10,000)
Proceeds from Term Loans, net of fees	1,483,337	—	493,107
Payments on settlement of convertible debt	(499,721)	(794,997)	(107,493)
Proceeds from settlement of convertible note hedges	7	182,855	—
Payments for settlement of common stock warrants	(884,985)	(97,912)	—
Payment for the redemption of 8.0% Notes and 8.25% Notes	(253,805)	—	(542,203)
Proceeds from 5.625%, 5.75%, and 4.875% Senior Notes, net of fees	732,325	—	1,277,729
Proceeds from issuance of Tower Securities	1,518,229	1,304,665	596,083
Repayment of 2010 Tower Securities	(680,000)	—	—
Proceeds from sale of common stock, net of fees	—	—	283,872
Proceeds from Mobilitie Bridge Loan, net of fees	—	—	395,000
Repayment of Mobilitie Bridge Loan	—	—	(400,000)
Other financing activities	(23,049)	13,226	24,386
Net cash provided by financing activities	991,838	210,837	2,110,481
Effect of exchange rate changes on cash and cash equivalents	13,977	(2,213)	1,212
Net cash provided by discontinued operations:			
Operating Activities	—	—	2,296
NET (DECREASE) INCREASE IN CASH AND CASH EQUIVALENTS	(82,669)	(110,987)	185,783
CASH AND CASH EQUIVALENTS:			
Beginning of year	122,112	233,099	47,316
End of year	$ 39,443	$ 122,112	$ 233,099

(continued)

SBA COMMUNICATIONS CORPORATION AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS
(in thousands)

	For the year ended December 31,		
	2014	2013	2012
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:			
Cash paid during the period for:			
Interest	$ 278,359	$ 244,123	$ 182,474
Income taxes	$ 7,525	$ 6,645	$ 5,304
SUPPLEMENTAL CASH FLOW INFORMATION OF NON-CASH ACTIVITIES:			
Assets acquired through capital leases	$ 1,290	$ 1,239	$ 2,509
Issuance of stock for acquisitions	$ —	$ —	$ 555,378
Issuance of stock for conversion of debt, hedges, and warrants	$ 229	$ 18,159	$ —
Promissory note received in connection with disposition of DAS assets	$ —	$ —	$ 25,000
Deferred payment on Brazil acquired assets	$ —	$ —	$ 175,890

The accompanying condensed notes are an integral part of these consolidated financial statements.

SBA COMMUNICATIONS CORPORATION AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

1. GENERAL

SBA Communications Corporation (the "Company" or "SBAC") was incorporated in the State of Florida in March 1997. The Company is a holding company that holds all of the outstanding capital stock of SBA Telecommunications, LLC (formerly known as SBA Telecommunications, Inc.) ("Telecommunications"). Telecommunications is a holding company that holds the outstanding capital stock of SBA Senior Finance, LLC (formerly known as SBA Senior Finance, Inc.) ("SBA Senior Finance"), SBA Towers V, LLC ("SBA Towers V"), and SBA Towers VI, LLC ("SBA Towers VI"), operating subsidiaries which are not a party to any loan agreement. SBA Senior Finance is a holding company that holds, directly or indirectly, the equity interest in certain subsidiaries that issued the Tower Securities (see Note 13) and certain subsidiaries that were not involved in the issuance of the Tower Securities. With respect to the subsidiaries involved in the issuance of the Tower Securities, SBA Senior Finance is the sole member of SBA Holdings, LLC and SBA Depositor, LLC. SBA Holdings, LLC is the sole member of SBA Guarantor, LLC. SBA Guarantor, LLC directly or indirectly holds all of the capital stock of the companies referred to as the "Borrowers" under the Tower Securities. With respect to subsidiaries not involved in the issuance of the Tower Securities, SBA Senior Finance holds all of the membership interests in SBA Senior Finance II, LLC ("SBA Senior Finance II") and certain non-operating subsidiaries. SBA Senior Finance II holds, directly or indirectly, all the capital stock of the International subsidiaries, and certain other tower companies (known as "Tower Companies"). SBA Senior Finance II also holds, directly or indirectly, all the capital stock and/or membership interests of certain other subsidiaries involved in providing services, including SBA Network Services, LLC (formerly known as SBA Network Services, Inc.) ("Network Services") as well as SBA Network Management, Inc. ("Network Management") which manages and administers the operations of the Borrowers.

As of December 31, 2014, the Company owned and operated wireless towers in the United States and its territories. In addition, the Company owned towers in Brazil, Canada, Costa Rica, El Salvador, Guatemala, Nicaragua, and Panama. Space on these towers is leased primarily to wireless service providers. As of December 31, 2014, the Company owned and operated 24,292 towers.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A summary of the significant accounting policies applied in the preparation of the accompanying consolidated financial statements is as follows:

Principles of Consolidation

The consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP") and include the Company and its majority and wholly-owned subsidiaries. All significant intercompany accounts and transactions have been eliminated in consolidation.

Use of Estimates

The preparation of the consolidated financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the amounts reported in the consolidated financial statements and accompanying notes. The significant estimates made by management relate to the allowance for doubtful accounts, the costs and revenue relating to the Company's construction contracts, stock-based compensation assumptions, valuation allowance related to deferred tax assets, fair value of long-lived assets, the useful lives of towers and intangible assets, anticipated property tax assessments, fair value of investments and asset retirement obligations. Management develops estimates based on historical experience and on various assumptions about the future that are believed to be reasonable based on the information available. These estimates ultimately may differ from actual results and such differences could be material.

Cash and Cash Equivalents

Cash and cash equivalents consist primarily of cash in banks, money market funds, commercial paper and other marketable securities with an original maturity of three months or less at the time of purchase. These investments are carried at cost, which approximates fair value.

Investments

Investment securities with original maturities of more than three months but less than one year at time of purchase are considered short-term investments. The Company's short-term investments primarily consist of certificates of deposit with maturities of less than a year. Investment securities with maturities of more than a year are considered long-term investments and are classified in other assets on the accompanying Consolidated Balance Sheets. Long-term investments primarily consist of U.S. Treasuries, mutual funds, and preferred securities. Gross purchases and sales of the Company's investments are presented within "Cash flows from investing activities" on the Company's Consolidated Statements of Cash Flows.

The Company accounts for its investments in privately held companies under the cost method as it does not exert significant influence. During the year ended December 31, 2014, the Company sold an investment with a carrying value of $8.4 million for $20.9 million which is reflected in Net cash used in investing activities on the Consolidated Statements of Cash Flows and recorded a gain of $12.5 million which is reflected in Other income, net in the accompanying Consolidated Statement of Operations. The aggregate carrying value of the Company's cost-method investments was approximately $43.3 million and $51.7 million as of December 31, 2014 and 2013, respectively, and is classified within other assets on the Company's consolidated balance sheets.

The Company evaluates its cost-method investments for impairment at least annually. The Company determines the fair value of its cost-method investments by considering available evidence, including general market conditions, the investee's financial condition, near-term prospects, market comparables and subsequent rounds of financing. The Company measures and records its cost-method investments at fair value when they are deemed to be other-than-temporarily impaired. The Company did not recognize any impairment loss associated with its cost-method investments during the years ended December 31, 2014, 2013, and 2012.

Restricted Cash

The Company classifies all cash pledged as collateral to secure certain obligations and all cash whose use is limited as restricted cash. This includes cash held in escrow to fund certain reserve accounts relating to the Tower Securities as well as for payment and performance bonds and surety bonds issued for the benefit of the Company in the ordinary course of business (see Note 4).

Property and Equipment

Property and equipment are recorded at cost or at estimated fair value (in the case of acquired properties), adjusted for asset impairment and estimated asset retirement obligations. Costs for self-constructed towers include direct materials and labor, indirect costs and capitalized interest. Approximately $0.3 million, $0.1 million, and $0.3 million of interest cost was capitalized in 2014, 2013 and 2012, respectively.

Depreciation on towers and related components is provided using the straight-line method over the estimated useful lives, not to exceed the minimum lease term of the underlying ground lease. The Company defines the minimum lease term as the shorter of the period from lease inception through the end of the term of all tenant lease obligations in existence at ground lease inception, including renewal periods, or the ground lease term, including renewal periods. If no tenant lease obligation exists at the date of ground lease inception, the initial term of the ground lease is considered the minimum lease term. Leasehold improvements are amortized on a straight-line basis over the shorter of the useful life of the improvement or the minimum lease term of the lease. For all other property and equipment, depreciation is provided using the straight-line method over the estimated useful lives.

The Company performs ongoing evaluations of the estimated useful lives of its property and equipment for depreciation purposes. The estimated useful lives are determined and continually evaluated based on the period over which services are expected to be rendered by the asset. If the useful lives of assets are reduced, depreciation may be accelerated in future years. Property and equipment under capital leases are amortized on a straight-line basis over the term of the lease or the remaining estimated life of the leased property, whichever is shorter, and the related amortization is included in depreciation expense. Expenditures for maintenance and repair are expensed as incurred.

Asset classes and related estimated useful lives are as follows:

Towers and related components	3 - 15 years
Furniture, equipment and vehicles	2 - 7 years
Buildings and improvements	5 - 10 years

Betterments, improvements, and significant repairs, which increase the value or extend the life of an asset, are capitalized and depreciated over the remaining estimated useful life of the respective asset. Changes in an asset's estimated useful life are accounted for prospectively, with the book value of the asset at the time of the change being depreciated over the revised remaining useful life. There has been no material impact for changes in estimated useful lives for any years presented.

Deferred Financing Fees

Financing fees related to the issuance of debt have been deferred and are being amortized using the effective interest rate method over the expected duration of the related indebtedness (see Note 13).

Deferred Lease Costs

The Company defers certain initial direct costs associated with the origination of tenant leases and lease amendments and amortizes these costs over the initial lease term or over the lease term remaining if related to a lease amendment. Such deferred costs were approximately $12.4 million, $12.8 million, and $10.2 million in 2014, 2013, and 2012, respectively. Amortization expense was $6.8 million, $5.5 million, and $4.6 million for the years ended December 31, 2014, 2013 and 2012, respectively, and is included in cost of site leasing on the accompanying Consolidated Statements of Operations. As of December 31, 2014 and 2013, unamortized deferred lease costs were $28.5 million and $22.9 million, respectively, and are included in other assets on the accompanying Consolidated Balance Sheets.

Intangible Assets

The Company classifies as intangible assets the fair value of current leases in place at the acquisition date of towers and related assets (referred to as the "Current contract intangibles"), and the fair value of future tenant leases anticipated to be added to the acquired towers (referred to as the "Network location intangibles"). These intangibles are estimated to have a useful life consistent with the useful life of the related tower assets, which is typically 15 years. For all intangible assets, amortization is provided using the straight-line method over the estimated useful lives as the benefit associated with these intangible assets is anticipated to be derived evenly over the life of the asset.

Impairment of Long-Lived Assets

The Company evaluates its individual long-lived and related assets with finite lives for indicators of impairment to determine when an impairment analysis should be performed. The Company evaluates its tower assets and Current contract intangibles at the tower level, which is the lowest level for which identifiable cash flows exists. The Company evaluates its Network location intangibles for impairment at the tower leasing business level whenever indicators of impairment are present. The Company has established a policy to at least annually evaluate its tower assets and Current contract intangibles for impairment.

The Company records an impairment charge when the Company believes an investment in towers or related assets has been impaired, such that future undiscounted cash flows would not recover the then current carrying value of the investment in the tower and related intangible. If the future undiscounted cash flows are lower than the carrying value of the investment in the tower and related intangible, the Company calculates future discounted cash flows and compares those amounts to the carrying value. The Company records an impairment charge for any amounts lower than the carrying value. Estimates and assumptions inherent in the impairment evaluation include, but are not limited to, general market and economic conditions, historical operating results, geographic location, lease-up potential and expected timing of lease-up. In addition, the Company makes certain assumptions in determining an asset's fair value for the purpose of calculating the amount of an impairment charge. The Company recorded asset impairment and decommission costs of $23.8 million, $29.0 million, and $6.4 million for the years ended December 31, 2014, 2013 and 2012, respectively, which includes the write off of $16.8 million and $23.1 million in carrying value of decommissioned communication sites and the incurrence of other third party decommission costs, related to its long-lived assets and intangibles for the years ended December 31, 2014 and 2013, respectively. There were no write offs for decommissioned towers or the incurrence of other third party decommission costs, related to its long-lived assets and intangibles for the year ended December 31, 2012.

Fair Value Measurements

The Company determines the fair market values of its financial instruments based on the fair value hierarchy, which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The following three levels of inputs may be used to measure fair value:

Level 1	Quoted prices in active markets for identical assets or liabilities that the Company has the ability to access at the measurement date.
Level 2	Observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities.
Level 3	Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities.

Revenue Recognition

Revenue from site leasing is recorded monthly and recognized on a straight-line basis over the current term of the related lease agreements, which are generally five to ten years. Receivables recorded related to the straight-lining of site leases are reflected in other assets on the Consolidated Balance Sheets. Rental amounts received in advance are recorded as deferred revenue on the Consolidated Balance Sheets.

Site development projects in which the Company performs consulting services include contracts on a time and materials basis or a fixed price basis. Time and materials based contracts are billed at contractual rates as the services are rendered. For those site development contracts in which the Company performs work on a fixed price basis, site development billing (and revenue recognition) is based on the completion of agreed upon phases of the project on a per site basis. Upon the completion of each phase on a per site basis, the Company recognizes the revenue related to that phase. Site development projects generally take from 3 to 12 months to complete. Amounts billed in advance (collected or uncollected) are recorded as deferred revenue on the Company's Consolidated Balance Sheets.

Revenue from construction projects is recognized on the percentage-of-completion method of accounting, determined by the percentage of cost incurred to date compared to management's estimated total cost for each contract. This method is used because management considers total cost to be the best available measure of progress on the contracts. These amounts are based on estimates, and the uncertainty inherent in the estimates initially is reduced as work on the contracts nears completion. The asset "costs and estimated earnings in excess of billings on uncompleted contracts" represents costs incurred and revenues recognized in excess of amounts billed. The liability "billings in excess of costs and estimated earnings on uncompleted contracts," included within other current liabilities on the Company's Consolidated Balance Sheets, represents billings in excess of costs incurred and revenues recognized. Provisions for estimated losses on uncompleted contracts are made in the period in which such losses are determined to be probable.

Allowance for Doubtful Accounts

The Company performs periodic credit evaluations of its customers. The Company monitors collections and payments from its customers and maintains a provision for estimated credit losses based upon historical experience, specific customer collection issues identified, and past due balances as determined based on contractual terms. Interest is charged on outstanding receivables from customers on a case by case basis in accordance with the terms of the respective contracts or agreements with those customers. Amounts determined to be uncollectible are written off against the allowance for doubtful accounts in the period in which uncollectibility is determined to be probable.

The following is a rollforward of the allowance for doubtful accounts:

	For the year ended December 31,		
	2014	2013	2012
		(in thousands)	
Beginning balance	$ 686	$ 246	$ 135
Provision for doubtful accounts	338	770	330
Write-offs, net of recoveries	(135)	(330)	(219)
Ending balance	$ 889	$ 686	$ 246

Cost of Revenue

Cost of site leasing revenue includes ground lease rent, property taxes, amortization of deferred lease costs, maintenance and other tower operating expenses. All ground lease rental obligations due to be paid out over the lease term, including fixed escalations, are recorded on a straight-line basis over the minimum lease term. Liabilities recorded related to the straight-lining of ground leases are reflected in other long-term liabilities on the Consolidated Balance Sheets. Cost of site development revenue includes the cost of materials, salaries and labor costs, including payroll taxes, subcontract labor, vehicle expense and other costs directly and indirectly related to the projects. All costs related to site development projects are recognized as incurred.

Income Taxes

The Company had taxable income for the year ended December 31, 2014 and utilized net operating loss carry-forwards. For the years ended December 31, 2013 and 2012, the Company had taxable losses and generated net operating loss carry-forwards. The majority of these net operating loss carry-forwards are fully reserved as management believes it is not "more-likely-than-not" that the Company will generate sufficient taxable income in future periods to recognize the losses. The U.S. tax losses generated in tax years 1999 through 2013 remain subject to adjustment and tax years 2011 through 2013 are open to examination by the major jurisdictions in which the Company operates.

The Company determines whether it is "more-likely-than-not" that a tax position taken in an income tax return will be sustained upon examination, including resolution of any related appeals or litigation processes, based on the technical merits of the position. Once it is determined that a position meets the more-likely-than-not recognition threshold, the position is measured to determine the amount of benefit to recognize in the financial statements. The Company has not identified any tax exposures that require a reserve. In the future, to the extent that the Company records unrecognized tax exposures, any related interest and penalties will be recognized as interest expense in the Company's Consolidated Statements of Operations.

The Company does not calculate U.S. taxes on undistributed earnings of foreign subsidiaries because substantially all such earnings are expected to be reinvested indefinitely.

Stock-Based Compensation

The Company measures and recognizes compensation expense for all share-based payment awards made to employees and directors, including stock options, restricted stock units and employee stock purchases under employee stock purchase plans. The Company records compensation expense, net of estimated forfeitures, for stock options and restricted stock units on a straight-line basis over the vesting period. Compensation expense for employee stock options is based on the estimated fair value of the options on the date of the grant using the Black-Scholes option-pricing model. Any stock options granted to non-employees would be valued using the Black-Scholes option-pricing model based on the market price of the underlying common stock on the "valuation date," which for options to non-employees is the vesting date. Expense related to options granted to non-employees would be recognized on a straight-line basis over the shorter of the period over which services are to be received or the vesting period. Compensation expense for restricted stock units is based on the fair market value of the units awarded at the date of the grant.

Asset Retirement Obligations

The Company has entered into ground leases for the land underlying the majority of the Company's towers. A majority of these leases require the Company to restore leaseholds to their original condition upon termination of the ground lease.

The Company recognizes asset retirement obligations in the period in which they are incurred, if a reasonable estimate of a fair value can be made, and accretes such liability through the obligation's estimated settlement date. The associated asset retirement costs are capitalized as part of the carrying amount of the related tower fixed assets, and over time, the liability is accreted to its present value each period and the capitalized cost is depreciated over the estimated useful life of the tower.

The asset retirement obligation at December 31, 2014 and 2013 was $5.9 million and $5.3 million, respectively, and is included in other long-term liabilities on the Consolidated Balance Sheets. Upon settlement of the obligations, any difference between the cost to retire an asset and the recorded liability is recorded in the Consolidated Statements of Operations as a gain or loss. In determining the measurement of the asset retirement obligations, the Company considered the nature and scope of the contractual restoration obligations contained in the Company's third party ground leases, the historical retirement experience as an indicator of future restoration probabilities, intent in renewing existing ground leases through lease termination dates, current and future value and timing of estimated restoration costs and the credit adjusted risk-free rate used to discount future obligations.

The following summarizes the activity of the asset retirement obligation liability:

	For the year ended December 31,		
	2014	2013	2012
		(in thousands)	
Beginning balance	$ 5,312	$ 7,506	$ 5,386
Additions	599	597	2,261
Currency translation adjustment	(161)	(42)	1
Accretion expense	446	512	333
Removal	(188)	(407)	(334)
Revision in estimates	(152)	(2,854)	(141)
Ending balance	$ 5,856	$ 5,312	$ 7,506

Loss Per Share

The Company has potential common stock equivalents related to its outstanding stock options and convertible senior notes. These potential common stock equivalents were not included in diluted loss per share because the effect would have been anti-dilutive in calculating the full year earnings per share. Accordingly, basic and diluted loss per common share and the weighted average number of shares used in the computations are the same for all periods presented in the Consolidated Statements of Operations.

Comprehensive Income (Loss)

Comprehensive income (loss) is defined as the change in equity (net assets) of a business enterprise during a period from transactions and other events and circumstances from non-owner sources, and is comprised of net income (loss) and other foreign currency adjustments.

Foreign Currency Translation

All assets and liabilities of foreign subsidiaries that do not utilize the United States dollar as its functional currency are translated at period-end rates of exchange, while revenues and expenses are translated at monthly weighted average rates of exchange for the year. Unrealized translation gains and losses are reported as foreign currency translation adjustments through accumulated other comprehensive loss in shareholders' equity.

Reclassifications

Certain reclassifications have been made to prior year amounts or balances to conform to the presentation adopted in the current year.

Business Combinations

The Company accounts for business combinations under the acquisition method of accounting. The assets and liabilities acquired are recorded at fair market value at the date of each acquisition and the results of operations of the acquired assets are

included with those of the Company from the dates of the respective acquisitions. The Company continues to evaluate all acquisitions for a period not to exceed one year after the applicable closing date of each transaction to determine whether any additional adjustments are needed to the allocation of the purchase price paid for the assets acquired and liabilities assumed as a result of information available at the acquisition date. The intangible assets represent the value associated with the current leases at the acquisition date ("Current contract intangibles") and future tenant leases anticipated to be added to the towers ("Network location intangibles") and were calculated using the discounted values of the current or future expected cash flows. The intangible assets are estimated to have a useful life consistent with the useful life of the related tower assets, which is typically 15 years.

In connection with certain acquisitions, the Company may agree to pay additional consideration (or earnouts) in cash or stock in certain acquisitions if the communication sites or businesses that are acquired meet or exceed certain performance targets over a period of one to three years after they have been acquired. The Company accrues for contingent consideration in connection with acquisitions at fair value as of the date of the acquisition. All subsequent changes in fair value of contingent consideration are recorded through Consolidated Statements of Operations.

Intercompany Loans

On November 25, 2014, two wholly owned subsidiaries of the Company, Brazil Shareholder I, LLC, a Florida limited liability company, and SBA Torres Brasil, Limitada, a limitada existing under the laws of the Republic of Brazil, entered into an intercompany loan agreement where from time to time the entities may agree to lend/borrow amounts up to $750.0 million. On November 25, 2014, $455.8 million was borrowed under this agreement.

In accordance with ASC 830, the Company remeasures foreign denominated intercompany loans with the corresponding change in the balance being recorded in Other income, net in the Consolidated Statements of Operations. For the year ended December 31, 2014, the Company recorded a $23.0 million foreign exchange loss on the remeasurement of intercompany loans.

Recent Accounting Pronouncements Not Yet Adopted

In May 2014, the Financial Accounting Standards Board ("FASB") released updated guidance regarding the recognition of revenue from contracts with customers, exclusive of those contracts within lease accounting. The core principle of the guidance is that an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. To achieve that core principle, an entity should apply the following steps: (1) identify the contracts with the customer; (2) identify the performance obligations in the contract; (3) determine the contract price; (4) allocate the transaction price to the performance obligations in the contract; and (5) recognize revenue when (or as) the entity satisfies a performance obligation. This guidance is effective for the Company as of January 1, 2017. This guidance is required to be applied (1) retrospectively to each prior reporting period presented, or (2) with the cumulative effect being recognized at the date of initial application. The Company is evaluating the guidance including the impact on its consolidated financial statements.

3. FAIR VALUE MEASUREMENTS

Items Measured at Fair Value on a Recurring Basis— The Company's earnouts related to acquisitions are measured at fair value on a recurring basis using Level 3 inputs. Level 3 valuations rely on unobservable inputs for the asset or liability, and include situations where there is little, if any, market activity for the asset or liability. The Company determines the fair value of acquisition-related contingent consideration, and any subsequent changes in fair value, using a discounted probability-weighted approach using Level 3 inputs. The fair value of the earnouts is reviewed quarterly and is based on the payments the Company expects to make based on historical internal observations related to the anticipated performance of the underlying assets. The Company's estimate of the fair value of its obligation if the performance targets contained in various acquisition agreements were met was $15.1 million and $30.1 million as of December 31, 2014 and 2013, respectively, which the Company recorded in accrued expenses on its Consolidated Balance Sheets. Changes in estimate are recorded in acquisition related adjustments and expenses in the accompanying Consolidated Statement of Operations. The maximum potential obligation related to the performance targets was $23.1 million and $42.1 million as of December 31, 2014 and 2013, respectively.

The following summarizes the activity of the accrued earnouts:

	2014	2013
	(in thousands)	
Beginning balance, December 31, 2013 and 2012, respectively	$ 30,063	$ 9,840
Additions	11,048	31,704
Payments	(18,724)	(9,324)
Change in estimate	(7,310)	(1,585)
Foreign currency translation adjustments	9	(572)
Ending balance, December 31,	$ 15,086	$ 30,063

Items Measured at Fair Value on a Nonrecurring Basis— The Company's acquired long-lived assets, intangibles, and asset retirement obligations are measured at fair value on a nonrecurring basis using Level 3 inputs. When assessing if these assets are impaired, the Company considers many factors and makes certain assumptions when making this assessment, including but not limited to: general market and economic conditions, historical operating results, geographic location, lease-up potential and expected timing of lease-up. The fair value of the long-lived assets, intangibles, and asset retirement obligations is calculated using a discounted cash flow model. During the years ended December 31, 2014 and 2013, the Company recognized asset impairment and decommission costs of $23.8 million and $29.0 million, respectively. The asset impairment and decommission costs include the write off of $16.8 million and $23.1 million in carrying value of decommissioned towers and other third party decommission costs incurred related to the Company's long-lived assets and intangibles for the years ended December 31, 2014 and 2013, respectively. These write offs result from the Company's analysis that the future cash flows from certain towers would not recover the carrying value of the investment in those towers. There were no write offs for decommissioned towers and other third party decommission costs, related to its long-lived assets and intangibles for the year ended December 31, 2012. Asset impairment and decommission costs for all periods presented and the related impaired assets relate to the Company's site leasing operating segment.

Fair Value of Financial Instruments— The carrying values of cash and cash equivalents, accounts receivable, restricted cash, accounts payable, and short-term investments approximate their estimated fair values due to the short maturity of these instruments. Short-term investments consisted of $5.3 million and $5.2 million in certificate of deposits, as of December 31, 2014 and 2013, respectively. The Company's estimate of the fair value of its held-to-maturity investments in treasury and corporate bonds, including current portion, are based primarily upon Level 1 reported market values. As of December 31, 2014, the carrying value and fair value of the held-to-maturity investments, including current portion, were $1.0 million and $1.1 million, respectively. As of December 31, 2013, the carrying value and fair value of the held-to-maturity investments, including current portion, was $1.1 million and $1.3 million, respectively.

The Company determines fair value of its debt instruments utilizing various Level 2 sources including quoted prices and indicative quotes (non-binding quotes) from brokers that require judgment to interpret market information including implied credit spreads for similar borrowings on recent trades or bid/ask prices. The fair value of the Revolving Credit Facility is considered to approximate the carrying value because the interest payments are based on Eurodollar rates that reset every month. The Company does not believe its credit risk has changed materially from the date the applicable Eurodollar Rate plus 187.5 to 237.5 basis points was set for the Revolving Credit Facility. The following table reflects fair values, principal balances, and carrying values of the Company's debt instruments (see Note 13).

	As of December 31, 2014			As of December 31, 2013		
	Fair Value	Principal Balance	Carrying Value	Fair Value	Principal Balance	Carrying Value
			(in thousands)			
4.000% Convertible Senior Notes due 2014	$ —	$ —	$ —	$ 1,479,859	$ 499,944	$ 468,394
8.250% Senior Notes due 2019	—	—	—	262,031	243,750	242,387
5.625% Senior Notes due 2019	511,250	500,000	500,000	514,375	500,000	500,000
5.750% Senior Notes due 2020	816,000	800,000	800,000	832,000	800,000	800,000
4.875% Senior Notes due 2022	721,875	750,000	744,150	—	—	—
4.254% 2010-1 Tower Securities	—	—	—	689,717	680,000	680,000
5.101% 2010-2 Tower Securities	576,901	550,000	550,000	586,586	550,000	550,000
2.933% 2012 Tower Securities	620,175	610,000	610,000	604,736	610,000	610,000
2.240% 2013-1C Tower Securities	420,776	425,000	425,000	408,442	425,000	425,000
3.722% 2013-2C Tower Securities	584,344	575,000	575,000	530,098	575,000	575,000
3.598% 2013-1D Tower Securities	330,551	330,000	330,000	318,856	330,000	330,000
2.898% 2014-1C Tower Securities	920,515	920,000	920,000	—	—	—
3.869% 2014-2C Tower Securities	629,474	620,000	620,000	—	—	—
Revolving Credit Facility	125,000	125,000	125,000	215,000	215,000	215,000
2011 Term Loan	—	—	—	180,980	180,529	180,234
2012-1 Term Loan	171,422	172,500	172,500	184,538	185,000	185,000
2012-2 Term Loan	—	—	—	110,383	109,971	109,745
2014 Term Loan	1,458,919	1,492,500	1,489,149	—	—	—
BNDES Loans	—	—	—	5,847	5,847	5,847
Totals	$ 7,887,202	$ 7,870,000	$ 7,860,799	$ 6,923,448	$ 5,910,041	$ 5,876,607

4. RESTRICTED CASH

Restricted cash consists of the following:

	As of December 31, 2014	As of December 31, 2013	Included on Balance Sheet
	(in thousands)		
Securitization escrow accounts	$ 52,117	$ 46,364	Restricted cash - current asset
Payment and performance bonds	402	941	Restricted cash - current asset
Surety bonds and workers compensation	5,934	8,991	Other assets - noncurrent
Total restricted cash	$ 58,453	$ 56,296	

Pursuant to the terms of the Tower Securities (see Note 13), the Company is required to establish a securitization escrow account, held by the indenture trustee, into which all rents and other sums due on the towers that secure the Tower Securities are directly deposited by the lessees. These restricted cash amounts are used to fund reserve accounts for the payment of (1) debt service costs, (2) ground rents, real estate and personal property taxes and insurance premiums related to towers, (3) trustee and servicing expenses, (4) management fees, and (5) to reserve a portion of advance rents from tenants. The restricted cash in the securitization escrow account in excess of required reserve balances is subsequently released to the Borrowers (as defined in Note 13) monthly, provided that the Borrowers are in compliance with their debt service coverage ratio and that no event of default has occurred. All monies held by the indenture trustee are classified as restricted cash on the Company's Consolidated Balance Sheets.

Payment and performance bonds relate primarily to collateral requirements for tower construction currently in process by the Company. Cash is pledged as collateral related to surety bonds issued for the benefit of the Company or its affiliates in the ordinary course of business and primarily related to the Company's tower removal obligations. As of December 31, 2014, the Company had $38.3 million in surety, payment and performance bonds for which it is only required to post $1.7 million in collateral. As of December 31, 2013, the Company had $42.0 million in surety, payment and performance bonds for which it is only required to post $6.1 million in collateral. The Company periodically evaluates the collateral posted for its bonds to ensure that it meets the minimum requirements. As of December 31, 2014 and 2013, the Company had also pledged $2.6 million and $2.3 million, respectively, as

collateral related to its workers compensation policy. Restricted cash for surety bonds and workers compensation are included in other assets on the Company's Consolidated Balance Sheets.

5. OTHER ASSETS

The Company's other assets are comprised of the following:

	As of December 31, 2014	As of December 31, 2013
	(in thousands)	
Restricted cash	$ 5,934	$ 8,991
Long-term investments	44,095	52,801
Prepaid land rent	134,148	119,047
Straight-line rent receivable	230,384	179,292
Other	52,482	40,721
Total other assets	$ 467,043	$ 400,852

6. ACQUISITIONS

Oi S.A. Acquisitions

On March 31, 2014, the Company acquired 2,007 towers in Brazil from Oi S.A. for an aggregate purchase price of $673.9 million in cash. The preliminary estimate of the fair value of the assets acquired and liabilities assumed relating to the Oi S.A. acquisition is summarized below (in thousands):

Property and equipment	$ 103,586
Intangible assets	570,312
Net assets acquired	$ 673,898

For the year ended December 31, 2014, total revenue for this acquisition was $60.7 million.

On December 1, 2014, the Company acquired 1,641 towers in Brazil from Oi S.A. for an aggregate purchase price of $463.2 million in cash. The preliminary estimate of the fair value of the assets acquired and liabilities assumed relating to the Oi S.A. acquisition is summarized below (in thousands):

Property and equipment	$ 62,957
Intangible assets	400,205
Net assets acquired	$ 463,162

For the year ended December 31, 2014, total revenue for this acquisition was $4.8 million.

On November 26, 2013, the Company acquired the rights to use 2,113 towers in Brazil from Oi S.A. for an aggregate purchase price of $317.0 million with $299.2 million paid from cash on hand and borrowings under the Company's Revolving Credit Facility and the remaining $17.8 million in other liabilities to be paid over the next year. These liabilities are included within accrued expenses on the Consolidated Balance Sheet.

Other Acquisitions

During the year ended December 31, 2014, in addition to the Oi S.A. acquisitions, the Company acquired 382 completed towers and related assets and liabilities for $403.2 million in cash. During the year ended December 31, 2013, in addition to the Oi S.A. acquisition, the Company acquired 389 completed towers and related assets and liabilities for $311.4 million in cash. The Company evaluates all acquisitions after the applicable closing date of each transaction to determine whether any additional adjustments are

needed to the allocation of the purchase price paid for the assets acquired and liabilities assumed by major balance sheet caption, as well as the separate recognition of intangible assets from goodwill if certain criteria are met.

Summary of Acquisitions

The following table summarizes the Company's acquisition activity:

	For the year ended December 31,		
	2014	2013	2012
Tower acquisitions (number of towers)	4,030	2,502	6,630

The following table summarizes the Company's cash acquisition capital expenditures:

	For the year ended December 31,		
	2014	2013	2012
		(in thousands)	
Towers and related intangible assets [1]	$ 1,540,258	$ 628,423	$ 2,205,859
Ground lease buyouts [2]	44,964	48,956	46,865
Total cash acquisition capital expenditures	$ 1,585,222	$ 677,379	$ 2,252,724

(1) Total acquisition capital expenditures for the year ended December 31, 2013, included $175.9 million related to an acquisition in Brazil which closed in the fourth quarter of 2012 and funded on January 4, 2013.
(2) In addition, the Company paid $10.8 million, $9.1 million, and $9.7 million for ground lease extensions during the years ending 2014, 2013, and 2012, respectively. The Company recorded these amounts in prepaid rent on its Consolidated Balance Sheet.

The estimates of the fair value of the assets acquired and liabilities assumed at the date of an acquisition are subject to adjustment during the measurement period (up to one year from the particular acquisition date). The primary areas of the preliminary purchase price allocations that are not yet finalized relate to the fair value of certain tangible and intangible assets acquired and liabilities assumed, including contingent consideration and any related tax impact. The fair values of these net assets acquired are based on management's estimates and assumptions, as well as other information compiled by management, including valuations that utilize customary valuation procedures and techniques. During the measurement period, the Company will adjust assets and/or liabilities if new information is obtained about facts and circumstances that existed as of the acquisition date that, if known, would have resulted in a revised estimated value of those assets and/or liabilities as of that date. The effect of material measurement period adjustments to the estimated fair values is reflected as if the adjustments had been completed on the acquisition date. The impact of all changes that do not qualify as measurement period adjustments are included in current period earnings. If the actual results differ from the estimates and judgments used in these fair values, the amounts recorded in the consolidated financial statements could be subject to a possible impairment of the intangible assets, or require acceleration of the amortization expense of intangible assets in subsequent periods.

Subsequent to December 31, 2014, the Company acquired 45 towers and related assets for $35.7 million in cash.

Foreign Currency Forward Contract

On March 26, 2014, the Company settled two foreign currency contracts entered into during the quarter with an aggregate notional amount of R$1,525.0 million in order to hedge the purchase price of the Oi S.A. acquisition in Brazil, which closed on March 31, 2014. During the first quarter, the Company realized a gain of $17.9 million related to these foreign currency forward contracts which is included in other income in the accompanying Consolidated Statement of Operations and Net cash used in investing activities on the Consolidated Statements of Cash Flows.

On September 29, 2014, the Company executed put and call option contracts settling on November 25, 2014 which created a "costless collar" based on the cost to purchase $1.17 billion Brazilian Reais with US Dollars. The options were intended to limit exposure to movements in the related exchange rates and were entered into in contemplation of the purchase of the Oi S.A. acquisition that closed on December 1, 2014. These options created a floor price for the purchase of Brazilian Reais of 2.4 and a ceiling price of 2.5665. Since the closing price was within the floor and ceiling price, no gain or loss was realized.

The Company measures its foreign currency forward contracts, which are recorded in Prepaid and other current assets, at fair value based on indicative prices in active markets (Level 2 inputs). These contracts do not qualify for hedge accounting and as such any gains and losses are reflected within Other Income, net in the accompanying Consolidated Statement of Operations.

7. DISCONTINUED OPERATIONS

On September 6, 2012, the Company sold certain DAS networks located in New York, Chicago and Las Vegas, to ExteNet for approximately $119.3 million, comprised of $94.3 million in cash and $25.0 million in the form of a promissory note. On October 18, 2013, the Company received payment on the $25.0 million note including accrued interest. One additional DAS network in Auburn, Alabama was sold to ExteNet on October 23, 2012 for $5.7 million in cash.

The sold DAS networks, which are included in the Company's Site Leasing segment, met both the component and held for sale criteria during the second quarter of 2012 and the results of operations associated with these assets have been reported as discontinued operations in the Company's consolidated financial statements from the date of acquisition. The Company did not allocate any portion of the Company's interest expense to discontinued operations.

The key components of discontinued operations were as follows:

	For the year ended December 31,		
	2014	2013	2012
		(in thousands)	
Site leasing revenue	$ —	$ —	$ 5,046
Income from discontinued operations, net of taxes	—	—	2,296

8. INTANGIBLE ASSETS, NET

The following table provides the gross and net carrying amounts for each major class of intangible assets:

	As of December 31, 2014			As of December 31, 2013		
	Gross carrying amount	Accumulated amortization	Net book value	Gross carrying amount	Accumulated amortization	Net book value
			(in thousands)			
Current contract intangibles	$ 4,090,129	$ (891,374)	$ 3,198,755	$ 3,154,616	$ (649,861)	$ 2,504,755
Network location intangibles	1,402,704	(411,919)	990,785	1,209,142	(326,699)	882,443
Intangible assets, net	$ 5,492,833	$ (1,303,293)	$ 4,189,540	$ 4,363,758	$ (976,560)	$ 3,387,198

All intangible assets noted above are included in the Company's site leasing segment. The Company amortizes its intangible assets using the straight-line method over 15 years. Amortization expense relating to the intangible assets above was $338.4 million, $266.6 million, and $188.7 million for the years ended December 31, 2014, 2013 and 2012, respectively.

Estimated amortization expense on the Company's intangibles assets is as follows:

For the year ended December 31,	(in thousands)
2015	$ 367,089
2016	365,980
2017	365,980
2018	365,875
2019	365,519

9. PROPERTY AND EQUIPMENT, NET

Property and equipment, net (including assets held under capital leases) consists of the following:

	As of December 31, 2014	As of December 31, 2013
	(in thousands)	
Towers and related components	$ 4,194,375	$ 3,821,482
Construction-in-process	35,855	24,275
Furniture, equipment, and vehicles	51,832	40,274
Land, buildings, and improvements	426,974	364,830
Total property and equipment	4,709,036	4,250,861
Less: accumulated depreciation	(1,946,619)	(1,672,417)
Property and equipment, net	$ 2,762,417	$ 2,578,444

Construction-in-process represents costs incurred related to towers that are under development and will be used in the Company's operations. Depreciation expense was $287.8 million, $266.1 million, and $219.5 million for the years ended December 31, 2014, 2013, and 2012, respectively. At December 31, 2014 and 2013, non-cash capital expenditures that are included in accounts payable and accrued expenses were $29.0 million and $11.4 million, respectively.

10. COSTS AND ESTIMATED EARNINGS ON UNCOMPLETED CONTRACTS

Costs and estimated earnings on uncompleted contracts consist of the following:

	As of December 31, 2014	As of December 31, 2013
	(in thousands)	
Costs incurred on uncompleted contracts	$ 113,654	$ 94,145
Estimated earnings	48,949	32,547
Billings to date	(143,323)	(108,070)
	$ 19,280	$ 18,622

These amounts are included in the accompanying Consolidated Balance Sheets under the following captions:

	As of December 31, 2014	As of December 31, 2013
	(in thousands)	
Costs and estimated earnings in excess of billings on uncompleted contracts	$ 30,078	$ 27,864
Other current liabilities (Billings in excess of costs and estimated earnings on uncompleted contracts)	(10,798)	(9,242)
	$ 19,280	$ 18,622

At December 31, 2014, eight significant customers comprised 92.7% of the costs and estimated earnings in excess of billings on uncompleted contracts, net of billings in excess of costs and estimated earnings, while at December 31, 2013, eight significant customers comprised 89.6% of the costs and estimated earnings in excess of billings on uncompleted contracts, net of billings in excess of costs and estimated earnings.

11. CONCENTRATION OF CREDIT RISK

The Company's credit risks consist primarily of accounts receivable with national, regional, and local wireless service providers and federal and state government agencies. The Company performs periodic credit evaluations of its customers' financial condition and provides allowances for doubtful accounts, as required, based upon factors surrounding the credit risk of specific customers, historical trends, and other information. The Company generally does not require collateral.

The following is a list of significant customers (representing at least 10% of revenue for any period reported) and the percentage of total revenue for the specified time periods derived from such customers:

	For the year ended December 31,		
Percentage of Total Revenues	**2014**	**2013**	**2012**
Sprint [1]	23.4%	25.0%	23.9%
AT&T Wireless [2]	23.0%	20.5%	21.9%
T-Mobile [3]	15.5%	17.3%	17.2%
Verizon Wireless	12.0%	11.3%	13.0%

The Company's site leasing and site development segments derive revenue from these customers. Client percentages of total revenue in each of the segments are as follows:

	For the year ended December 31,		
Percentage of Domestic Site Leasing Revenue	**2014**	**2013**	**2012**
AT&T Wireless [2]	30.1%	25.5%	26.1%
Sprint [1]	25.6%	30.9%	28.5%
T-Mobile [3]	19.2%	20.2%	19.7%
Verizon Wireless	14.4%	13.3%	14.3%

	For the year ended December 31,		
Percentage of International Site Leasing Revenue	**2014**	**2013**	**2012**
Oi S.A.	44.3%	6.3%	0.1%
Telefonica	28.8%	44.2%	48.1%
Claro	8.0%	8.8%	12.6%
Digicel	4.9%	11.2%	19.5%

	For the year ended December 31,		
Percentage of Site Development Revenue	**2014**	**2013**	**2012**
Sprint [1]	36.7%	1.5%	1.1%
Ericsson, Inc.	16.8%	34.5%	24.5%
Verizon Wireless	10.1%	4.8%	8.9%
MasTec Inc.	1.9%	4.6%	16.4%

(1) Prior year amounts have been adjusted to reflect the merger of Sprint and Clearwire.
(2) Prior year amounts have been adjusted to reflect the merger of AT&T Wireless and Leap Wireless (Cricket Wireless).
(3) Prior year amounts have been adjusted to reflect the merger of T-Mobile and Metro PCS.

Five significant customers comprised 63.5% of total gross accounts receivable at December 31, 2014 compared to five significant customers which comprised 51.5% of total gross accounts receivable at December 31, 2013.

12. ACCRUED EXPENSES

The Company's accrued expenses are comprised of the following:

	As of December 31, 2014	As of December 31, 2013
	(in thousands)	
Accrued earnouts	$ 15,086	$ 30,063
Salaries and benefits	13,440	11,351
Real estate and property taxes	5,331	9,814
Other	31,696	34,903
Total accrued expenses	$ 65,553	$ 86,131

13. DEBT

The carrying and principal values of debt consist of the following (in thousands):

	Maturity Date	As of December 31, 2014		As of December 31, 2013	
		Principal Balance	Carrying Value	Principal Balance	Carrying Value
4.000% Convertible Senior Notes	Oct. 1, 2014	$ —	$ —	$ 499,944	$ 468,394
8.250% Senior Notes	Aug. 15, 2019	—	—	243,750	242,387
5.625% Senior Notes	Oct. 1, 2019	500,000	500,000	500,000	500,000
5.750% Senior Notes	July 15, 2020	800,000	800,000	800,000	800,000
4.875% Senior Notes	July 15, 2022	750,000	744,150	—	—
4.254% 2010-1 Tower Securities	April 15, 2015	—	—	680,000	680,000
5.101% 2010-2 Tower Securities	April 17, 2017	550,000	550,000	550,000	550,000
2.933% 2012 Tower Securities	Dec. 15, 2017	610,000	610,000	610,000	610,000
2.240% 2013-1C Tower Securities	April 16, 2018	425,000	425,000	425,000	425,000
3.722% 2013-2C Tower Securities	April 17, 2023	575,000	575,000	575,000	575,000
3.598% 2013-1D Tower Securities	April 16, 2018	330,000	330,000	330,000	330,000
2.898% 2014-1C Tower Securities	Oct. 15, 2019	920,000	920,000	—	—
3.869% 2014-2C Tower Securities	Oct. 15, 2024	620,000	620,000	—	—
Revolving Credit Facility	May 9, 2017	125,000	125,000	215,000	215,000
2011 Term Loan	June 30, 2018	—	—	180,529	180,234
2012-1 Term Loan	May 9, 2017	172,500	172,500	185,000	185,000
2012-2 Term Loan	Sept. 28, 2019	—	—	109,971	109,745
2014 Term Loan	Mar. 24, 2021	1,492,500	1,489,149	—	—
BNDES Loans	various	—	—	5,847	5,847
Total debt		$ 7,870,000	$ 7,860,799	$ 5,910,041	$ 5,876,607
Less: current maturities of long-term debt			(32,500)		(481,886)
Total long-term debt, net of current			$ 7,828,299		$ 5,394,721

The Company's future principal payment obligations (based on the outstanding debt as of December 31, 2014 and assuming the Tower Securities are repaid at their respective anticipated repayment dates) are as follows:

For the year ended December 31,	(in thousands)
2015	$ 32,500
2016	35,000
2017	1,435,000
2018	770,000
2019	1,435,000

The table below reflects cash and non-cash interest expense amounts recognized by debt instrument for the years ended December 31, 2014, 2013, and 2012, respectively:

	For the year ended December 31,					
	2014		2013		2012	
	Cash Interest	Non-cash Interest	Cash Interest	Non-cash Interest	Cash Interest	Non-cash Interest
	(in thousands)					
1.875% Convertible Senior Notes	$ —	$ —	$ 2,670	$ 10,434	$ 9,885	$ 36,388
4.0% Convertible Senior Notes	12,520	26,266	19,998	38,307	20,000	33,149
8.0% Senior Notes	—	—	—	—	15,867	174
8.25% Senior Notes	12,513	121	20,109	182	23,177	192
5.625% Senior Notes	28,125	—	28,125	—	7,266	—
5.75% Senior Notes	46,000	—	46,000	—	21,594	—
4.875% Senior Notes	18,281	315	—	—	—	—
2010 Secured Tower Revenue Securities	51,237	—	57,383	—	57,377	—
2012 Secured Tower Revenue Securities	18,085	—	18,085	—	7,133	—
2013 Secured Tower Revenue Securities	43,217	—	30,392	—	—	—
2014 Secured Tower Revenue Securities	10,796	—	—	—	—	—
Revolving Credit Facility	4,591	—	4,515	—	4,392	—
2011 Term Loan	696	7	10,533	101	18,894	179
2012-1 Term Loan	4,534	—	4,557	—	3,567	—
2012-2 Term Loan	424	4	6,416	61	2,969	28
2014 Term Loan	41,338	399	—	—	—	—
Mobilitie Bridge Loan	—	—	—	—	4,239	—
Other	243	—	268	—	(119)	—
Total	$ 292,600	$ 27,112	$ 249,051	$ 49,085	$ 196,241	$ 70,110

Senior Credit Agreement

On February 7, 2014, SBA Senior Finance II entered into a Second Amended and Restated Credit Agreement with several banks and other financial institutions or entities from time to time parties to the Second Amended and Restated Credit Agreement to, among other things, incur the 2014 Term Loan and amend certain terms of the existing senior credit agreement (as amended, the "Senior Credit Agreement").

Terms of the Senior Credit Agreement

The Senior Credit Agreement, as amended, requires SBA Senior Finance II to maintain specific financial ratios, including (1) a ratio of Consolidated Total Debt to Annualized Borrower EBITDA not to exceed 6.5 times for any fiscal quarter, (2) a ratio of Consolidated Total Debt and Net Hedge Exposure (calculated in accordance with the Senior Credit Agreement) to Annualized Borrower EBITDA for the most recently ended fiscal quarter not to exceed 6.5 times for 30 consecutive days and (3) a ratio of Annualized Borrower EBITDA to Annualized Cash Interest Expense (calculated in accordance with the Senior Credit Agreement) of not less than 2.0 times for any fiscal quarter. The Senior Credit Agreement contains customary affirmative and negative covenants that, among other things, limit the ability of SBA Senior Finance II and its subsidiaries to incur indebtedness, grant certain liens, make certain investments, enter into sale leaseback transactions, merge or consolidate, make certain restricted payments, enter into

transactions with affiliates, and engage in certain asset dispositions, including a sale of all or substantially all of their property. As of December 31, 2014, SBA Senior Finance II was in compliance with the financial covenants contained in the Senior Credit Agreement. The Senior Credit Agreement is also subject to customary events of default. Pursuant to the Second Amended and Restated Guarantee and Collateral Agreement, amounts borrowed under the Revolving Credit Facility, the Term Loans and certain hedging transactions that may be entered into by SBA Senior Finance II or the Subsidiary Guarantors (as defined in the Senior Credit Agreement) with lenders or their affiliates are secured by a first lien on the membership interests of SBA Telecommunications, LLC, SBA Senior Finance, LLC and SBA Senior Finance II and on substantially all of the assets (other than leasehold, easement and fee interests in real property) of SBA Senior Finance II and the Subsidiary Guarantors.

The Senior Credit Agreement, as amended, permits SBA Senior Finance II, without the consent of the other lenders, to request that one or more lenders provide SBA Senior Finance II with increases in the Revolving Credit Facility or additional term loans provided that after giving effect to the proposed increase in Revolving Credit Facility commitments or incremental term loans the ratio of Consolidated Total Debt to Annualized Borrower EBITDA would not exceed 6.5 times. SBA Senior Finance II's ability to request such increases in the Revolving Credit Facility or additional term loans is subject to its compliance with customary conditions set forth in the Senior Credit Agreement including compliance, on a pro forma basis, with the financial covenants and ratios set forth therein and, with respect to any additional term loan, an increase in the margin on existing term loans to the extent required by the terms of the Senior Credit Agreement. Upon SBA Senior Finance II's request, each lender may decide, in its sole discretion, whether to increase all or a portion of its Revolving Credit Facility commitment or whether to provide SBA Senior Finance II with additional term loans and, if so, upon what terms.

Revolving Credit Facility under the Senior Credit Agreement

On February 5, 2015, SBA Senior Finance II entered into the 2015 Revolving Refinancing Amendment with several banks and other financial institutions or entities from time to time parties to the Senior Credit Agreement to, among other things, (i) increase the availability under the Company's Revolving Credit Facility from $770.0 million to $1.0 billion, (ii) extend the maturity date of the Revolving Credit Facility to February 5, 2020, (iii) provide for the ability to borrow in U.S. dollars and certain designated foreign currencies, and (iv) lower the applicable interest rate margins and commitment fees under the Revolving Credit Facility.

As amended February 2015, the Revolving Credit Facility consists of a revolving loan under which up to $1.0 billion aggregate principal amount may be borrowed, repaid and redrawn, subject to compliance with specific financial ratios and the satisfaction of other customary conditions to borrowing. Amounts borrowed under the Revolving Credit Facility accrue interest, at SBA Senior Finance II's election, at either (i) the Eurodollar Rate plus a margin that ranges from 137.5 basis points to 200.0 basis points or (ii) the Base Rate plus a margin that ranges from 37.5 basis points to 100.0 basis points, in each case based on the ratio of Consolidated Total Debt to Annualized Borrower EBITDA, calculated in accordance with the Senior Credit Agreement. In addition, SBA Senior Finance II is required to pay a commitment fee of 0.25% per annum on the amount of unused commitment. If not earlier terminated by SBA Senior Finance II, the Revolving Credit Facility will terminate on, and SBA Senior Finance II will repay all amounts outstanding on or before, February 5, 2020. The proceeds available under the Revolving Credit Facility may be used for general corporate purposes. SBA Senior Finance II may, from time to time, borrow from and repay the Revolving Credit Facility. Consequently, the amount outstanding under the Revolving Credit Facility at the end of a period may not be reflective of the total amounts outstanding during such period.

During the year ended December 31, 2014, the Company borrowed $700.0 million and repaid $790.0 million of the outstanding balance under the Revolving Credit Facility. As of December 31, 2014, the amount outstanding of $125.0 million was accruing interest at an average rate of 2.541%. The availability under the Revolving Credit Facility was $645.0 million at December 31, 2014, subject to compliance with specified financial ratios and satisfaction of other customary conditions to borrowing.

As of March 2, 2015, the amount outstanding under the Revolving Credit Facility was $200.0 million. The availability under the Revolving Credit Facility was $800.0 million at March 2, 2015, subject to compliance with specified financial ratios and satisfaction of other customary conditions to borrowing.

Term Loans under the Senior Credit Agreement

2011 Term Loan

The 2011 Term Loan consisted of a senior secured term loan with an initial aggregate principal amount of $500.0 million with a maturity date of June 30, 2018. The 2011 Term Loan accrued interest, at SBA Senior Finance II's election, at either the Base Rate plus a margin of 175 basis points (with a Base Rate floor of 2%) or Eurodollar Rate plus a margin of 275 basis points (with a Eurodollar

Rate floor of 1%). The 2011 Term Loan was issued at 99.75% of par value. The Company incurred deferred financing fees of $4.9 million associated with this transaction which were being amortized through the maturity date.

During the year ended December 31, 2013, the Company repaid $312.0 million on the 2011 Term Loan. Included in this amount was a prepayment of $310.7 million made on April 24, 2013 using proceeds from the 2013 Tower Securities. In connection with the prepayment, the Company expensed $2.3 million of net deferred financing fees and $0.6 million of discount related to the debt. As a result of the prepayment, no further scheduled quarterly principal payments were required until the maturity date.

On February 7, 2014, the Company repaid the entire $180.5 million outstanding principal balance of the 2011 Term Loan. In connection with the prepayment, the Company expensed $1.1 million of net deferred financing fees and $0.3 million of discount related to the debt.

2012-1 Term Loan

The 2012-1 Term Loan consists of a senior secured term loan with an initial aggregate principal amount of $200.0 million that matures on May 9, 2017. The 2012-1 Term Loan accrues interest, at SBA Senior Finance II's election, at either the Base Rate plus a margin that ranges from 100 to 150 basis points or the Eurodollar Rate plus a margin that ranges from 200 to 250 basis points, in each case based on the ratio of Consolidated Total Debt to Annualized Borrower EBITDA (calculated in accordance with the Senior Credit Agreement). As of December 31, 2014, the 2012-1 Term Loan was accruing interest at 2.67% per annum. Principal payments on the 2012-1 Term Loan commenced on September 30, 2012 and are being made in quarterly installments on the last day of each March, June, September and December, in an amount equal to $2.5 million for each of the first eight quarters, $3.75 million for the next four quarters and $5.0 million for each quarter thereafter. SBA Senior Finance II has the ability to prepay any or all amounts under the 2012-1 Term Loan without premium or penalty. To the extent not previously repaid, the 2012-1 Term Loan will be due and payable on the maturity date. The 2012-1 Term Loan was issued at par. The Company incurred deferred financing fees of $2.7 million in relation to this transaction which are being amortized through the maturity date.

During the year ended December 31, 2014, the Company repaid $12.5 million of principal on the 2012-1 Term Loan. As of December 31, 2014, the 2012-1 Term Loan had a principal balance of $172.5 million.

2012-2 Term Loan

The 2012-2 Term Loan consisted of a senior secured term loan with an initial aggregate principal amount of $300.0 million with a maturity date of September 28, 2019. The 2012-2 Term Loan accrued interest, at SBA Senior Finance II's election, at either the Base Rate plus 175 basis points (with a Base Rate floor of 2%) or Eurodollar Rate plus 275 basis points (with a Eurodollar Rate floor of 1%). The 2012-2 Term Loan was issued at 99.75% of par value. The Company incurred deferred financing fees of approximately $3.5 million in relation to this transaction which were being amortized through the maturity date.

During the year ended December 31, 2013, the Company repaid $190.0 million on the 2012-2 Term Loan. Included in this amount was a prepayment of $189.3 million made on April 24, 2013 using proceeds from the 2013 Tower Securities. In connection with the prepayment, the Company expensed $2.0 million of net deferred financing fees and $0.4 million of discount related to the debt. As a result of the prepayment, no further scheduled quarterly principal payments were required until the maturity date.

On February 7, 2014, the Company repaid the entire $110.0 million outstanding principal balance of the 2012-2 Term Loan. In connection with the prepayment, the Company expensed $1.0 million of net deferred financing fees and $0.2 million of discount related to the debt.

2014 Term Loan

The 2014 Term Loan consists of a senior secured term loan with an initial aggregate principal amount of $1.5 billion that matures on March 24, 2021. The 2014 Term Loan accrues interest, at SBA Senior Finance II's election, at either the Base Rate plus 150 basis points (with a Base Rate floor of 1.75%) or the Eurodollar Rate plus 250 basis points (with a Eurodollar Rate floor of 0.75%). The 2014 Term Loan was issued at 99.75% of par value. As of December 31, 2014, the 2014 Term Loan was accruing interest at 3.25% per annum. Principal payments on the 2014 Term Loan commenced on September 30, 2014 and will be made in quarterly installments on the last day of each March, June, September, and December in an amount equal to $3.75 million. SBA Senior Finance II has the ability to prepay any or all amounts under the 2014 Term Loan. The Company incurred deferred financing fees of approximately $12.9 million to date in relation to this transaction which are being amortized through the maturity date.

Net proceeds from the 2014 Term Loan were used (1) to repay in full the remaining $180.5 million balance of the 2011 Term Loan, (2) to repay in full the remaining $110.0 million balance of the 2012-2 Term Loan, (3) to repay the $390.0 million outstanding balance under the Revolving Credit Facility, (4) to pay the cash consideration in connection with SBAC's acquisition of towers from Oi S.A. in Brazil, and (5) for general corporate purposes.

During the year ended December 31, 2014, the Company repaid $7.5 million of principal on the 2014 Term Loan. As of December 31, 2014, the 2014 Term Loan had a principal balance of $1.5 billion.

Mobilitie Bridge Loan

Simultaneous with the closing of the Mobilitie acquisition in April 2012, a wholly-owned subsidiary, SBA Monarch, as borrower, entered into a credit agreement with the several lenders from time to time parties thereto (the "Bridge Loan Credit Agreement"). Pursuant to the Bridge Loan Credit Agreement, SBA Monarch borrowed an aggregate principal amount of $400 million under a senior secured bridge loan (the "Mobilitie Bridge Loan"). The Mobilitie Bridge Loan bore interest, at SBA Monarch's election, at either the Base Rate plus a margin that ranged from 2.00% to 2.50% or the Eurodollar Rate plus a margin that ranged from 3.00% to 3.50%, in each case based on SBA Monarch's ratio of Consolidated Total Debt to Consolidated Adjusted EBITDA (calculated in accordance with the Bridge Loan Credit Agreement).

On July 13, 2012, the Company repaid the $400 million principal outstanding under the Mobilitie Bridge Loan from the proceeds of the 5.75% Senior Notes.

Secured Tower Revenue Securities

Tower Revenue Securities Terms

The mortgage loan underlying the 2010 Tower Securities, 2012 Tower Securities, 2013 Tower Securities, and 2014 Tower Securities (together the "Tower Securities") will be paid from the operating cash flows from the aggregate 9,659 tower sites owned by the Borrowers. The mortgage loan is secured by (i) mortgages, deeds of trust, and deeds to secure debt on a substantial portion of the tower sites, (ii) a security interest in the tower sites and substantially all of the Borrowers' personal property and fixtures, (iii) the Borrowers' rights under certain tenant leases, and (iv) all of the proceeds of the foregoing. For each calendar month, SBA Network Management, Inc., an indirect subsidiary, is entitled to receive a management fee equal to 4.5% of the Borrowers' operating revenues for the immediately preceding calendar month.

The Borrowers may prepay any of the mortgage loan components, in whole or in part, with no prepayment consideration, (i) within nine months (in the case of the components corresponding to the 2010 Tower Securities), twelve months (in the case of the component corresponding to the 2012 Tower Securities, Secured Tower Revenue Securities Series 2013-1C, Secured Tower Revenue Securities Series 2013-1D, and Secured Tower Revenue Securities Series 2014-1C), or eighteen months (in the case of the components corresponding to the Secured Tower Revenue Securities Series 2013-2C and Secured Tower Revenue Securities Series 2014-2C) of the anticipated repayment date of such mortgage loan component, (ii) with proceeds received as a result of any condemnation or casualty of any tower owned by the Borrowers or (iii) during an amortization period. In all other circumstances, the Borrowers may prepay the mortgage loan, in whole or in part, upon payment of the applicable prepayment consideration. The prepayment consideration is determined based on the class of the Tower Securities to which the prepaid mortgage loan component corresponds and consists of an amount equal to the excess, if any, of (1) the present value associated with the portion of the principal balance being prepaid, calculated in accordance with the formula set forth in the mortgage loan agreement, on the date of prepayment of all future installments of principal and interest required to be paid from the date of prepayment to and including the first due date within nine months (in the case of the components corresponding to the 2010 Tower Securities), twelve months (in the case of the component corresponding to the 2012 Tower Securities, Secured Tower Revenue Securities Series 2013-1C, Secured Tower Revenue Securities Series 2013-1D, and Secured Tower Revenue Securities Series 2014-1C), or eighteen months (in the case of the components corresponding to the Secured Tower Revenue Securities Series 2013-2C and Secured Tower Revenue Securities Series 2014-2C) of the anticipated repayment date of such mortgage loan component over (2) that portion of the principal balance of such class prepaid on the date of such prepayment.

To the extent that the mortgage loan components corresponding to the Tower Securities are not fully repaid by their respective anticipated repayment dates, the interest rate of each such component will increase by the greater of (i) 5% and (ii) the amount, if any, by which the sum of (x) the ten-year U.S. treasury rate plus (y) the credit-based spread for such component (as set forth in the mortgage loan agreement) plus (z) 5%, exceeds the original interest rate for such component.

Pursuant to the terms of the Tower Securities, all rents and other sums due on any of the towers owned by the Borrowers are directly deposited by the lessees into a securitization escrow account and are held by the indenture trustee. The monies held by the indenture trustee after the release date are classified as restricted cash on the Consolidated Balance Sheets (see Note 4). However, if the Debt Service Coverage Ratio, defined as the net cash flow (as defined in the mortgage loan agreement) divided by the amount of interest on the mortgage loan, servicing fees and trustee fees that the Borrowers are required to pay over the succeeding twelve months, as of the end of any calendar quarter, falls to 1.30x or lower, then all cash flow in excess of amounts required to make debt service payments, to fund required reserves, to pay management fees and budgeted operating expenses and to make other payments required under the loan documents, referred to as "excess cash flow," will be deposited into a reserve account instead of being released to the Borrowers. The funds in the reserve account will not be released to the Borrowers unless the Debt Service Coverage Ratio exceeds 1.30x for two consecutive calendar quarters. If the Debt Service Coverage Ratio falls below 1.15x as of the end of any calendar quarter, then an "amortization period" will commence and all funds on deposit in the reserve account will be applied to prepay the mortgage loan until such time that the Debt Service Coverage Ratio exceeds 1.15x for a calendar quarter. In addition, if either the 2010-2 Tower Securities, 2012 Tower Securities, 2013 Tower Securities, or the 2014 Tower Securities are not fully repaid by their respective anticipated repayment dates, the cash flow from the towers owned by the Borrowers will be trapped by the trustee for the Tower Securities and applied first to repay the interest, at the original interest rates, on the mortgage loan components underlying the Tower Securities, second to fund all reserve accounts and operating expenses associated with those towers, third to pay the management fees due to SBA Network Management, Inc., fourth to repay principal of the Tower Securities and fifth to repay the additional interest discussed above. The mortgage loan agreement, as amended, also includes covenants customary for mortgage loans subject to rated securitizations. Among other things, the Borrowers are prohibited from incurring other indebtedness for borrowed money or further encumbering their assets. As of December 31, 2014, the Borrowers met the required Debt Service Coverage Ratio as set forth in the mortgage loan agreement and were in compliance with all other covenants.

2010 Tower Securities

On April 16, 2010, the Company, through a New York common law trust (the "Trust"), issued $680.0 million of 2010-1 Tower Securities and $550.0 million of 2010-2 Tower Securities (together the "2010 Tower Securities"). The 2010-1 Tower Securities had an annual interest rate of 4.254% and the 2010-2 Tower Securities have an annual interest rate of 5.101%. The anticipated repayment date and the final maturity date for the 2010–1 Tower Securities were April 15, 2015 and April 16, 2040, respectively. The anticipated repayment date and the final maturity date for the 2010–2 Tower Securities are April 17, 2017 and April 15, 2042, respectively. The sole asset of the Trust consists of a non-recourse mortgage loan made in favor of the Borrowers (as defined below). The Company incurred deferred financing fees of $18.0 million in relation to this transaction which were being amortized through the anticipated repayment date of each of the 2010 Tower Securities.

On October 15, 2014, the Company repaid in full the 2010-1 Tower Securities with proceeds from the 2014 Tower Securities (defined below). In connection with the prepayment, the Company expensed $1.1 million of net deferred financing fees.

2012 Tower Securities

On August 9, 2012, the Company, through the Trust, issued $610.0 million of Secured Tower Revenue Securities Series 2012 (the "2012 Tower Securities") which have an anticipated repayment date of December 15, 2017 and a final maturity date of December 15, 2042. The fixed interest rate of the 2012 Tower Securities is 2.933% per annum, payable monthly. The Company incurred deferred financing fees of $14.9 million in relation to this transaction which are being amortized through the anticipated repayment date of the 2012 Tower Securities.

2013 Tower Securities

On April 18, 2013, the Company, through the Trust, issued $425.0 million of 2.240% Secured Tower Revenue Securities Series 2013-1C which have an anticipated repayment date of April 17, 2018 and a final maturity date of April 17, 2043, $575.0 million of 3.722% Secured Tower Revenue Securities Series 2013-2C which have an anticipated repayment date of April 17, 2023 and a final maturity date of April 17, 2048, and $330.0 million of 3.598% Secured Tower Revenue Securities Series 2013-1D which have an anticipated repayment date of April 17, 2018 and a final maturity date of April 17, 2043 (collectively the "2013 Tower Securities"). The aggregate $1.33 billion of 2013 Tower Securities have a blended interest rate of 3.218% and a weighted average life through the anticipated repayment date of 7.2 years. The Company incurred deferred financing fees of $25.5 million in relation to this transaction which are being amortized through the anticipated repayment date of each of the 2013 Tower Securities.

2014 Tower Securities

On October 15, 2014, the Company, through the Trust, issued $920.0 million of 2.898% Secured Tower Revenue Securities Series 2014-1C which have an anticipated repayment date and a final maturity date of October 15, 2019 and October 17, 2044, respectively, and $620.0 million of 3.869% Secured Tower Revenue Securities Series 2014-2C which have an anticipated repayment date and a final maturity date of October 15, 2024 and October 15, 2049, respectively, (collectively the "2014 Tower Securities"). The aggregate $1.54 billion of 2014 Tower Securities have a blended interest rate of 3.289% and a weighted average life through the anticipated repayment date of 7.0 years. Net proceeds from this offering were used to prepay in full $680.0 million of the 2010-1 Tower Securities and to repay the $300.0 million outstanding balance under the Revolving Credit Facility which had been drawn in order to partially repay the 4.0% Notes. The remaining net proceeds were used for general corporate purposes. The Company has incurred deferred financing fees in the aggregate of $21.8 million in relation to this transaction which are being amortized through the anticipated repayment date of each of the 2014 Tower Securities.

In connection with the issuance of the 2014 Tower Securities, SBA Properties, LLC, SBA Sites, LLC, SBA Structures, LLC, SBA Infrastructure, LLC, SBA Monarch Towers III, LLC, SBA 2012 TC Assets PR, LLC, SBA 2012 TC Assets, LLC, SBA Towers IV, LLC, SBA Monarch Towers I, LLC, SBA Towers USVI, Inc., SBA Towers VII, LLC and SBA GC Towers, LLC (collectively, the "Borrowers"), each an indirect subsidiary of the Company, and Midland Loan Services, a division of PNC Bank, National Association, as servicer, on behalf of the Trustee entered into the Second Amended and Restated Loan and Security Agreement pursuant to which, among other things, (i) the existing Amended and Restated Loan and Security Agreement was amended and restated, (ii) the outstanding principal amount of the mortgage loan was increased by a net of $860 million (after giving effect to the repayment of the 2010-1 Tower Securities), as described above), and (iii) the Borrowers became jointly and severally liable for the aggregate $4.03 billion borrowed under the mortgage loan corresponding to the 2010-2 Tower Securities, 2012 Tower Securities, 2013 Tower Securities, and the newly issued 2014 Tower Securities.

1.875% Convertible Senior Notes due 2013

On May 16, 2008, the Company issued $550.0 million of its 1.875% Convertible Senior Notes (the "1.875% Notes"). Interest was payable semi-annually on May 1 and November 1, and the 1.875% Notes matured on May 1, 2013. The 1.875% Notes were convertible, at the holder's option, into shares of the Company's Class A common stock at an initial conversion rate of 24.1196 shares of Class A common stock per $1,000 principal amount of 1.875% Notes (subject to certain customary adjustments), which is equivalent to an initial conversion price of approximately $41.46 per share or a 20% conversion premium based on the last reported sale price of $34.55 per share of Class A common stock on the Nasdaq Global Select Market on May 12, 2008, the purchase agreement date.

During the third quarter of 2013, the Company sold its claim against Lehman Brothers, related to a hedge terminated when Lehman Brothers filed for bankruptcy in 2008, for $27.3 million and recorded a gain on the transaction of the same amount. The gain has been recorded within Other Income, net in the accompanying Consolidated Statement of Operations.

As of December 31, 2013, the Company had settled all conversion obligations and related hedges and warrants for the 1.875% Notes.

4.0% Convertible Senior Notes due 2014

On April 24, 2009, the Company issued $500.0 million of its 4.0% Convertible Senior Notes ("4.0% Notes") in a private placement transaction. Interest was payable semi-annually on April 1 and October 1. The 4.0% Notes were convertible, at the holder's option, into shares of the Company's Class A common stock, at an initial conversion rate of 32.9164 shares of its Class A common stock per $1,000 principal amount of 4.0% Notes (subject to certain customary adjustments), which is equivalent to an initial conversion price of approximately $30.38 per share or a 22.5% conversion premium based on the last reported sale price of $24.80 per share of the Company's Class A common stock on the Nasdaq Global Select Market on April 20, 2009, the purchase agreement date.

Concurrently with the pricing of the 4.0% Notes, the Company entered into convertible note hedge and warrant transactions with affiliates of certain of the initial purchasers of the convertible notes. The initial strike price of the convertible note hedge transactions relating to the 4.0% Notes is $30.38 per share of the Company's Class A common stock (the same as the initial conversion price of the 4.0% Notes) and the upper strike price of the warrant transactions is $44.64 per share.

Effective March 17, 2014, the Company elected to settle the principal amount of any conversions in cash and any additional conversion consideration at the conversion rate then applicable in shares of its Class A common stock. Concurrently with the

settlement of any 4.0% Notes converted, the Company settled the associated convertible note hedges and received an equal number of shares to those issued to the noteholders.

During the year ended December 31, 2014, holders of the 4.0% Notes converted $499.9 million in principal which was settled for $499.7 million in cash and 11.7 million shares of our Class A common stock. Concurrently with the settlement of our conversion obligation, the Company settled the convertible note hedges receiving 11.7 million shares of our Class A common stock. As a result, the Company's outstanding share count was not impacted by the conversion of these notes. The remaining $38,000 aggregate principal amount of 4.0% Notes that was not converted matured on October 1, 2014 and was settled in cash at principal plus accrued interest.

During the year ended December 31, 2014, the Company paid $885.0 million to early settle approximately 87% of the original warrants sold in connection with the issuance of the 4.0% Notes, representing approximately 14.4 million underlying shares of Class A common stock, originally scheduled to mature in the first quarter of 2015. Subsequent to December 31, 2014, the Company settled outstanding warrants for $82.7 million, representing approximately 1.2 million underlying shares. As of March 2, 2015, the Company has approximately 5% of the original warrants still outstanding representing approximately 0.9 million underlying shares, which will mature over the balance of the first quarter of 2015 and be settled by April 2, 2015.

Senior Notes

8.0% Senior Notes and 8.25% Senior Notes

On July 24, 2009, Telecommunications issued $750.0 million of unsecured senior notes (the "Senior Notes"), $375.0 million of which were due August 15, 2016 (the "8.0% Notes") and $375.0 million of which were due August 15, 2019 (the "8.25% Notes"). The 8.0% Notes had an interest rate of 8.00% per annum and were issued at a price of 99.330% of their face value. The 8.25% Notes had an interest rate of 8.25% per annum and were issued at a price of 99.152% of their face value.

Net proceeds of this offering were $727.8 million after deducting expenses and the original issue discount. The Company was amortizing the debt discount on the Senior Notes utilizing the effective interest method over the life of the 8.0% Notes and 8.25% Notes.

On April 13, 2012, the Company used the proceeds of an equity offering to redeem $131.3 million in aggregate principal amount of its 8.0% Notes and $131.3 million in aggregate principal amount of its 8.25% Notes and to pay $21.3 million as a premium on the redemption of the notes. The Company expensed $1.5 million and $4.3 million of debt discount and deferred financing fees, respectively, related to the redemption of the notes.

On August 29, 2012, the Company redeemed the remaining $243.8 million principal balance of the 8.0% Notes and paid $14.6 million in applicable premium on the redemption of the notes. The Company expensed $1.0 million and $3.4 million of debt discount and deferred financing fees, respectively, related to the redemption of the notes.

On August 15, 2014, the Company used proceeds from the 4.875% Notes (defined below) to redeem the remaining $243.8 million principal balance and to pay $10.1 million as a premium on redemption of the 8.25% Notes. The Company expensed $1.2 million and $3.3 million of debt discount and deferred financing fees, respectively, related to the redemption of the 8.25% Notes.

5.75% Senior Notes

On July 13, 2012, Telecommunications issued $800.0 million of unsecured senior notes (the "5.75% Notes") due July 15, 2020. The Notes accrue interest at a rate of 5.75% and were issued at par. Interest on the 5.75% Notes is due semi-annually on July 15 and January 15 of each year beginning on January 15, 2013. The Company incurred deferred financing fees of $14.0 million in relation to this transaction which are being amortized through the maturity date. The Company used the net proceeds from this offering to (1) repay all amounts outstanding under the Mobilitie Bridge Loan and (2) repay all amounts outstanding under the Revolving Credit Facility. The remaining proceeds were used for general corporate purposes.

The 5.75% Notes are subject to redemption in whole or in part on or after July 15, 2016 at the redemption prices set forth in the indenture agreement plus accrued and unpaid interest. Prior to July 15, 2015, Telecommunications may at its option redeem up to 35% of the aggregate principal amount of the 5.75% Notes originally issued at a redemption price of 105.75% of the principal amount of the 5.75% Notes to be redeemed on the redemption date plus accrued and unpaid interest with the net proceeds of certain equity offerings. If redeemed during the twelve-month period beginning on July 15, 2016, July 15, 2017, or July 15, 2018 through maturity,

the redemption price will be 102.875%, 101.438%, and 100.000%, respectively, of the principal amount of the 5.75% Notes to be redeemed on the redemption date plus accrued and unpaid interest.

SBAC is a holding company with no business operations of its own and its only significant asset is the outstanding capital stock of Telecommunications. Telecommunications is 100% owned by SBAC. The Company has fully and unconditionally guaranteed the Senior Notes issued by Telecommunications.

5.625% Senior Notes

On September 28, 2012, the Company issued $500.0 million of unsecured senior notes (the "5.625% Notes") due October 1, 2019. The 5.625% Notes accrue interest at a rate of 5.625% per annum and were issued at par. Interest on the 5.625% Notes is due semi-annually on October 1 and April 1 of each year beginning on April 1, 2013. The Company incurred deferred financing fees of $8.6 million in relation to this transaction which are being amortized through the maturity date. The Company used the proceeds from the issuance of the 5.625% Notes to pay a portion of the cash consideration in the TowerCo II Holdings LLC acquisition.

The 5.625% Notes are subject to redemption in whole or in part on or after October 1, 2016 at the redemption prices set forth in the indenture agreement plus accrued and unpaid interest. Prior to October 1, 2015, the Company may at its option redeem up to 35% of the aggregate principal amount of the 5.625% Notes originally issued at a redemption price of 105.625% of the principal amount of the 5.625% Notes to be redeemed on the redemption date plus accrued and unpaid interest with the net proceeds of certain equity offerings. If redeemed during the twelve-month period beginning on October 1, 2016, October 1, 2017, or October 1, 2018 until maturity, the redemption price will be 102.813%, 101.406%, and 100.000%, respectively, of the principal amount of the 5.625% Notes to be redeemed on the redemption date plus accrued and unpaid interest.

4.875% Senior Notes

On July 1, 2014, the Company issued $750.0 million of unsecured senior notes due July 15, 2022 (the "4.875% Notes"). The 4.875% Notes accrue interest at a rate of 4.875% per annum and were issued at 99.178% of par value. Interest on the 4.875% Notes is due semi-annually on January 15 and July 15 of each year beginning January 15, 2015. The Company incurred deferred financing fees of $11.5 million in relation to this transaction which are being amortized through the maturity date. Net proceeds from the 4.875% Notes were used to (i) redeem all of the 8.25% Notes due 2019 including the associated call premium for $253.0 million and (ii) pay the conversion obligations with respect to approximately $121.0 million aggregate principal amount of our 4.0% Notes. All remaining net proceeds were used for general corporate purposes.

In connection with the issuance of the 4.875% Notes, the Company entered into a Registration Rights Agreement (the "Registration Rights Agreement") with J.P. Morgan Securities LLC, as representative of the Initial Purchasers. Pursuant to the terms of the Registration Rights Agreement, the Company agreed to use its reasonable best efforts to file and have declared effective a registration statement with respect to an offer to exchange the 4.875% Notes for new notes registered under the Securities Act, and complete the exchange offer on or prior to June 26, 2015. If the Company fails to consummate the exchange by this date, the Company will be obligated to pay additional interest of 0.25% per annum for the first 90-day period and an additional 0.25% per annum with respect to each subsequent 90-day period thereafter, until the Company's registration obligations are fulfilled, up to a maximum of 1.00% per annum.

The 4.875% Notes are subject to redemption in whole or in part on or after July 15, 2017 at the redemption prices set forth in the indenture agreement plus accrued and unpaid interest. Prior to July 15, 2017, the Company may at its option redeem up to 35% of the aggregate principal amount of the 4.875% Notes originally issued at a redemption price of 104.875% of the principal amount of the 4.875% Notes to be redeemed on the redemption date plus accrued and unpaid interest with the net proceeds of certain equity offerings. If redeemed during the twelve-month period beginning on July 15, 2017, July 15, 2018, July 15, 2019, or July 15, 2020 until maturity, the redemption price will be 103.656%, 102.438%, 101.219% and 100.000%, respectively, of the principal amount of the 4.875% Notes to be redeemed on the redemption date plus accrued and unpaid interest.

Indentures Governing Senior Notes

The Indentures governing the Senior Notes contain customary covenants, subject to a number of exceptions and qualifications, including restrictions on the ability of SBAC and Telecommunications to (1) incur additional indebtedness unless the Consolidated Indebtedness to Annualized Consolidated Adjusted EBITDA Ratio (as defined in the Indenture), pro forma for the additional indebtedness does not exceed, with respect to any fiscal quarter, 9.5x for SBAC and 7.5x for Telecommunications, (2) merge, consolidate or sell assets, (3) make restricted payments, including dividends or other distributions, (4) enter into transactions with

affiliates, and (5) enter into sale and leaseback transactions and restrictions on the ability of the Restricted Subsidiaries of SBAC and Telecommunications (as defined in the Indentures) to incur liens securing indebtedness.

BNDES Loans

During 2013, the Company assumed several loans valued at $5.0 million as part of an acquisition in Brazil (the "BNDES Loans"). The Company also borrowed an additional $1.3 million in new loans during 2013. During the year ended December 31, 2014, the Company had borrowings of $0.4 million and repayments of $6.3 million under the BNDES Loans. The BNDES Loans were repaid in full in April 2014.

14. REDEEMABLE NONCONTROLLING INTERESTS

In connection with the Company's business operations in Central America, the Company entered into an agreement with a non-affiliated joint venture partner that contained both a put option for its partners and a call option for the Company, requiring or allowing the Company, in certain circumstances, to purchase the remaining interest in such entity at a price based on predetermined earnings multiples. Each of these options was to be triggered upon the occurrence of specified events and/or upon the passage of time.

In March 2013, the Company acquired the remaining 10% noncontrolling interest in the Central American joint venture for consideration of $6.0 million. This acquisition increased the Company's ownership to 100% of the joint venture. The remaining $5.7 million balance of non-controlling interest, previously classified as a redeemable equity interest in mezzanine (or temporary equity) on the Company's Consolidated Balance Sheet, was recognized as an adjustment to additional paid in capital. The acquisition of the noncontrolling interest has been recorded in accordance with ASC 810.

15. SHAREHOLDERS' EQUITY

Common Stock equivalents

The Company has potential common stock equivalents related to its outstanding stock options (see Note 16), restricted stock units, and the 4.0% Notes (see Note 13). These potential common stock equivalents were not included in diluted loss per share because the effect would have been anti-dilutive for the years ended December 31, 2014, 2013 and 2012, respectively. Accordingly, basic and diluted loss per common share and the weighted average number of shares used in the computation are the same for the years presented.

Stock Repurchases

The Company's Board of Directors authorized a stock repurchase program on April 27, 2011. This program authorizes the Company to purchase, from time to time, up to $300.0 million of the Company's outstanding Class A common stock through open market repurchases in compliance with Rule 10b-18 of the Securities Exchange Act of 1934, as amended, and/or in privately negotiated transactions at management's discretion based on market and business conditions, applicable legal requirements and other factors. This program became effective on April 28, 2011 and will continue until otherwise modified or terminated by the Company's Board of Directors at any time in the Company's sole discretion.

During the years ended December 31, 2014, 2013, and 2012 the Company did not repurchase any shares in conjunction with the stock repurchase program. As of December 31, 2014, the Company had a remaining authorization to repurchase an additional $150.0 million of its common stock under its current $300.0 million stock repurchase program.

Registration of Additional Shares

On May 20, 2010, the Company filed a registration statement on Form S-8 with the Securities and Exchange Commission registering 15.0 million shares of the Company's Class A common stock issuable under the 2010 Performance and Equity Incentive Plan (see Note 16).

The Company filed shelf registration statements on Form S-4 with the Securities and Exchange Commission registering 4.0 million shares of its Class A common stock in 2007. These shares may be issued in connection with acquisitions of wireless communication towers or antenna sites and related assets or companies that own wireless communication towers, antenna sites, or related assets. During the years ended December 31, 2014, 2013 and 2012, the Company did not issue any shares of its Class A

common stock pursuant to this registration statement in connection with acquisitions. At December 31, 2014, approximately 1.7 million shares remain available for issuance under this shelf registration statement.

On February 27, 2012, the Company filed with the Commission an automatic shelf registration statement for well-known seasoned issuers on Form S-3ASR. This registration statement enables the Company to issue shares of the Company's Class A common stock, preferred stock, or debt securities either separately or represented by warrants, or depositary shares as well as units that include any of these securities. Under the rules governing automatic shelf registration statements, the Company will file a prospectus supplement and advise the Commission of the amount and type of securities each time the Company issues securities under this registration statement. For the year ended December 31, 2014, the Company did not issue any securities under this automatic shelf registration statement.

On March 7, 2012, the Company entered into an underwriting agreement (the "Underwriting Agreement") with Citigroup Global Markets Inc. and J.P. Morgan Securities LLC (together, the "Underwriters") pursuant to which the Company sold to the Underwriters 6,005,000 shares of the Company's Class A common stock at $47.30 per share (proceeds of $283.9 million, net of related fees). The shares were issued and sold pursuant to the Company's shelf registration statement on Form S-3 and prospectus supplement related thereto. On April 13, 2012, the proceeds of this offering were used to partially redeem principal balances of the Senior Notes.

On April 2, 2012, the Company completed the Mobilitie Acquisition. As consideration for the acquisition, the Company paid $850.0 million in cash and issued 5,250,000 shares of its Class A common stock.

On October 1, 2012, the Company completed the TowerCo Acquisition. As consideration for the acquisition, the Company paid $1.2 billion with cash on-hand and issued 4,588,840 shares of its Class A common stock.

16. STOCK-BASED COMPENSATION

The Company has two equity participation plans (the 2001 Equity Participation Plan and the 2010 Performance and Equity Incentive Plan, the "2010 Plan") whereby options (both non-qualified and incentive stock options), restricted stock units, stock appreciation rights, and other equity and performance based instruments may be granted to directors, employees, and consultants. The options and restricted stock units generally vest from the date of grant on a straight-line basis over the vesting term and generally have a seven-year or a ten-year contractual life.

Upon the adoption of the 2010 Plan by the Company's shareholders on May 6, 2010, no further grants were permitted under the 2001 Equity Participation Plan. The 2010 Plan provides for the issuance of a maximum of 15.0 million shares of the Company's Class A common stock; however, the aggregate number of shares that may be issued pursuant to restricted stock awards, restricted stock unit awards, stock bonus awards, performance awards, other stock-based awards, or other awards granted under the 2010 Plan will not exceed 7.5 million shares. As of December 31, 2014, the Company had 11.3 million shares remaining available for future issuance under the 2010 Plan.

Stock Options

The Company records compensation expense for employee stock options based on the estimated fair value of the options on the date of grant using the Black-Scholes option-pricing model with the assumptions included in the table below. The Company uses a combination of historical data and historical volatility to establish the expected volatility. Historical data is used to estimate the expected option life and the expected forfeiture rate. The risk-free rate is based on the U.S. Treasury yield curve in effect at the time of grant for the estimated life of the option. The following assumptions were used to estimate the fair value of options granted using the Black-Scholes option-pricing model:

	For the year ended December 31,		
	2014	2013	2012
Risk free interest rate	1.15% - 1.37%	0.51% - 1.38%	0.58% - 0.83%
Dividend yield	0.0%	0.0%	0.0%
Expected volatility	22.0%	25.0% - 29.0%	53.0%
Expected lives	4.4 years	3.9 - 4.8 years	3.8 - 4.6 years

The following table summarizes the Company's activities with respect to its stock option plans for the years ended December 31, 2014, 2013 and 2012 as follows (dollars and number of shares in thousands, except for per share data):

	Number of Shares	Weighted-Average Exercise Price Per Share	Weighted-Average Remaining Contractual Life (in years)	Aggregate Intrinsic Value
Outstanding at December 31, 2011	3,608	$ 28.06		
Granted	613	$ 47.58		
Exercised	(1,381)	$ 24.37		
Canceled	(9)	$ 37.71		
Outstanding at December 31, 2012	2,831	$ 34.06		
Granted	984	$ 73.17		
Exercised	(776)	$ 27.57		
Canceled	(60)	$ 52.54		
Outstanding at December 31, 2013	2,979	$ 48.30		
Granted	1,121	$ 95.51		
Exercised	(780)	$ 36.34		
Canceled	(44)	$ 81.21		
Outstanding at December 31, 2014	3,276	$ 66.85	4.6	$ 143,883
Exercisable at December 31, 2014	1,055	$ 41.03	2.9	$ 73,584
Unvested at December 31, 2014	2,221	$ 79.12	5.4	$ 70,300

The weighted-average fair value of options granted during the years ended December 31, 2014, 2013 and 2012 was $19.49, $17.38, and $20.31, respectively.

The total intrinsic value for options exercised during the years ended December 31, 2014, 2013 and 2012 was $49.2 million, $39.3 million and $49.0 million, respectively. Cash received from option exercises under all plans for the years ended December 31, 2014, 2013 and 2012 was approximately $28.3 million, $21.4 million, and $32.0 million, respectively. No tax benefit was realized for the tax deductions from option exercises under all plans for the years ended December 31, 2014, 2013 and 2012, respectively.

The aggregate intrinsic value for stock options in the preceding table represents the total intrinsic value based on the Company's closing stock price of $110.76 as of December 31, 2014. The amount represents the total intrinsic value that would have been received by the holders of the stock-based awards had these awards been exercised and sold as of that date.

Additional information regarding options outstanding and exercisable at December 31, 2014 is as follows:

	Options Outstanding			Options Exercisable	
Range	Outstanding (in thousands)	Weighted Average Contractual Life (in years)	Weighted Average Exercise Price	Exercisable (in thousands)	Weighted Average Exercise Price
$0.00 - $30.00	241	1.4	$ 20.78	241	$ 20.78
$30.51 - $50.00	1,062	3.3	$ 42.62	650	$ 40.62
$50.01 - $70.00	10	4.4	$ 50.45	6	$ 50.35
$70.01 - $90.00	869	5.2	$ 73.25	158	$ 73.30
$90.01 - $111.00	1,094	6.2	$ 95.58	-	$ 0.00
	3,276			1,055	

The following table summarizes the activity of options outstanding that had not yet vested:

	Number of Shares		Weighted-Average Fair Value Per Share
	(in thousands)		
Unvested as of December 31, 2013	1,785	$	18.15
Shares granted	1,121	$	19.49
Vesting during period	(641)	$	17.98
Forfeited or canceled	(44)	$	17.52
Unvested as of December 31, 2014	2,221	$	18.89

As of December 31, 2014, the total unrecognized compensation cost related to unvested stock options outstanding under the Plans is $29.1 million. That cost is expected to be recognized over a weighted average period of 2.61 years.

The total fair value of shares vested during 2014, 2013, and 2012 was $11.5 million, $9.8 million, and $9.0 million, respectively.

Restricted Stock Units

The following table summarized the Company's restricted stock unit activity for the year ended December 31, 2014:

	Number of Units		Weighted-Average Grant Date Fair Value per Share
	(in thousands)		
Outstanding at December 31, 2013	305	$	55.60
Granted	118	$	95.55
Vested	(123)	$	50.02
Forfeited/canceled	(5)	$	78.33
Outstanding at December 31, 2014	295	$	73.55

As of December 31, 2014, total unrecognized compensation expense related to unvested restricted stock units granted under the 2010 Plan was $14.7 million and is expected to be recognized over a weighted-average period of 2.40 years.

Employee Stock Purchase Plan

In 2008, the Board of Directors of the Company adopted the 2008 Employee Stock Purchase Plan ("2008 Purchase Plan") which reserved 500,000 shares of Class A common stock for purchase. The 2008 Purchase Plan permits eligible employee participants to purchase Class A common stock at a price per share which is equal to 85% of the fair market value of Class A common stock on the last day of an offering period.

For the year ended December 31, 2014, 23,204 shares of Class A common stock were issued under the 2008 Purchase Plan, which resulted in cash proceeds to the Company of approximately $2.1 million, compared to the year ended December 31, 2013 when 25,604 shares of Class A common stock were issued under the 2008 Purchase Plan which resulted in cash proceeds to the Company of $1.7 million. At December 31, 2014, 331,237 shares remained available for issuance under the 2008 Purchase Plan. In addition, the Company recorded $0.4 million, $0.3 million, and $0.2 million of non-cash compensation expense relating to the shares issued under the 2008 Purchase Plans for each of the years ended December 31, 2014, 2013, and 2012.

Non-Cash Compensation Expense

The table below reflects a break out by category of the non-cash compensation expense amounts recognized on the Company's Statements of Operations for the years ended December 31, 2014, 2013, and 2012, respectively:

	For the year ended December 31,		
	2014	2013	2012
	(in thousands)		
Cost of revenues	$ 386	$ 230	$ 187
Selling, general and administrative	22,285	16,975	13,781
Total cost of non-cash compensation included in loss before provision for income taxes	22,671	17,205	13,968
Amount of income tax recognized in earnings	—	—	—
Amount charged against loss	$ 22,671	$ 17,205	$ 13,968

In addition, the Company capitalized $0.3 million, $0.2 million and $0.2 million of non-cash compensation for the years ended December 31, 2014, 2013 and 2012, respectively, to fixed assets.

17. INCOME TAXES

Income (loss) before provision for income taxes from continuing operations by geographic area is as follows:

	For the year ended December 31,		
	2014	2013	2012
	(in thousands)		
Domestic	$ (16,623)	$ (45,429)	$ (175,679)
Foreign	963	(11,789)	(1,413)
Total	$ (15,660)	$ (57,218)	$ (177,092)

The provision (benefit) for income taxes on continuing operations consists of the following components:

	For the year ended December 31,		
	2014	2013	2012
	(in thousands)		
Current provision (benefit)			
Federal [1]	$ —	$ —	$ (1,237)
State [1]	1,099	387	2,702
Foreign	7,006	4,946	3,769
Total current	8,105	5,333	5,234
Deferred provision (benefit) for taxes:			
Federal	1,458	(11,977)	(53,501)
State	(887)	(3,272)	(13,750)
Foreign	(472)	(9,013)	(1)
Increase in valuation allowance	431	17,620	68,612
Total deferred	530	(6,642)	1,360
Total provision (benefit) for income taxes	$ 8,635	$ (1,309)	$ 6,594

(1) Included in the 2012 current provision for income taxes on continuing operations is a benefit of $1.5 million that is an offset to the tax expense netted in discontinued operations. Of the $1.5 million benefit, $1.2 million relates to federal taxes and $0.3 million relates to state taxes.

A reconciliation of the provision for income taxes on continuing operations at the statutory U.S. Federal tax rate (35%) and the effective income tax rate is as follows:

	For the year ended December 31,		
	2014	2013	2012
		(in thousands)	
Statutory federal benefit	$ (5,481)	$ (20,027)	$ (61,982)
Foreign tax expense	3,844	2,870	1,878
State and local taxes benefit	138	(1,875)	(7,181)
Non-deductible foreign expenses	5,644	2,605	987
Foreign dividend income	3,700	—	—
Foreign tax rate change	1,374	(4,960)	—
Foreign exchange rate changes	(799)	—	—
Other	(216)	2,458	4,280
Valuation allowance	431	17,620	68,612
Provision (benefit) for income taxes	$ 8,635	$ (1,309)	$ 6,594

The components of the net deferred income tax asset (liability) accounts are as follows:

	As of December 31,	
	2014	2013
	(in thousands)	
Current deferred tax assets:		
Net operating losses	$ 49,900	$ —
Allowance for doubtful accounts	326	241
Deferred revenue	48,940	35,970
Accrued liabilities	6,701	14,862
Valuation allowance	(51,249)	(21,187)
Total current deferred tax assets, net [1]	$ 54,618	$ 29,886
Noncurrent deferred tax assets:		
Net operating losses	$ 375,103	$ 438,608
Property, equipment, and intangible basis differences	27,340	47,602
Accrued liabilities	40,368	26,087
Non-cash compensation	10,567	8,582
Valuation allowance	(216,052)	(225,339)
Currency translation	7,757	—
Other	2,425	2,527
Total noncurrent deferred tax assets, net [2]	247,508	298,067
Noncurrent deferred tax liabilities:		
Property, equipment, and intangible basis differences	(283,185)	(339,037)
Convertible debt instruments	—	(2,006)
Straight-line rents	(25,142)	(17,463)
Deferred lease costs	(5,647)	—
Other	(10,905)	(8,079)
Total noncurrent deferred tax liabilities, net [2]	$ (77,371)	$ (68,518)

(1) Amounts are included in Prepaid and other current assets on the Consolidated Balance Sheets.

(2) Of these amounts, $451 and $(77,822) are included in Other assets and Other long-term liabilities, respectively on the accompanying Consolidated Balance Sheets as of December 31, 2014. As of December 31, 2013, $232 and $(68,750) are included in Other assets and Other long-term liabilities on the accompanying Consolidated Balance Sheet.

The Company has recorded a valuation allowance for the majority of its deferred tax assets as management believes that it is not "more-likely-than-not" that the Company will generate sufficient taxable income in future periods to recognize the assets. Valuation allowances of $267.3 million and $246.5 million were being carried to offset net deferred income tax assets as of December 31, 2014 and 2013, respectively. The net increase in the valuation allowance for the years ended December 31, 2014 and 2013 was $20.8 million and $12.8 million, respectively. At December 31, 2014, the valuation allowance related to federal and state tax credit carryovers were approximately $2.0 million and $0.4 million, respectively. These tax credits expire beginning 2017.

The Company has available at December 31, 2014, a net federal operating tax loss carry-forward of approximately $1.1 billion and an additional $227.4 million of net operating tax loss carry forward from stock options which will benefit additional paid-in capital when the loss is utilized. These net operating tax loss carry-forwards will expire between 2021 and 2033. The Internal Revenue Code places limitations upon the future availability of net operating losses based upon changes in the equity of the Company. If these occur, the ability of the Company to offset future income with existing net operating losses may be limited. In addition, the Company has available at December 31, 2014, a foreign net operating loss carry-forward of $39.5 million and a net state operating tax loss carry-forward of approximately $558.0 million. These net operating tax loss carry-forwards begin to expire in 2015.

In accordance with the Company's methodology for determining when stock option deductions are deemed realized, the Company utilizes a "with-and-without" approach that will result in a benefit not being recorded in APIC if the amount of available net operating loss carry-forwards generated from operations is sufficient to offset the current year taxable income.

The Company does not expect to remit earnings from its foreign subsidiaries. Undistributed earnings of the Company's foreign subsidiaries amounted to approximately $22.7 million at December 31, 2014. Those earnings are considered to be permanently reinvested and, accordingly, no U.S. Federal and state income taxes have been provided thereon. Upon distribution of those earnings in the form of dividends or otherwise, the Company could be subject to both U.S. income taxes (subject to an adjustment for foreign tax credits) and withholding taxes payable to various foreign countries. In 2014, the Company recognized a deemed dividend of $10.6 million.

18. COMMITMENTS AND CONTINGENCIES

Leases

The Company is obligated under various non-cancelable operating leases for land, office space, equipment and site leases that expire at various times through July 2114. In addition, the Company is obligated under various non-cancelable capital leases for vehicles that expire at various times through July 2018.

The annual minimum lease payments under non-cancelable operating and capital leases in effect as of December 31, 2014 are as follows (in thousands):

For the year ended December 31,	Capital Leases	Operating Leases
2015	$ 1,652	$ 135,563
2016	975	136,675
2017	499	138,640
2018	148	140,209
2019	—	140,620
Thereafter	—	
Total minimum lease payments	3,274	
Less: amount representing interest	(169)	
Present value of future payments	3,105	
Less: current obligations	(1,741)	
Long-term obligations	$ 1,364	

Future minimum rental payments under noncancelable ground leases include payments for certain renewal periods at the Company's option because failure to renew could result in a loss of the applicable tower and related revenue from tenant leases, thereby making it reasonably assured that the Company will renew the lease. The majority of operating leases provide for renewal at varying escalations. Fixed rate escalations have been included in the table disclosed above.

Rent expense for operating leases was $223.4 million, $196.3 million and $133.1 million for the years ended December 31, 2014, 2013 and 2012, respectively. In addition, certain of the Company's leases include contingent rent provisions which provide for the lessor to receive additional rent upon the attainment of certain tower operating results and/or lease-up. Contingent rent expense for the years ended December 31, 2014, 2013 and 2012 was $23.3 million, $20.3 million and $16.1 million, respectively.

Tenant Leases

The annual minimum tower lease income to be received for tower space and antenna rental under non-cancelable operating leases in effect as of December 31, 2014 is as follows:

For the year ended December 31,	(in thousands)
2015	$ 1,220,266
2016	1,081,408
2017	956,211
2018	806,190
2019	611,057

The Company's tenant leases provide for annual escalations and multiple renewal periods, at the tenant's option. The tenant rental payments disclosed in the table above do not assume exercise of tenant renewal options, however, fixed rate escalations have been included.

Litigation

The Company is involved in various claims, lawsuits and proceedings arising in the ordinary course of business. While there are uncertainties inherent in the ultimate outcome of such matters and it is impossible to presently determine the ultimate costs that may be incurred, management believes the resolution of such uncertainties and the incurrence of such costs will not have a material adverse effect on the Company's consolidated financial position, results of operations or liquidity.

Contingent Purchase Obligations

From time to time, the Company agrees to pay additional consideration (or earnouts) for acquisitions if the towers or businesses that are acquired meet or exceed certain performance targets in the one to three years after they have been acquired. For the years ended December 31, 2014, 2013, and 2012 certain earnings targets associated with the acquired towers were achieved, and therefore, the Company paid in cash $18.7 million, $9.3 million, and $5.9 million, respectively. As of December 31, 2014, the Company's estimate of its potential obligation if the performance targets contained in various acquisition agreements were met was $15.1 million which the Company recorded in accrued expenses. The maximum potential obligation related to the performance targets was $23.1 million and $42.1 million as of December 31, 2014 and 2013, respectively.

19. DEFINED CONTRIBUTION PLAN

The Company has a defined contribution profit sharing plan under Section 401(k) of the Internal Revenue Code that provides for voluntary employee contributions up to the limitations set forth in Section 402(g) of the Internal Revenue Code. Employees have the opportunity to participate following completion of three months of employment and must be 21 years of age. Employer matching begins immediately upon the employee's participation in the plan.

For the years ended December 31, 2012 and through June 30, 2013, the Company made a discretionary matching contribution of 50% of an employee's contributions up to a maximum of $3,000 annually. Effective July 1, 2013, the Company made a discretionary matching contribution of 75% of an employee's contributions up to a maximum of $4,000 annually. Company matching contributions were approximately $2.0 million, $1.6 million and $1.0 million for the years ended December 31, 2014, 2013 and 2012, respectively.

20. SEGMENT DATA

The Company operates principally in two business segments: site leasing and site development. The Company's reportable segments are strategic business units that offer different services. They are managed separately based on the fundamental differences in their operations. The site leasing segment includes results of the managed and sublease businesses. The site development segment includes the results of both consulting and construction related activities. Our Chief Operating Decision Maker utilizes segment

operating profit and operating income as his two measures of segment profit in assessing performance and allocating resources at the reportable segment level.

Commencing in the second quarter of 2014, the Company revised the presentation of its site leasing business into two reportable segments, domestic site leasing and international site leasing as a result of its international site leasing revenues exceeding 10% of total revenues. All prior periods have been recast to conform to the current year presentation.

Revenues, cost of revenues (exclusive of depreciation, accretion and amortization), capital expenditures (including assets acquired through the issuance of shares of the Company's Class A common stock) and identifiable assets pertaining to the segments in which the Company continues to operate are presented below:

	Domestic Site Leasing	Int'l Site Leasing	Site Development	Not Identified by Segment [1]	Total
For the year ended December 31, 2014			(in thousands)		
Revenues	$ 1,157,293	$ 202,909	$ 166,794	$ —	$ 1,526,996
Cost of revenues [2]	247,237	54,076	127,172	—	428,485
Operating profit	910,056	148,833	39,622	—	1,098,511
Selling, general, and administrative	67,611	16,762	9,074	9,870	103,317
Acquisition related adjustments and expenses	3,351	4,447	—	—	7,798
Asset impairment and decommission costs	21,538	2,263	—	—	23,801
Depreciation, amortization and accretion	515,150	104,447	2,453	5,022	627,072
Operating income (loss)	302,406	20,914	28,095	(14,892)	336,523
Other expense (principally interest expense and other expense)				(352,183)	(352,183)
Loss before provision for income taxes					(15,660)
Cash capital expenditures [3]	547,774	1,221,786	3,851	24,352	1,797,763
For the year ended December 31, 2013					
Revenues	$ 1,048,756	$ 84,257	$ 171,853	$ —	$ 1,304,866
Cost of revenues [2]	242,839	27,933	137,481	—	408,253
Operating profit	805,917	56,324	34,372	—	896,613
Selling, general, and administrative	59,320	10,065	7,760	8,331	85,476
Acquisition related adjustments and expenses	6,525	12,673	—	—	19,198
Asset impairment and decommission costs	26,478	2,482	—	—	28,960
Depreciation, amortization and accretion	484,053	44,973	2,280	2,028	533,334
Operating income (loss)	229,541	(13,869)	24,332	(10,359)	229,645
Other expense (principally interest expense and other expense)				(286,863)	(286,863)
Loss before provision for income taxes					(57,218)
Cash capital expenditures [3]	261,775	578,938	6,693	105	847,511
For the year ended December 31, 2012					
Revenues	$ 797,794	$ 48,300	$ 107,990	$ —	$ 954,084
Cost of revenues [2]	175,452	13,499	90,556	—	279,507
Operating profit	622,342	34,801	17,434	—	674,577
Selling, general, and administrative	48,228	7,481	8,187	8,252	72,148
Acquisition related adjustments and expenses	38,060	2,373	—	—	40,433
Asset impairment and decommission costs	4,020	2,363	—	—	6,383
Depreciation, amortization and accretion	380,190	24,786	2,118	1,373	408,467
Operating income (loss)	151,844	(2,202)	7,129	(9,625)	147,146
Other expense (principally interest expense and other expense)				(324,238)	(324,238)
Loss before provision for income taxes					(177,092)
Cash capital expenditures [3]	2,271,636	86,645	6,466	3,751	2,368,498

	Domestic Site Leasing	Int'l Site Leasing	Site Development	Not Identified by Segment [1]	Total
			(in thousands)		
Assets					
As of December 31, 2014	$ 5,554,753	$ 1,989,571	$ 78,633	$ 218,168	$ 7,841,125
As of December 31, 2013	5,427,969	1,040,401	76,214	238,604	6,783,188

(1) Assets not identified by segment consist primarily of general corporate assets.
(2) Excludes depreciation, amortization, and accretion.
(3) Includes cash paid for capital expenditures and acquisitions and vehicle capital lease additions.

21. QUARTERLY FINANCIAL DATA (unaudited)

	Quarter Ended			
	December 31, 2014	September 30, 2014	June 30, 2014	March 31, 2014
	(in thousands, except per share amounts)			
Revenues	$ 404,734	$ 393,293	$ 383,420	$ 345,549
Operating income	96,590	89,484	83,317	67,132
Depreciation, accretion, and amortization	(162,214)	(159,410)	(161,005)	(144,443)
Loss from extinguishment of debt, net	(1,124)	(14,893)	(8,236)	(1,951)
Net income (loss) attributable to SBA Communications Corporation	388	(16,624)	(9,467)	1,408
Net income (loss) per common share - basic and diluted	$ 0.00	$ (0.13)	$ (0.07)	$ 0.01

	Quarter Ended			
	December 31, 2013	September 30, 2013	June 30, 2013	March 31, 2013
	(in thousands, except per share amounts)			
Revenues	$ 335,396	$ 332,094	$ 324,305	$ 313,071
Operating income	59,445	63,902	49,534	56,764
Depreciation, accretion, and amortization	(133,328)	(133,281)	(141,089)	(125,636)
Loss from extinguishment of debt, net	(336)	(3)	(5,618)	(142)
Net (loss) income attributable to SBA Communications Corporation	(19,164)	21,531	(35,899)	(22,377)
Net (loss) income per common share - basic	$ (0.15)	$ 0.17	$ (0.28)	$ (0.18)
Net (loss) income per common share - diluted	$ (0.15)	$ 0.16	$ (0.28)	$ (0.18)

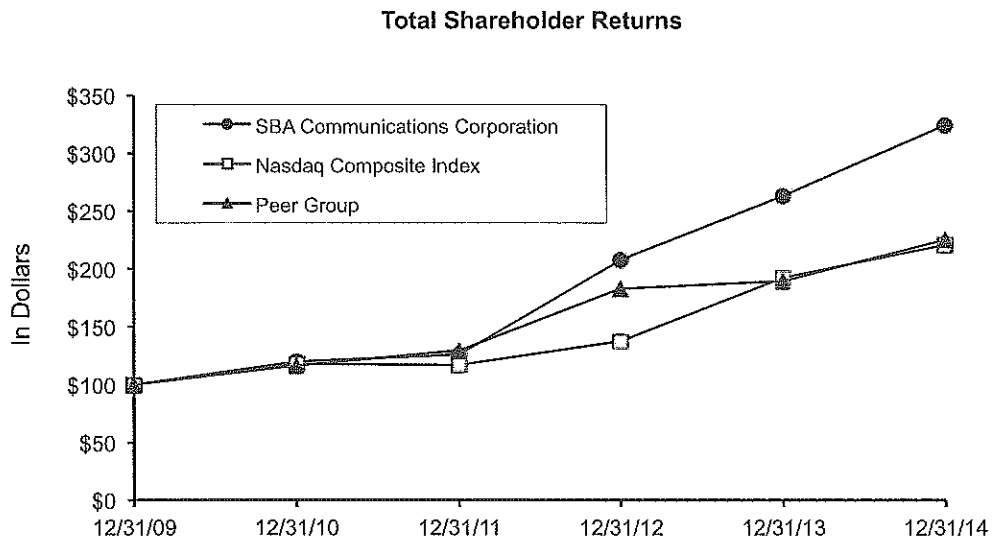
Basic and diluted net loss per share is computed by dividing net income by the weighted average number of shares for the period. Potentially dilutive instruments have been excluded from the computation of diluted loss per share as their impact would have been anti-dilutive.

Because loss per share amounts are calculated using the weighted average number of common and dilutive common shares outstanding during each quarter, the sum of the per share amounts for the four quarters may not equal the total loss per share amounts for the year.

Performance Graph

SBA's Class A Common Stock began trading on The NASDAQ National Market on June 16, 1999 when its initial public offering commenced and is currently traded on the NASDAQ Global Select Market. The following graph shows the total return to the shareholders of an investment in SBA's Class A Common Stock as compared to (i) an investment in the NASDAQ Composite Index and (ii) an investment in a peer group made up of American Tower Corporation and Crown Castle International Corporation (the "Peer Group"). The Peer Group was selected because it is a comprehensive peer group comprised of all of the comparable public companies in the business of owning and operating wireless communications towers, including companies that have emerged from bankruptcy proceedings.

Total shareholder return is determined by dividing (i) the sum of (A) the cumulative amount of dividends for a given period (assuming dividend reinvestment) and (B) the change in share price between the beginning and end of the measurement period, by (ii) the share price at the beginning of the measurement period.



		INDEXED RETURNS Years Ending				
Company Name / Index	Base Period 12/31/09	2010	2011	2012	2013	2014
SBA Communications Corporation	$100.00	$119.85	$125.76	$207.79	$263.00	$324.24
Nasdaq Composite Index	$100.00	$118.02	$117.04	$137.47	$192.62	$221.02
Peer Group	$100.00	$116.59	$129.61	$183.24	$189.73	$225.33

Reflects $100 invested on December 31, 2009 in (i) the Class A Common Stock of SBA, (ii) the basket of companies comprising the NASDAQ Composite Index, and (iii) the companies comprising the Peer Group.

Required Disclosures Non-GAAP Financial Measures in Accordance with Regulation G

SBA Communications Corporation ("SBA" or "we") often makes disclosures of non-GAAP financial measures, such as (i) Tower Cash Flow and Tower Cash Flow Margin; (ii) Net Debt, Net Secured Debt, Leverage Ratio, and Secured Leverage Ratio (collectively, our "Non-GAAP Debt Measures"); and (iii) Funds from Operations ("FFO"), Adjusted Funds from Operations ("AFFO"), and AFFO per share. Following is a reconciliation of these non-GAAP financial measures to their most comparable GAAP measures and the other information required by Regulation G. An additional non-GAAP financial measure, Adjusted EBITDA, which is included in this annual report, is discussed and included in our 10-K which accompanies this annual report.

We believe that Tower Cash Flow and Tower Cash Flow Margin are indicators of the performance of our site leasing operations. In addition, Tower Cash Flow is a component of the calculations used by our lenders to determine compliance with certain covenants under our debt instruments.

We believe that Annualized Adjusted EBITDA and Adjusted EBITDA Margin are indicators of the profitability and financial performance of our core business.

We believe that our Non-GAAP Debt Measures provide investors a more complete understanding of our net debt and leverage position as they include the full principal amount of our debt which will be due at maturity, and they are used by our lenders to determine compliance with certain covenants under our debt instruments.

We believe that FFO, AFFO and AFFO per share, which are also being used by American Tower Corporation and Crown Castle International Corporation (our two public company peers in the tower industry), provide investors useful indicators of the financial performance of our core business and permit investors an additional tool to evaluate the performance of our business against those of our two principal competitors. FFO, AFFO and AFFO per share are not necessarily indicative of the operating results that would have been achieved had we converted to a REIT. In addition, our FFO, AFFO and AFFO per share may not be comparable to those reported in accordance with National Association of Real Estate Investment Trusts or by the other communication site companies as the calculation of these non-GAAP measures requires us to estimate the impact had we converted to a REIT, including estimates of the tax provision adjustment to reflect our estimate of our cash taxes had we been a REIT.

These non-GAAP financial measures are not intended to be an alternative to any of the financial measures provided in our results of operations or our balance sheet as determined in accordance with GAAP.

Tower Cash Flow

The table below sets forth the reconciliation of Tower Cash Flow to its most comparable GAAP measurement.

	For the year ended December 31,	
	2014	2013
	(in thousands)	
Site leasing revenue	$ 1,360,202	$ 1,133,013
Site leasing cost of revenue (excluding depreciation, accretion, and amortization)	(301,313)	(270,772)
Site leasing segment operating profit	1,058,889	862,241
Non-cash straight-line leasing revenue	(56,867)	(65,611)
Non-cash straight-line ground lease expense	36,271	33,621
Tower Cash Flow	$ 1,038,293	$ 830,251

Funds from Operations ("FFO"), Adjusted Funds from Operations ("AFFO") and AFFO per share

The table below sets forth the reconciliations of FFO, AFFO and AFFO per share to their most comparable GAAP measurement.

	For the year ended December 31,	
	2014	2013
	(in thousands)	
Net loss	$ (24,295)	$ (55,909)
Adjusted tax provision[a]	2,705	(6,502)
Real estate related depreciation, amortization and accretion	621,208	528,730
FFO	$ 599,617	$ 466,319
Adjustments to FFO:		
Non-cash straight-line leasing revenue	(56,867)	(65,611)
Non-cash straight-line ground lease expense	36,271	33,621
Non-cash compensation	22,671	17,205
Non-real estate related depreciation, amortization and accretion	5,862	4,603
Amortization of deferred financing costs and debt discounts	44,685	64,645
Interest deemed paid upon conversion of convertible notes	7,537	4,195
Loss from extinguishment of debt, net	26,204	6,099
Other (income) expense	(10,628)	(31,138)
Acquisition related adjustments and expenses	7,798	19,198
Asset impairment and decommission costs	23,801	28,960
Non-discretionary cash capital expenditures	(27,243)	(18,979)
AFFO	$ 679,709	$ 529,118
Weighted average number of common shares[b]	130,061	129,033
AFFO per share	$ 5.23	$ 4.10

(a) Adjusts the income tax provision during the period, to reflect our estimate of cash income taxes (primarily foreign taxes) that would have been payable had we been a REIT.

(b) For purposes of the AFFO per share calculation, the basic weighted average number of common shares has been adjusted to include the dilutive effect of stock options and restricted stock units.

Net Debt, Net Secured Debt, Leverage Ratio, and Secured Leverage Ratio

The table below sets forth the reconciliations of the Non-GAAP Debt Measures to their most comparable GAAP measurement.

	December 31, 2014
	(in thousands)
2010-2C Tower Securities	$ 550,000
2012-1C Tower Securities	610,000
2013-1C Tower Securities	425,000
2013-2C Tower Securities	575,000
2013-1D Tower Securities	330,000
2014-1C Tower Securities	920,000
2014-2C Tower Securities	620,000
Revolving Credit Facility	125,000
2012-1 Term Loan A	172,500
2014 Term Loan B (carrying value of $1,489,149)	1,492,500
Total secured debt	5,820,000
5.625% 2019 Senior Notes	500,000
5.75% 2020 Senior Notes	800,000
4.875% 2022 Senior Notes (carrying value of $744,150)	750,000
Total unsecured debt	2,050,000
Total debt	$ 7,870,000
Net Debt and Leverage Ratio	
Total debt	$ 7,870,000
Less: Cash and cash equivalents, short-term restricted cash and short-term investments	(97,511)
Net debt	$ 7,772,489
Divided by: Annualized Adjusted EBITDA	$ 1,066,768
Leverage Ratio	7.3x
Net Secured Debt and Secured Leverage Ratio	
Total secured debt	$ 5,820,000
Less: Cash and cash equivalents, short-term restricted cash and short-term investments	(97,511)
Net Secured Debt	$ 5,722,489
Divided by: Annualized Adjusted EBITDA	$ 1,066,768
Secured Leverage Ratio	5.4x

Special Note Regarding Forward-Looking Statements

This annual report contains forward-looking statements that concern expectations, beliefs, projections, strategies, anticipated events or trends including those concerning trends in the wireless industry, our ability to capitalize on such trends and our future operational and financial performance. These forward-looking statements are qualified in their entirety by cautionary statements set forth under "Special Note Regarding Forward-Looking Statements" and the risk factor disclosures contained in our Form 10-K filed with the Securities and Exchange Commission on March 2, 2015 and included in this annual report.

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NOTICE OF ANNUAL MEETING
The annual meeting of shareholders will be held at 10:00 AM (Eastern) on Thursday, May 21, 2015 at the corporate headquarters:
8051 Congress Avenue
Boca Raton, FL 33487-1307

INTERNET WEBSITE
www.sbasite.com

COMMON STOCK TRADING SYMBOL
Class A shares of SBA Communications Corporation are traded on the NASDAQ Global Select Market under the symbol: SBAC

DIRECTORS

Steven E. Bernstein
Chairman of the Board

Jeffrey A. Stoops
Director, President and Chief Executive Officer

Kevin L. Beebe
Director

Brian C. Carr
Director

Duncan H. Cocroft
Director

George R. Krouse Jr.
Director

Jack L. Langer
Director

SENIOR MANAGEMENT

Jeffrey A. Stoops
President and Chief Executive Officer

Kurt Bagwell
President, International

Brendan T. Cavanagh
Executive Vice President and Chief Financial Officer

Mark R. Ciarfella
Executive Vice President, Operations

Thomas P. Hunt
Executive Vice President, Chief Administrative Officer and General Counsel

Jason V. Silberstein
Executive Vice President, Site Leasing

Brian M. Allen
Senior Vice President, Site Leasing

Jorge Grau
Senior Vice President and Chief Information Officer

Brian D. Lazarus
Senior Vice President and Chief Accounting Officer

Jo Carol Rutherford
Senior Vice President and Chief Human Resources Officer

Neil H. Seidman
Senior Vice President, Mergers and Acquisitions

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November 4, 2015

SBA Communications Corporation Reports 3rd Quarter 2015 Results; Provides 4th Quarter, Updated Full Year 2015 Outlook and Initial 2016 Outlook

BOCA RATON, Fla., Nov. 04, 2015 (GLOBE NEWSWIRE) -- SBA Communications Corporation (Nasdaq:SBAC) ("SBA" or the "Company") today reported results for the quarter ended September 30, 2015. Highlights of the results include:

- **Solid growth on a constant currency basis, including strong AFFO per share growth**
- **Continued expansion of Tower Cash Flow and Adjusted EBITDA Margins**
- **$250.0 million of stock repurchases**
- **Purchased or built 352 new communications sites**

"We executed very well once again in the third quarter," commented Jeffrey A. Stoops, President and Chief Executive Officer. "Operating results on a constant currency basis were strong, and we continued our trend of increasing tower cash flow and adjusted EBITDA margin percentages on a year over year basis. Our customers remain active, and we continue to see solid backlogs of pending leasing business both domestically and internationally. Our backlogs continue to grow, and our initial 2016 Outlook reflects a higher domestic organic growth rate than we now expect for full year 2015. Our portfolio continues to grow as well. We now own over 25,000 sites. We expect to once again achieve our annual goal of 5% to 10% portfolio growth by year-end, while maintaining our disciplined approach to capital allocation. We are excited for the opportunities that we believe 2016 will bring, ranging from continued network deployments by existing customers, the start of AWS-3 deployments in the U.S., new spectrum auctions, and our goal of investing substantial amounts of capital in portfolio growth and stock repurchases not yet reflected in our initial 2016 Outlook. We look forward to a solid finish in 2015, and another strong year in 2016."

Operating Results

Total revenues in the third quarter of 2015 were $410.7 million compared to $393.3 million in the year earlier period, an increase of 4.4%. Site leasing revenue of $372.0 million increased 6.6% over the year earlier period. Domestic cash site leasing revenue was $306.9 million in the third quarter of 2015 compared to $283.8 million in the year earlier period, an increase of 8.1%. International cash site leasing revenue was $53.5 million in the third quarter of 2015 compared to $48.8 million in the year earlier period, an increase of 9.7%. Eliminating the impact of changes in foreign currency exchange rates, total site leasing revenue and international cash site leasing revenue would have increased 13.1% and 51.2%, respectively, over the year earlier period. Site development revenues were $38.7 million in the third quarter of 2015 compared to $44.3 million in the year earlier period, a decrease of 12.5%.

Site leasing Segment Operating Profit of $290.6 million increased 7.2% over the year earlier period. Site leasing contributed 97.2% of the Company's total Segment Operating Profit in the third quarter of 2015. Domestic site leasing Segment Operating Profit of $249.5 million increased 8.2% over the year earlier period. International site leasing Segment Operating Profit of $41.1 million increased 1.7% over the year earlier period. Eliminating the impact of changes in foreign currency exchange rates, total site leasing Segment Operating Profit and international site leasing Segment Operating Profit would have increased 12.8% and 39.1%, respectively, over the year earlier period. Site development Segment Operating Profit Margin was 21.6% in the third quarter of 2015 compared to 23.3% in the year earlier period.

Tower Cash Flow for the third quarter of 2015 was $287.6 million, a 9.0% increase over the year earlier period. Tower Cash Flow Margin for the third quarter of 2015 was 79.8% compared to 79.3% in the year earlier period. Domestic Tower Cash Flow for the third quarter of 2015 was $251.0 million compared to $228.8 million in the year earlier period, an increase of 9.7%. International Tower Cash Flow for the third quarter of 2015 was $36.6 million compared to $35.0 million in the year earlier period, an increase of 4.5%. Eliminating the impact of changes in foreign currency exchange rates, total Tower Cash Flow and international Tower Cash Flow would have increased 13.9% and 41.2%, respectively, over the year earlier period.

Net loss for the third quarter of 2015 was $155.9 million or $1.23 per share compared to a $16.6 million loss or $0.13 loss per share in the year earlier period. Net loss for the third quarter of 2015 included a $112.1 million loss on the currency related remeasurement of a U.S. dollar denominated intercompany loan with our Brazilian subsidiary and a $56.7 million impairment of fiber assets acquired in the 2012 Mobilitie transaction.

Adjusted EBITDA in the third quarter of 2015 was $275.2 million compared to $254.3 million in the year earlier period, an increase of 8.2%. Eliminating the impact of changes in foreign currency exchange rates, Adjusted EBITDA would have

increased 12.8% over the year earlier period. Adjusted EBITDA Margin was 69.0% in the third quarter of 2015 compared to 67.5% in the year earlier period.

Net Cash Interest Expense was $80.6 million in the third quarter of 2015 compared to $78.0 million in the year earlier period.

AFFO increased 5.8% to $183.9 million in the third quarter of 2015 compared to $173.8 million in the year earlier period. Eliminating the impact of changes in foreign currency exchange rates, AFFO would have increased 12.9% over the year earlier period. AFFO per share increased 7.5% to $1.43 in the third quarter of 2015 compared to $1.33 in the year earlier period. Eliminating the impact of changes in foreign currency exchange rates, AFFO per share would have increased 15.0% over the year earlier period.

Investing Activities

During the third quarter of 2015, SBA purchased 225 communication sites for $79.2 million in cash. SBA also built 127 towers during the third quarter of 2015. As of September 30, 2015, SBA owned or operated 25,111 communication sites, 15,509 of which are located in the United States and its territories, and 9,602 of which are located internationally. In addition, the Company spent $14.5 million to purchase land and easements and to extend lease terms. Total cash capital expenditures for the third quarter of 2015 were $129.5 million, consisting of $8.7 million of non-discretionary cash capital expenditures (tower maintenance and general corporate) and $120.8 million of discretionary cash capital expenditures (new tower builds, tower augmentations, acquisitions, purchasing land and easements, and capital expenditures associated with the refurbishment of a new headquarters building).

Subsequent to the third quarter of 2015, the Company acquired 24 communication sites for an aggregate consideration of $19.8 million in cash. In addition, the Company has agreed to purchase in the U.S. and internationally 317 communication sites for an aggregate amount of $198.3 million. The Company anticipates that most of these acquisitions will be consummated by the end of the first quarter of 2016.

Financing Activities and Liquidity

SBA ended the third quarter with $8.5 billion of total debt, $120.8 million of cash and cash equivalents, short-term restricted cash, and short-term investments, and $8.4 billion of Net Debt. SBA's Net Debt and Net Secured Debt to Annualized Adjusted EBITDA Leverage Ratios were 7.6x and 5.7x, respectively.

On October 14, 2015, the Company, through its existing SBA Tower Trust, issued $500.0 million of 3.156% Secured Tower Revenue Securities Series 2015-1C which have an anticipated repayment date of October 8, 2020 and a final maturity date of October 10, 2045 (the "2015 Tower Securities"). Net proceeds from this offering were used to make a cash distribution to SBA Guarantor LLC which were further distributed (1) to repay outstanding amounts on the Revolving Credit Facility of SBA Senior Finance II LLC and (2) for general corporate purposes.

As of the date of this press release, there were no borrowings outstanding under the $1.0 billion Revolving Credit Facility.

During the third quarter of 2015, the Company repurchased 2.2 million shares of its Class A common stock for $250.0 million, at an average price per share of $113.87. The Company currently has $750.0 million of repurchase authorization remaining under its existing $1.0 billion stock repurchase program. Since the beginning of 2015, the Company has reduced its shares of Class A common stock outstanding from 129.1 million to 126.1 million through stock repurchases.

Outlook

The Company is providing its fourth quarter 2015 Outlook, updating its full year 2015 Outlook, and providing its initial 2016 Outlook for anticipated results. The Outlook provided is based on a number of assumptions that the Company believes are reasonable at the time of this press release. Information regarding potential risks that could cause the actual results to differ from these forward-looking statements is set forth below and in the Company's filings with the Securities and Exchange Commission.

The Company's fourth quarter 2015 Outlook, full year 2015 Outlook, and initial 2016 Outlook assume approximately $10.0 million, $50.0 million, and $33.0 million, respectively, of non-cash straight-line leasing revenue. The revised 2015 Outlook contemplates 8% constant currency same tower leasing revenue growth before any churn (approximately 7% after non iDen churn), measured as projected fourth quarter 2015 over fourth quarter 2014. The initial 2016 Outlook contemplates organic leasing activity during 2016 (measured as projected fourth quarter 2016 over projected fourth quarter 2015) representing 9% constant currency same tower leasing revenue growth before any churn (approximately 7.5% after churn). The fourth quarter 2015 Outlook, full year 2015 Outlook, and initial 2016 Outlook assume the acquisitions of only those communication sites under contract at the time of this press release. The Company intends to spend additional capital in 2015 and 2016 on acquiring revenue producing assets not yet identified or under contract, the impact of which is not reflected in the 2016

guidance. The Company's initial 2016 Outlook includes new tower builds in the U.S. and internationally of 590 to 610 towers. The Outlook does not contemplate any new financings or any repurchases of the Company's stock during 2016.

Finally, the Company's Outlook assumes an average foreign currency exchange rate of 3.85 Brazilian Reais to 1.0 U.S. Dollar and 1.30 Canadian Dollars to 1.0 U.S. Dollar for the fourth quarter of 2015 and for the initial 2016 Outlook. When compared to the Company's full year 2015 Outlook provided July 29, 2015, the variances in the actual third quarter foreign currency exchange rates versus the Company's assumptions, and the changes in the Company's foreign currency rate assumptions for the remainder of the year negatively impact the full year 2015 Outlook by approximately $7 million for Site Leasing Revenue and $4 million for Tower Cash Flow, Adjusted EBITDA and AFFO. The variance in foreign currency rate assumptions between the 2015 Outlook and 2016 Outlook has negatively impacted the initial 2016 Outlook by approximately $28 million for Site Leasing Revenue, $15 million for Tower Cash Flow, $14 million for Adjusted EBITDA, and $15 million for AFFO.

	Quarter ending December 31, 2015	Full Year 2015	Full Year 2016
		($'s in millions)	
Site leasing revenue [1]	$ 364.5 to $ 369.5	$ 1,476.7 to $ 1,481.7	$ 1,510.0 to $ 1,530.0
Site development revenue	$ 33.5 to $ 38.5	$ 152.9 to $ 157.9	$ 125.0 to $ 145.0
Total revenues	$ 398.0 to $ 408.0	$ 1,629.6 to $ 1,639.6	$ 1,635.0 to $ 1,675.0
Tower Cash Flow	$ 282.0 to $ 287.0	$ 1,137.6 to $ 1,142.6	$ 1,173.0 to $ 1,193.0
Adjusted EBITDA	$ 269.0 to $ 274.0	$ 1,089.5 to $ 1,094.5	$ 1,113.0 to $ 1,133.0
Net cash interest expense [2]	$ 80.5 to $ 82.5	$ 316.7 to $ 318.7	$ 322.0 to $ 332.0
Non-discretionary cash capital expenditures [3]	$ 8.0 to $ 9.0	$ 32.6 to $ 33.6	$ 30.0 to $ 40.0
AFFO	$ 175.0 to $ 184.0	$ 728.0 to $ 737.0	$ 731.0 to $ 775.0
Discretionary cash capital expenditures [4]	$ 255.0 to $ 265.0	$ 801.4 to $ 811.4	$ 170.0 to $ 190.0

(1) The Company's Outlook for site leasing revenue includes revenue associated with pass through reimbursable expenses.
(2) Net cash interest expense is defined as interest expense less interest income. Net cash interest expense does not include amortization of deferred financing fees or non-cash interest expense.
(3) Consists of tower maintenance and general corporate capital expenditures.
(4) Consists of new tower builds, tower augmentations, communication site acquisitions, ground lease purchases, and capital expenditures associated with the purchase and refurbishment of a new corporate headquarters building. Excludes expenditures for revenue producing assets not under contract at the date of this press release.

Reconciliation of Midpoints of 2016 Outlook to 2015 Outlook for Site Leasing Revenue

	($'s in millions)
Net new leasing revenue [1]	$ 117.0
Less:	
Constant currency straight line adjustments [2]	(14.2)
Foreign currency translation adjustments	(28.0)
iDen revenue [2]	(20.0)
Amortization of capital contributions for tower augmentations as leasing revenue [2]	(14.0)
	$ 40.8

(1) Includes a $25.0 million contribution from identified acquisitions and new builds.
(2) Represents amounts by which 2016 revenue will be less than 2015 revenue for the specified item.

Conference Call Information

SBA Communications Corporation will host a conference call on Thursday, November 5, 2015 at 10:00 AM (Eastern) to discuss the quarterly results. The call may be accessed as follows:

When: Thursday, November 5, 2015 at 10:00 AM (Eastern)
Dial-in Number: (800) 230-1074
Conference Name: SBA third quarter results

Replay Available: November 5, 2015 at 1:00 PM (Eastern) through November 19, 2015 at 11:59 PM (Eastern)
Replay Number: (800) 475-6701
Access Code: 370398
Internet Access: www.sbasite.com

Information Concerning Forward-Looking Statements

This press release includes forward-looking statements, including statements regarding the Company's expectations or beliefs regarding (i) continued growth and backlog of leasing business both domestically and internationally and a higher domestic organic growth, (ii) portfolio and organic growth for 2015 and into 2016, both domestically and internationally, and the Company's ability to achieve its goal of 5% to 10% portfolio growth by year-end, (iii) the Company's goal of investing substantial amounts of capital in portfolio growth and stock repurchases and approach with respect to capital allocation, (iv) the Company's stock repurchase program and the impact of stock repurchases, (v) network deployments by existing customers, including the AWS-3 deployments in the U.S., as well as new spectrum auctions, (vi) the Company's financial and operational guidance for the fourth quarter of 2015, full year 2015, and full year 2016, and the ability to improve upon its full year 2016 Outlook, (vii) timing of closing for currently pending acquisitions, (viii) spending additional capital in 2015 and 2016 on acquiring revenue producing assets not yet identified or under contract, (ix) customer activity levels during 2015 and into 2016, (x) Canada and Brazil's foreign exchange rates and their impact on the Company's financial and operational guidance, and (xi) the impact associated with iDen and non-iDen churn. These forward-looking statements may be affected by the risks and uncertainties in the Company's business. This information is qualified in its entirety by cautionary statements and risk factor disclosures contained in the Company's Securities and Exchange Commission filings, including the Company's annual report on Form 10-K filed with the Commission on March 2, 2015.

The Company wishes to caution readers that certain important factors may have affected and could in the future affect the Company's actual results and could cause the Company's actual results for subsequent periods to differ materially from those expressed in any forward-looking statement made by or on behalf of the Company. With respect to the Company's expectations regarding all of these statements, including its financial and operational guidance, such risk factors include, but are not limited to: (1) the ability and willingness of wireless service providers to maintain or increase their capital expenditures; (2) the Company's ability to identify and acquire sites at prices and upon terms that will allow the portfolio growth to be accretive; (3) the Company's ability to accurately identify any risks associated with its acquired sites, to effectively integrate such sites into its business and to achieve the anticipated financial results; (4) the Company's ability to secure and retain as many site leasing tenants as planned at anticipated lease rates; (5) the impact of continued consolidation among wireless service providers on the Company's leasing revenue; (6) the Company's ability to successfully manage the risks associated with international operations, including risks associated with foreign currency exchange rates; (7) the Company's ability to secure and deliver anticipated services business at contemplated margins; (8) the Company's ability to maintain expenses and cash capital expenditures at appropriate levels for its business while seeking to attain its investment goals; (9) the Company's ability to acquire land underneath towers on terms that are accretive; (10) the Company's ability to realize economies of scale from its tower portfolio; (11) the economic climate for the wireless communications industry in general and the wireless communications infrastructure providers in particular in the United States, Brazil, and internationally; (12) the continued dependence on towers and outsourced site development services by the wireless carriers; (13) the Company's ability to protect its rights to land under its towers; and (14) the Company's ability to obtain future financing at commercially reasonable rates or at all. With respect to the Company's plan for new builds, these factors also include zoning and regulatory approvals, weather, availability of labor and supplies and other factors beyond the Company's control that could affect the Company's ability to build 590 to 610 towers in 2016. With respect to its expectations regarding the ability to close pending acquisitions, these factors also include satisfactorily completing due diligence, the amount and quality of due diligence that the Company is able to complete prior to closing of any acquisition and its ability to accurately anticipate the future performance of the acquired towers, the ability to receive required regulatory approval, the ability and willingness of each party to fulfill their respective closing conditions and their contractual obligations and the availability of cash on hand or borrowing capacity under the Revolving Credit Facility to fund the consideration. With respect to repurchases under the Company's stock repurchase program, the amount of shares repurchased, if any, and the timing of such repurchases will depend on, among other things, the trading price of the Company's common stock, which may be positively or negatively impacted by the repurchase program, market and business conditions, the availability of stock, the Company's financial performance or determinations following the date of this announcement in order to use the Company's funds for other purposes.

This press release contains non-GAAP financial measures. Reconciliation of each of these non-GAAP financial measures and the other Regulation G information is presented below under "Non-GAAP Financial Measures."

This press release will be available on our website at www.sbasite.com.

About SBA Communications Corporation

SBA Communications Corporation is a first choice provider and leading owner and operator of wireless communications infrastructure in North, Central, and South America. By "Building Better Wireless," SBA generates revenue from two primary businesses - site leasing and site development services. The primary focus of the Company is the leasing of antenna space on

its multi-tenant communication sites to a variety of wireless service providers under long-term lease contracts. For more information please visit: www.sbasite.com.

CONSOLIDATED STATEMENTS OF OPERATIONS
(unaudited) (in thousands, except per share amounts)

	For the three months ended September 30,		For the nine months ended September 30,	
	2015	2014	2015	2014
Revenues:				
Site leasing	$ 371,993	$ 349,010	$ 1,112,182	$ 998,781
Site development	38,742	44,283	119,351	123,481
Total revenues	410,735	393,293	1,231,533	1,122,262
Operating expenses:				
Cost of revenues (exclusive of depreciation, accretion, and amortization shown below):				
Cost of site leasing	81,346	77,926	243,298	223,049
Cost of site development	30,387	33,950	91,662	93,432
Selling, general, and administrative [1]	27,872	26,589	86,017	76,707
Acquisition related adjustments and expenses	364	(58)	7,483	10,728
Asset impairment and decommission costs	63,353	5,992	74,185	13,554
Depreciation, accretion, and amortization	164,330	159,410	498,560	464,858
Total operating expenses	367,652	303,809	1,001,205	882,328
Operating income	43,083	89,484	230,328	239,934
Other income (expense):				
Interest income	1,276	161	2,284	428
Interest expense	(81,877)	(78,170)	(238,439)	(215,695)
Non-cash interest expense	(449)	(8,236)	(1,051)	(26,832)
Amortization of deferred financing fees	(4,803)	(4,599)	(13,973)	(13,114)
Loss from extinguishment of debt, net	—	(14,893)	—	(25,080)
Other (expense) income, net	(111,250)	611	(178,710)	20,384
Total other expense	(197,103)	(105,126)	(429,889)	(259,909)
Loss before provision for income taxes	(154,020)	(15,642)	(199,561)	(19,975)
Provision for income taxes	(1,926)	(982)	(7,112)	(4,710)
Net loss	(155,946)	(16,624)	(206,673)	(24,685)
Net loss per common share				
Basic and diluted	$ (1.23)	$ (0.13)	$ (1.61)	$ (0.19)
Weighted average number of common shares				
Basic and diluted	127,170	129,046	128,397	128,854

(1) Includes non-cash compensation of $6,631 and $6,319 for the three months ended September 30, 2015 and 2014, respectively, and $21,604 and $16,951 for the nine months ended September 30, 2015 and 2014, respectively.

CONDENSED CONSOLIDATED BALANCE SHEETS
(in thousands, except par values)

	September 30, 2015 (unaudited)	December 31, 2014
ASSETS		
Current assets:		
Cash and cash equivalents	$ 73,271	$ 39,443
Restricted cash	46,785	52,519
Short-term investments	702	5,549
Accounts receivable, net of allowance of $1,418 and $889 at September 30, 2015 and December 31, 2014, respectively	73,383	104,268

Costs and estimated earnings in excess of billings on uncompleted contracts	25,800	30,078
Prepaid and other current assets	114,930	95,031
Total current assets	334,871	326,888
Property and equipment, net	2,720,874	2,762,417
Intangible assets, net	3,737,105	4,189,540
Deferred financing fees, net	89,185	95,237
Other assets	514,722	467,043
Total assets	$ 7,396,757	$ 7,841,125
LIABILITIES AND SHAREHOLDERS' EQUITY (DEFICIT)		
Current Liabilities:		
Accounts payable	$ 32,197	$ 42,851
Accrued expenses	65,642	65,553
Current maturities of long-term debt	40,000	32,500
Deferred revenue	92,242	120,047
Accrued interest	39,184	53,178
Other current liabilities	19,002	16,921
Total current liabilities	288,267	331,050
Long-term liabilities:		
Long-term debt	8,446,850	7,828,299
Other long-term liabilities	359,296	342,576
Total long-term liabilities	8,806,146	8,170,875
Shareholders' deficit:		
Preferred stock - par value $.01, 30,000 shares authorized, no shares issued or outstanding	—	—
Common stock - Class A, par value $.01, 400,000 shares authorized, 126,143 and 129,134 shares issued and outstanding at September 30, 2015 and December 31, 2014, respectively	1,261	1,291
Additional paid-in capital	1,951,657	2,062,775
Accumulated deficit	(3,149,082)	(2,542,380)
Accumulated other comprehensive loss	(501,492)	(182,486)
Total shareholders' deficit	(1,697,656)	(660,800)
Total liabilities and shareholders' deficit	$ 7,396,757	$ 7,841,125

CONDENSED CONSOLIDATED STATEMENT OF CASH FLOWS
(unaudited) (in thousands)

	For the three months ended September 30,	
	2015	**2014**
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net loss	$ (155,946)	$ (16,624)
Adjustments to reconcile net loss to net cash provided by operating activities:		
Depreciation, accretion, and amortization	164,330	159,410
Non-cash interest expense	449	8,236
Deferred income tax expense (benefit)	3	(1,080)
Non-cash asset impairment and decommission costs	61,993	4,646
Non-cash compensation expense	6,702	6,416
Amortization of deferred financing fees	4,803	4,599
Loss from extinguishment of debt, net	—	14,893
Loss on remeasurement of U.S. denominated intercompany loan	112,130	—
Other non-cash items reflected in the Statements of Operations	(2,864)	330
Changes in operating assets and liabilities, net of acquisitions:		
Accounts receivable and costs and estimated earnings in excess of billings on uncompleted contracts, net	17,781	(9,993)
Prepaid expenses and other assets	(28,780)	(27,526)
Accounts payable and accrued expenses	6,781	(7,740)

Accrued interest	(13,430)	(7,990)
Other liabilities	(14,747)	22,766
Net cash provided by operating activities	159,205	150,343
CASH FLOWS FROM INVESTING ACTIVITIES:		
Acquisitions	(85,629)	(81,274)
Capital expenditures	(43,919)	(59,196)
Other investing activities	(573)	3,134
Net cash used in investing activities	(130,121)	(137,336)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Net borrowings (repayments) under Revolving Credit Facility	240,000	200,000
Repayment of Term Loans	(10,000)	(7,500)
Payments for settlement of convertible debt	—	(11,303)
Payments for settlement of common stock warrants	—	(326,607)
Repurchase and retirement of common stock	(250,041)	—
Payment for the redemption of 8.25% Notes	—	(253,805)
Proceeds from 4.875% Senior Notes, net of fees	—	732,459
Other financing activities	4,770	(1,876)
Net cash provided by (used in) financing activities	(15,271)	331,368
Effect of exchange rate changes on cash and cash equivalents	(10,388)	(1,770)
NET INCREASE IN CASH AND CASH EQUIVALENTS	3,425	342,605
CASH AND CASH EQUIVALENTS:		
Beginning of period	69,846	107,652
End of period	$ 73,271	$ 450,257

Selected Capital Expenditure Detail

	For the three months ended September 30, 2015	For the nine months ended September 30, 2015
	(in thousands)	
New tower build construction	$ 21,583	$ 76,688
Tower upgrades/augmentations	11,494	48,693
Refurbishment of headquarters building	2,115	12,288
Non-discretionary capital expenditures:		
Maintenance/improvement capital expenditures	7,438	21,363
General corporate expenditures	1,289	3,279
Total non-discretionary capital expenditures	8,727	24,642
Total capital expenditures	$ 43,919	$ 162,311

Communication Site Portfolio Summary

	Domestic	International	Total
Sites owned at June 30, 2015	15,467	9,341	24,808
Sites acquired during the third quarter	56	169	225
Sites built during the third quarter	35	92	127
Sites reclassified/decommissioned during the third quarter	(49)	—	(49)
Sites owned at September 30, 2015	15,509	9,602	25,111

Segment Operating Profit and Segment Operating Profit Margin

The reconciliation of Site Leasing Segment Operating Profit and Site Development Segment Operating Profit and the calculation of Segment Operating Profit Margin are as follows:

	Domestic Site Leasing		Int'l Site Leasing		Total Site Leasing	
	For the three months ended September 30,		For the three months ended September 30,		For the three months ended September 30,	
	2015	2014	2015	2014	2015	2014
	(in thousands)					
Segment revenue	$ 313,131	$ 293,775	$ 58,862	$ 55,235	$ 371,993	$ 349,010
Segment cost of revenues (excluding depreciation, accretion, and amortization)	(63,587)	(63,108)	(17,759)	(14,818)	(81,346)	(77,926)
Segment operating profit	$ 249,544	$ 230,667	$ 41,103	$ 40,417	$ 290,647	$ 271,084
Segment operating profit margin	79.7%	78.5%	69.8%	73.2%	78.1%	77.7%

	Site Development	
	For the three months ended September 30,	
	2015	2014
	(in thousands)	
Segment revenue	$ 38,742	$ 44,283
Segment cost of revenues (excluding depreciation, accretion, and amortization)	(30,387)	(33,950)
Segment operating profit	$ 8,355	$ 10,333
Segment operating profit margin	21.6%	23.3%

Non-GAAP Financial Measures

The press release contains non-GAAP financial measures including (i) Cash Site Leasing Revenue; (ii) Tower Cash Flow and Tower Cash Flow Margin; (iii) Adjusted EBITDA, Annualized Adjusted EBITDA, and Adjusted EBITDA Margin; (iv) Net Debt, Net Secured Debt, Leverage Ratio, and Secured Leverage Ratio (collectively, our "Non-GAAP Debt Measures"); (v) Funds from Operations ("FFO"), Adjusted Funds from Operations ("AFFO"), and AFFO per share; and (vi) certain financial metrics after eliminating the impact of changes in foreign currency exchange rates (collectively, our "Constant Currency Measures").

We have included these non-GAAP financial measures because we believe that they provide investors additional tools in understanding our financial performance and condition. Specifically, we believe that:

(1) Cash Site Leasing Revenue and Tower Cash Flow are indicators of the performance of our site leasing operations;
(2) Adjusted EBITDA, FFO, AFFO, and AFFO per share are useful indicators of the financial performance of our core businesses;
(3) Our Non-GAAP Debt Measures provide investors a more complete understanding of our net debt and leverage position as they include the full principal amount of our debt which will be due at maturity; and
(4) Our Constant Currency Measures provide management and investors the ability to evaluate the performance of the business without the impact of foreign currency exchange rate fluctuations.

In addition, Tower Cash Flow, Adjusted EBITDA, and our Non-GAAP Debt Measures are components of the calculations used by our lenders to determine compliance with certain covenants under our Senior Credit Agreement and indentures relating to our 5.625% Notes, 5.75% Notes, and 4.875% Notes. These non-GAAP financial measures are not intended to be an alternative to any of the financial measures provided in our results of operations or our balance sheet as determined in

accordance with GAAP.

We believe that FFO, AFFO, and AFFO per share, which are also being used by American Tower Corporation and Crown Castle International (our two public company peers in the communication site industry), provide investors useful indicators of the financial performance of our core business and permit investors an additional tool to evaluate the performance of our business against those of our two principal competitors. FFO, AFFO and AFFO per share are not necessarily indicative of the operating results that would have been achieved had we converted to a REIT. In addition, our FFO, AFFO, and AFFO per share may not be comparable to those reported in accordance with National Association of Real Estate Investment Trusts or by the other communication site companies as the calculation of these non-GAAP measures requires us to estimate the impact had we converted to a REIT, including estimates of the tax provision adjustment to reflect our estimate of our cash taxes had we been a REIT.

Financial Metrics after Eliminating the Impact of Changes In Foreign Currency Exchange Rates

We eliminate the impact of changes in foreign currency exchange rates for each of the following financial metrics by dividing the current period's financial results by the average monthly exchange rates of the prior year period. The table below provides the reconciliation of the reported growth rate year-over-year, of each of the following measures to the growth rate after eliminating the impact of changes in foreign currency exchange rates to such measure: (1) total site leasing revenue and international cash site leasing revenue, (2) total site leasing segment operating profit and international site leasing segment operating profit, (3) total Tower Cash Flow and international Tower Cash Flow, (4) Adjusted EBITDA, and (5) AFFO and AFFO per share.

	Third Quarter 2015 Year Over Year Growth Rate	Foreign Currency Impact	Growth Excluding Foreign Currency Impact
Total site leasing revenue	6.6%	(6.5%)	13.1%
International cash site leasing revenue	9.7%	(41.5%)	51.2%
Total site leasing segment operating profit	7.2%	(5.6%)	12.8%
International site leasing segment operating profit	1.7%	(37.4%)	39.1%
Total site leasing tower cash flow	9.0%	(4.9%)	13.9%
International site leasing tower cash flow	4.5%	(36.7%)	41.2%
Adjusted EBITDA	8.2%	(4.6%)	12.8%
AFFO	5.8%	(7.1%)	12.9%
AFFO per share	7.5%	(7.5%)	15.0%

Cash Site Leasing Revenue, Tower Cash Flow, and Tower Cash Flow Margin

The tables below set forth the reconciliation of Cash Site Leasing Revenue and Tower Cash Flow to their most comparable GAAP measurement and Tower Cash Flow Margin, which is calculated by dividing Tower Cash Flow by Cash Site Leasing Revenue. Tower Cash Flow for each of the periods set forth in the Outlook section above will be calculated in the same manner.

	Domestic Site Leasing		Int'l Site Leasing		Total Site Leasing	
	For the three months ended September 30,		For the three months ended September 30,		For the three months ended September 30,	
	2015	2014	2015	2014	2015	2014
	(in thousands)					
Site leasing revenue	$ 313,131	$ 293,775	$ 58,862	$ 55,235	$ 371,993	$ 349,010
Non-cash straight-line leasing revenue	(6,247)	(10,004)	(5,395)	(6,485)	(11,642)	(16,489)
Cash site leasing revenue	306,884	283,771	53,467	48,750	360,351	332,521
Site leasing cost of revenues (excluding depreciation, accretion, and amortization)	(63,587)	(63,108)	(17,759)	(14,818)	(81,346)	(77,926)
Non-cash straight-line ground lease expense	7,657	8,120	898	1,105	8,555	9,225
Tower Cash Flow	$ 250,954	$ 228,783	$ 36,606	$ 35,037	$ 287,560	$ 263,820
Tower Cash Flow Margin	81.8%	80.6%	68.5%	71.9%	79.8%	79.3%

Adjusted EBITDA, Annualized Adjusted EBITDA, and Adjusted EBITDA Margin

The table below sets forth the reconciliation of Adjusted EBITDA to its most comparable GAAP measurement. Adjusted EBITDA for each of the periods set forth in the Outlook section above will be calculated in the same manner:

	For the three months ended September 30,	
	2015	2014
	(in thousands)	
Net loss	$ (155,946)	$ (16,624)
Non-cash straight-line leasing revenue	(11,642)	(16,489)
Non-cash straight-line ground lease expense	8,555	9,225
Non-cash compensation	6,702	6,416
Loss from extinguishment of debt, net	—	14,893
Other expense (income)	111,250	(611)
Acquisition related adjustments and expenses	364	(58)
Asset impairment and decommission costs	63,353	5,992
Interest income	(1,276)	(161)
Total interest expense (1)	87,129	91,005
Depreciation, accretion, and amortization	164,330	159,410
Provision for taxes (2)	2,369	1,342
Adjusted EBITDA	$ 275,188	$ 254,340
Annualized Adjusted EBITDA (3)	$ 1,100,752	$ 1,017,360

(1) Total interest expense includes interest expense, non-cash interest expense, and amortization of deferred financing fees.
(2) For the three months ended September 30, 2015 and 2014, these amounts included $443 and $360, respectively, of franchise and gross receipts taxes reflected in the Statements of Operations in selling, general and administrative expenses.
(3) Annualized Adjusted EBITDA is calculated as Adjusted EBITDA for the most recent quarter multiplied by four.

The calculation of Adjusted EBITDA Margin is as follows:

	For the three months ended September 30,	
	2015	2014
	(in thousands)	
Total revenues	$ 410,735	$ 393,293
Non-cash straight-line leasing revenue	(11,642)	(16,489)
Total revenues minus non-cash straight-line leasing revenue	$ 399,093	$ 376,804
Adjusted EBITDA	$ 275,188	$ 254,340
Adjusted EBITDA Margin	69.0%	67.5%

Funds from Operations ("FFO") and Adjusted Funds from Operations ("AFFO")

The tables below set forth the reconciliations of FFO and AFFO to their most comparable GAAP measurement. AFFO for each of the periods set forth in the Outlook section above will be calculated in the same manner:

	For the three months ended September 30,	
	2015	2014
	(in thousands)	

Net loss	$ (155,946)	$ (16,624)
Adjusted tax provision [1]	436	36
Real estate related depreciation, amortization, and accretion	162,811	157,939
FFO	$ 7,301	$ 141,351
Adjustments to FFO:		
Non-cash straight-line leasing revenue	(11,642)	(16,489)
Non-cash straight-line ground lease expense	8,555	9,225
Non-cash compensation	6,702	6,416
Non-real estate related depreciation, amortization, and accretion	1,519	1,471
Amortization of deferred financing costs and debt discounts	5,252	12,835
Interest deemed paid upon conversion of convertible notes	—	7,392
Loss from extinguishment of debt, net	—	14,893
Other expense (income)	111,250	(611)
Acquisition related adjustments and expenses	364	(58)
Asset impairment and decommission costs	63,353	5,992
Non-discretionary cash capital expenditures	(8,727)	(8,582)
AFFO	$ 183,927	$ 173,835
Weighted average number of common shares [2]	128,279	130,234
AFFO per share	$ 1.43	$ 1.33

(1) Adjusts the income tax provision during the period, to reflect our estimate of cash income taxes (primarily foreign taxes) that would have been payable had we been a REIT.
(2) For purposes of the AFFO per share calculation, the basic weighted average number of common shares has been adjusted to include the dilutive effect of stock options and restricted stock units.

Net Debt, Net Secured Debt, Leverage Ratio, and Secured Leverage Ratio

Net Debt is calculated using the notional principal amount of outstanding debt. Under GAAP policies, the notional principal amount of the Company's outstanding debt is not necessarily reflected on the face of the Company's financial statements.

The Net Debt and Leverage calculations are as follows:

	September 30, 2015
	(in thousands)
2010-2C Tower Securities	$ 550,000
2012-1C Tower Securities	610,000
2013-1C Tower Securities	425,000
2013-2C Tower Securities	575,000
2013-1D Tower Securities	330,000
2014-1C Tower Securities	920,000
2014-2C Tower Securities	620,000
Revolving Credit Facility	280,000
2012-1 Term Loan A	160,000
2014 Term Loan B (carrying value of $1,478,265)	1,481,250
2015 Term Loan B (carrying value of $493,946)	498,750
Total secured debt	6,450,000
5.625% 2019 Senior Notes	500,000
5.75% 2020 Senior Notes	800,000
4.875% 2022 Senior Notes (carrying value of $744,639)	750,000
Total unsecured debt	2,050,000
Total debt	$ 8,500,000

Leverage Ratio	
Total debt	$ 8,500,000
Less: Cash and cash equivalents, short-term restricted cash and short-term investments	(120,758)
Net debt	$ 8,379,242
Divided by: Annualized Adjusted EBITDA	$ 1,100,752
Leverage Ratio	7.6x

Secured Leverage Ratio	
Total secured debt	$ 6,450,000
Less: Cash and cash equivalents, short-term restricted cash and short-term investments	(120,758)
Net Secured Debt	$ 6,329,242
Divided by: Annualized Adjusted EBITDA	$ 1,100,752
Secured Leverage Ratio	5.7x

Contacts

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Source: SBA Communications Corporation

News Provided by Acquire Media

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 10A
Meeting Date: 2/8/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager

THRU: Pam E. Booker, City Attorney

FROM: Brennan Keeler, Staff Attorney BK

Agenda Item: Ordinance: AN ORDINANCE AUTHORIZING THE CITY MANAGER OF THE CITY OF PORT ST. LUCIE TO ENTER INTO A SECOND AMENDMENT TO CELL TOWER SITE LEASE AGREEMENT BETWEEN THE CITY OF PORT ST. LUCIE, DYNAMIC TOWERS, INC., AND SBA TOWERS IX, LLC; PROVIDING AN EFFECTIVE DATE.

Submittal Date: 1/12/2016 16-07

STRATEGIC PLAN LINK: Goal 2 – Growing Local Economy: Retain and grow existing businesses in Port St. Lucie.

BACKGROUND: A cellular telecommunications tower was constructed at the Tulip Park water retention area by Dynamic Towers, Inc. ("DTI") in 2013. Ownership of the cell tower is being transferred from DTI to SBA Towers IX, LLC ("SBA"). SBA will replace DTI as the Lessee and the City of Port St. Lucie will remain the Lessor.

ANALYSIS: Pursuant to Paragraph 6 of the original Cell Tower Site Lease Agreement (executed September 19, 2013), DTI may assign the Lease with the City's prior written consent. DTI is assigning its entire interest in the Lease to SBA.

The attached Second Amendment to Cell Tower Site Lease Agreement ("Agreement"), if approved, satisfies the condition of prior written consent from the City to DTI, in allowing the requested Lease assignment. In addition to the parties, the Agreement amends the termination language and authorizes SBA to encumber the leasehold interest with a mortgage subordinate to the City's interest. The City remains the Lessor, while the Lessee changes from DTI to SBA. The terms and conditions of the original Lease remain in effect and binding on SBA.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: Reviewed by Staff Attorney Brennan Keeler on 1/12/2016.

STAFF RECOMMENDATION: Approval.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: 5 minutes (if necessary).

REQUESTED MEETING DATE: 2/8/2016

LOCATION OF PROJECT: Tulip Park – See Attached Map

ATTACHMENTS:

- Ordinance 16-
- Map – Tulip Park
- Exhibit A to Ordinance 16- – Second Amendment to Cell Tower Site Lease Agreement
- Exhibit 1 to Second Amendment to Cell Tower Site Lease Agreement

cc: Charlie Proulx, Finance Dept. – Accountant

RECEIVED

FEB 0 1 2016

CITY MANAGER'S OFFICE

COUNCIL ITEM 10A
DATE 2/8/16

ORDINANCE 16-07

AN ORDINANCE AUTHORIZING THE CITY MANAGER OF THE CITY OF PORT ST. LUCIE TO ENTER INTO A SECOND AMENDMENT TO CELL TOWER SITE LEASE AGREEMENT BETWEEN THE CITY OF PORT ST. LUCIE, DYNAMIC TOWERS, INC., AND SBA TOWERS IX, LLC; PROVIDING AN EFFECTIVE DATE.

THE CITY OF PORT ST. LUCIE HEREBY ORDAINS:

Section 1. The City Manager of the City of Port St. Lucie is hereby authorized and directed to enter into a Second Amendment to Cell Tower Site Lease Agreement between the City of Port St. Lucie, Dynamic Towers, Inc., and SBA Towers IX, LLC, for a telecommunication tower located at Tulip Park; to be substantially in the form of the Second Amendment to Cell Tower Site Lease Agreement attached hereto as Exhibit "A" and incorporated by reference herein.

Section 2. 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, Florida, this ____ day of _____, 2016.

CITY COUNCIL
CITY OF PORT ST. LUCIE

BY:_____
Gregory J. Oravec, Mayor

ATTEST:

_____
Karen A. Phillips, City Clerk

APPROVED AS TO FORM:

_____
Pam E. Booker, City Attorney

Tulip Park Cell Tower

Map produced by the City of Port St Lucie City Council Map Generator Website on: 1/12/2016

Scale:

0 0.05 0.1 0.2

mi

EXHIBIT
tabbies
A

Prepared by and return to:
Brennan Keeler, Esq.
City of Port St. Lucie Legal Dept.
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984
Site Name: Tulip Park
Location: Port St. Lucie, Florida

SECOND AMENDMENT TO CELL TOWER SITE LEASE AGREEMENT

THIS SECOND AMENDMENT TO CELL TOWER SITE LEASE AGREEMENT (this "Agreement") is made effective this ___ day of _____, 2016, by and between City of Port St. Lucie, a Florida municipal corporation, with an address of 121 SW Port St. Lucie Blvd., Port St. Lucie, Florida 34984 (hereinafter referred to as "Owner"), and Dynamic Towers, Inc. a Florida limited liability company, with a mailing address of 575 Mercantile Place, Suite 104, Port St. Lucie, Florida 34986 (hereinafter referred to as "Company"), and SBA Towers IX, LLC a Delaware limited liability company, with a mailing address of 8051 Congress Avenue, Boca Raton, Florida 33487 (hereinafter referred to as "SBA").

WITNESSETH:

WHEREAS, Company and Owner are parties to that certain Cell Tower Site Lease Agreement dated September 19, 2013, as amended by that First Amendment to Cell Tower Site Lease Agreement dated September 19, 2013 (collectively, the "Site Lease Agreement"), pursuant to which Company leased from Owner certain real property owned by Owner located in St. Lucie County, Florida and by which Owner granted Company certain access and utility easements (the "Premises");

WHEREAS, Company and SBA entered into a Purchase and Sale Agreement, dated November 23 2015, pursuant to which, among other matters, Company agreed to assign its interest in the Site Lease Agreement to SBA or its assignee.

WHEREAS, Owner, Company and SBA desire to enter into this Agreement to provide for (i) Owner's consent to and acknowledgement of the assignment of the Site Lease Agreement by Company to SBA, as required by the Site Lease Agreement and (ii) the amendment of the Site Lease Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intent to be legally bound, Owner, Company and SBA agree as follows:

1. **Consent to Assignment.** In accordance with Paragraph 6 of the Site Lease Agreement, Owner hereby consents to the acquisition by SBA (or any affiliate thereof), directly or indirectly, of Company's interest in the Site Lease Agreement.

2. **Estoppel.** "Lessee" shall mean Company prior to the assignment to and assumption by SBA of the Site Lease Agreement, and shall mean SBA after the assignment to and assumption by SBA of the Site Lease Agreement. Owner and Lessee agree as follows:

(a) Lessee is the current tenant under the Site Lease Agreement, and the Site Lease Agreement is in full force and effect, and, as amended hereby, contains the entire agreement between Owner and Lessee with respect to the Premises.

(b) Attached as Exhibit 1 is a true and complete copy of the Site Lease Agreement and all amendments or modifications thereto. The Site Lease Agreement constitutes the entire agreement between Owner and Lessee with respect to the subject matter thereof.

(c) The Site Lease Agreement commenced on September 23, 2013 and will expire in ten (10) years. Lessee has the option to extend the term of the Site Lease Agreement for three (3) additional terms of five (5) years each.

(d) The rent commencement date under the Site Lease Agreement is September 23, 2013. Lessee's annual rent under the Site Lease Agreement is stated in Paragraph 4 of the Site Lease Agreement. Additionally, Lessee pays to Owner additional revenue as set forth in Paragraph 20 of the Site Lease Agreement. Lessee's annual rent and additional revenue are paid on a monthly basis. Rent shall escalate in accordance with Paragraph 4 of the Site Lease Agreement. All rent, additional revenue and other charges due and payable under the Site Lease Agreement have been paid through January 31, 2016.

(e) Lessee shall remit all payments to Owner as set forth in Paragraph 4 of the Site Lease Agreement.

(f) No default exists under the Site Lease Agreement on the part of Lessee, and to Owner's knowledge, no event or condition has occurred or exists which, with notice or the passage of time or both, would constitute a default by Lessee under the Site Lease Agreement.

(g) Owner (i) is the owner of the fee interest in the Premises, (ii) has not assigned any interest in the Site Lease Agreement, and (iii) is not under agreement to or negotiating an agreement to assign its interest in the Site Lease Agreement.

(h) The individual executing this Agreement on behalf of Owner is authorized to do so and has the full power to bind Owner.

3. **Binding Effect.** This Agreement shall be binding on Owner, Company and SBA and their respective successors and assigns.

4. **Paragraph 2 Amendment(s): Initial Term.**

Paragraph 2 of the Site Lease Agreement is hereby amended to delete the second sentence (2nd) thereof and now reads the following:

The initial term of this Lease shall commence on the Rent Start Date (defined in Paragraph 4) and shall continue for a period of ten (10) years. ~~The City has the option to cancel the lease at any time by first providing DTI with One Hundred Twenty (120) days advance written notice of cancellation.~~

5. **Paragraph 12 Amendment(s): Termination.**

Paragraph 12 of the Site Lease Agreement is hereby amended and now reads the following:

DTI may ~~must~~ terminate this Lease with City without further liability only if DTI does not obtain all permits or other approvals (collectively "approval") required from any governmental authority or any easements required from any third party to operate the Facility, or if any such approval subsequently is canceled, expires, or is withdrawn or terminated, or if City fails to have proper ownership, or appropriate clear title to the Leased Premises or authority to enter into this Lease. Upon termination, City shall retain all prepaid rent. The City may ~~shall~~ cancel the Lease with One Hundred Twenty (120) days advance written notice without further obligation or liability if City decides, for any reason, to utilize the Leased Premises in a manner inconsistent with the continued use of the Leased Premises by Lessee or if the tower unreasonably interferes with the City's ability to provide service to its customers or there exists a safety concern or by breach of any other provision of this lease.

6. **Paragraph 30 Added: Encumbrance of Lessee's Leasehold Interest.**

Paragraph 30 is hereby added to the Site Lease Agreement and reads the following:

(a) The Lessee may from time to time during the initial term of this Site Lease Agreement or any extensions thereof, encumber by mortgage or other security instruments by way of assignment or otherwise, Lessee's interest under this Site Lease Agreement with the written consent of the City Council. Any such encumbrance shall be subordinate and inferior to this Lease; and, shall be an encumbrance or lien only on the Lessee's interest in the Site Lease Agreement and leasehold estate and not on the Owner's fee interest in the property.

(b) The promissory note and other appropriate instrument(s) evidencing such loan shall provide that the indebtedness shall be fully amortized over a period which shall terminate not later than the expiration of the initial term of the Site Lease Agreement.

(c) Lessee shall provide to Lessor any and all appraisals or valuations associated with the mortgage or security instrument.

(d) The lender shall agree to give notice to the Lessor of any default by the Lessee under any such loan and loan agreement, and such default shall be a default in this Site Lease Agreement.

(e) All lenders shall give notice as to their interests to the Lessor by filing a copy of the security agreements or mortgages with the Lessor.

(f) It is specifically understood and agreed that nothing herein shall be construed to require or allow the Lessor to do, perform or cause to act in violation of Article VII, Paragraph 10 of the Florida Constitution. The right to grant a security interest hereunder by the Lessee shall in no way obligate Lessor to pay any obligation of the Lessee. Any lender to Lessee shall have the obligation to perform all agreements, condition and covenants of this Site Lease Agreement in the event of a default by Lessee.

(g) Lender(s) do not acquire any rights greater than those of Lessee under the Site Lease Agreement.

7. **Execution and Counterparts.** To facilitate execution, the parties hereto agree that this Agreement may be executed and telecopied or emailed to the other parties and that the executed telecopy or emailed copy shall be binding and enforceable as an original; provided, however, that, if this document is to be recorded, at least one original signature of Owner and Company shall be provided to SBA for recordation purposes. This Agreement may be executed in as many counterparts as many be required and it shall not be necessary that the signature of, or on behalf of, each party, or that the signatures of all persons required to bind any party, appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind any party, appear on one of more of such counterparts.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY;

SIGNATURE PAGES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to Cell Tower Site Lease Agreement to be duly and effective as of the date first above written.

Signed in the presence of:

_____
Print Name:_____

_____
Print Name:_____

OWNER:

The City of Port St. Lucie
a Florida municipal corporation

By:_____
Name:_____
Its:_____

State of Florida
County of St. Lucie

On this, the ___ day of _____, 2016, before me, a Notary Public, the undersigned officer, personally appeared_____, who acknowledged himself/herself to be the _____of the City of Port St. Lucie a municipal corporation, and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purposed therein contained.

(AFFIX NOTARY SEAL)

_____
Notary Public, State of Florida
Print Name:_____
Commission No.:_____
My Commission Expires:_____

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to Cell Tower Site Lease Agreement to be duly and effective as of the date first above written.

Signed in the presence of:

_____
Print Name:_____

_____
Print Name:_____

COMPANY:

Dynamic Towers, Inc., a Florida corporation

By:_____
Name: Kevin T. Aycock
Its: President

State of Florida
County of St. Lucie

On this, the ___ day of _____, 2016, before me, a Notary Public, the undersigned officer, personally appeared Kevin T. Aycock, who acknowledged himself to be the President of Dynamic Towers, Inc. a Florida corporation, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposed therein contained.

(AFFIX NOTARY SEAL)

_____
Notary Public, State of Florida
Print Name:_____
Commission No.:_____
My Commission Expires:_____

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to Cell Tower Site Lease Agreement to be duly and effective as of the date first above written.

Signed in the presence of:

_____

Print Name:_____

_____

Print Name:_____

SBA:

SBA Towers IX, LLC a Delaware Limited Liability Company

By:_____

Name: Neil Seidman

Its: Senior Vice President

State of Florida

County of Palm Beach

On this, the ___ day of _____, 2016, before me, a Notary Public, the undersigned officer, personally appeared Neil Seidman, who acknowledged himself to be the Senior Vice President of SBA Towers IX, LLC, a Delaware limited liability company, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposed therein contained.

(AFFIX NOTARY SEAL)

_____

Notary Public, State of Florida

Print Name:_____

Commission No.:_____

My Commission Expires:_____

Prepared by and return to:
Stefanie A. Beskovoyne
City of Port St. Lucie Legal Dept.
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984

EXHIBIT
1

CELL TOWER SITE LEASE AGREEMENT

THIS SITE LEASE AGREEMENT ("Lease") made on this 19 day of September, 2013, between the CITY OF PORT ST. LUCIE, a Florida municipal corporation (hereinafter referred to as "CITY"), and DYNAMIC TOWERS INC., a Florida corporation, (hereinafter referred to as "DTI").

WITNESSETH

That CITY, for and in consideration of the restrictions and covenants herein contained, hereby leases to DTI and DTI hereby agrees to lease from CITY certain Lease Premises located within TRACT "A", FIRST REPLAT IN PORT ST. LUCIE SECTION FORTY ONE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 24, PAGE 3, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. The leased premises ("the Lease Premises), is more particularly described as follows:

A PARCEL OF LAND BEING A PORTION OF TRACT "A", FIRST REPLAT IN PORT ST. LUCIE SECTION FORTY ONE, AS RECORDED IN PLAT BOOK 24, PAGE 3 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE SOUTHEAST CORNER OF SAID TRACT "A";
THENCE ON A PLAT BEARING OF N72°00'00"W ALONG THE SOUTH LINE OF SAID TRACT "A", A DISTANCE OF 10.00 FEET;
THENCE CONTINUE N72°00'00"W CONTINUING ALONG SAID SOUTH LINE, A DISTANCE OF 20.00 FEET;
THENCE N18°00'00"E A DISTANCE OF 283.13 FEET;
THENCE N27°00'00"W A DISTANCE OF 6.57 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUE N27°00'00"W A DISTANCE OF 100.00 FEET;
THENCE N63°00'00"E A DISTANCE OF 30.00 FEET;
THENCE S27°00'00"E A DISTANCE OF 100.00 FEET;
THENCE S63°00'00"W A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING;
SAID PARCEL OF LAND SITUATE WITHIN ST. LUCIE COUNTY, FLORIDA, CONTAINING 3,000.00 SQUARE FEET, MORE OR LESS.

IT IS FURTHER MUTUALLY UNDERSTOOD:

1. Leased Premises and Permitted Uses

CITY hereby leases to DTI the Lease Premises, a portion of the Tulip Boulevard Public Works Lease Premises (the entirety of CITY's property is hereinafter referred to as the "Land"), which is more specifically described above, together with a non-exclusive easement (the "Easement") over, under and across the Land for (i) reasonable access to the Lease Premises extending from the nearest public right-of-way and located in public right of way (not inside the compound) utility easements (the Lease Premises and Easement are hereinafter collectively referred to as the "Lease Premises"), comprised of a 150' monopole tower, and uses incidental thereto. DTI will use the Lease Premises in a manner that will not unreasonably disturb the quiet use and enjoyment of the City's Public Works Department and neighboring community. If DTI breaches this covenant, DTI is subject to Section 13 of the Lease.

DTI, at its expense, shall survey said Lease Premises which is legally described on said survey on Exhibit A, attached hereto and made a part hereof, and shall control in the event of discrepancies between it and the above legal description. However, DTI shall provide at least a forty-eight (48) hour advance, by written notice or e-mail transmission to the CITY'S Public Works Department for coordination and approval in the CITY'S sole discretion of any proposed use or disturbance of the non-leased adjoining and adjacent lands.

2. Initial Term

The initial term of this Lease shall commence on the Rent Start Date (defined in Section 4) and shall continue for a period of ten (10) years. The City has the option to cancel the lease at any time by first providing DTI with One Hundred Twenty (120) days advance written notice of cancellation.

3. Renewal Terms

This Lease shall automatically renew for three (3) five-year terms (each being a "Renewal Term"), unless either party provides written notice, by certified mail, at least ninety (90) days prior to the expiration of the Initial Term or any Renewal Term, of its intention not to renew this Lease.

4. Rent

The first year's annual rent shall be EIGHTEEN THOUSAND DOLLARS AND NO CENTS ($18,000.00) and payable in advance in equally monthly installments ($1,500.00 /month), beginning on the Rent Start Date and due and payable on the first day of each month thereafter. The "Rent Start Date" shall be the date this Lease is fully executed. Lease must be

fully executed within sixty (60) days of City Council approval. Rent payments shall be sent to:

City of Port St. Lucie
Attn: Finance Department
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, Florida, 34984

or at such other place and to such other person as the CITY may from time to time designate in writing.

During the Initial Term and each Renewal Term, annual rent shall be increased on each anniversary by an amount equal to four percent (4%) of the annual rent for the previous year.

5. Title and Quite Possession.

CITY represents and agrees that (i) it is the owner of the leased premises; (ii) it has the right to enter into this Lease; (iii) the person signing this Lease has the authority to sign on behalf of the CITY; (iv) DTI is entitled to access the Lease Premises at all times and to the quiet possession of the Lease Premises throughout the Initial Term and each Renewal Term so long as DTI is not in default beyond the expiration of any cure period; (v) DTI will maintain the Lease Premises, in good condition, reasonable wear and tear excepted; and (vi) there are no other liens, judgments or impediments of title on the Lease Premises or affecting CITY's title to the same and that there are no covenants, easements, restrictions or agreements binding on CITY or the Lease Premises which prevent DTI's permitted use of the Lease Premises. DTI's access to the Lease Premises "at all times" means that DTI's access shall be seven (7) days a week, twenty-four (24) hours a day, three hundred sixty-five (365) days a year.

6. Assignment and Subleasing

DTI will not assign or transfer this Lease without the prior written consent of CITY. However, DTI may assign this Lease (with CITY's prior written consent) to DTI's principal(s), affiliates, or any subsidiary of DTI, its principal(s) or affiliates, to any entity that acquires all or substantially all of DTI's assets in the market defined by the Federal Communications Commission by reason of a merger, acquisition or other business reorganization. DTI may sublet the Lease Premises without CITY's prior written consent but shall remain as the Lessee and fully liable to CITY under this Lease.

7. Notices

All notices must be in writing and are effective when deposited in the U.S. Mail, sent certified (return receipt requested) and postage prepaid, or when sent via overnight delivery, to the address set forth below, or as otherwise provided by law.

CITY: City of Port St. Lucie
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984
Attn: City Manager

With copy to: City of Port St. Lucie
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099
Attn: City Attorney

With copy to: Public Works Department
City of Port St. Lucie
121 SW Port St. Lucie Blvd, #B
Port St. Lucie, FL 34984
Attn: Public Works Director

DTI: Dynamic Towers Inc.
575 NW Mercantile Place #104
Port St. Lucie, FL 34986
Attn: Kevin T. Aycock, President

8. Improvements

DTI shall, at DTI's expense, make such improvements on the Lease Premises, as it deems necessary from time to time for the operation of the Facility, including the right to replace, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto, during the term of this Lease. A security fence consisting of chain link construction or similar but comparable construction will be placed around the perimeter of the Lease Premises at the expense of DTI. DTI will also provide and install public awareness signage concerning the Leased Premises usage and contact information. Such signage content will be provided to the CITY'S Public Works Department for review and approval and shall be in compliance with any and all applicable federal, state and local requirements. CITY agrees to cooperate with DTI with respect to obtaining any required zoning approvals and other governmental permits for the cell tower site and such improvements.

Within ninety (90) days after termination or expiration of this Lease, DTI will remove its equipment and improvements (excluding footings, landscaping or plant life) and will restore the Lease Premises to the condition existing on the commencement of this Lease, except for ordinary wear and tear and improvements made at the City's request. CITY agrees and acknowledges that all of the equipment, fixtures and personal property of DTI shall remain the personal property of DTI and DTI shall have the right to remove the same, whether or not said items are considered fixtures and attachments to real property under applicable law. If such

time for removal causes DTI to remain on the Lease Premises after termination of this Lease, DTI shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of its equipment and improvements and all personal property is completed.

DTI acknowledges that it may be necessary to remove and replace the landscape and fencing on the Lease Premises in the future due to the existing ground conditions. DTI agrees to pay for the cost of any removal and replacement of the landscape and fencing on the Lease Premises at the sole discretion of the CITY.

9. Compliance with Laws

DTI will comply with all applicable laws relating to its possession and use of the Lease Premises, including, without limitation, posting requirements of the Federal Communications Commission.

10. Removal

Any obsolete or unused tower shall be removed after twelve (12) months of non-use. A removal bond irrevocable letter of credit equal to the following shall be required prior to obtaining final site development permits

1. Towers up to 150 feet in height = $15,000
2. Towers 151 to 200 feet in height = $20,000

11. Interference

DTI will cure technical interference problems with other equipment located on the Lease Premises prior to the effective date of this Lease or any equipment to that becomes attached to the Land at any future date when DTI desires to add additional equipment to equipment. CITY and DTI acknowledge that there will not be an adequate remedy at law for non-compliance with the provisions of this paragraph and therefore, DTI shall have the right to specifically enforce the provisions of this paragraph in a court of competent jurisdiction.

12. Termination

DTI must terminate this Lease to CITY without further liability only if DTI does not obtain all permits or other approvals (collectively "approval") required from any governmental authority or any easements required from any third party to operate the Facility, or if any such approval subsequently is canceled, expires or is withdrawn or terminated, or if CITY fails to have proper ownership, or appropriate clear title to the Lease Premises or authority to enter into this Lease. Upon termination, CITY shall retain all prepaid rent. The City shall cancel the Lease without further obligation or liability if the tower unreasonably interferes with the City's ability to provide service to its customers or there exists a safety concern or by breach of any other provision of

this Lease.

13. Default

If either party is in default under this Lease for a period of (i) twenty (20) days following receipt of written notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (ii) thirty (30) days following receipt of written notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate this Lease. If the non-monetary default may not reasonably be cured within a thirty (30) day period, this Lease may not be terminated if the defaulting party commences action to cure the default within such thirty (30) day period and proceeds with due diligence to fully cure the default.

Notwithstanding anything in this Lease to the contrary, in the event of a default by CITY which results in DTI being unable to operate the Facility for a period of time exceeding CITY's initial thirty (30) day cure period, the rent shall abate for the period of time after expiration of the initial thirty (30) day cure period until the earlier of such date as CITY has cured the non-monetary default or DTI is able to continue operating the Facility; provided, further, that if DTI is unable to operate the Facility for more than ninety (90) days, DTI shall have the right to immediately terminate this Lease. Any such notice of termination shall cause this Lease to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Lease and the parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Lease.

14. Hazardous Substances

DTI shall not introduce or use any such substance on the Lease Premises in violation of any applicable law.

15. Insurance

DTI will maintain commercial general liability and Leased Premises liability insurance with minimum liability limits of not less than ONE MILLION DOLLARS AND NO CENTS ($1,000,000.00) for injury to or death of one or more persons in any one occurrence and not less than ONE MILLION DOLLARS AND NO CENTS ($1,000,000.00) for damage or destruction of property in any one occurrence, with not less than THREE MILLION DOLLARS AND NO CENTS ($3,000,000.00) general aggregate insurance coverage. The coverage shall also include products and completed operations and shall be primary. All such insurance policies

shall by issued by companies approved by the CITY and licensed to do business in the State of Florida and all such policies shall contain a provision whereby the policy is endorsed to the CITY so the policy cannot be canceled or modified unless the CITY is given at least thirty (30) days prior written notice of such nonrenewal, cancellation or modification of coverage. DTI shall provide the CITY certificates showing such insurance to be in place and showing the "City of Port St. Lucie" as an additional insured under the policies. Waiver of subrogation is to be provided in favor of the City.

If a contractor or subcontractor is hired to perform repairs, renovations or other improvements or any type of construction at the leased premises, said contractor must provide proof of at least equivalent coverage including providing the additional insured status to the City including completed operations coverage under general liability.

DTI shall be responsible for assuring that the insurance certificates required in conjunction with this section remain in full force for the duration of this Lease Agreement and any extension or renewal thereof. If insurance certificates are scheduled to expire during the term of this Lease Agreement, DTI shall be responsible for submitting new or renewed insurance certificates to the CITY at a minimum of thirty (30) days in advance of such expiration.

16. Indemnification and Hold Harmless

DTI shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses, or damages, including attorney fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Lease Agreement by DTI or its employees, agents, servants, partners, principals, subcontractors, guests, invitees, licensees, or assignees. DTI shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The indemnities provided by DTI under this Lease Agreement will not extend or apply to any claims, damages, suits or actions caused by or resulting from the sole negligence or willful misconduct of the CITY, or its officers, employees, agents, contractors, or instrumentalities. DTI expressly understands and agrees that any insurance protection required by this Lease Agreement or otherwise provided by DTI shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

17. Taxes

DTI shall be responsible for making any necessary returns for and paying any and all Lease Premises taxes separately levied or assessed against its improvements on the Ground Space. DTI shall reimburse the CITY, as additional rent, any documented increases in real estate taxes levied against the Lease Premises which are directly attributable to the improvements constructed by DTI and are not separately levied or assessed against DTI's improvements by the taxing authority. CITY shall provide to DTI a copy of any notice, assessment or billing relating to real estate taxes for which DTI is responsible under this Lease within thirty (30) days of receipt of the same by CITY. DTI shall have no obligation to make payment of any real estate taxes until DTI has received the notice, assessment or billing relating to such payment as set forth in the preceding sentence. DTI shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any real estate tax assessment or billing for which DTI is wholly or partly responsible for payment under this Lease. CITY shall reasonably cooperate with DTI in filing, prosecuting and perfecting any appeal or challenge to real estate taxes as set forth in the preceding sentence, including but not limited to, executing any consent to appeal or other similar document.

18. Recording

CITY and DTI agree that this Lease Agreement will be recorded in the appropriate office of St. Lucie County. DTI shall be responsible for the recording costs.

19. Title Insurance

DTI, at DTI's option and expense, may obtain title insurance on the Leased Premises. CITY shall cooperate with DTI's efforts to obtain a title insurance policy by executing documents, or at DTI's expense, obtain requested documentation as required by the title insurance company. At DTI's option, should the CITY fail to provide requested documentation within thirty (30) days of CITY's receipt of DTI's written request, or fail to provide the Non-Disturbance instruments(s) are received, or if title is found to be defective and CITY has failed to cure the defects within a reasonable period, DTI may cancel this Lease. Any such notice of termination shall cause this Lease Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Lease and the parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Lease.

20. Co-Location

DTI shall design the 150' monopole tower structure and facility to allow for at least three (3) other telecommunications providers. The availability of the tower shall be subject to the structural limitations as may be imposed by current and future regulations. DTI shall pay to City twenty-five percent (25%) of all rental revenues received from any co-locator. DTI shall provide copies of all co-locate agreements to the City of Port St. Lucie for verification of co-locate revenue share due to the City. Said agreements shall be provided prior to pulling a building permit for the additional provider. Failure to provide said documentation at any time during the lease term shall constitute a default. DTI shall be entitled to recoup from any co-locator, a pro rata share of the capital cost of construction of the tower. The City shall not share this capital contribution. City acknowledges and agrees that the continuity of DTI's services is of paramount importance. City at all times shall exercise the greatest care and judgment to prevent damage to DTI's services. City agrees that DTI may cause its engineers to verify by frequency search that the proposed additional provider will not interfere with the radiating or receiving facilities of DTI.

21. Sale of Land

If CITY should, at any time during the term of this Lease Agreement, decide to sell all of its Land, which includes the Lease Premises, to a purchaser other than DTI, such sale shall be under and subject to this Lease and DTI's rights hereunder, unless both parties agree to terminate the Lease.

22. Casualty

If DTI's Facility or improvements are damaged or destroyed by fire or other casualty, DTI shall not be required to repair or replace the Facility or any of DTI's improvements made by DTI. DTI shall not be required to expend funds for repairs that are more than fifty-percent (50%) of the replacement value of the Facility or any improvements.

Additionally, if completion of the repairs is not possible within forty-five (45) days following the date of the damage or destruction, DTI may terminate this Lease by giving thirty (30) days written notice to CITY. Termination shall be effective at expiration of 30 days period after such notice is given. Upon such termination, this Lease shall become null and void and CITY and DTI shall have no other further obligations to each other, other than DTI's obligation to remove DTI's property as hereinafter provided.

23. Inspections

CITY shall permit DTI or DTI's employees, agents and contractors access to the Lease Premises to conduct inspections on the Lease Premises (including Phase I and Phase II audits),

radio frequency tests and such other tests, investigations and similar activities as DTI may deem necessary, at the sole cost of DTI.

The scope, sequence and timing of the inspections shall be at the sole discretion of DTI. DTI shall provide a minimum of 48 hours written notification to CITY and Public Works Director, or his designee. The inspections may be commenced during normal business hours, for the duration of the Lease. DTI and its employees, agents and contractors shall have the right to bring the necessary vehicles and equipment onto the Lease Premises for any investigations and similar activities.

DTI shall indemnify and hold CITY harmless against any loss of damage for personal injury or physical damage to the Lease Premises, CITY's surrounding property or the property of third parties. DTI shall furnish to CITY copies of the environmental findings.

DTI at its expense shall restore the Land to its original condition for any changes caused by said testing excluding normal wear and tear.

24. Enforcement

DTI is responsible for any damage to the Utility, its facility, equipment and personnel, and all rights and remedies of the CITY under this Lease Agreement shall be cumulative and shall not be exclusive of any other rights and remedies provided to CITY under applicable law.

25. Holdover

If DTI, with the consent of the CITY, remains in possession of the demised premises after the expiration of the term of this Lease Agreement or any Renewal Terms and if the CITY and DTI have not executed an express written agreement as to such holding over, then such occupancy shall be a tenancy from month to month at a monthly rental fee of the current rent, and such payments shall be made as herein provided. In the event of such holding over, all of the terms of this Lease Agreement including the payment of all charges owing hereunder other than rent shall remain in full force and effect on said month to month basis.

26. Governing Law

This Lease Agreement, including any exhibits or amendments, if any, and all matters relating thereto (whether in contract, statute, tort or otherwise) shall be governed by and construed in accordance with the laws of the State of Florida and venue of any proceedings hereunder shall be in a court of proper jurisdiction in St. Lucie County, Florida.

27. Additional Provisions

(a) Successors in Interest

This Lease applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Lease.

(b) Mechanic's, Material men's and Other Liens

DTI agrees that it will not permit any mechanic's, material men's, or other liens to stand against the City premises for work or materials furnished to DTI. DTI shall immediately pay any judgment or decree rendered against DTI, with all proper costs and charges, and shall cause any such lien to be released off record without cost to the CITY.

(c) Permits, Regulations & Special Assessments

DTI covenants and agrees that during the term of this Lease Agreement DTI will obtain any and all necessary permits and approvals and that all uses of the City premises will be in conformance with all applicable laws, including all applicable zoning regulations.

DTI shall pay any and all charges, taxes, or assessments levied against the demised premises and failure to do so will constitute a breach of this Lease Agreement.

(d) Force Majeure

DTI and the CITY shall be excused for the period of any delay due to an "Act of God" and shall not be deemed in default with respect to the performance of any of the non-monetary terms, covenants and conditions of this Lease Agreement when prevented from so doing by cause or causes beyond DTI's or the CITY's control, excluding filing of bankruptcy, which shall include, but not limited to, all labor disputes, governmental regulations or controls, fire, hurricane or other casualty, acts of God, or any other cause.

(e) If any provision of this Lease is held invalid or unenforceable with respect to any party, the remainder of this Lease or the application of such provision to persons other than those as to when it is held invalid or unenforceable, will not be affected and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

(f) The failure of either party to insist upon strict performance of any of the terms or conditions of this Lease or to exercise any of its rights under the Lease shall not waive such rights and such party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Lease, either in law or in equity.

28. Equipment on Lease Premises

DTI may stack equipment within the Lease Premises; however, in no case may any equipment exceed the height of the landscape buffer that surrounds the Lease Premises.

29. Written Agreement

This Site Lease Agreement contains the entire agreement between the parties, and it may be amended or modified only by ordinance adopted by the City Council.

IN WITNESS WHEREOF, the CITY and DTI have caused this Lease Agreement to be executed by their respective and duly authorized officers the day and year first above written.

Signed, sealed and delivered in the presence of:

Robin F. Hampl
Witness

Robin F. Hampl
Print Name

Betty B
Witness

Betty Bollinger
Print Name

CITY OF PORT ST. LUCIE, a Florida municipal corporation

By: Jeff Bremer
Jeff Bremer, Interim City Manager

STATE OF FLORIDA)
) ss
COUNTY OF ST. LUCIE)

The foregoing instrument was acknowledged before me this 19 day of September 2013, by Jeffrey Bremer, **as Interim City Manager of the City of Port St. Lucie, a Florida municipal corporation**, on behalf of the City of Port St. Lucie. ☑ He is personally known to me or ☐ has produced _____ as identification.

BETTY BOLLINGER
Notary Public, State of Florida
My Comm. Expires Jan. 11, 2014
Commission No. DD 942023

Betty B
Notary Public

Betty Bollinger
(Print Name of Notary)

NOTARY SEAL/STAMP

Notary Public, State of Florida

My Commission expires 1-11-2014

APPROVED AS TO FORM
AND CORRECTNESS

S Beskovoyne
Stefanie A. Beskovoyne, Assistant City Attorney

Signed, sealed and delivered
in the presence of:

DYNAMIC TOWERS INC., a Florida corporation

Witness
Print Name: Bryan Loveland

By: Kevin T. Aycock
Kevin T. Aycock, President

Witness
Print Name: BRYAN BREADE

STATE OF FLORIDA)
) ss
COUNTY OF ST. LUCIE)

The foregoing instrument was acknowledged before me this 23rd day of September, 2013, by Kevin T. Aycock **as President of Dynamic Towers Inc., a Florida corporation**, (✓) he is personally known to me or □ has produced _____ as identification.

Notary Public State of Florida
Aaron L Lockwood
My Commission EE009557
Expires 09/26/2014

Notary Public

Aaron L. Lockwood
(Print Name of Notary)

NOTARY SEAL/STAMP

Notary Public, State of Florida

My Commission expires 09/26/2014

EXHIBIT "A"

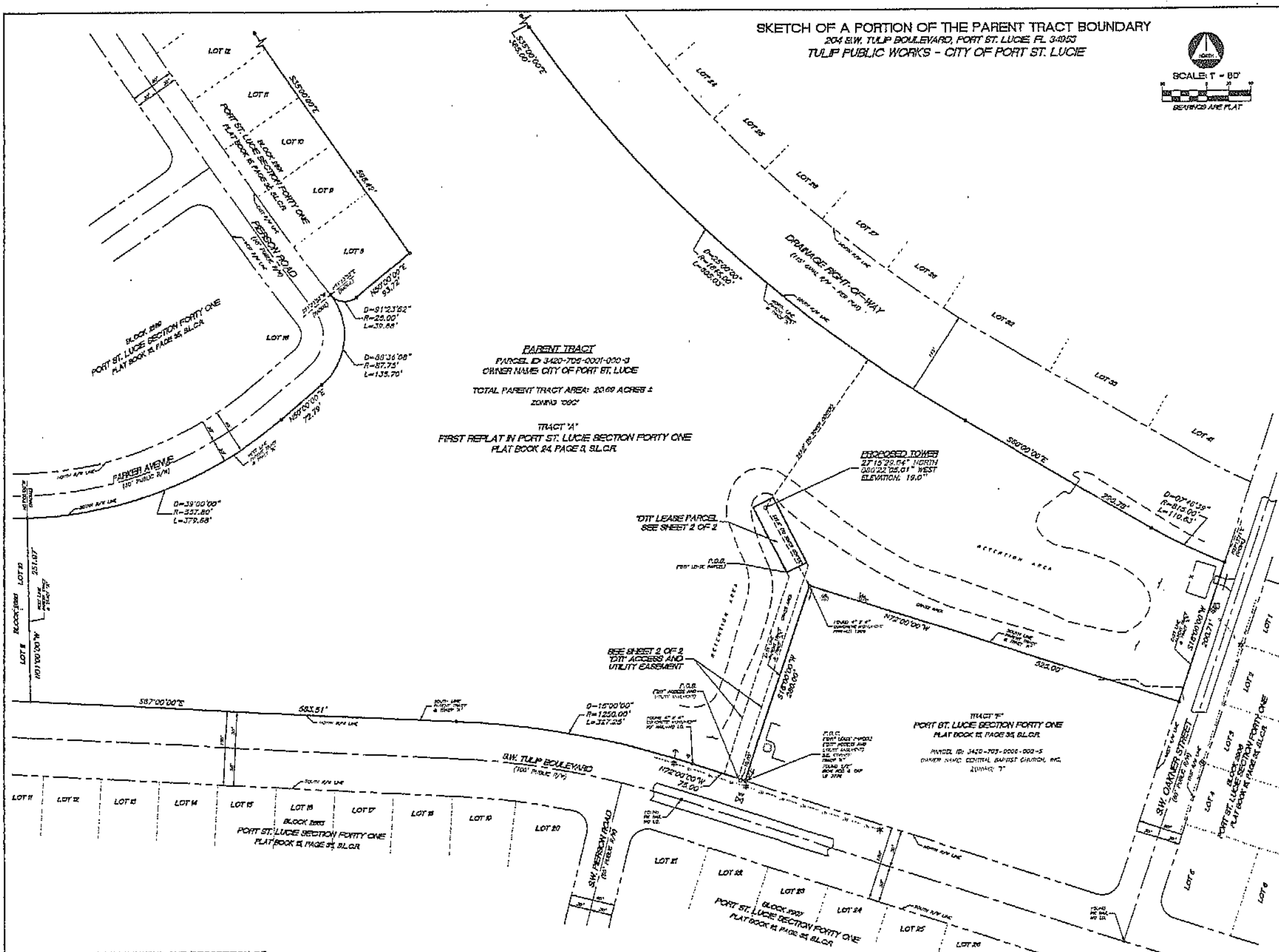
SKETCH OF A PORTION OF THE PARENT TRACT BOUNDARY

204 S.W. TULIP BOULEVARD, PORT ST. LUCIE, FL 34953

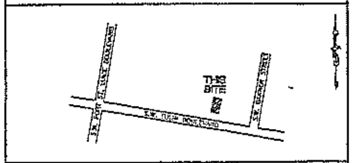
TULIP PUBLIC WORKS - CITY OF PORT ST. LUCIE

SCALE: 1" = 80'

BEARINGS ARE PLAT



TULIP PUBLIC WORKS - CITY OF PORT ST. LUCIE



LOCATION SKETCH

NOT TO SCALE

LEGEND

P.O.C.	POINT OF COMMENCEMENT		SPOT ELEVATION
P.O.B.	POINT OF BEGINNING		WOOD UTILITY LIGHT POLE
S.L.C.R.	ST. LUCIE COUNTY RECORDS		TELCO SERVICE
ELEV.	ELEVATION		WOOD UTILITY POLE
W/	WITH		STREET SIGN
L.B.	LICENSED BUSINESS		GUY ANCHOR WIRE
R/W	RIGHT-OF-WAY		WATER METER
E/P	EDGE OF PAVEMENT		WATER VALVE
O.R.	OFFICIAL RECORD		CABBAGE PALM TREE
"DTI"	DYNAMIC TOWERS INC.		PINE TREE
D	DELTA (CENTRAL ANGLE)		OAK TREE
R	RADIUS		
L	ARC LENGTH		
	OVERHEAD UTILITY		
	FENCE (TYPE NOTED)		

PROPOSED TOWER INFORMATION

LATITUDE = 27°15'29.04" NORTH
LONGITUDE = 080°22'05.01" WEST
NORTH AMERICAN DATUM OF 1983/2007 (NAD 83/07)

EXISTING AVERAGE GROUND ELEVATION AT TOWER = 19.0 FEET
NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88)

DESCRIPTION OF PARENT TRACT

TRACT "A", FIRST REPLAT IN PORT ST. LUCIE SECTION FORTY ONE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 24, PAGE 5, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

REPORT OF BOUNDARY AND TOPOGRAPHIC SURVEY

1. THE PARENT TRACT SHOWN HEREON IS BASED ON A SEARCH CONDUCTED BY WSP CONSULTANTS, INC. OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.
2. THIS IS NOT INTENDED TO REFLECT A BOUNDARY SURVEY OF THE PARENT TRACT. UNLESS OTHERWISE NOTED HEREON RECORD AND MEASURED VALUES ARE IN SUBSTANTIAL AGREEMENT.
3. THE PURPOSE OF THIS SURVEY IS TO LOCATE THE EXISTING CELLULAR COMMUNICATIONS EQUIPMENT AND TOWER LEASE COMPOUND WITHIN THE PARENT TRACT.
4. THIS SURVEY IS CLASSIFIED AS COMMERCIAL/HIGH RISK AND EXCEEDS THE MINIMUM RELATIVE DISTANCE ACCURACY OF 1 FOOT IN 10,000 FEET AS REQUIRED BY THE FLORIDA TECHNICAL STANDARDS (5J-17 F.A.C.) THE ACCURACY OBTAINED BY MEASUREMENT AND CALCULATION OF A CLOSED GEOMETRIC FIGURE WAS FOUND TO EXCEED THIS REQUIREMENT.
5. THE HORIZONTAL FEATURES SHOWN HEREON ARE PLOTTED TO WITHIN 1/20 OF THE MAP SCALE.
6. HORIZONTAL AND VERTICAL DATA SHOWN HEREON WAS OBTAINED UTILIZING A "LEICA TCRA 1105" TOTAL STATION AND "ALLEGRO CE CARLSON" DATA COLLECTION SYSTEM.
7. ELEVATIONS OF WELL-IDENTIFIED FEATURES CONTAINED IN THIS SURVEY AND MAP HAVE BEEN MEASURED TO AN ESTIMATED VERTICAL ACCURACY OF 0.1'.
8. HORIZONTAL FEATURE LOCATION IS TO THE CENTER OF THE SYMBOL AND MAY BE ENLARGED FOR CLARITY.
9. UNDERGROUND FOUNDATIONS AND/OR UTILITIES HAVE NOT BEEN LOCATED.
10. FLOOD ZONE INFORMATION SHOWN HEREON WAS OBTAINED FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), FLOOD INSURANCE RATE MAP (FIRM).
11. THE ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) AND ARE REFERENCED TO NGS CONTROL POINT "[illegible]", PID [illegible] ELEVATION [illegible]
12. THE VALUES FOR THE LATITUDE, LONGITUDE AND ELEVATIONS SHOWN HEREON ARE WITHIN THE ALLOWABLE TOLERANCES FOR THE FEDERAL AVIATION ADMINISTRATION 1-A LETTER.
13. THE LATITUDE AND LONGITUDE SHOWN HEREON WERE OBTAINED UTILIZING THE FOLLOWING NGS CONTROL POINT "[illegible]", PID [illegible] THIS SURVEY CONTROL POINT HAS A PUBLISHED VALUE RELATIVE TO THE NORTH AMERICAN DATUM OF 1983/2007 (NAD83/07), AS PROJECTED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM (EAST ZONE). THE MEASUREMENTS WERE OBTAINED UTILIZING "SOKKIA STRATUS" GPS RECEIVERS AND POST-PROCESSED WITH SOKKIA SPECTRUM SOFTWARE.
14. THE DYNAMIC TOWERS LEASE PARCEL SHOWN IN THIS SURVEY LIES ENTIRELY WITHIN THE DESCRIBED PARENT PARCEL.
15. THE DYNAMIC TOWERS ACCESS & UTILITY EASEMENT DEPICTED HEREON PROVIDES ACCESS DYNAMIC CONSTRUCTION LEASE PARCEL TO THE THE PUBLIC RIGHT-OF-WAY OF [illegible].

CERTIFIED TO:
DYNAMIC TOWERS, INC., ITS AFFILIATES, SUBSIDIARIES AND LENDERS

CERTIFICATE

I, WILLIAM S. PAYNE, DO HEREBY STATE THAT THIS MAP OF BOUNDARY AND TOPOGRAPHIC SURVEY WAS PERFORMED UNDER MY DIRECT SUPERVISION AND IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER STATE THAT THIS MAP OF BOUNDARY AND TOPOGRAPHIC SURVEY WAS COMPLETED IN ACCORDANCE WITH THE TECHNICAL STANDARDS FOR SURVEYING AND MAPPING STATED IN RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO FLORIDA STATUTES CHAPTER 472.027.

WILLIAM S. PAYNE
PROFESSIONAL SURVEYOR AND MAPPER FLS 3002
WSP CONSULTANTS, INC. [illegible]
STATE OF FLORIDA

SEE SHEET 2 OF 2 FOR DETAIL AND DESCRIPTION OF
DYNAMIC TOWERS, INC. LEASE PARCEL
DYNAMIC TOWERS, INC. ACCESS AND UTILITY EASEMENT

FLOOD ZONE INFORMATION

COMMUNITY NUMBER	PANEL NUMBER	SUFFIX	DATE OF FIRM	FIRM ZONE	BASE FLOOD ELEVATION	LOWEST FLOOR ELEV.
120287	0290	F	08/19/91	X	N/A	N/A

SURVEY DATE:	09/09/10
DRAWN:	WSP
CHECKED:	WSP
MANAGER:	WSP
DWG FILE:	10-1054.DWG
JOB FILE:	

No.	DATE	REVISION	BY

WSP Consultants, Inc.
SURVEYORS & MAPPERS
19006 1ST STREET S.W., LUTZ, FL 33548
PHONE (813) 909-4420
PROFESSIONAL SURVEYING & MAPPING CERTIFICATE OF AUTHORIZATION
LB 7188, STATE OF FLORIDA

MAP OF BOUNDARY AND TOPOGRAPHIC SURVEY
TULIP PUBLIC WORKS - CITY OF PORT ST. LUCIE
PREPARED FOR:
DYNAMIC TOWERS, INC.
LOCATED IN:
ST. LUCIE COUNTY, FLORIDA

PROJECT NO: 10-1054

SHEET NO: 1 OF 2

DETAIL OF "DTI" LEASE PARCEL AND "DTI" ACCESS AND UTILITY EASEMENT

204 S.W. TULIP BOULEVARD, PORT ST. LUCIE, FL 34953

TULIP PUBLIC WORKS - CITY OF PORT ST. LUCIE

SCALE 1" = 30'

DRAINAGE AVE PLAT

PROPOSED TOWER
27°15'29.04" NORTH
080°22'05.01" WEST
ELEVATION: 19.9'
5' DIAMETER

TRACT "A"
FIRST REPLAT IN PORT ST. LUCIE SECTION FORTY ONE
PLAT BOOK 24, PAGE 9, S.L.C.R.

DRAINAGE RIGHT-OF-WAY
(110' DWG. R/W - PER PLAT)

"DTI" LEASE PARCEL
(SEE SHEET 2 OF 2)

PARENT TRACT
PARCEL ID: 3420-709-0001-000-9
OWNER NAME: CITY OF PORT ST. LUCIE
ZONING: "GSC"

"DTI" ACCESS AND UTILITY EASEMENT
(5,000.00 SQUARE FEET ±)

TRACT "F"
PORT ST. LUCIE SECTION FORTY ONE
PLAT BOOK 16, PAGE 30, S.L.C.R.

PARCEL ID: 3420-709-0028-000-5
OWNER NAME: CENTRAL BAPTIST CHURCH, INC.
ZONING: "I"

S.W. OAKNEST STREET
(50' PUBLIC R/W)

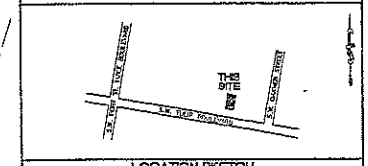
S.W. TULIP BOULEVARD
(100' PUBLIC R/W)

BLOCK 2930
PORT ST. LUCIE SECTION FORTY ONE
PLAT BOOK 16, PAGE 30, S.L.C.R.

BLOCK 2931
PORT ST. LUCIE SECTION FORTY ONE
PLAT BOOK 16, PAGE 30, S.L.C.R.

LOT 21 · LOT 22 · LOT 23 · LOT 24 · LOT 1 · LOT 2 · LOT 3 · LOT 4 · LOT 5 · LOT 6 · LOT 8

TULIP PUBLIC WORKS - CITY OF PORT ST. LUCIE



LOCATION SKETCH
SCALE: NOT TO SCALE

LEGEND

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
S.L.C.R.	ST. LUCIE COUNTY RECORDS
ELEV.	ELEVATION
w/	WITH
L.B.	LICENSED BUSINESS
R/W	RIGHT-OF-WAY
E/P	EDGE OF PAVEMENT
O.R.	OFFICIAL RECORD
"DTI"	DYNAMIC TOWERS INC.
D	DELTA (CENTRAL ANGLE)
R	RADIUS
L	ARC LENGTH
— W — W —	OVERHEAD UTILITY
— X — X —	FENCE (TYPE NOTED)
19.9	SPOT ELEVATION
	WOOD UTILITY LIGHT POLE
	TELCO SERVICE
	WOOD UTILITY POLE
	STREET SIGN
	GUY ANCHOR WIRE
	METER READER
	WATER VALVE
	CABBAGE PALM TREE
	PINE TREE
	OAK TREE

PROPOSED TOWER INFORMATION

LATITUDE = 27°15'29.04" NORTH
LONGITUDE = 080°22'05.01" WEST
NORTH AMERICAN DATUM OF 1983/2007 (NAD 83/07)

EXISTING AVERAGE GROUND ELEVATION AT TOWER = 19.0 FEET
NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88)

DESCRIPTION OF DYNAMIC TOWERS, INC. LEASE PARCEL

A PARCEL OF LAND BEING A PORTION OF TRACT "A", FIRST REPLAT IN PORT ST. LUCIE SECTION FORTY ONE, AS RECORDED IN PLAT BOOK 24, PAGE 9 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID TRACT "A";

THENCE ON A PLAT BEARING OF N78°00'00"W ALONG THE SOUTH LINE OF SAID TRACT "A" A DISTANCE OF 10.00 FEET;

THENCE CONTINUE N78°00'00"W CONTINUING ALONG SAID SOUTH LINE A DISTANCE OF 70.00 FEET;

THENCE N12°00'00"E A DISTANCE OF 253.13 FEET;

THENCE N78°00'00"W A DISTANCE OF 5.37 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE N78°00'00"W A DISTANCE OF 100.00 FEET;

THENCE N12°00'00"E A DISTANCE OF 20.00 FEET;

THENCE S78°00'00"E A DISTANCE OF 170.00 FEET;

THENCE S12°00'00"W A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING;

SAID PARCEL OF LAND SITUATE WITHIN ST. LUCIE COUNTY, FLORIDA, CONTAINING 3,000.00 SQUARE FEET, MORE OR LESS.

DESCRIPTION OF DYNAMIC TOWERS, INC. ACCESS AND UTILITY EASEMENT

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THENCE N78°00'00"W A DISTANCE OF 5.37 FEET;

THENCE N12°00'00"E A DISTANCE OF 20.00 FEET;

THENCE S78°00'00"E A DISTANCE OF 4.86 FEET;

THENCE S10°00'00"W A DISTANCE OF 253.25 FEET TO THE POINT OF BEGINNING;

SAID PARCEL OF LAND SITUATE WITHIN ST. LUCIE COUNTY, FLORIDA, CONTAINING 5,000.00 SQUARE FEET, MORE OR LESS.

FLOOD ZONE INFORMATION

COMMUNITY NUMBER	PANEL NUMBER	SUFFIX	DATE OF FIRM	FIRM ZONE	BASE FLOOD ELEVATION	LOWEST FLOOR ELEV.
120287	0280	F	08/19/91	X	N/A	N/A

SURVEY DATE:	06/09/10
DRAWN:	WSP
CHECKED:	WSP
MANAGER:	WSP
DWG FILE:	10-1054.DWG
JOB FILE:	

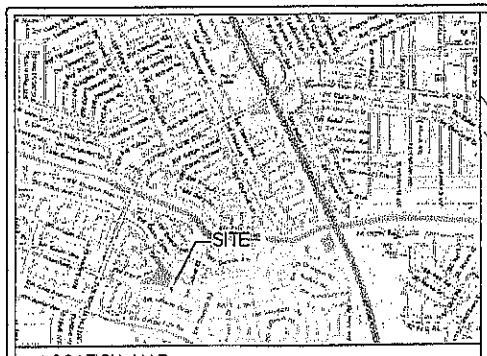
No.	DATE	REVISION	BY

WSP Consultants, Inc.
SURVEYORS & MAPPERS
10006 NW 116 STREET S.W., LOTTO FL 33549
PHONE (305) 909-4420
PROFESSIONAL SURVEYING & MAPPING CERTIFICATE OF AUTHORIZATION
LB 7183, STATE OF FLORIDA

MAP OF BOUNDARY AND TOPOGRAPHIC SURVEY
TULIP PUBLIC WORKS - CITY OF PORT ST. LUCIE
PREPARED FOR:
DYNAMIC TOWERS, INC.
LOCATED IN:
ST. LUCIE COUNTY, FLORIDA

PROJECT NO: 10-1054

SHEET NO: 2 OF 2



LOCATION MAP

PROJECT DESCRIPTION

THIS PROJECT IS FOR THE CONSTRUCTION OF AN UNMANNED TELECOMMUNICATIONS FACILITY CONSISTING OF THE INSTALLATION OF A 150' MONOPOLE COMMUNICATIONS TOWER AND FUTURE WIRELESS BASE STATION EQUIPMENT IN ORDER TO PROVIDE RADIO TRANSMISSION SERVICES FOR PERSONAL COMMUNICATIONS AS WELL AS EMERGENCY 911 SERVICE. PROJECT SIZE IS 30'X100' COMPOUND, OR 3000 SF.

PROJECT APPLICANT

DYNAMIC TOWERS, INC.
575 NW MERCANTILE PLACE, SUITE 104
PT. ST. LUCIE, FL 34986
772-370-9818 ATTN: KEVIN AYCOCK

PROPERTY OWNER

CITY OF PT. ST. LUCIE
204 SW TULIP BLVD.
PT. ST. LUCIE, FL 34953

UTILITIES

THIS PROJECT WILL REQUIRE POWER AND TELEPHONE SERVICE ONLY. NO NET UTILITIES OR GARBAGE COLLECTION WILL BE NEEDED TO SUPPORT THIS PROJECT

HANDICAP ACCESS

THIS FACILITIES IS UNMANNED AND NOT FOR HUMAN HABITATION. HANDICAP ACCESS IS NOT REQUIRED

IMPERVIOUS COVERAGE

PROPOSED IMPERVIOUS SURFACE COVERAGE IS EQUAL TO FUTURE BUILDING AND TOWER FOOTPRINTS (1500 SF MAX) PLUS SHELLROCK DRIVEWAY EXTENSION 6058 SF) = 7558 SF

PROJECT DENSITY

THERE ARE NO RESIDENTIAL UNITS FOR THIS PROJECT. PROJECT DENSITY IS N/A.

TRAFFIC STATEMENT

THERE WILL BE APPROXIMATELY 2-3 TRIPS PER MONTH PER CARRIER ONCE THE SITE IS OPERATIONAL. WITH TOTAL OF 5 POTENTIAL CARRIERS THE EXPECTED NUMBER OF TRIPS WILL BE BETWEEN 30-45 TRIPS/MONTH FOR THIS FACILITY.

PARKING REQUIREMENTS

THERE WILL BE MINIMAL TECHNICIAN ACCESS TO THE SITE ON A MONTHLY BASIS. ONE PARKING SPACE IS PROVIDED FOR TECHNICIAN PARKING.

DRAINAGE REQUIREMENTS

STORMWATER RUNOFF TO BE CONTAINED ON SITE FOR ALL NEW IMPROVEMENTS AND WILL PROVIDE A MINIMUM OF 1/2" OF DRY PRETREATMENT ON SITE PRIOR TO DISCHARGE TO THE OVERALL MASTER DRAINAGE SYSTEM FOR THE PARENT TRACT.

LANDSCAPING REQUIREMENTS

PERIMETER LANDSCAPING AROUND COMPOUND TO BE IN COMPLIANCE WITH CITY OF PT. ST. LUCIE CODE. NO LANDSCAPING, OTHER THAN GRASSES SHALL BE PLANTED WITHIN 10' OF A UTILITY DEPARTMENT OWNED OR MAINTAINED PIPE OR FACILITY.

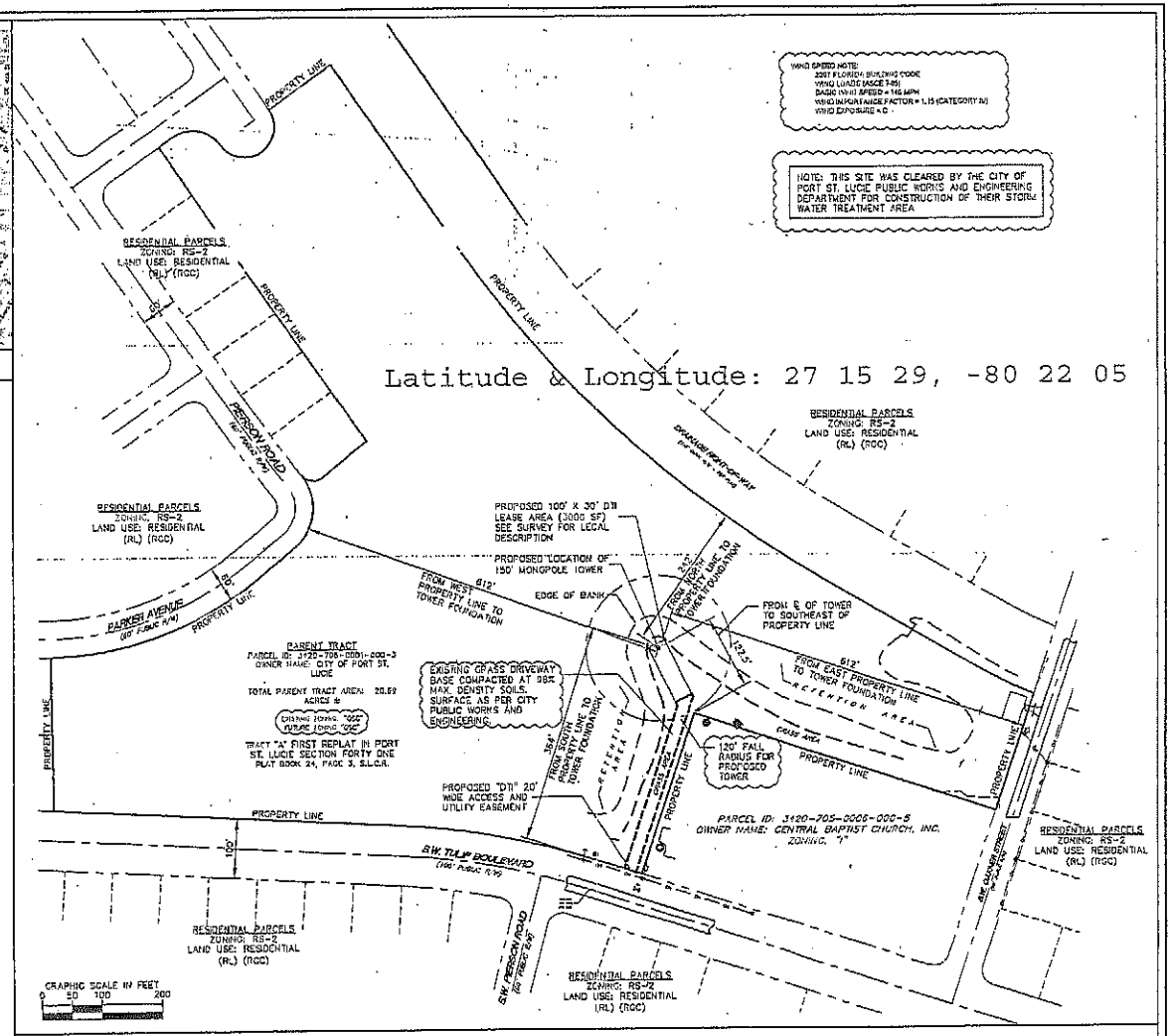
BUILDING COVERAGE

PROPOSED FUTURE BUILDING (EQUIPMENT SHELTER) FOOTPRINTS, EQUIPMENT PADS, AND TOWER FOUNDATION FOOTPRINT NOT TO EXCEED 1500 SF OF 3000 SF COMPOUND AREA. TOTAL NON RESIDENTIAL FLOOR AREA (IN EQUIPMENT SHELTERS) WILL BE LESS THAN 1000 SF.

SITE COVERAGE	EXISTING (SF)	PROPOSED (SF)
BUILDING AND CONCRETE EQUIP. PADS	0	1,500
PARKING AND DRIVE ISLES	0	560
TOTAL IMPERVIOUS SPACE	0	2,060
PERCENTAGE OF OVERALL SITE (605,920 SF)	0%	0.34%

PARKING

THERE IS NO CURRENT SITE PLAN APPROVAL FOR THIS PARCEL. PARKING FOR TOWER COMPOUND WILL BE IN ACCESS EASEMENT IN FRONT OF GATE. EXPECTED NUMBER OF VEHICLES AT ANY GIVEN TIME AT PROJECT SITE AFTER COMPLETION OF CONSTRUCTION WILL BE ONE FOR EQUIPMENT SERVICE.



OVERALL SITE PLAN SITE PLAN BASED ON SURVEY BY WSP CONSULTANTS, INC. PROJECT NO 10-1054

ADJACENT ZONING CLASSIFICATIONS	ZONING/LAND USE CLASSIFICATION
ZONING TO EAST	RS-2/RESIDENTIAL
ZONING TO SOUTH	RS-2/RESIDENTIAL
ZONING TO WEST	RS-2/RESIDENTIAL
ZONING TO NORTH	RS-2/RESIDENTIAL

TOWER SETBACKS	REQUIRED SETBACK	PROPOSED SETBACK
FOUNDATION TO EAST PROP. LINE	25'	612'
FOUNDATION TO SOUTH EAST PROP. LINE	25'	122'
FOUNDATION TO SOUTH PROP. LINE	20'	364'
FOUNDATION TO WEST PROP. LINE	25'	612'
FOUNDATION TO NORTH PROP. LINE	25'	243'

DYNAMIC TOWERS INC.
575 NW MERCANTILE PLACE
SUITE 104
PORT SAINT LUCIE, FL 34986

PROJECT INFORMATION:
TULIP PUBLIC WORKS TOWER
204 S.W. TULIP BLVD
PORT ST LUCIE, FL 34953
ST. LUCIE COUNTY

CURRENT ISSUE DATE:
24 JANUARY 2011

ISSUED FOR:
SITE PLAN APPLICATION

REV.:	DATE:	DESCRIPTION:

SEAL:

PLANS PREPARED BY:
Kimley-Horn and Associates, Inc.
© 2011 KIMLEY-HORN AND ASSOCIATES, INC.
4431 EMBARCADERO DR.
WEST PALM BEACH, FLORIDA 33407
(561) 845-0665
FBPE CA00000698

PROVIDER:
DYNAMIC TOWER INC
575 NW MERCANTILE PLACE
SUITE 104
PORT ST. LUCIE, FL 34986

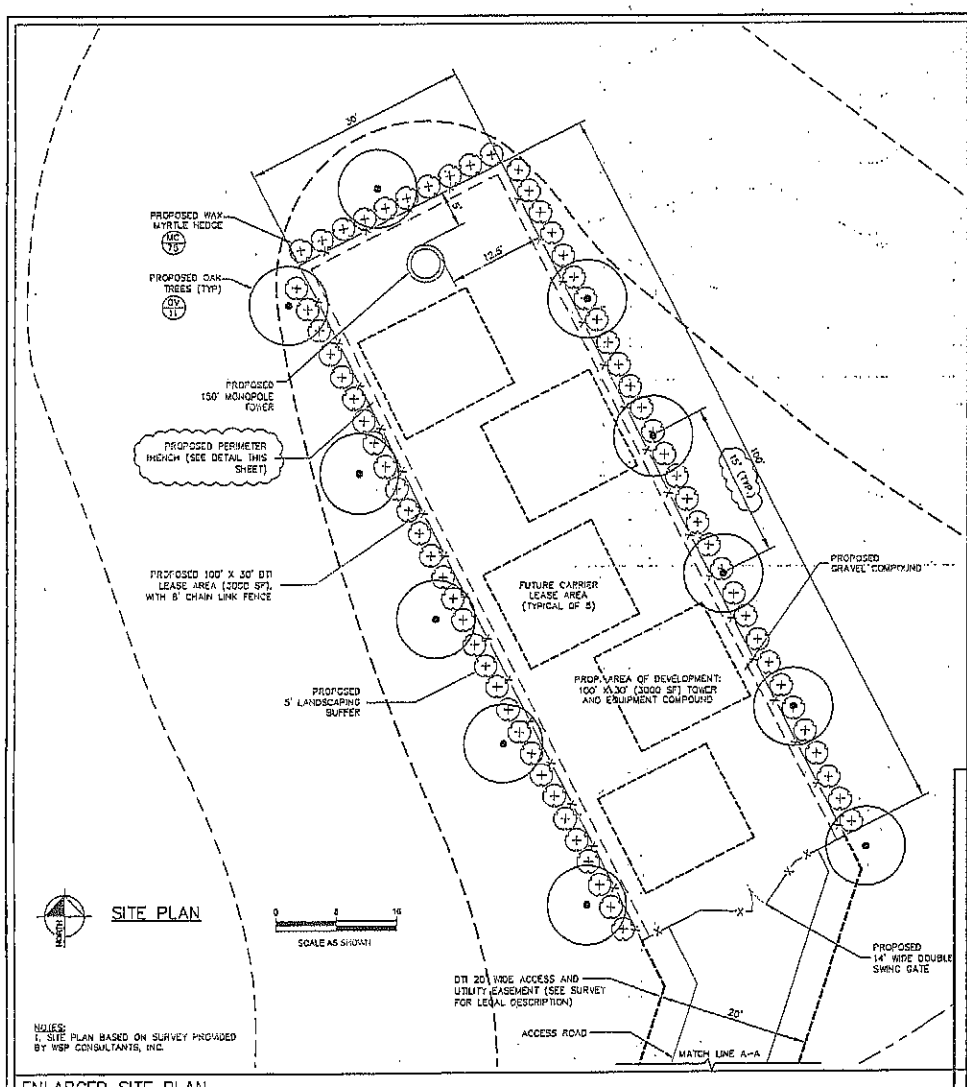
DRAWN BY:	CHK.:	APV.:
MVM	LF	LF

LICENSURE:
KEVIN M. SCHAMEN PE 65251
ANDOLINA FAIRCHILD PE 43856
LEO REPETTI PE 57573

SHEET TITLE:
SITE PLAN

SHEET NUMBER: C1
REVISION:

KHA Job #: 144121007
P11-006



NOTES:
1. SITE PLAN BASED ON SURVEY PROVIDED BY WSP CONSULTANTS, INC.

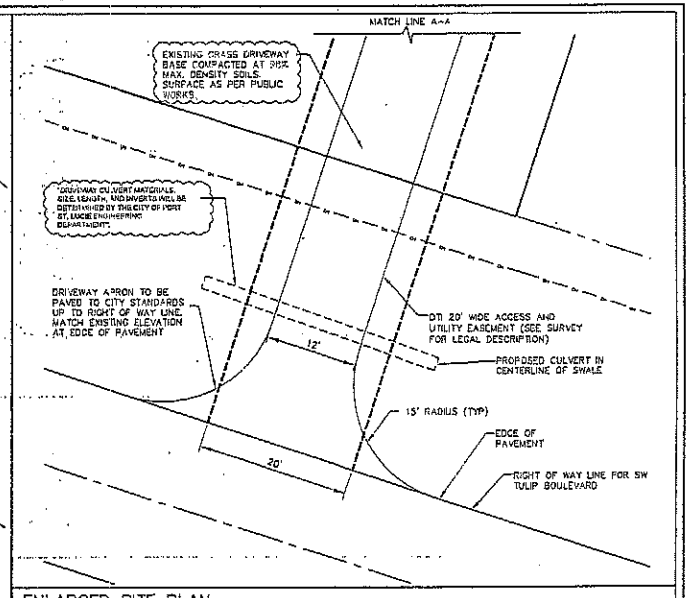
ENLARGED SITE PLAN SITE PLAN BASED ON SURVEY PROVIDED BY WSP CONSULTANTS, INC., PROJECT NO. 10-1054

LANDSCAPING

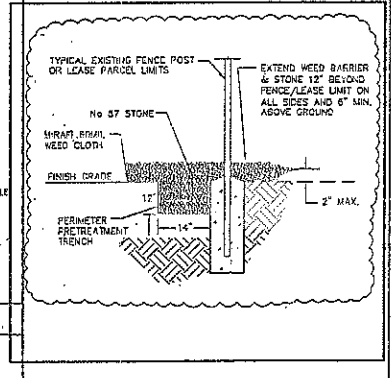
LANDSCAPING WILL BE INSTALLED ALONG PERIMETER OF FENCE ON NORTH, EAST AND WEST SIDES IN A 5' LANDSCAPE BUFFER. NO LANDSCAPING PROPOSED ON SOUTH SIDE OF COMPOUND IN ORDER TO ALLOW ACCESS AND NOT INTERFERE WITH ACCESS EASEMENT.

PLANT SCHEDULE						
		CONT.	CAL.	SIZE	QTY.
TREES CV	QUERCUS VIRGINIANA/SOUTHERN LIVE OAK, FULL MATCHING	B&B GALLON	3" CAL.	12' H X 6' SP	11
SHRUBS MC	MYRICA CERIFERA/WAX MYRTLE	7 GALLON	36" O.C.	48" X 36"	75

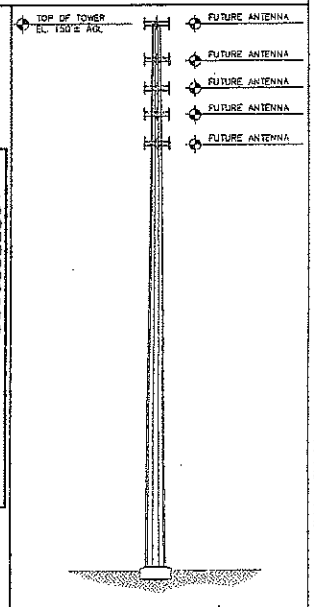
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improvements to this document, without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability or consideration to Kimley-Horn and Associates, Inc.



ENLARGED SITE PLAN SITE PLAN BASED ON SURVEY PROVIDED BY WSP CONSULTANTS, INC., PROJECT NO. 10-1054



PRETREATMENT TRENCH/GRAVEL DETAIL



TOWER ELEVATION

DYNAMIC TOWERS INC.
575 NW MERCANTILE PLACE
SUITE 104
PORT SAINT LUCIE, FL 34986

PROJECT INFORMATION:
TULIP PUBLIC WORKS TOWER
204 S.W. TULIP BLVD
PORT ST LUCIE, FL 34953
ST. LUCIE COUNTY

CURRENT ISSUE DATE:
24 JANUARY 2011

ISSUED FOR:
SITE PLAN APPLICATION

REV.:	DATE:	DESCRIPTION:

SEAL:

PLANS PREPARED BY:
Kimley-Horn and Associates, Inc.
© 2011 KIMLEY-HORN AND ASSOCIATES, INC.
4431 EMBARCADERO DR.
WEST PALM BEACH, FLORIDA 33407
(561) 845-0665
FBPE EAD0000690

PROVIDER:
DYNAMIC TOWER INC
575 NW MERCANTILE PLACE
SUITE 104
PORT ST. LUCIE, FL 34986

DRAWN BY:	CHK.:	APV.:
MVM	LF	LF

LICENSURE:
KEVIN M. SCHARCH PE 60251
ANGELINA FARCHILD PE 43955
LEO REPETTI PE 57673

SHEET TITLE:
SITE PLAN

SHEET NUMBER: C2
REVISION:

KHA Job #: 144121007
P11-006

TULIP PUBLIC WORKS – CITY OF PORT ST. LUCIE

PARENT TRACT

TRACT "A'", FIRST REPLAT IN PORT ST. LUCIE SECTION FORTY ONE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 24, PAGE 3, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

DYNAMIC TOWERS, INC. LEASE PARCEL

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COMMENCE AT THE SOUTHEAST CORNER OF SAID TRACT "A";

THENCE ON A PLAT BEARING OF N72°00'00"W ALONG THE SOUTH LINE OF SAID TRACT "A", A DISTANCE OF 10.00 FEET;

THENCE CONTINUE N72°00'00"W CONTINUING ALONG SAID SOUTH LINE, A DISTANCE OF 20.00 FEET;

THENCE N18°00'00"E A DISTANCE OF 283.13 FEET;

THENCE N27°00'00"W A DISTANCE OF 6.57 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE N27°00'00"W A DISTANCE OF 100.00 FEET;

THENCE N63°00'00"E A DISTANCE OF 30.00 FEET;

THENCE S27°00'00"E A DISTANCE OF 100.00 FEET;

THENCE S63°00'00"W A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING;

SAID PARCEL OF LAND SITUATE WITHIN ST. LUCIE COUNTY, FLORIDA, CONTAINING 3,000.00 SQUARE FEET, MORE OR LESS.

DYNAMIC TOWERS, INC. ACCESS AND UTILITY EASEMENT

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THENCE N18°00'00"E A DISTANCE OF 283.13 FEET;

THENCE N27°00'00"W A DISTANCE OF 6.57 FEET;

THENCE N63°00'00"E A DISTANCE OF 30.00 FEET;

THENCE S27°00'00"E A DISTANCE OF 4.86 FEET;

THENCE S18°00'00"W A DISTANCE OF 305.56 FEET TO THE POINT OF BEGINNING;

SAID PARCEL OF LAND SITUATE WITHIN ST. LUCIE COUNTY, FLORIDA, CONTAINING 6,058.33 SQUARE FEET, MORE OR LESS.

Prepared by and return to:
Stefanie A. Beskovoyne, Asst. City Attorney
City of Port St. Lucie
City Attorney's Office
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida 34984

FIRST AMENDMENT TO CELL TOWER SITE LEASE AGREEMENT

This First Amendment to Cell Tower Site Lease Agreement is made and entered into this 19 day of September, 2013, by and between the **CITY OF PORT ST. LUCIE, a Florida municipal corporation** (hereinafter referred to as "City") and **DYNAMIC TOWERS INC., a Florida corporation** (hereinafter referred to as "DTI").

WHEREAS, on or about June 10, 2013, the "City" and "DTI", entered into a Lease Agreement for a portion of the Tulip Boulevard, Public Works Lease Premises; and

WHEREAS, the parties hereby agree to amend the Lease Agreement to include a capital contribution of Sixty Five Thousand Dollars ($65,000.00), payable in quarterly installments of Ten Thousand Dollars ($10,000.00).

NOW, THEREFORE, the parties hereby, intending to be legally bound, do hereby amend and modify the Cell Tower Site Lease Agreement as follows.

1. DTI shall pay to City Five Thousand Dollars ($5,000.00) on September 1, 2013, and thereafter in equal quarterly installments of Ten Thousand Dollars ($10,000.00) until paid in full.

All other matters within the Lease Agreement and its Amendment remain in full force and effect, including, but not limited to provisions regarding termination.

[SIGNATURE PAGES BEGIN ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned parties have executed this First Amendment to the Cell Tower Site Lease Agreement on the day and year first written above.

CITY OF PORT ST. LUCIE, a Florida municipal corporation

By: _____
Jeff Bremer, Interim City Manager

_____
Witness

Robin F. Hamp
Print Name

_____
Witness

Betty Bollinger
Print Name

STATE OF FLORIDA)
) ss
COUNTY OF ST. LUCIE)

The foregoing instrument was acknowledged before me this 19th day of September 2013, by **Jeff Bremer, as Interim City Manager of the City of Port St. Lucie, a Florida municipal corporation**, ☑ He is personally known to me or ☐ has produced _____ as identification.

BETTY BOLLINGER
Notary Public, State of Florida
My Comm. Expires Jan. 11, 2014
Commission No. DD 942023

NOTARY SEAL/STAMP

_____
Notary Public

Betty Bollinger
(Print Name of Notary)
Notary Public, State of Florida
My Commission expires 1-11-14

APPROVED AS TO FORM AND CORRECTNESS:

_____
Stefanie A. Beskovoyne, Assistant City Attorney

IN WITNESS WHEREOF, the undersigned parties have executed this First Amendment to the Cell Tower Site Lease Agreement on the day and year first written above.

DYNAMIC TOWERS INC., a Florida corporation

By: Kevin T. Aycock
Kevin T. Aycock, President

Witness

BRYAN BESADE
Print Name

Witness

Bryan Loveland
Print Name

STATE OF FLORIDA)
) ss
COUNTY OF ST. LUCIE)

The foregoing instrument was acknowledged before me this 23rd day of September, 2013, by **Kevin T. Aycock, as President of Dynamic Towers Inc., a Florida corporation.** ☒ He is personally known to me or ☐ has produced _____ as identification.

Notary Public State of Florida
Aaron L Lockwood
My Commission EE009557
Expires 09/26/2014
NOTARY SEAL/STAMP

Notary Public
Aaron L. Lockwood
(Print Name of Notary)
Notary Public, State of Florida
My Commission expires 09/26/2014

H:\denise\contracts, agmts, lease agmts, inter\locals\Lease Agreement(s)\1st Amendment -Tulip Park Cell Tower (Dynamic Towers).doc

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 11A
Meeting Date: 2/22/2016

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager JB

THRU: Daniel Holbrook, AICP, Assistant City Manager, Community Development Director

FROM: Patricia A. Tobin, AICP, Planning and Zoning Director P.T.

Agenda Item: Resolution: Public Hearing: A Resolution authorizing an enclosed assembly area (fitness center) over 3,000 square feet for Veranda Falls – Anytime Fitness Special Exception Use (P15-200) 16-R10

Submittal Date: 2/11/2016

STRATEGIC PLAN LINK: This item is consistent with Goal 3: Balanced and Responsible Sustainable Growth.

BACKGROUND: The requested special exception is to allow a 3,352 square foot enclosed assembly area (fitness center) in the Veranda Falls PUD (Planned Unit Development) which follows CG (General Commercial) Zoning District, per Section 158.124 (C)(1) of the Zoning Code.

ANALYSIS: See attached staff report.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: This resolution has been approved as to form by Attorney Brennan Keeler.

PLANNING AND ZONING BOARD RECOMMENDATION: The Planning & Zoning Board reviewed the request on February 2, 2016 and unanimously recommended approval.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: Staff may provide a short presentation on the application.

REQUESTED MEETING DATE: 2/22/2016

LOCATION OF PROJECT: The property is located at the Veranda Falls shopping center.

ATTACHMENTS: Resolution, staff report, maps, application, floor plan, and graphic showing tenants of the shopping center.

RESOLUTION NO. 16-R10

A RESOLUTION GRANTING A SPECIAL EXCEPTION USE PROVIDED FOR IN SECTION 158.124(C)(1) TO ALLOW AN ENCLOSED ASSEMBLY AREA (FITNESS CENTER) OVER 3,000 SQUARE FEET IN THE VERANDA FALLS PUD (PLANNED UNIT DEVELOPMENT) WHICH FOLLOWS CG (GENERAL COMMERCIAL) ZONING DISTRICT, FOR VF I, LLC; LEGALLY DESCRIBED AS VERANDA FALLS PLAT NO. 1, TRACT B, (P15-200); PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port St. Lucie, Florida, has been requested by VF I, LLC to grant a special exception use of a 3,352 square foot enclosed assembly area (fitness center) in the Veranda Falls PUD (Planned Unit Development) which follows the CG (General Commercial) Zoning District, Section 158.124 (C)(1) of the Zoning Code; and legally described as Veranda Falls Plat No. 1, Tract B.; and

WHEREAS, the City Council determines that the granting of this special exception use is authorized by Section 158.255, et seq., and Section 158.124(C)(1), Code of Ordinances, City of Port St. Lucie, and further that the granting of this special exception use will not adversely affect the public interest; and **WHEREAS,** the subject application has been reviewed in accordance with Section 158.260, and meets the special exception use requirements as stipulated; and

WHEREAS, the Planning and Zoning Board, on February 2, 2016 reviewed the application and recommended approval (P15-200); and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Port St. Lucie as follows:

RESOLUTION NO. 16-R10

Section 1. That the City of Port St. Lucie hereby grants a special exception use to VF I, LLC, (P15-200), to allow a 3,352 square foot enclosed assembly area (fitness center) in the Veranda Falls PUD (Planned Unit Development) which follows the CG (General Commercial) Zoning District, Section 158.124 (C)(1) of the Zoning Code, Code of Ordinances, City of Port St. Lucie, to be located in the Veranda Falls shopping center, and legally described as Veranda Falls Plat No. 1, Tract B.

Section 2. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this 22nd day of February, 2016.

CITY COUNCIL
CITY OF PORT ST. LUCIE

BY: _____
Gregory J. Oravec, Mayor

ATTEST:

_____
Karen A. Phillips, City Clerk

APPROVED AS TO FORM:

_____
City Attorney

City of Port St. Lucie
Planning and Zoning Department
A City for All Ages

TO: **PLANNING AND ZONING BOARD - MEETING OF FEBRUARY 2, 2016**

FROM: **KATHERINE H. HUNTRESS, PLANNER**

RE: **VERANDA FALLS – ANYTIME FITNESS**
SPECIAL EXCEPTION APPLICATION FOR AN ENCLOSED ASSEMBLY AREA
PROJECT NO. 15-200

DATE: **JANUARY 21, 2016**

APPLICANT: SLC Commercial - Ken Novak

OWNER: VF I, LLC.

LOCATION: The property is located at in the Veranda Falls shopping center.

LEGAL DESCRIPTION: The property is legally described as Veranda Falls Plat No. 1, Tract B.

SIZE: The proposed enclosed assembly area for the fitness center is 3,352 square feet, and the gross leasable area is 4,412 square feet (see attached floor plan).

EXISTING ZONING: Veranda Falls PUD (Planned Unit Development) which follows the CG (General Commercial) Zoning District, Section 158.124 (C)(1) of the Zoning Code.

EXISTING USE: The proposed location is currently vacant.

PROPOSED USE: The proposed use is an enclosed assembly area (fitness center).

REQUESTED SPECIAL EXCEPTION: The requested special exception is to allow an enclosed assembly area (fitness center) over 3,000 square feet in the Veranda Falls PUD (Planned Unit Development) which follows the City of Port St. Lucie CG (General Commercial) Zoning District, Section 158.124 (C)(1) of the Zoning Code.

SURROUNDING USES: The proposed use is located in the Veranda Falls shopping center, which is zoned Veranda Falls PUD. Attached is a graphic showing the tenants of the shopping center that are surrounding the proposed use.

IMPACTS AND FINDINGS:

Evaluation of Special Exception Criteria (Section 158.260)

(A) Adequate ingress and egress may be obtained to and from the property, with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or other emergency.

Applicant response: "At this time the parking ingress and egress has already been established in this commercial shopping center."

Staff evaluation: The applicant has adequately addressed the criteria. The site plan was approved by City Council on December 12, 2005 (P04-075 Becker Commons).

(B) Adequate off-street parking and loading areas may be provided, without creating undue noise, glare, odor, or other detrimental effects upon adjoining properties.

Applicant response: "There is adequate parking in the center as well as rear access for loading /unlading which would eliminate any adverse conditions for the other tenants and the general public."

Staff evaluation: The applicant has adequately addressed the criteria. Adequate off-street parking and loading areas are provided without creating undue noise, glare, odor, or other detrimental effects upon adjoining properties. The total number of parking spaces required for the shopping center is 500, and 647 are provided.

(C) Adequate and properly located utilities are available or may be reasonably provided to serve the proposed development.

Applicant response: "This location is already served by existing utilities. No additional capacity will be required."

Staff evaluation: The City of Port St. Lucie Utilities provides water and sewer service to the site.

(D) Adequate screening or buffering. Additional buffering beyond that which is required by the code may be required in order to protect and provide compatibility with adjoining properties.

Applicant response: "This is for in-line space in an existing shopping center. Buffering, screening, and compatibility has already been established with adjoining properties."

Staff evaluation: The applicant has adequately addressed the criteria. The site plan was approved by City Council on December 12, 2005 (P04-075 Becker Commons).

(E) Signs, if any, and proposed exterior lighting will be so designed and arranged so as to promote traffic safety and to eliminate or minimize any undue glare, incompatibility, or disharmony with adjoining properties. Light shields or other screening devices may be required.

Applicant response: "Any outdoor lighting and signs have been and will continue to be according to all sign and lighting requirements per the City of Port St. Lucie code and in compliance with all PUD requirements."

Staff evaluation: All sign applications will need to be processed according to the regulations outlined in the sign code (Chapter 155). The site plan was approved by City Council on December 12, 2005 (P04-075 Becker Commons).

(F) Yards and open spaces will be adequate to properly serve the proposed development

and to ensure compatibility with adjoining properties.

Applicant response: "There will be no changes to the external structure of the building, landscape, or adjoining properties."

Staff evaluation: The applicant has adequately addressed the criteria. The existing site has adequate yard and open space to properly serve the proposed development and ensure compatibility with adjoining properties.

(G) The use as proposed will be in conformance with all stated provisions and requirements of this chapter.

Applicant response: "Anytime Fitness is a boutique/studio style fitness center that accommodates clients in a safe healthy setting. It is a nationally recognized franchise that will follow all of the City of Port St. Lucie's required provisions."

Staff evaluation: The proposed use is in conformance with Section 158.124(C)(1) of the Zoning Code.

(H) Establishment and operation of the proposed use upon the particular property involved will not impair the health, safety, welfare, or convenience of residents and workers in the City.

Applicant response: "Anytime Fitness will enrich the health and welfare of the residents of Port St. Lucie by providing a safe and convenient location to meet the resident's fitness needs."

Staff evaluation: The applicant has adequately addressed the criteria. This report finds that by conforming to city codes, the health, safety, welfare, and convenience of the residents and workers in the city should not be impaired by this use.

(I) The proposed use will not constitute a nuisance or hazard because of the number of persons who will attend or use the facility, or because of the hours of operation, or because of vehicular movement, noise, fume generation, or type of physical activity.

Applicant response: "We do not anticipate any nuisance or hazard to be caused by this type of franchise. The Anytime Fitness model and size is one that utilizes 24/7 access, thereby minimizing impact on the center at any given day or time."

Staff evaluation: By conforming to city codes, an enclosed assembly area (fitness center) at this location should not constitute a nuisance or hazard for anyone using this facility.

(J) The use as proposed for development will be compatible with the existing or permitted uses of adjacent property. The proximity or separation and potential impact of the proposed use (including size and height of buildings, access location, light, and noise) on nearby property will be considered in the submittal and analysis of the request. The City may request project design changes or changes to the proposed use to mitigate the impacts upon adjacent properties and the neighborhood.

Applicant response: "This is common in Publix anchored centers and is generally welcomed by all anchor and other tenants. The boutique studio style of the fitness center works well in these type of centers and tend to create a symbiotic relationship amongst the tenants."

Staff evaluation: The applicant has adequately addressed the criterion.

(K) As an alternative to reducing the scale and/or magnitude of the project as stipulated in criteria (J) above, the City may deny the request for the proposed use if the use is considered incompatible, too intensive, or intrusive upon the nearby area and would result in excessive disturbance or nuisance from the use altering the character of neighborhood.

Applicant response: The applicant has noted this.

Staff evaluation: The applicant has acknowledged this.

(L) Development and operation of the proposed use will be in full compliance with any additional conditions and safeguards which the City Council may prescribe, including but not limited to reasonable time limit within which the action for which special approval is requested shall be begun or completed or both.

Applicant response: The applicant has noted this.

Staff evaluation: The applicant has acknowledged this.

Compatibility with special exception criteria: As noted above, the proposed use is compatible with all of the special exception criteria.

Notice to Property Owners: Notice was sent to all neighbors within a 750 foot radius.

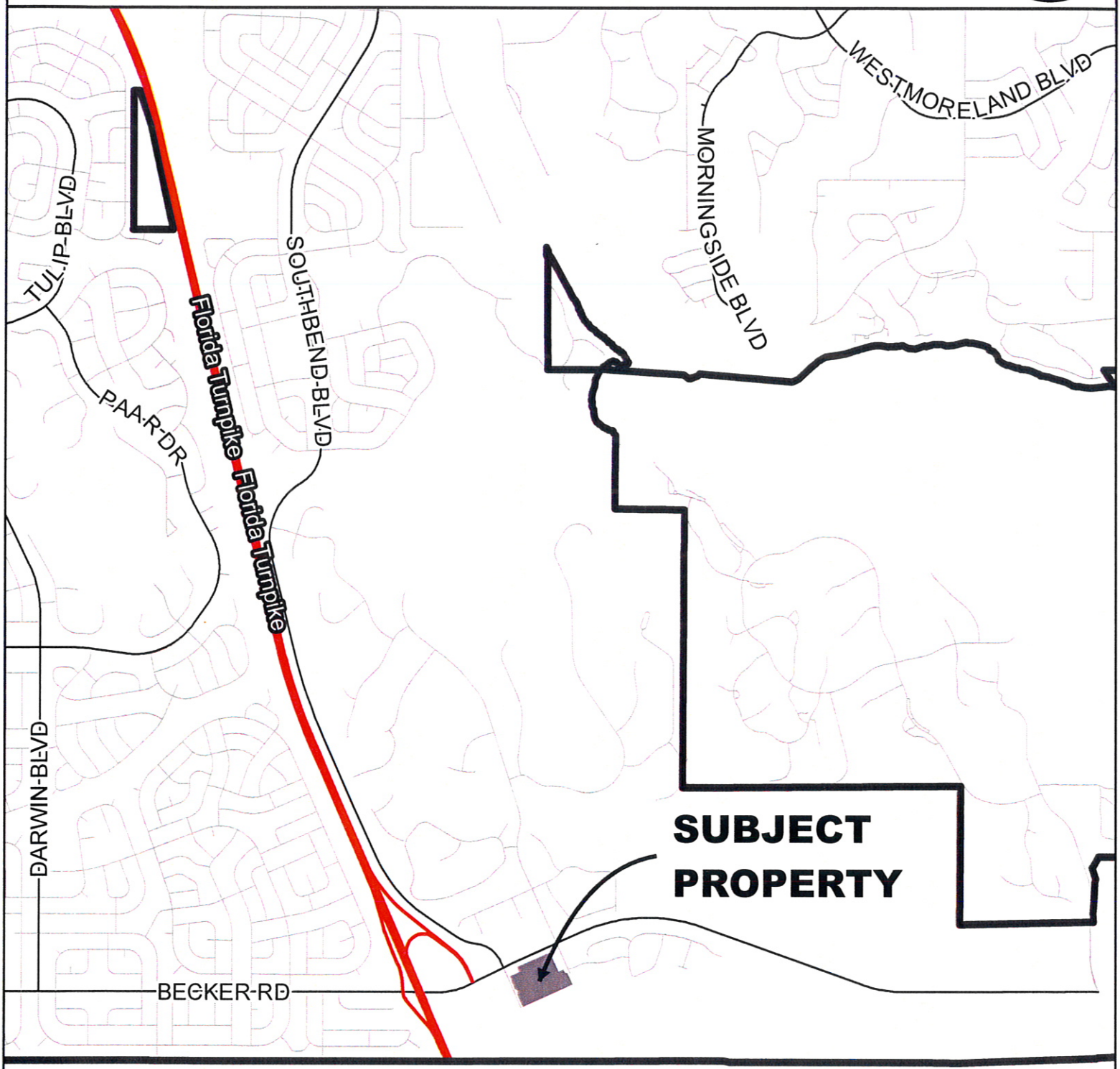
STAFF RECOMMENDATION: The Planning and Zoning Department staff finds the request to be consistent with special exception criteria, as stipulated in Section 158.260 of the Zoning Code and recommends approval.

Planning and Zoning Board Action Options:

- Motion to recommend approval
- Motion to recommend approval with conditions
- Motion to recommend denial

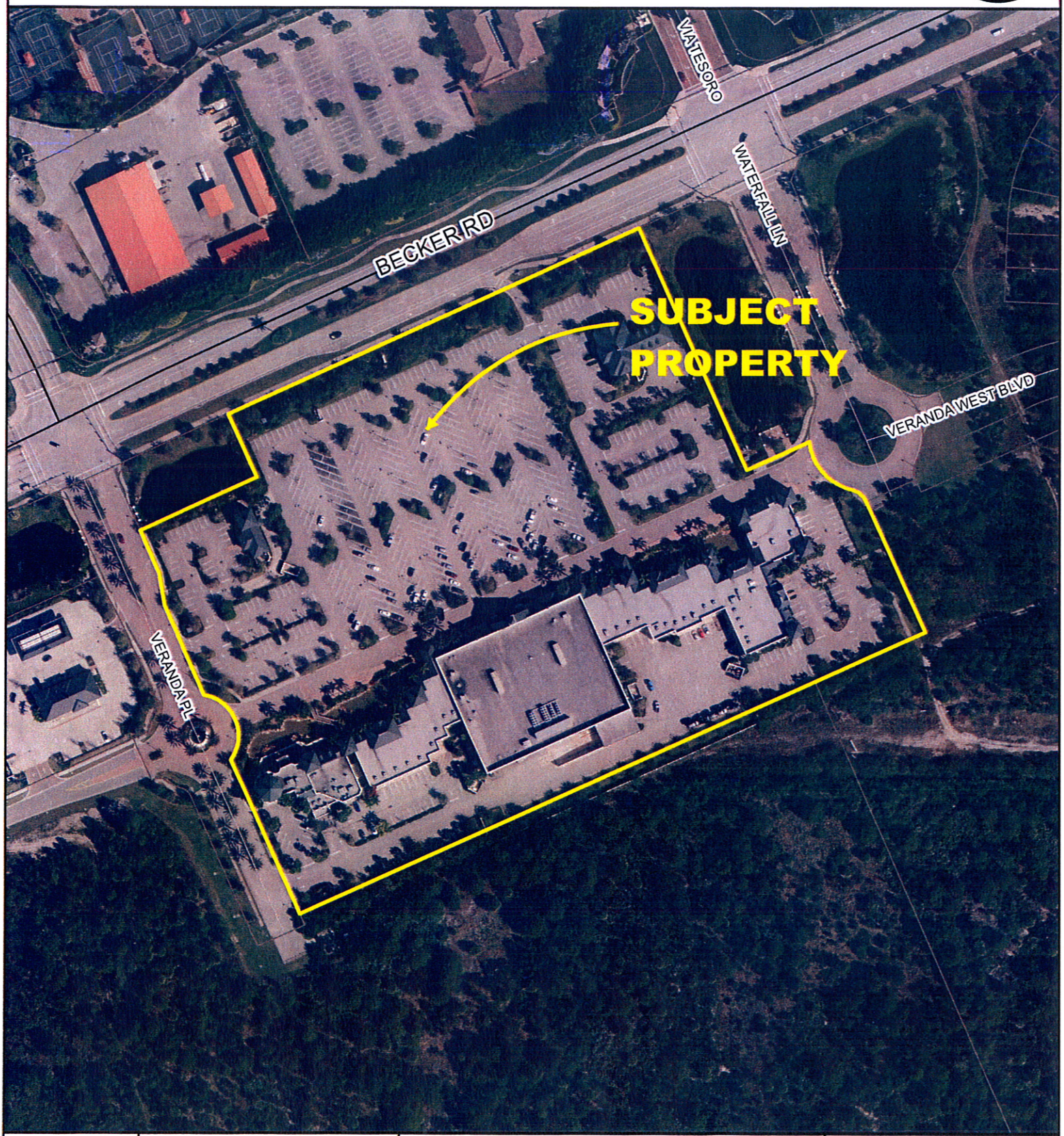
Should the Board need further clarification or information from either the applicant and/or staff, it may exercise the right to table or continue the hearing or review to a future meeting.

GENERAL LOCATION



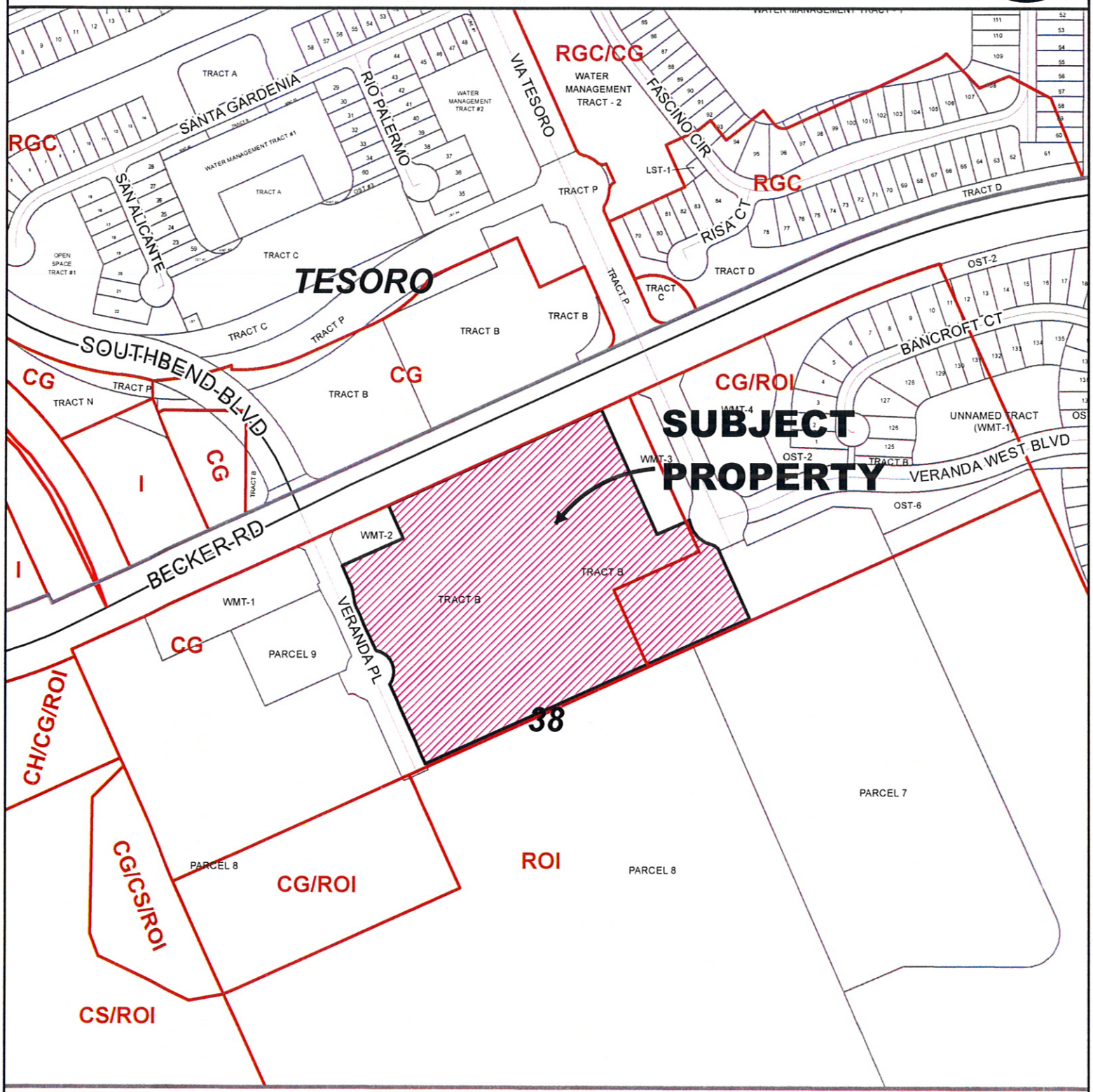
CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	SPECIAL EXCEPTION USE VERANDA FALLS - ANYTIME FITNESS VERANDA FALLS PLAT NO. 1, TRACT 'B'	DATE: 12/28/2015 APPLICATION NUMBER: P15-200 USER: patricias SCALE: 1 in = 0.5 miles	

AERIAL



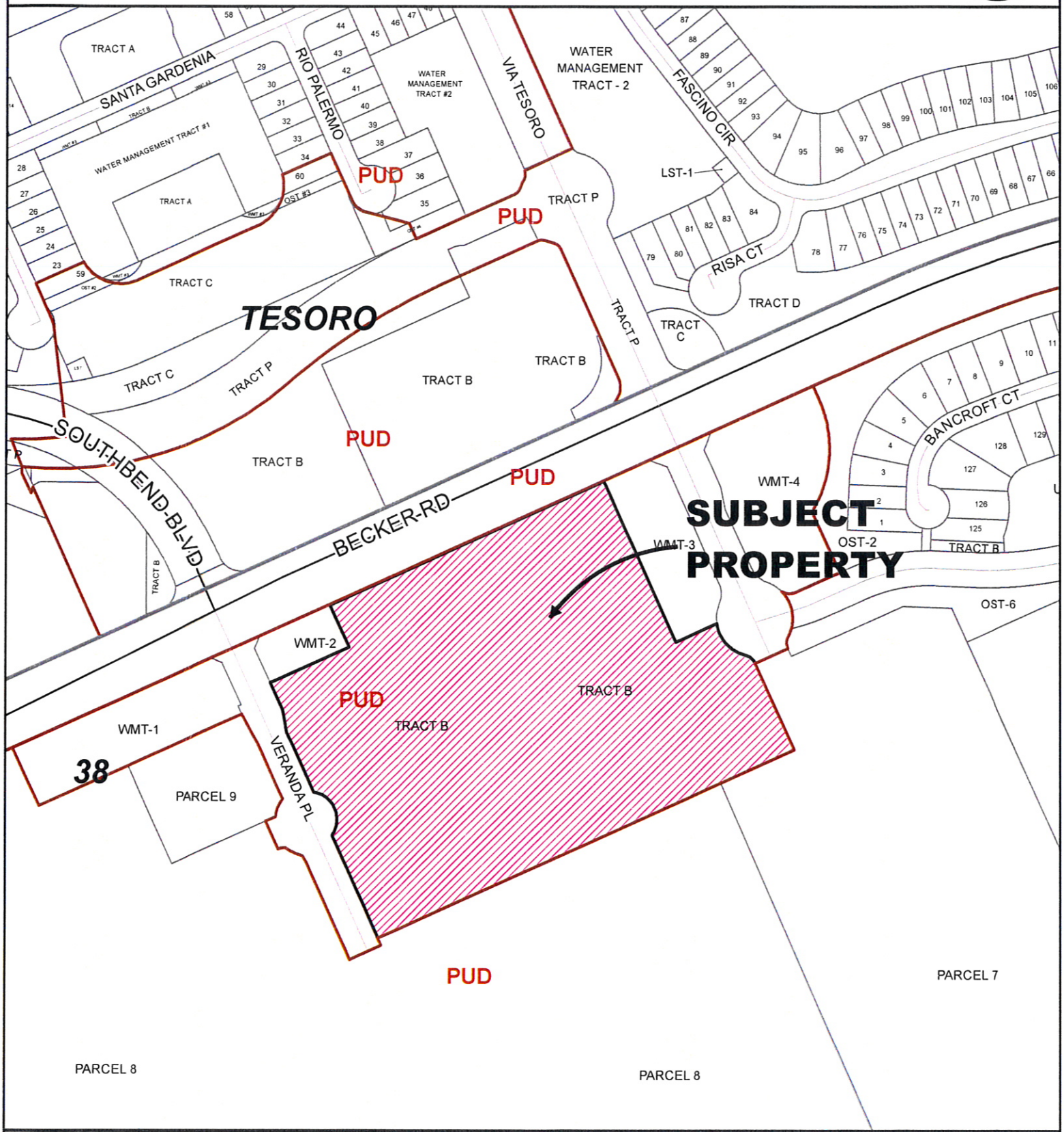
CITY OF PORT ST. LUCIE FLORIDA	CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	SPECIAL EXCEPTION USE VERANDA FALLS - ANYTIME FITNESS VERANDA FALLS PLAT NO. 1, TRACT 'B' AERIAL DATE 2014	DATE: 12/28/2015 APPLICATION NUMBER: P15-200 USER: patricias SCALE: 1 in = 200 ft

FUTURE LAND USE



CITY of PORT ST. LUCIE FLORIDA	CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	SPECIAL EXCEPTION USE VERANDA FALLS - ANYTIME FITNESS VERANDA FALLS PLAT NO. 1, TRACT 'B'	DATE: 12/28/2015 APPLICATION NUMBER: P15-200 USER: patricias SCALE: 1 in = 397 ft

EXISTING ZONING



CITY OF PORT ST. LUCIE FLORIDA	CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	SPECIAL EXCEPTION USE VERANDA FALLS - ANYTIME FITNESS VERANDA FALLS PLAT NO. 1, TRACT 'B'	DATE: 12/28/2015 APPLICATION NUMBER: P15-200 USER: patricias SCALE: 1 in = 300 ft

SLC Commercial
Realty & Development

RECEIVED
DEC 16 2015
PLANNING DEPARTMENT
CITY OF PORT ST. LUCIE, FL

Planning and Zoning Department
City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port St. Lucie, Fl. 34984

December, 16th, 2015

Attention : John Finizio, Principal Planner

Dear Mr. Finizio,

Please find attached the following:

- SEU application for franchisee , Anytime Fitness , at Veranda Falls Publix Shopping Center
- SEU non-refundable application fee of $2,115.00.
- Copy of Deed for Veranda Falls
- Occupancy authorization letter from the Owner of Record
- "Acceptable Uses" excerpt from Veranda PUD documents.
- Conceptual floor plan for the Anytime Fitness concept
- Site Plan for Veranda Falls
- Signed Letter of Intent for Anytime Fitness

Please accept the above documentation submitted for the approval of an Anytime Fitness franchise at Veranda Falls , a Publix anchored shopping center , located at 872 SE Becker Road in Port St. Lucie, Florida. Please note that this center is part of the Veranda PUD and the Anytime Fitness concept is one which should be acceptable under the zoning uses that are specified within the PUD documents (see "Acceptable Uses" attached).

As a boutique style fitness center Anytime Fitness would be a welcomed tenant in the center providing a safe and convenient location providing for the health and wellness of the residents within this demographic.

As you can see on the attached site plan , the required number of parking spaces required for the center is 468. The actual number of spaces available within the shopping center is 591. None of the parking spaces within the center are assigned to any specific tenant. Therefore, there are 123 open parking space in excess of the required number of spaces. Since there appears to be more than ample parking available (a typical Anytime Franchise would utilize between 15- 25 parking spaces during peak hours of operation), it is requested that there be a waiver of any further documentation with regards to parking.

Thank you in advance for your consideration and please do not hesitate to call me if there is anything further needed to expedite the approval of this franchisee for tenancy at Veranda Falls.

Warmest Regards,

Ken Novak

Ken Novak
Sales Associate

2488 SE Willoughby Boulevard, Stuart, FL 34994

(772) 220-4096 - Office(772) 220-4585 - Fax

APPLICATION FOR SPECIAL EXCEPTION USE

CITY OF PORT ST. LUCIE
Planning & Zoning Department
121 SW Port ST. Lucie Blvd.
Port St. Lucie, Florida 34984
(772)871-5212 FAX: (772)871-5124

FOR OFFICE USE ONLY

Planning Dept. P15-200
Fee (Nonrefundable)$ 2,115.00
Receipt # 78162

Refer to "Fee Schedule" for application fee. Make check payable to the "City of Port St. Lucie". Fee is nonrefundable unless application is withdrawn prior to being scheduled for the Site Plan Review Committee meeting or advertising for the Planning and Zoning Board meeting. **Attach two copies of proof of ownership (e.g., warranty deed, affidavit), lease agreement (where applicable), approved Concept Plan or Approved Site Plan, and a statement addressing each of the attached criteria.**

PRIMARY CONTACT EMAIL ADDRESS: ken@slccommercial.com

PROPERTY OWNER:

Name: VFI, LLC

Address: 450 E LAS OLAS BLVD, SUITE 1500, FT. LAUDERDALE, FL 33301

Telephone No.: 954-673-3327 Fax No.: N/A

APPLICANT (IF OTHER THAN OWNER, ATTACH AUTHORIZATION TO ACT AS AGENT):

Name: SLC COMMERCIAL - KEN NOVAK

Address: 2488 SW WILLOUGHBY BLVD., STUART, FL 34994

Telephone No.: (772) 220-4096 Fax No.: (772) 220-4585

SUBJECT PROPERTY:

Legal Description: VERANDA PLAT NO. 1 (PB 60-39) TRACT B (15.744 AC) OR 2581-1349

Parcel I.D Number: 4434-701-0008-000-3

Address: 802-810 SE BECKER ROAD Bays: C-101, C-102, C-103

Development Name: VERANDA FALLS (Attach Sketch and/or Survey)

Gross Leasable Area (sq. ft.): ~~4412~~ 4412 Assembly Area (sq. ft.): ~~4412~~ 3,352 KEN

Current Zoning Classification: GU SEU Requested: FITNESS STUDIO/BOUTIQUE

Please state, as detailed as possible, reasons for requesting proposed SEU (continue on separate sheet, if necessary):

APPLICATION IS BEING PROCESSED FOR AN ANYTIME FITNESS FRANCHISE AT VERANDA FALLS TO PROVIDE A SAFE AND CONVENIENT LOCATION WHILE PROVIDING FOR THE HEALTH AND WELLNESS NEEDS OF AREA RESIDENTS WITHIN THIS DEMOGRAPHIC - SEE ATTACHED DETAILED DESCRIPTION OF THE FRANCHISE CONCEPT.

Kenneth E Novak — Kenneth E. Novak — 12/16/2015
Signature of Applicant — Hand Print Name — Date

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.

SPECIAL EXCEPTION USES

The Planning and Zoning Board, and Zoning Administrator, may authorize the special exception use from the provisions of § 158.260. In order to authorize any special exception use from the terms of this chapter, the Planning and Zoning Board, or Zoning Administrator, will consider the special exception criteria in **§ 158.260 and consider your responses to the following when making a determination.**

(A) Please explain how adequate ingress and egress will be obtained to and from the property, with particular reference to automotive and pedestrian safety and convenience, traffic flow, and control, and access in case of fire or other emergency.

AT THIS TIME THE PARKING INGRESS AND EGRESS HAS ALREADY BEEN ESTABLISHED IN THIS EXISTING COMMERCIAL SHOPPING CENTER.

(B) Please explain how adequate off-street parking and loading areas will be provided, without creating undue noise, glare, odor or other detrimental effects upon adjoining properties.

THERE IS ADEQUATE PARKING IN THE CENTER AS WELL AS REAR ACCESS FOR LOADING/ UNLOADING WHICH WOULD ELIMINATE ANY ADVERSE CONDITIONS FOR THE OTHER TENANTS AND THE GENERAL PUBLIC.

(C) Please explain how adequate and properly located utilities will be available or will be reasonably provided to serve the proposed development.

THIS LOCATION IS ALREADY SERVED BY EXISTING UTILITIES. NO ADDITIONAL CAPACITY WILL BE REQUIRED.

(D) Please explain how additional buffering and screening, beyond that which is required by the code, will be required in order to protect and provide compatibility with adjoining properties.

THIS IS FOR IN-LINE SPACE SPACE IN AN EXISTING SHOPPING CENTER CENTER - BUFFERING, SCREENING AND COMPATABILITY; HAS ALREADY BEEN ESTABLISHED WITH ADJOINING PROPERTIES.

(E) Please explain how signs, if any, and proposed exterior lighting will be so designed and arranged so as to promote traffic safety and to eliminate or minimize any undue glare, incompatibility, or disharmony with adjoining properties. Light shields or other screening devices may be required.

ANY OUTDOOR LIGHTING AND SIGNS HAVE BEEN, AND WILL CONTINUE TO BE ACCORDING TO ALL SIGN AND LIGHTING REQUIREMENTS PER THE CITY OF PORT ST. LUCIE CODE AND IN COMPLIANCE WITH ALL PUD REQUIREMENTS.

(F) Please explain how yards and open spaces will be adequate to properly serve the proposed development and to ensure compatibility with adjoining properties.

THERE WILL BE NO CHANGES TO THE EXTERNAL STRUCTURE OF THE BUILDING, LANDSCAPE OR ADJOINING PROPERTIES.

(G) Please explain how the use, as proposed, will be in conformance with all stated provisions and requirements of the City's Land Development Regulation.

ANYTIME FITNESS IS A BOUTIQUE/STUDIO STYLE FITNESS CENTER THAT ACCOMODATES CLIENTS IN A SAFE HEALTHY SETTING. IT IS A NATIONALLY RECOGNIZED FRANCHISE THAT WILL FOLLOW ALL OF THE CITY OF PORT ST LUCIE'S REQUIRED PROVISIONS.

(H) Please explain how establishment and operation of the proposed use upon the particular property involved will not impair the health, safety, welfare, or convenience of residents and workers in the city.

ANYTIME FITNESS WILL ENRICH THE HEALTH AND WELFARE OF THE RESIDENTS OF PORT ST LUCIE BY PROVIDING A SAFE AND CONVENIENT LOCATION TO MEET THE RESIDENTS FITNESS NEEDS.

(I) Please explain how the proposed use will not constitute a nuisance or hazard because of the number of persons who will attend or use the facility, or because of the hours of operation, or because of vehicular movement, noise, fume generation, or type of physical activity.

WE DO NOT ANTICIPATE ANY NUISANCE OR HAZARD TO BE CAUSED BY THIS TYPE OF FRANCHISE - THE ANYTIME FITNESS "MODEL" AND SIZE IS ONE THAT UTILIZES 24/7 ACCESS, THEREBY MINIMIZING IMPACT ON THE CENTER AT ANY GIVEN DAY OR TIME.

(J) Please explain how the use, as proposed for development, will be compatible with the existing or permitted uses of adjacent property. The proximity or separation and potential impact of the proposed use (including size and height of buildings, access, location, light and noise) on nearby property will be considered in the submittal and analysis of the request. The City may request project design changes or changes to the proposed use to mitigate the impacts upon adjacent properties and the neighborhood.

THIS USE IS COMMON IN PUBLIX ANCHORED CENTERS AND IS GENERALLY WELCOMED BY ALL ANCHOR AND OTHER TENANTS. THE BOUTIQUE STTUDIO STYLE OF FITNESS CENTER WORKS WELL IN THESE TYPE OF CENTERS AND TEND TO CREATE A SYMBIOTIC RELATIONSHIP AMONGST THE TENANTS.

Signature of Applicant	Hand Print Name	Date
Kenneth Novak	KENNETH E. NOVAK	12/16/2015

PLEASE NOTE:

(K) As an alternative to reducing the scale and/or magnitude of the project as stipulated in criteria (J) above, the City may deny the request for the proposed use if the use is considered incompatible, too intensive or intrusive upon the nearby area and would result in excessive disturbance or nuisance from the use altering the character of neighborhood.

(L) Development and operation of the proposed use will be in full compliance with any additional conditions and safeguards which the City Council may prescribe, including but not limited to reasonable time limit within which the action for which special approval is requested shall be begun or completed or both.

Prepared by/Return to:
Akerman LLP
One SE Third Avenue, 25th Floor
Miami, FL 33131
Attn: Janice Russell, Esq.

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY
FILE # 4022442 12/15/2014 at 11:52 AM
OR BOOK 3699 PAGE 139 - 141 Doc Type: CDEED
RECORDING: $27.00
D DOC STAMP COLLECTION: $0.70

Tax Folio Number(s):
4434-702-011-000-0

CORRECTIVE QUIT-CLAIM DEED

THIS CORRECTIVE QUIT-CLAIM DEED is executed this 11 day of December, 2014, by **ST. LUCIE LAND, LTD.**, a Florida limited partnership, whose address is 450 E. Las Olas Boulevard, Suite 1500, Ft. Lauderdale, FL 33301 and **VF II, LLC, a Florida limited liability company**, whose mailing address is 450 E. Las Olas Boulevard, Suite 1500, Ft. Lauderdale, FL 33301 ("Co-Grantors"), to **VF I, LLC, a Florida limited liability company**, whose mailing address is 450 E. Las Olas Boulevard, Suite 1500, Ft. Lauderdale, FL 33301 ("Grantee").

Co-Grantors, for and in consideration of the sum of $10.00 and other valuable considerations in hand paid by the Grantee, the receipt and sufficiency whereof are hereby acknowledged, does hereby remise, release and quit-claim unto Grantee forever, all the right, title, interest, claim and demand which Co-Grantors have, 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 (the "Property"):

Parcel 9 of VERANDA PLAT NO. 2, according to the Plat thereof, as recorded in Plat Book 68, Page 29 of the Public Records of St. Lucie County, Florida.

TO HAVE AND TO HOLD the same together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of Co-Grantors, either in law or equity, to the only proper use, benefit and behoof of said Grantee forever.

NOTE TO RECORDER: THIS IS A CORRECTIVE QUITCLAIM DEED CORRECTING THE LEGAL DESCRIPTION IN THE QUITCLAIM DEED RECORDED ON SEPTEMBER 18, 2014 IN OR BOOK 3673, PAGE 551 IN THE RECORDS OF THE CLERK OF THE CIRCUIT COURT OF ST. LUCIE COUNTY, FLORIDA. THE QUITCLAIM DEED REFERENCED PARCEL 8 AND IT SHOULD HAVE REFERENCED PARCEL 9. ADDITIONALLY, A QUITCLAIM DEED RECORDED ON SEPTEMBER 18, 2014 IN OR BOOK 3673, PAGE 553 IN THE RECORDS OF THE CLERK OF THE CIRCUIT COURT OF ST. LUCIE COUNTY, FLORIDA FROM ST. LUCIE LAND, LTD. TO VF II, LLC INCORRECTLY LISTED PARCEL 9 WHEN IT SHOULD HAVE REFERENCED PARCEL 8. VF II, LLC IS JOINING IN THE CORRECTIVE QUITCLAIM DEED TO CONVEY TO GRANTEE ANY INTEREST IT MAY HAVE IN PARCEL 9.

IN WITNESS WHEREOF, Co-Grantors hereunto set their hand and seal the day and year first above written.

ST. LUCIE LAND, LTD., a Florida limited partnership
By: St. Lucie Land Corp., a Florida corporation, its general partner

By: _____
Alex Muxo, Jr., Vice President

_____
Witness
C. Trezona
Printed Name of Witness
_____
Witness
Randy Aube
Printed Name of Witness

VF II, LLC, a Florida limited liability company
By: VF II, Inc., a Florida corporation, its manager

By: _____
Alex Muxo, Jr., Vice President

_____
Witness
C. Trezona
Printed Name of Witness
_____
Witness
Randy Aube
Printed Name of Witness

STATE OF FLORIDA)
) ss.:
COUNTY OF BROWARD)

The foregoing Quitclaim Deed was acknowledged before me this 11th day of December, 2014, by Alex Muxo, Jr., as Vice President of St. Lucie Land Corp., a Florida corporation, general partner of ST. LUCIE LAND, LTD., a Florida limited partnership, on behalf of the corporation and the partnership, who is personally known to me.

(Notary Seal)

Notary Public State of Florida
Elena Livingood
My Commission FF 110739
Expires 05/09/2018

Elena Livingood
Notary Public, State of Florida
Printed Name: Elena Livingood
My commission expires: May 9. 2018

STATE OF FLORIDA)
) ss.:
COUNTY OF BROWARD)

The foregoing Quitclaim Deed was acknowledged before me this 11th day of December, 2014, by Alex Muxo, Jr., as Vice President of VF II, Inc., a Florida corporation, manager of VF II, LLC, a Florida limited liability company, on behalf of the corporation and the limited liability company, who is personally known to me.

(Notary Seal)

Notary Public State of Florida
Elena Livingood
My Commission FF 110739
Expires 05/09/2018

Elena Livingood
Notary Public, State of Florida
Printed Name: Elena Livingood
My commission expires: May 9. 2018

Veranda Falls
872 SE Becker Rd
Port St Lucie, FL 34984
954-673-3327

RECEIVED
JAN 19 2016
PLANNING DEPARTMENT
CITY OF PORT ST. LUCIE, FL

January 11, 2015

To Whom It May Concern,

Please accept this correspondence as authorization for Kenneth E. Novak to act as our agent for the purpose of applying for a Special Exception Use for an Anytime Fitness franchise at Veranda Falls Shopping Center.

I, Alex Muxo, Vice President and legal representative of Huizenga Holdings, Inc. and VF I, LLC, give permission to Anytime Fitness to occupy units C-101, C-102 and C-103 (802-810 SE Becker Rd) located within Veranda Falls.

We do not anticipate that parking will be an issue since the site plan only calls for 468 parking spaces and Veranda Falls has an actual count of 580 parking spaces with 11 Handicapped spaces for a total of 591.

If you have any questions please do not hesitate to contact me.

Thank you,

Alex Muxo
Vice President
VF I, LLC

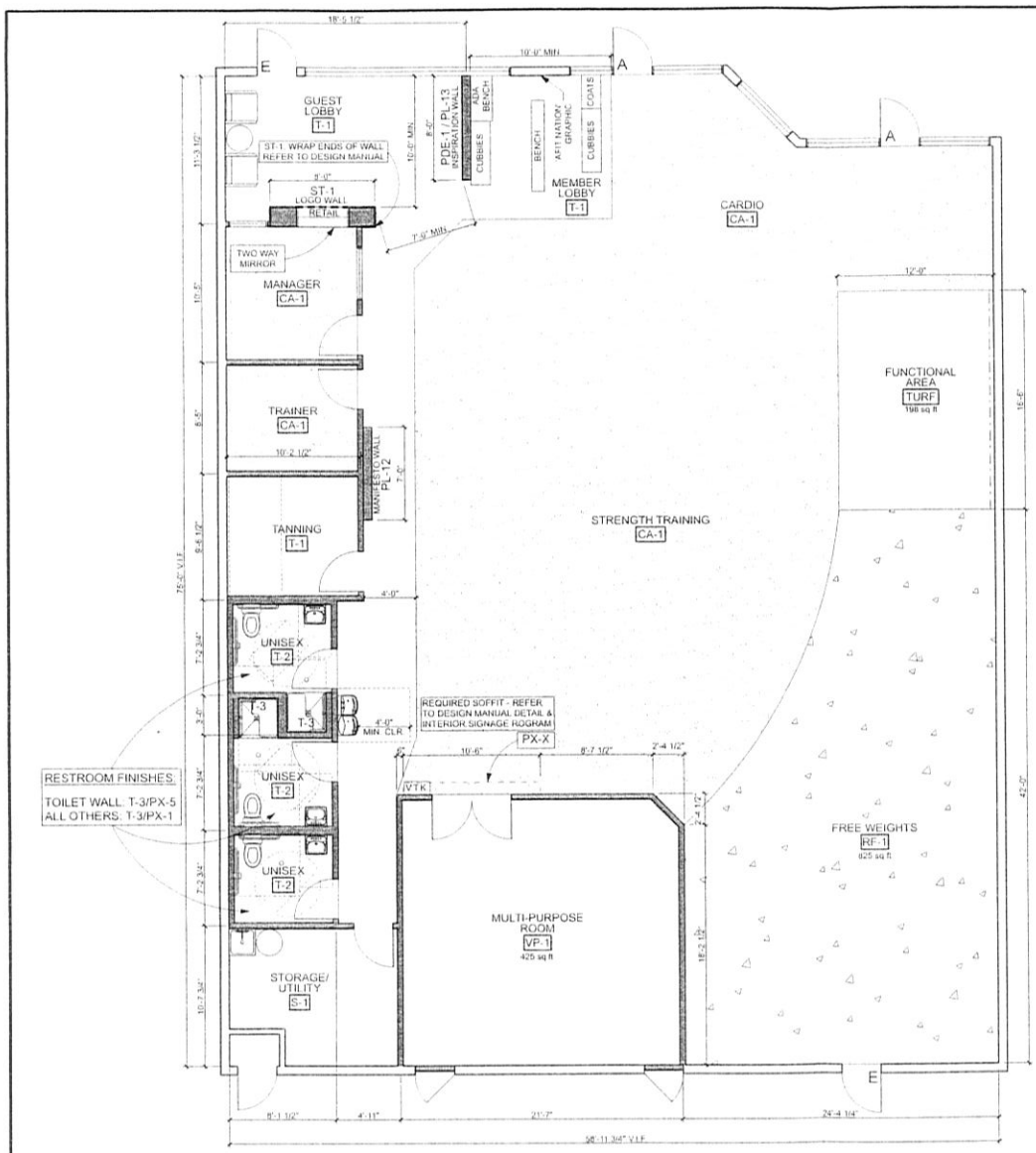
STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged this 14th day of Jan 2016 by ALEX MUXO who personally appeared before me and acknowledged that he signed the instrument voluntarily for the purpose expressed in it.

Valerie A. Hinkell
Signature of Notary Public

VALERIE A. HINKELL
Print Name

VALERIE A. HINKELL
MY COMMISSION # FF 073643
EXPIRES: March 27, 2018
Bonded Thru Notary Public Underwriters



DISCLAIMER:
EXISTING BACKGROUND, INCLUDING DIMENSIONS, ARE PROVIDED BY THE FRANCHISEE - VERIFY ALL DIMENSIONS IN FIELD AND NOTIFY ARCHITECT OF ANY DISCREPANCIES PRIOR TO START OF ANY CONSTRUCTION

BRAND MATTERS! This document was created to ensure each club within the Anytime Fitness family embodies the spirit of the brand. The information provided conveys the aesthetics as well as the functionality of the club including, but not limited to: materials, finishes, design elements and layout.
This document is not to be used for construction. A qualified design professional(s) should be engaged to prepare detailed construction documents and ensure compliance with all applicable codes and regulations.

REFER TO DESIGN MANUAL FOR ABBREVIATIONS:
CA = Carpet Floor
T = Porcelain Tile
VCT = Vinyl Composite Tile
RF = Rubber Floor
VP = Vinyl Plank Floor
WF = Wood Floor
S-1 = Sealed Concrete Floor
S-2 = Stained Concrete Floor
P-# = Paint
WC = Wallcovering
ST = Manufactured Stone
TURF = Ecore Terf

DRAWING KEY:
= Existing Wall
= New Wall
= Demo Wall
= Existing Door
= Existing Door may not be Required
= New Door
= Demo Door
= Floor Transition
= Wall Protection (Required)

FLOOR FINISH KEY:
RF-1
CA-1
OTHER FLOORING AS NOTED

PAINT:
The color of the paint for each wall is identified by a paint code (PL-5, PG-2, ETC.). The corresponding paint color is specified in the design manual.

PROJECT NO.: 2015-1660

NEW

RECEIVED
JAN 08 2016
PLANNING DEPARTMENT
CITY OF PORT ST. LUCIE, FL

ANYTIME FITNESS

PROJECT LOCATION:
PORT ST. LUCIE, FL - AF# - 4,311 S.F.
Square footage shown is a graphic representation based on the data received and may vary from the square footage as defined in the lease
DESIGN SCHEME: COLOR
DESIGN MANUAL - AUGUST 2015

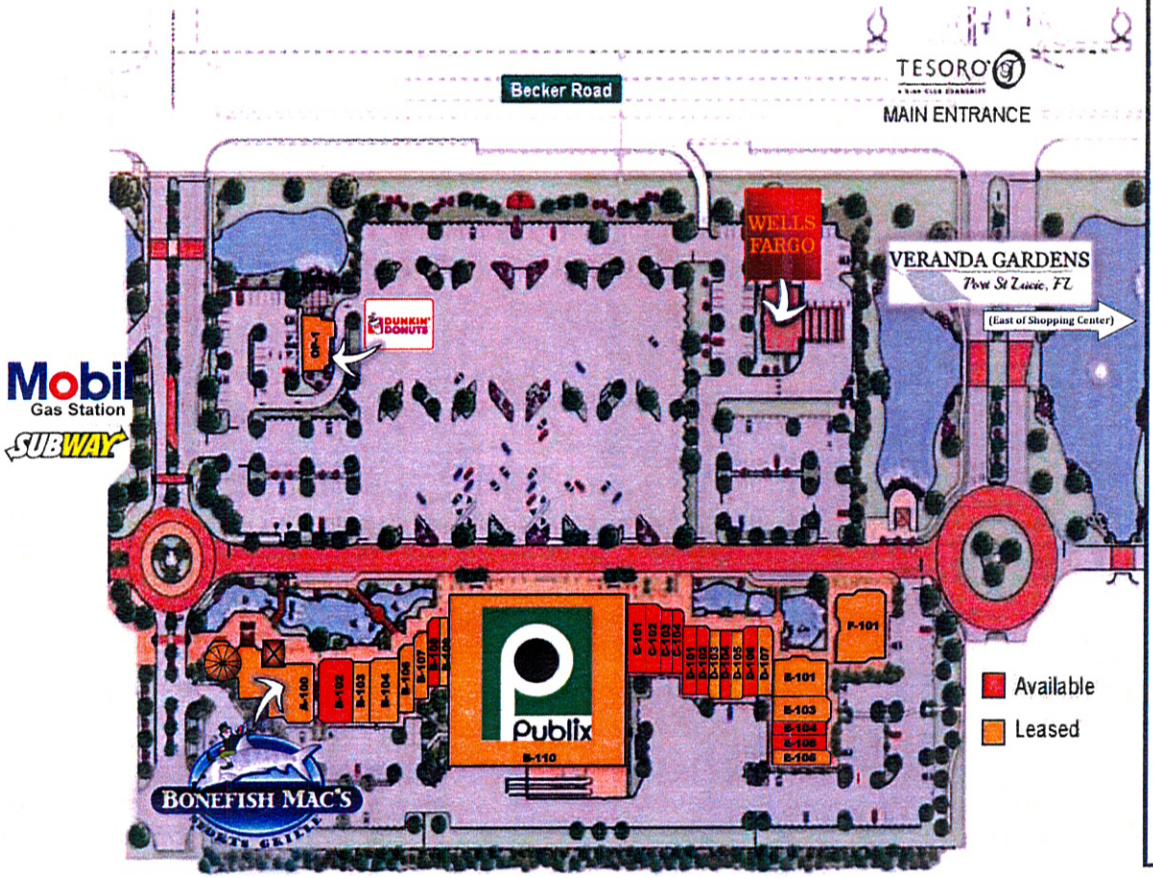
Derek Wehrman
Digitally signed by Derek Wehrman
DN: C=US, E=derekw@anytimefitness.com, O=Anytime Fitness, CN=Derek Wehrman
Date: 2015.12.16 15:58:40-06'00'

REV	DESCRIPTION	DATE
-	Initial Layout	12/18/15

WILKUS

NOT FOR CONSTRUCTION
COMPLIANCE DRAWING
FLOOR PLAN

Site Plan



TENANT LEGEND

A-100	Bonefish Macs
B-102	**AVAILABLE - 2,760 s/f**
B-103	Gift Gallery
B-104	Dr. Barber
B-106-107	Studio 730
B-108	**AVAILABLE - 1,106 s/f**
B-109	Nail Salon
B-110	Publix
C-101	**AVAILABLE - 1,875 s/f**
C-102	**AVAILABLE - 1,487 s/f**
C-103	**AVAILABLE - 1,050 s/f**
C-104	**AVAILABLE - 1,038 s/f**
D-101	**AVAILABLE - 1,500 s/f**
D-102	**AVAILABLE - 1,112 s/f**
D-103	Town & Country Dry Cleaners
D-104	**AVAILABLE - 1,125 s/f**
D-105	Hair Cuttery
D-106	**AVAILABLE - 1,488 s/f**
D-107	Water Pointe Realty Group
E-101	Cornerstone Bistro
E-103	Gift Gallery (Storage)
E-104	**AVAILABLE - 1,117 s/f**
E-105	**AVAILABLE - 1,118 s/f**
E-106	Management Office
F-101	Davant Interiors
OP-1	Dunkin Donuts

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 11B
Meeting Date: 2/22/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager

THRU: Daniel Holbrook, Assistant City Manager – Community Development Director

FROM: Patricia A. Tobin, AICP, Director Planning and Zoning

Agenda Item: Resolution: St. Andrews Townhomes Replat No. 2 – Preliminary and Final Subdivision Plat Application (P15-199)

Submittal Date: 2/10/2016

16-R11

STRATEGIC PLAN LINK: This item is consistent with Goal 3: Balanced and Responsible Growth.

BACKGROUND: This application will reconfigure lots 1 through 10 of the St. Andrews Townhomes subdivision plat, reducing the number of dwelling units from 10 to five units. Most of the vacant lots have already been re-platted to accommodate a different building type, the villa. These buildings will have the same square footage as the townhouse units but will only be one story. This application will complete the re-platting process, since all the other vacate lots have already been reconfigured.

ANALYSIS: See attached staff report

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: This resolution has been approved as to form by Attorney Brennan Keeler.

PLANNING AND ZONING BOARD: The Planning and Zoning Board unanimously recommended approval of this subdivision plat application on February 2, 2016.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: Staff may provide a short presentation on this application.

REQUESTED MEETING DATE: 2/22/2016

LOCATION OF PROJECT: St. Andrews Townhomes is located on the northeast corner of Selvitz Road and St. James Boulevard.

ATTACHMENTS: Resolution, staff report, and recommendation.

PT/JF

RECEIVED

FEB 1 1 2016

CITY MANAGER'S OFFICE

RESOLUTION NO. 16-R11

A RESOLUTION APPROVING AND ACCEPTING THE PRELIMINARY AND FINAL PLAT FOR ST. ANDREWS TOWNHOMES REPLAT NO. 2 (P15-199) WITHIN THE CITY OF PORT ST. LUCIE, FLORIDA, AT THE REQUEST OF ST. ANDREWS PARK TOWNHOMES, LLC; OF FLORIDA; AUTHORIZING THE MAYOR AND CITY CLERK TO COUNTERSIGN SAID PLAT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port St. Lucie, Florida has been requested by St. Andrews Townhomes, LLC, to approve and accept the preliminary and final plat titled St. Andrews Townhomes Replat No. 2, within the City of Port St. Lucie, Florida; and

WHEREAS, there are no public/private improvements, i.e., roads, drainage, and utility facilities, to be constructed within the platted area; and

WHEREAS, the plat conforms to Section 156, Port St. Lucie City Code, and meets all State requirements for such plats; and

WHEREAS, the Site Plan Review Committee, on January 13, 2016, recommended approval of the preliminary and final plat (P15-199); and

WHEREAS, the Planning and Zoning Board on February 2, 2016 made a recommendation on the preliminary and final plat (P15-199); and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Port St. Lucie as follows:

Section 1. That the City Council hereby approves the preliminary and final plat titled St. Andrews Townhomes Replat No. 2, within the City of Port St. Lucie, Florida, said plat being offered by St. Andrews Park Townhomes, LLC as owners and title holders of said

property and as prepared by Alexander J. Piazza, P.S.M., as designated on the attached said Plat.

Section 2. That the Mayor and City Clerk of the City of Port St. Lucie, Florida, are hereby authorized to countersign the said plat so it may be properly recorded in the public records of St. Lucie County, Florida.

Section 3. This Resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this 22nd day of February, 2016.

CITY COUNCIL
CITY OF PORT ST. LUCIE

BY: _____
Gregory J. Oravec, Mayor

ATTEST:

_____
Karen A. Phillips, City Clerk

APPROVED AS TO FORM:

_____
City Attorney

City of Port St. Lucie
Planning and Zoning Department
A City for All Ages

TO: PLANNING AND ZONING BOARD - MEETING OF FEBRUARY 2, 2016

FROM: JOHN FINIZIO, PLANNER

RE: ST. ANDREWS TOWNHOMES REPLAT NO. 2
PRELIMINARY AND FINAL SUBDIVISION PLAT APPLICATION
PROJECT NO. P15-199

DATE: JANUARY 20, 2016

PROPOSED PROJECT: This application will reconfigure lots 1 through 10 of the St. Andrews Townhomes subdivision plat, reducing the number of dwelling units from 10 to five units. Most of the vacant lots have already been re-platted to accommodate a different building type, the villa. These buildings will have the same square footage as the townhouse units but will only be one story. This application will complete the re-platting process, since all the lots will have been reconfigured.

APPLICANT: Alexander J. Piazza, PSM; Alexander J. Piazza, PSM, Inc. The authorization letters are attached to the staff report.

OWNER: St. Andrews Park Townhomes, LLC, Stanley Markofsky Mng.

LOCATION: St. Andrews Townhomes is located on the northeast corner of Selvitz Road and St. James Boulevard.

LEGAL DESCRIPTION: St. Andrews Townhomes, Lots 1 - 10.

SIZE: Approximately 0.53 acres, or 23,029 square feet.

EXISTING ZONING: PUD (St. Andrews Park, Phase 2, Planned Unit Development).

EXISTING USE: The site currently contains 38 townhome units, a handful of villas, a recreation center with pool, a water retention pond, and a sales center.

SURROUNDING USES: North = 100 foot canal right-of-way, beyond is PUD (Peachtree Place Planned Unit Development) zoning and currently vacant. South = PUD (St. Andrews Planned Unit Development) zoning. Most of this PUD is vacant, but there is an established commercial area, as well as some multi-family housing units. East = GU (General Use) zoning, currently South Florida Water Management Preservation Tract, currently vacant. West = PUD (St. James Golf Club Planned Unit Development) zoning with existing golf course and residential houses.

***IMPACTS AND FINDINGS*:**

The project has been reviewed for compliance with Chapter 160.01, City Code, regarding provision of adequate public facilities and documented as follows:

Sewer/Water Service: Sewer/water will be provided by the City of Port St. Lucie Utilities.

Transportation: The staff review indicates that this project will generate approximately 87 daily vehicle trips, 8 a.m. Peak Hour trips and 9 p.m. Peak Hour trips (ITE, Land Use Code 230, Residential Condominium/Townhouse) on the road adjacent to the project (St. James Drive). Trip projections were calculated using the Institute of Transportation Engineers (ITE) "Trip Generation Manual, 8th Edition".

The original subdivision plat for St. Andrews Townhomes was approved with 178 townhomes which generated approximately 1,043 vehicle trips. The two subsequent replats (P15-199 St. Andrews Townhomes Replat No. 2, and P13-079 St. Andrews Townhomes Replat No. 1) increased the foot prints of the vacant lots thereby decreasing the total number of dwelling units. With the new footprint, the total number of dwelling units within the St. Andrews Townhome development went from 178 to 108 dwelling units which dramatically decreased the total daily vehicle trips for this project. This project should not have an adverse effect on transportation level of service for the adjacent roadways.

Parks/Open Space: The level of service for parks is measured and planned in conjunction with population growth on an annual basis. At this time there is adequate park land available to meet the required level of service. This project includes a passive park trail system, three recreation area tracts that include a community building with swimming pool, and pocket parks placed throughout the development. The amount of land dedicated to parks and open space is not changing from what was originally approved.

Storm Water: The project includes a paving and drainage plan that is in compliance with the adopted level of service standard.

Solid Waste: Solid waste impacts are measured and planned based on population projections on an annual basis. There is adequate capacity available.

Fire District: The access location (external and internal) has been approved by the Fire District for safety purposes.

Environmental: Based on the last approved site plan, a total of 4.52 acres of native habitat is being preserved on site, this includes wetland buffers for two wetland tracts.

Schools: Per Policy 2.4.2 (8): Exemptions of the City of Port St. Lucie Comprehensive Plan, developments of regional impact, as defined in Section 380.06, Florida Statutes, that received development orders prior to July 1, 2005 or had filed application for development approval prior to May 1, 2005 are exempt from school concurrency. As this PUD received City Council Approval prior to July 1, 2005, it is exempt from school concurrency.

Other: This project has also been reviewed for consistency with the St. Andrews Park (Phase 2) PUD (Planned Unit Development). There is nothing in the PUD document that would prevent this project from moving forward.

Site Plan: As required per §158.218 Townhouse Development Requirements, the site plan for St. Andrews Townhomes will have to be amended to adequately reflect the changes in lot sizes. Since the infrastructure is already in place, and the proposed changes will only be affecting the internal units, it has been agreed that the site plan amendment will be included in the subdivision application for review. No additional application will be required.

Approval of this project is conditioned upon payment of all applicable impact fees, as provided in the Port St. Lucie Road, Park and Recreation, Public Buildings and Law Enforcement Impact Fee Ordinances. Please note that additional impact fees may be due to St. Lucie County.

RELATED PROJECTS:

P14-099 St. Andrews Park Townhomes – Small Scale Comprehensive Plan Amendment. This application converted the land use of 0.5 acres from OSP (Open Space Preservation) to RM (Medium Density Residential) to be compatible with the approved subdivision plat and site plan. This was approved by City Council on September 8, 2014.

P13-079 St. Andrews Townhomes Replat No. 1 Preliminary and Final Subdivision Plat. This application reconfigured most of the vacant lots with the St. Andrews Townhomes to accommodate a new building type (Villas). This project was approved by City Council on April 14, 2014.

P07-341 St. Andrews Townhomes Site Plan Application. This application was to review the approved landscape plan for the St. Andrews Townhomes site. This application was approved by the Site Plan Review Committee on October 23, 2007.

P07-285 St. Andrews Townhomes Site Plan Amendment Application. This application made modifications to the existing median on St. James Drive. This application was approved by the Site Plan Review Committee on August 22, 2007.

P05-304 St. Andrews Townhomes Subdivision Plat Application. This application is the plat for multi-family residential use; it contains 178 residential townhomes which will be sold fee simple.

P04-571 St. Andrews Townhomes Site Plan Application. This application included 178 residential townhomes; sidewalks, storm water pond, upland and wetland preserve areas, a pool, a small park, and a recreational trail. This application was approved by City Council on June 27, 2005.

STAFF RECOMMENDATION:

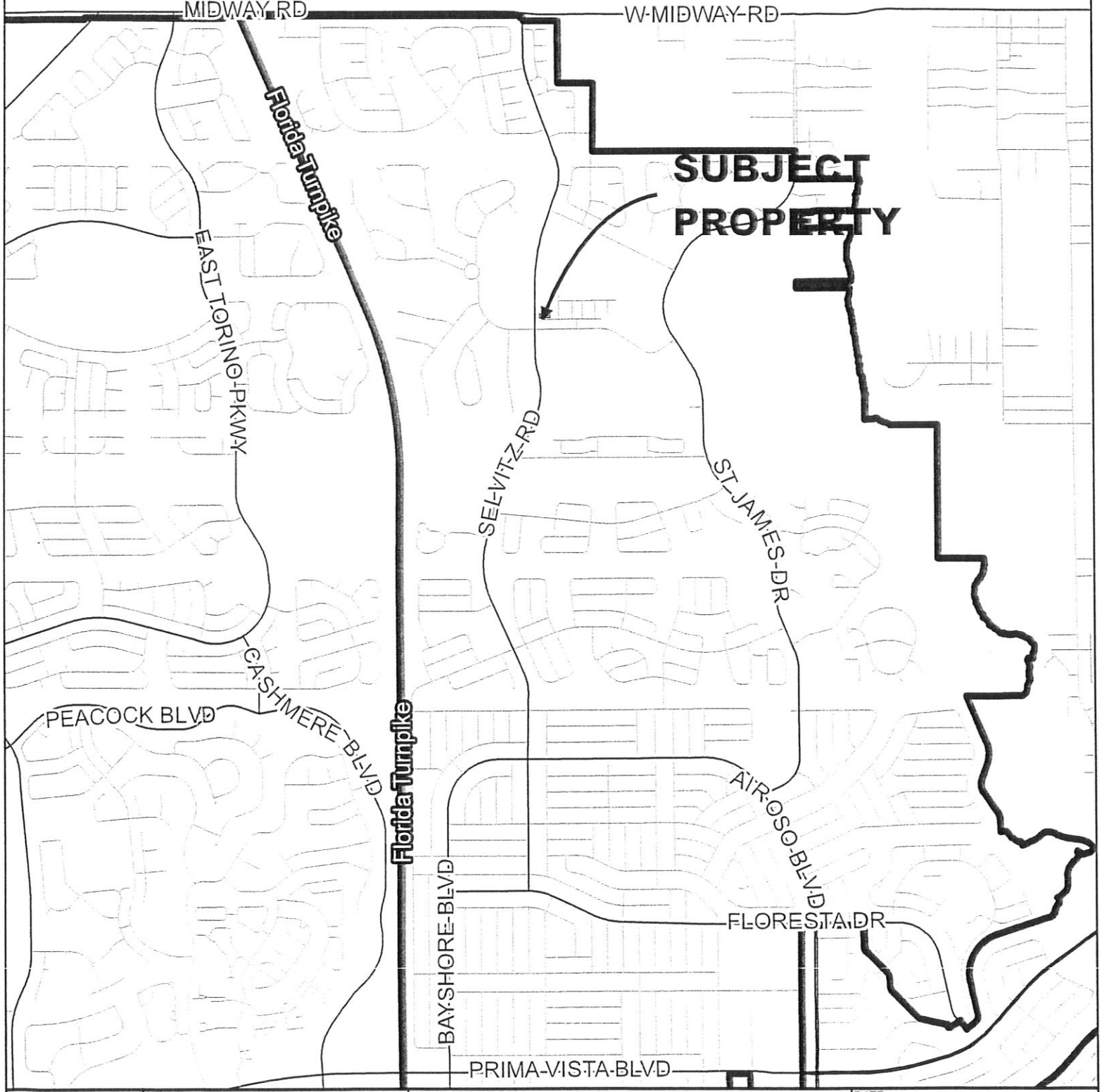
The Planning and Zoning Department staff finds the request to be consistent with the direction and intent of the approved zoning, policies of the City's Comprehensive Plan, City Subdivision Code: The Site Plan Review Committee reviewed the request on January 13, 2016 and recommended approval.

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

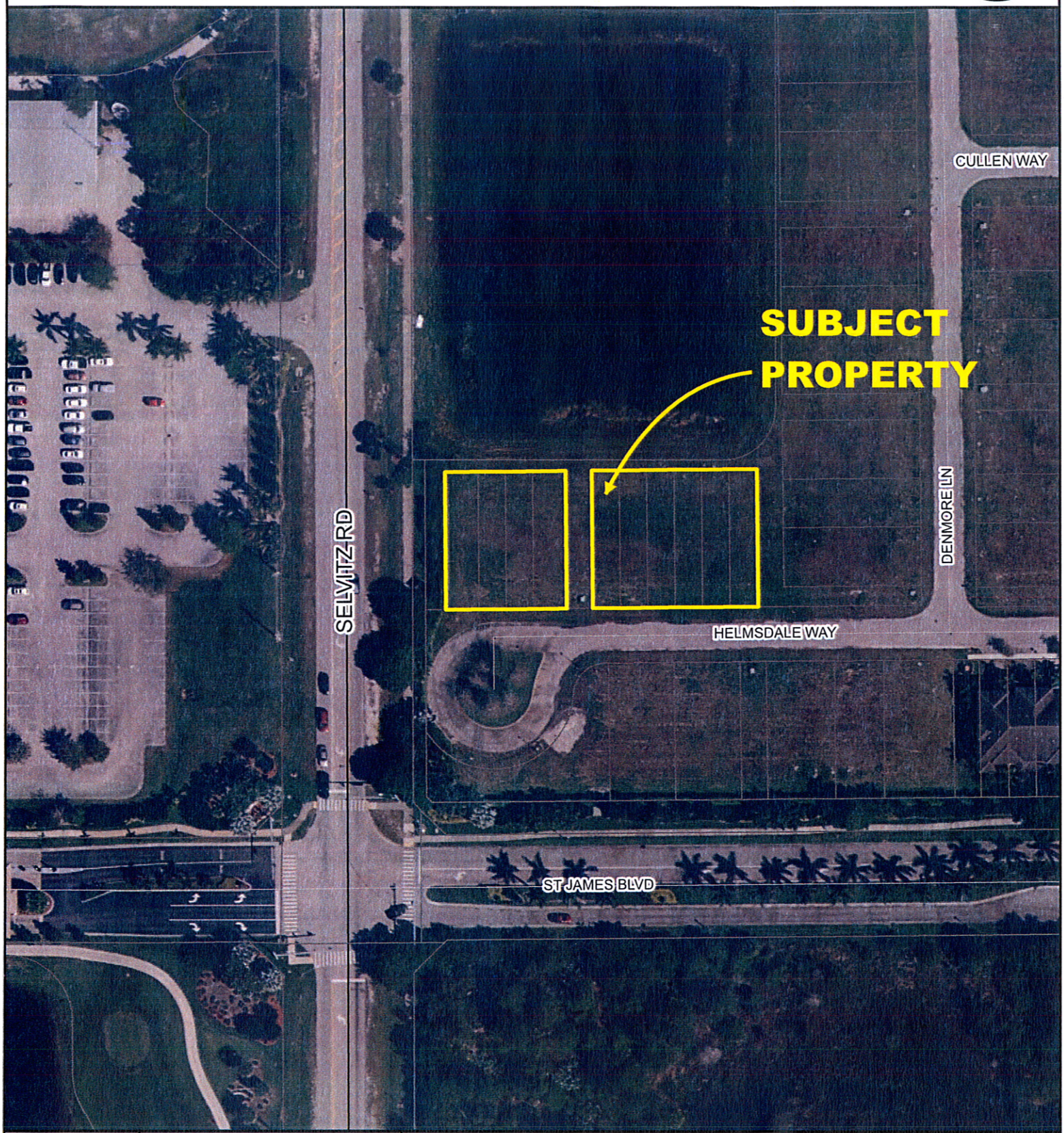
Please note: Should the Board need further clarification or information from either the applicant and/or staff, it may exercise the right to *table* or *continue* the hearing or review to a future meeting.

GENERAL LOCATION



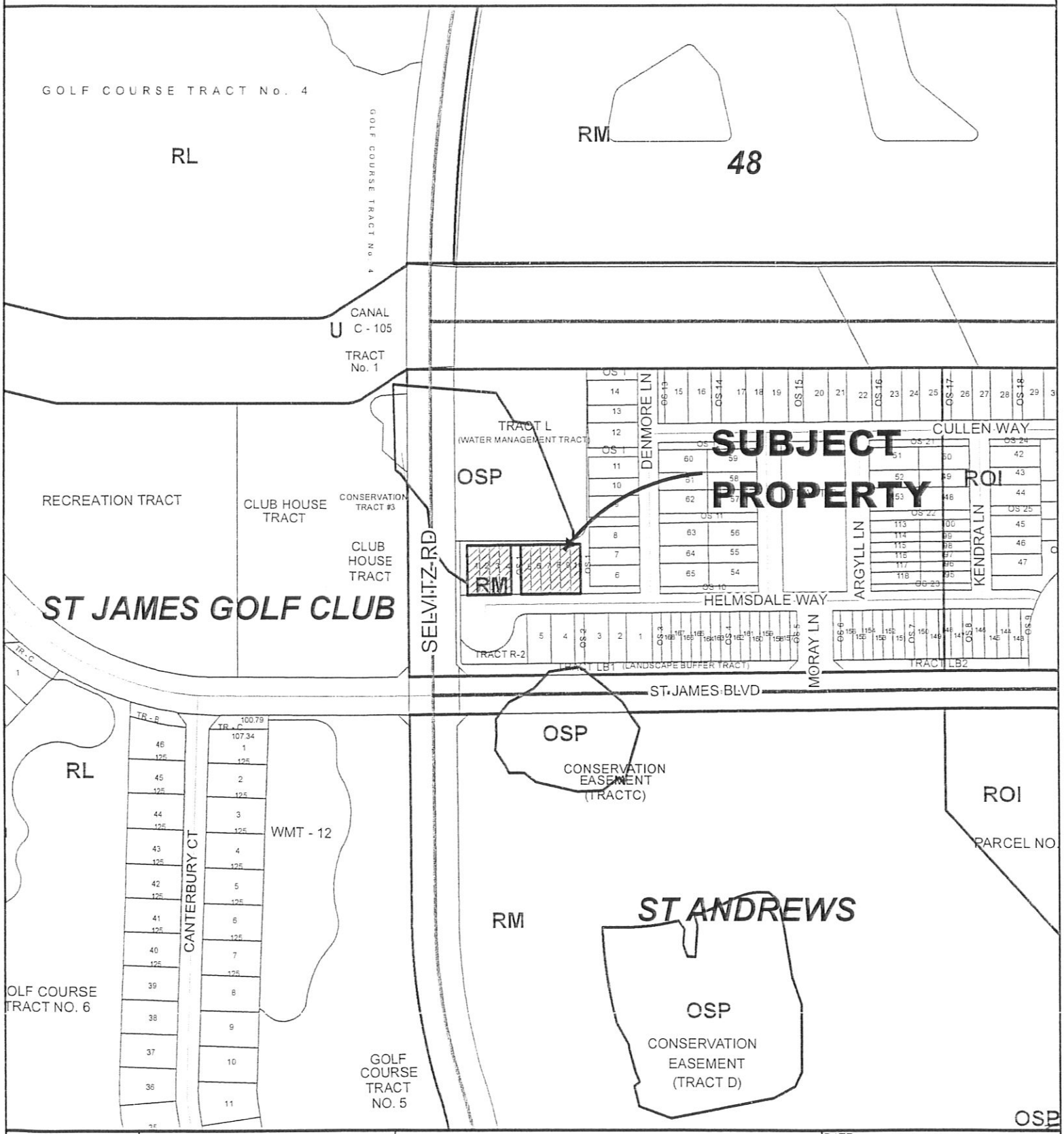
CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	PRELIMINARY & FINAL PLAT ST. ANDREWS TOWNHOMES ST. ANDREWS TOWNHOMES, LOTS 1-10	DATE: 1/12/2016 APPLICATION NUMBER: P15-199 USER: patricias SCALE: 1 in = 0.5 miles	

AERIAL



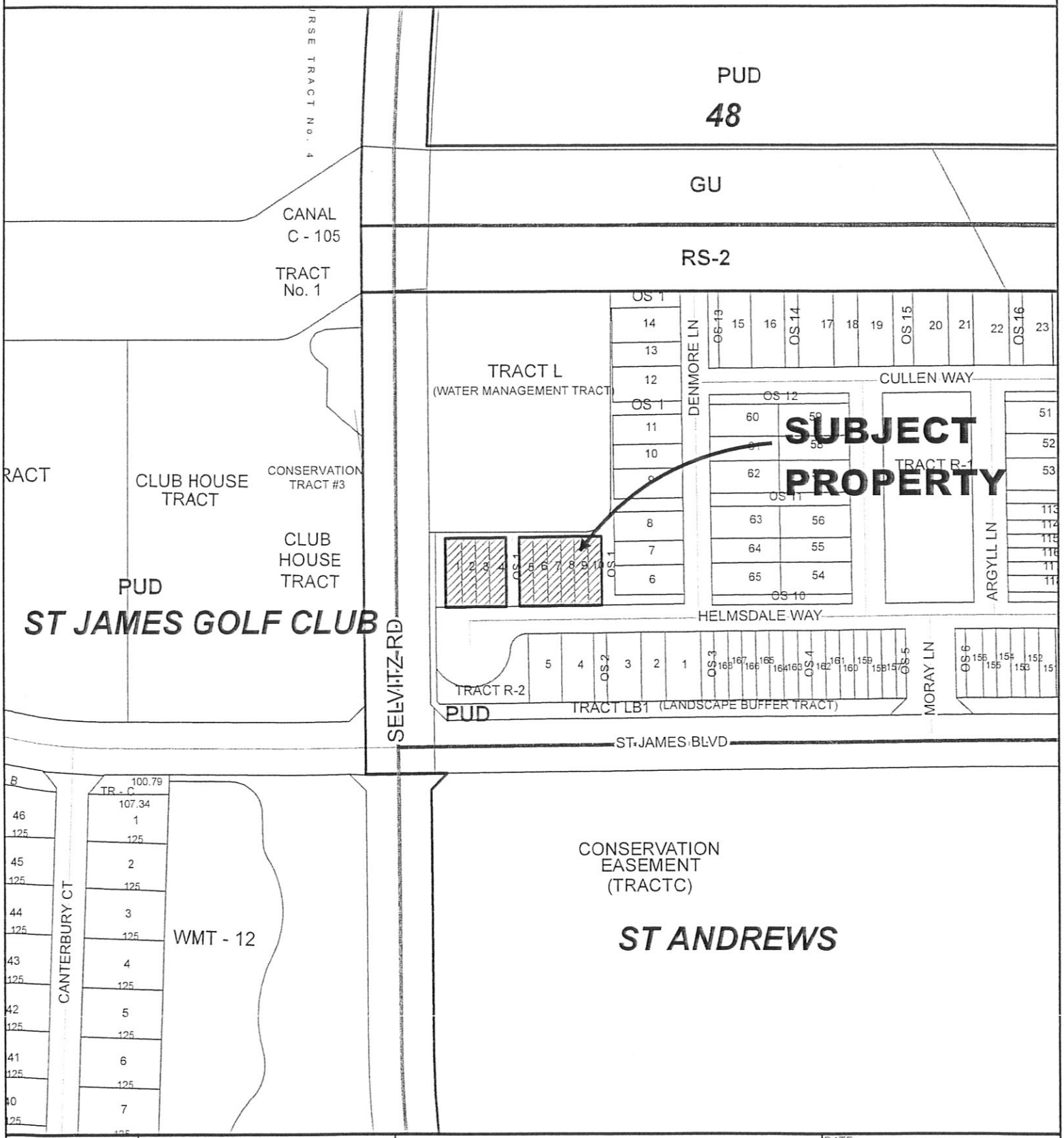
CITY OF PORT ST. LUCIE FLORIDA	CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	PRELIMINARY & FINAL PLAT ST. ANDREWS TOWNHOMES ST. ANDREWS TOWNHOMES, LOTS 1-10 AERIAL DATE 2014	DATE: 1/12/2016 APPLICATION NUMBER: P15-199 USER: patricias SCALE: 1 in = 100 ft

FUTURE LAND USE



CITY of PORT ST. LUCIE FLORIDA	CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	PRELIMINARY & FINAL PLAT ST. ANDREWS TOWNHOMES ST. ANDREWS TOWNHOMES, LOTS 1-10	DATE: 1/12/2016 APPLICATION NUMBER: P15-199 USER: patricias SCALE: 1 in = 278 ft

EXISTING ZONING



CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	PRELIMINARY & FINAL PLAT ST. ANDREWS TOWNHOMES ST. ANDREWS TOWNHOMES, LOTS 1-10	DATE: 1/12/2016 APPLICATION NUMBER: P15-199 USER: patricias SCALE: 1 in = 200 ft	

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

Sunbiz

Detail by Entity Name

Florida Limited Liability Company

ST. ANDREWS PARK TOWNHOMES, LLC

Filing Information

Document Number	L12000158261
FEI/EIN Number	80-0886424
Date Filed	12/19/2012
State	FL
Status	ACTIVE
Effective Date	12/19/2012

Principal Address

1400 EAST OAKLAND PARK BOULEVARD
SUITE 103
FORT LAUDERDALE, FL 33334

Mailing Address

1400 EAST OAKLAND PARK BOULEVARD
SUITE 103
FORT LAUDERDALE, FL 33334

Registered Agent Name & Address

PIOTRKOWSKI, JOEL S
317 - 71ST STREET
MIAMI BEACH, FL 33141

Manager/Member Detail

Name & Address

Title MANAGER

MARKOFSKY, STANLEY
1400 EAST OAKLAND PARK BOULEVARD
SUITE 103
FORT LAUDERDALE, FL 33334

Annual Reports

Report Year	Filed Date
2013	03/23/2013

Document Images

03/23/2013 -- ANNUAL REPORT	View image in PDF format
12/19/2012 -- Florida Limited Liability	View image in PDF format

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State of Florida, Department of State

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

Sunbiz

Detail by Entity Name

Florida Non Profit Corporation

ST ANDREWS PARK PROPERTY OWNERS ASSOCIATION, INC.

Filing Information

Document Number	N01000004045
FEI/EIN Number	651115302
Date Filed	06/07/2001
State	FL
Status	ACTIVE

Principal Address

1400 EAST OAKLAND PARK BOULEVARD
SUITE 103
FORT LAUDERDALE, FL 33334

Changed: 01/29/2013

Mailing Address

1400 EAST OAKLAND PARK BOULEVARD
SUITE 103
FORT LAUDERDALE, FL 33334

Changed: 01/29/2013

Registered Agent Name & Address

PIOTRKOWSKI, JOEL S., ESQUIRE
317 - 71ST STREET
MIAMI BEACH, FL 33141

Name Changed: 01/29/2013

Address Changed: 01/29/2013

Officer/Director Detail

Name & Address

Title PRESIDENT

MARKOFSKY, STANLEY
1400 EAST OAKLAND PARK BOULEVARD
SUITE 103
FORT LAUDERDALE, FL 33334

Title VICE PRESIDENT

ACKERMAN, MARK
1400 EAST OAKLAND PARK BOULEVARD
SUITE 103
FORT LAUDERDALE, FL 33334

Title SECRETARY

MARKOFSKY, MATTHEW
1400 EAST OAKLAND PARK BOULEVARD
SUITE 103
FORT LAUDERDALE, FL 33334

Annual Reports

Report Year	Filed Date
2011	04/12/2011
2012	04/30/2012
2013	01/29/2013

Document Images

01/29/2013 -- ANNUAL REPORT	View image in PDF format
04/30/2012 -- ANNUAL REPORT	View image in PDF format
04/12/2011 -- ANNUAL REPORT	View image in PDF format
03/31/2010 -- ANNUAL REPORT	View image in PDF format
03/13/2009 -- ANNUAL REPORT	View image in PDF format
05/01/2008 -- ANNUAL REPORT	View image in PDF format
04/30/2007 -- ANNUAL REPORT	View image in PDF format
05/01/2006 -- ANNUAL REPORT	View image in PDF format
04/18/2005 -- ANNUAL REPORT	View image in PDF format
04/22/2004 -- ANNUAL REPORT	View image in PDF format
04/28/2003 -- ANNUAL REPORT	View image in PDF format
09/10/2002 -- ANNUAL REPORT	View image in PDF format
06/07/2001 -- Domestic Non-Profit	View image in PDF format

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State of Florida, Department of State

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 3787054 OR BOOK 3470 PAGE 2851, Recorded 01/04/2013 at 04:06 PM
Doc Tax: $4900.00

This Instrument prepared by:
Judith E. Kreitzer, Esq.
Holland & Knight LLP
515 East Las Olas Blvd.
Suite 1200
Fort Lauderdale, FL 33301

COPY

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made effective as of the 26 day of December, 2012 by VRB CORP., a Michigan corporation, whose mailing address is c/o Comerica Bank, 411 West Lafayette Street, MC3205, Detroit Michigan 48226, hereinafter called the "Grantor", to ST. ANDREWS PARK TOWNHOMES, LLC, a Florida limited liability company, whose mailing address is 1400 E. Oakland Park Boulevard, Suite 103, Fort Lauderdale, FL 33334, hereinafter called the "Grantee" (whenever used hereunder the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations and limited liability companies):

WITNESSETH: That the Grantor, for and in consideration of the sum of Ten ($10.00) Dollars and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains and sells to the Grantee all that certain land situate in St. Lucie County, Florida, described as follows ("Property"):

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEROF

COPY

SUBJECT TO: (i) Ad valorem and non-ad valorem real estate taxes and assessments; (ii) all encumbrances and matters of record; (iii) matters which may be set forth on a current survey; (iv) all governmental and quasi-governmental laws, ordinances and regulations; (v) any tenant leases and the rights of all tenants, parties in possession and other occupants of all or any portion of the Property; and (vi) all other Permitted Exceptions set forth in that certain Contract of Sale between Grantor and Skymark Real Estate Investors, LLC, dated September 27, 2012, as amended from time to time and as assigned to Grantee in connection with the attached described Property.

NOTE: Tax Folio Numbers: See Exhibit "B" Attached Hereto.

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby warrants the title to said land, and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but not otherwise.

COPY

IN WITNESS WHEREOF, the Grantor has set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered
in our presence:

VRB Corp., a Michigan corporation

Alfredo Cazab
Name Printed: Alfredo

By:
John F. Regan, Vice President

Mary Gudobba
Name Printed:

STATE OF Michigan

COUNTY OF Oakland

The foregoing instrument was acknowledged before me this 26th day of December, 2012, by John F. Regan, as Vice President of VRB CORP., a Michigan corporation, on behalf of the corporation, who is personally known to me or who has produced Drivers license as identification.

Notary Public

(SEAL)

MARY A GUDOBBA
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF MACOMB
MY COMMISSION EXPIRES JANUARY 29, 2015

Acting in Oakland County, MI

COPY

#11933115_v1

EXHIBIT "A"

PARCEL 3:

A portion of Parcel No. 10, "St. Andrews Park", according to the Plat thereof, as recorded Plat Book 40, Pages 11 through 11E of the Public Records of St. Lucie County, Florida, said lands lying in Section 8, Township 36 South, Range 40 East, City of Port St. Lucie, St. Lucie County, Florida, being more particularly described as follows:

BEGINNING at the Northwest Corner of said Parcel No.10; thence S.89°59'38"E., along the North line of said Parcel No. 10, for a distance of 2412.88 feet to a point on the arc of a circular curve at which the radius point bears S.71°24'28"E.; thence Southerly along the arc of a curve to the left, concave Easterly, having radius of 1025.00 feet and a central angle of 18°32'26" for an arc distance of 331.69 feet; thence S.88°03'31"W., for a distance of 11.05 feet; thence S.59°44'37"W., for a distance of 26.23 feet; thence S.76°38'23"W., for a distance of 97.82 feet; thence N.19°40'26"W., for a distance of 43.14 feet; thence N.43°43'37"W., for a distance of 25.59 feet; thence N.66°30'05"W., for a distance of 17.14 feet; thence S.77°11'44"W., for a distance of 18.42 feet; thence S.83°09126"W., for a distance of 36.67 feet; thence N.25°46'09"W., for a distance of 35.24 feet; thence N.79°59'32"W., for a distance of 25.53 feet; thence N. 90°00'00"W., for a distance of 42.81 feet; thence N.33°06'40"W., for a distance of 35.73 feet; thence N.32°00'19"W., for a distance of 28.95 feet; thence N.28°10'43"W., for a distance of 32.02 feet; thence N.30°04'07"W., for a distance of 21.90 feet; thence N.28°36'38"W., for a distance of 39.77 feet; thence N.44°55'48"W., for a distance of 99.48 feet to a point on the arc of a curve at which the radius point bears N.17°38'32"W.; thence Westerly along the arc of a curve to the right, concave Northerly, having radius of 288.81 feet and a central angle of 18°25'32" for an arc distance of 92.88 feet to a point on the arc of a circular curve at which the radius point bears N.06°20'12"E.; thence Westerly along the arc of a curve to the right, concave Northeasterly, having radius of 333.79 feet and a central angle 12°21'19" for an arc distance of 71.98 feet; thence S.19°03'31"E., for a distance of 51.90 feet; thence S.25°13'28"E., for a distance of 62.77 feet; thence S.42°12'13"E., for a distance of 79.80 feet; thence S.05°19'19"W., for a distance of 41.19 feet; thence S.86°13'34"W., for a distance of 30.46 feet; thence N.67°25'53"W., for a distance of 33.78 feet; thence S.63°09'20"W., for a distance of 54.98 feet; thence N.78°36'16"W., for a distance of 72.22 feet; thence N.53°23'53"W., for a distance of 52.10 feet; thence S.29°28'50"W., for a distance of 9.94 feet; thence N.90°00'00"W., for a distance of 97.62 feet; thence S.00°35'36"E., for a distance of 100.98 feet; thence S.89°24'24"W., for a distance of 120.00 feet; thence S.00°30'09"E., for a distance of 31.37 feet to a point on the arc of a circular curve at which the radius point bears S.06°54'20"E.; thence Westerly, Southwesterly and Southerly along the arc of a curve to the left, concave Southeasterly, having radius of 200.00 feet and a central angle of 82°24'04" for an arc distance of 287.64 feet to a non-tangent point; thence S.00°35'34"E., for a distance of 65.00 feet; thence S.89°24'24"W., along the North right-of-way line of ST. JAMES BOULEVARD, for a distance of 1177.28 feet; thence N.45°29'47"W., for a distance of 35.42 feet; thence N.00°23'57"W., along the East right-of-way Line of SELVITZ ROAD, for a distance of 624.88 feet to the POINT of BEGINNING.

COPY

Now described as:

All of the plat of ST. ANDREWS TOWNHOMES, according to the plat thereof recorded in Plat Book 53, Pages 4 through 7 of the Public Records of St. Lucie County, Florida.

LESS AND EXCEPTING: Lots 39 through 44, 95, 96, 97, 98, 99, 100, 113, 114, 115, 116, 117, 118, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167 and 168, and Tracts A, R-1, R-2, R-3; OS Tracts 1 through 28, C-2, L, LB-1, LB-2 and P.

NOTE: Lots 113, 144, 147, 149, 151, 154, 159, 165, 166 and 168 have been deeded.

Together with appurtenant ingress/egress rights and easement in "Tract A", as shown on the plat of St. Andrews Townhomes, as recorded in Plat Book 53, at Pages 4 through 7 of the Public Records of St. Lucie County, Florida.

PARCEL 5:

Lots 39 through 44, inclusive of St. Andrews Townhomes, according to the plat thereof, as recorded in Plat Book 53, Pages 4 through 7 of the Public Records of St. Lucie County, Florida.

Together with appurtenant ingress/egress rights and easement in "Tract A", as shown on the plat of St. Andrews Townhomes, as recorded in Plat Book 53, at Pages 4 through 7 of the Public Records of St. Lucie County, Florida.

PARCEL 6:

Tracts A, R-1, R-2, R-3; and OS Tracts 1 through 28 of St. Andrews Townhomes, according to the plat thereof, as recorded in Plat Book 53, Pages 4 through 7 of the Public Records of St. Lucie County, Florida.

COPY

EXHIBIT "B"

Folio Nos.

Parcel 3
3408-702-0039-000/8
3408-702-0040-000/8
3408-702-0041-000/5
3408-702-0042-000/2
3408-702-0043-000/9
3408-702-0044-000/6
3408-702-0045-000/3
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Comerica Bank

VRB CORP.
CORPORATE AUTHORIZATION CERTIFICATE

COPY

John W. Dunham certifies as follows:

1. He is an Assistant Secretary of VRB Corp., a Michigan corporation (the "Corporation"), and in this capacity maintains the corporate books and records.

2. Attached hereto as **Exhibit A** is a true copy of resolutions designating the signing authority of the Corporation's officers and others, which resolutions were duly adopted by the Directors of the Corporation by a Unanimous Written Consent, effective as of August 13, 2012, and which are now in full force and effect with respect to the Corporation. They have not been modified, superseded or rescinded.

3. John F. Regan, a Vice President of the Corporation, is a duly elected, acting and qualified officer of the Corporation, authorized to sign instruments on behalf of the Corporation as stated in the resolutions attached hereto as **Exhibit A**

4. The specimen signature appearing below is genuine.

John F. Regan

SEAL

John W. Dunham
Assistant Secretary

Dated: December 21, 2012

T:\CORPSEC\CERTS\2012\VRB Corp\Regan.doc

COPY

Exhibit A

CONSENT IN LIEU OF ORGANIZATIONAL MEETING OF
THE BOARD OF DIRECTORS OF
VRB CORP.

The undersigned, being all the directors of VRB Corp., a Michigan corporation (the "Corporation"), adopt the following resolutions by unanimous written consent in lieu of the Annual Organizational Meeting of the Board of Directors. This action is taken in accordance with Section 525 of the Michigan Business Corporation Act and the Corporation's articles of incorporation and bylaws.

COPY

Appointment of Officers

RESOLVED, that the following named persons are elected as the only officers of the Corporation, to hold the offices indicated next to their names until the next organizational meeting of the Board of Directors when their respective successors are duly elected and qualified or until their earlier resignation, death or removal:

NAME	TITLE
John M. Killian	Chairman and President
Michael O. Moore	Executive Vice President
Nancy D. Kordoban	Senior Vice President
Andrew W. Ottaway	Senior Vice President
Brad T. Schwartz	Senior Vice President
Craig W. Selden	Senior Vice President
Joseph W. Sullivan	Senior Vice President
Ernest M. Zarb	Senior Vice President
Linda J. Cooper	Vice President
John F. Regan	Vice President
James J. Herzog	Treasurer
Nicole V. Gersch	Secretary
Keith M. Altenburg	Assistant Secretary
Barbara E. DeBenedetto	Assistant Secretary
Jennifer S. Perry	Assistant Secretary
Michael E. Moco	Assistant Secretary
John W. Dunham	Assistant Secretary

COPY

Signing Authority

RESOLVED, that except as may be limited by the bylaws of the Corporation or by other resolutions of this Board of Directors, any instrument of any character may be signed in the name of the Corporation by any duly appointed officer of the Corporation.

COPY

Formation and Dissolution of Subsidiaries

RESOLVED, that the officers of the Corporation, or any one of them, may, on behalf of the Corporation, form or approve the dissolution of such subsidiaries of the Corporation, whether banking or non-banking, wholly, majority or minority owned by the Corporation (collectively the "Subsidiaries") as he or she deems necessary or appropriate, and such officer shall be authorized to take any actions he or she deems necessary or appropriate to carry out any such formation or dissolution;

RESOLVED FURTHER, that the Corporation may be the manager of any limited liability company Subsidiary.

Capital Contributions

RESOLVED, that the President, any Senior Vice President, the Treasurer, the Secretary or any Assistant Secretary of the Corporation, or their designees (the "Authorized Officers"), are, and each is individually, authorized and empowered to make payments or contributions, in whole or in part, in cash or assets, to any Subsidiaries of the Corporation, whether existing or newly-formed, in such amounts and at such times as determined by the Authorized Officers in their reasonable discretion;

RESOLVED FURTHER, that these resolutions shall be in full force and effect until amended or repealed by this Board of Directors;

RESOLVED FURTHER, that the Authorized Officers may allocate these capital contributions as deemed appropriate from time to time, including, without limitation, to increase the capital to asset ratios of the Subsidiaries.

Miscellaneous

RESOLVED, that the officers of the Corporation are, and each is individually, authorized and empowered to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, desirable or convenient to carry out the purposes and authorities listed above and granted, including, without limitation, preparing, executing, delivering and filing, and accepting and receiving, to, with or from any applicable federal state or local authority or regulatory body, any and all agreements, modifications, understandings, certificates, applications, filings, reports, or other instruments or documents, and any amendments thereto, which may be necessary or desirable to accomplish the purposes of the foregoing resolutions;

COPY

COPY

RESOLVED FURTHER, that the Secretary or any Assistant Secretary of the Corporation is hereby authorized to amend these resolutions to correct them for any scrivener's or other errors, to provide clarification thereof or to ensure technical compliance with applicable law, order or regulation, and such resolutions are hereby deemed adopted *in haec verba* with the same force and effect as if set forth herein at length and that copies thereof be filed with the records of the Corporation.

This Action by Unanimous Written Consent may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned directors have caused this Consent to be effective as of August 13, 2012.

John M. Killian

Michael O. Moore

Andrew W. Ottaway

Craig W. Selden

Joseph W. Sullivan

COPY

M:\CORP\SEC\8-ORE\81-VRB.CRP\MINUTES BD\2012_BOD_Organizational Mtg Consent.doc

COPY

SUBDIVISION PLAT APPLICATION

ONLY COMPLETE SUBMISSIONS WILL BE PROCESSED

CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPARTMENT
(772)871-5212 FAX: (772)871-5124

P&Z File No. P15-199
Fee (Nonrefundable)$ -0-
Receipt # N/A.

PRIMARY CONTACT EMAIL ADDRESS: bpengineering@outlook.com

PROJECT NAME: St. Andrews Townhomes Replat No. 2

LEGAL DESCRIPTION: See Attached.

LOCATION OF PROJECT SITE: N.E. corner of Selvitz Road and St. James Blvd.

PROPERTY TAX I.D. NUMBER: See Attached.

CIRCLE ONE: **PRELIMINARY** **FINAL** **PRELIMINARY & FINAL**

PROPOSED USE: Residential

GROSS SQ. FT. OF STRUCTURE(S): N/A

NUMBER OF DWELLING UNITS & DENSITY
FOR MULTI-FAMILY PROJECTS: See attached.

UTILITIES & SUPPLIER: City of Port Saint Lucie

GROSS ACREAGE & SQ. FT. OF SITE: 0.529 Acres, 23,029 square feet.

FUTURE LAND USE DESIGNATION: RM, R01 ZONING DISTRICT: PUD 04-98

OWNER(S) OF PROPERTY:
NAME, ADDRESS, TELEPHONE & FAX NO.
Stanley Markofsky, Mng., St. Andrews Park Townhomes, LLC
1400 East Oakland Park Boulevard, Ft. Lauderdale, FL 33334
Phone: (954) 567-5161, Ext. 11, Fax: (954) 567-5166

APPLICANT OR AGENT OF OWNER:
NAME, ADDRESS, TELEPHONE & FAX NO.
Stanley Markofsky, Mng., St. Andrews Park Townhomes, LLC
1400 East Oakland Park Boulevard, Ft. Lauderdale, FL 33334
Phone: (954) 567-5161, Ext. 11, Fax: (954) 567-5166

PROJECT ARCHITECT/ENGINEER:
(FIRM, ENGINEER OF RECORD
Alexander J. Piazza, P.S.M., President
Alexander J. Piazza, P.S.M., Inc.

FLORIDA REGISTRATION NO., CONTACT
PERSON, ADDRESS, PHONE & FAX No.)
Professional Surveyor and Mapper, Florida No. 6330
619 SW Biltmore St. Port St. Lucie, FL 34983, Phone: (772) 340-7770
Fax: (772) 340-2250

- I HEREBY AUTHORIZE THE ABOVE LISTED AGENT TO REPRESENT ME. I GRANT THE PLANNING DEPARTMENT PERMISSION TO ACCESS THE PROPERTY FOR INSPECTION.

- I FULLY UNDERSTAND THAT PRIOR TO THE ISSUANCE OF A BUILDING PERMIT AND THE COMMENCEMENT OF ANY DEVELOPMENT ALL PLANS AND DETAIL PLANS MUST BE REVIEWED AND APPROVED BY THE CITY PURSUANT TO SUBDIVISION REGULATIONS CHAPTER 156.

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.

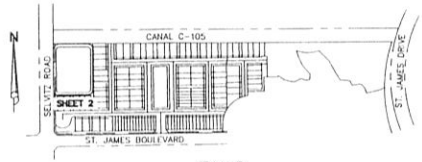
OWNER'S SIGNATURE	HAND PRINT NAME	TITLE	DATE
	STANLEY MARKOFSKY	MANAGER	12/15/15

ST. ANDREWS TOWNHOMES REPLAT NO. 2

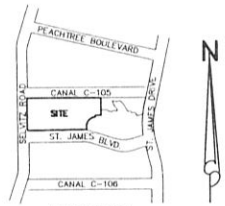
BEING A REPLAT OF LOTS 1–10, ST. ANDREWS TOWNHOMES,
ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 53, PAGES 4 THROUGH 7,
PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.
LYING IN SECTION 8, TOWNSHIP 36 SOUTH, RANGE 40 EAST
CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA

SHEET 1 OF 2

PLAT BOOK: _____
PAGE: _____
FILE NO.: _____
DATE: _____
TIME: _____



KEY MAP:
NOT TO SCALE



LOCATION MAP:
NOT TO SCALE

LEGAL DESCRIPTION:

ALL OF LOTS 1 THROUGH 10, ST. ANDREWS TOWNHOMES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 53, PAGES 4 THROUGH 7, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LYING IN SECTION 8, TOWNSHIP 36 SOUTH, RANGE 40 EAST, CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA.

SAID LANDS CONTAIN 23,029 SQUARE FEET OR 0.529 ACRES, MORE OR LESS.

DEDICATION:

STATE OF FLORIDA
COUNTY OF ST. LUCIE

KNOWN ALL MEN BY THESE PRESENTS THAT ST. ANDREWS PARK TOWNHOMES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, OWNER OF THE LANDS SHOWN HEREON AS ST. ANDREWS TOWNHOMES REPLAT NO. 2, BEING A REPLAT OF:

ALL OF LOTS 1 THROUGH 10, ST. ANDREWS TOWNHOMES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 53, PAGES 4 THROUGH 7, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LYING IN SECTION 8, TOWNSHIP 36 SOUTH, RANGE 40 EAST, CITY OF PORT ST. LUCIE, ST LUCIE COUNTY, FLORIDA. HAS CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN HEREON.

IN WITNESS WHEREOF, ST. ANDREWS PARK TOWNHOMES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS MANAGER AND ITS CORPORATE SEAL TO BE AFFIXED HERETO BY AND WITH THE AUTHORITY OF ITS BOARD OF DIRECTORS, THIS _____ DAY OF _____, 2016.

ST. ANDREWS PARK TOWNHOMES, LLC, A FLORIDA LIMITED LIABILITY COMPANY

BY: _____
STANLEY MARKOFSKY, MANAGER

WITNESS: _____ PRINT NAME: _____

WITNESS: _____ PRINT NAME: _____

ACKNOWLEDGEMENT:

STATE OF FLORIDA
COUNTY OF ST. LUCIE

BEFORE ME PERSONALLY APPEARED STANLEY MARKOFSKY, WHO IS PERSONALLY KNOWN TO ME, OR HAS PRODUCED A DRIVER'S LICENSE AS IDENTIFICATION, AND WHO EXECUTED THE FOREGOING INSTRUMENT AS MANAGER OF ST. ANDREWS PARK TOWNHOMES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AND SEVERALLY ACKNOWLEDGED TO AND BEFORE ME THAT HE EXECUTED SUCH INSTRUMENT AS SUCH OFFICER OF SAID COMPANY, AND THAT THE SEAL AFFIXED TO THE FOREGOING INSTRUMENT IS THE CORPORATE SEAL OF SAID COMPANY AND THAT IT WAS AFFIXED TO SAID INSTRUMENT BY DUE AND REGULAR AUTHORITY, AND THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF SAID COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2016.

NOTARY PUBLIC: _____

PRINT NAME: _____

COMMISSION NUMBER: _____ EXPIRES: _____

ACKNOWLEDGEMENT:

STATE OF FLORIDA
COUNTY OF ST. LUCIE

BEFORE ME PERSONALLY APPEARED STANLEY MARKOFSKY, WHO IS PERSONALLY KNOWN TO ME, OR HAS PRODUCED A DRIVER'S LICENSE AS IDENTIFICATION, AND WHO EXECUTED THE FOREGOING INSTRUMENT AS PRESIDENT OF ST. ANDREWS TOWNHOME'S HOMEOWNERS ASSOCIATION, INC., A FLORIDA CORPORATION, NOT-FOR-PROFIT, AND SEVERALLY ACKNOWLEDGED TO AND BEFORE ME THAT HE EXECUTED SUCH INSTRUMENT AS SUCH OFFICER OF SAID CORPORATION, AND THAT THE SEAL AFFIXED TO THE FOREGOING INSTRUMENT IS THE CORPORATE SEAL OF SAID CORPORATION AND THAT IT WAS AFFIXED TO SAID INSTRUMENT BY DUE AND REGULAR AUTHORITY, AND THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF SAID CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2016.

NOTARY PUBLIC: _____

PRINT NAME: _____

COMMISSION NUMBER: _____ EXPIRES: _____

TITLE CERTIFICATION:

I, _____, ATTORNEY AT LAW, DULY LICENSED IN THE STATE OF FLORIDA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE TO THE HEREON DESCRIBED PROPERTY; THAT I FIND TITLE TO THE PROPERTY IS VESTED IN ST. ANDREWS PARK TOWNHOMES, LLC, A FLORIDA LIMITED LIABILITY COMPANY; THAT CURRENT TAXES HAVE BEEN PAID; THAT THERE ARE NO MORTGAGES OF RECORD; AND THAT THERE ARE ENCUMBRANCES OF RECORD BUT THOSE ENCUMBRANCES DO NOT PROHIBIT THE CREATION OF THE SUBDIVISION DEPICTED BY THIS PLAT.

BY: _____ DATED: _____

PRINT NAME: _____

FLORIDA BAR NO. _____

CLERK OF THE CIRCUIT COURT:

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I, JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT IN AND FOR 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 THE STATE OF FLORIDA PERTAINING TO MAPS AND PLATS AND THAT THIS PLAT HAS BEEN FILED FOR RECORD IN PLAT BOOK _____, PAGES _____ THROUGH _____, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, THIS _____ DAY OF _____, 2016.

_____
JOSEPH E. SMITH
CLERK OF THE CIRCUIT COURT
ST. LUCIE COUNTY, FLORIDA

APPROVAL OF CITY SURVEYOR:

IN ACCORDANCE WITH SECTION 177.081(1), FLORIDA STATUTES, THIS PLAT HAS BEEN REVIEWED FOR CONFORMANCE WITH CHAPTER 177, PART 1, FLORIDA STATUTES. THIS REVIEW DOES NOT INCLUDE THE VERIFICATION OF GEOMETRIC DATA OR FIELD VERIFICATION OF PERMANENT REFERENCE MONUMENTS OR MONUMENTS AT LOT CORNERS.

APPROVAL OF CITY COUNCIL:

STATE OF FLORIDA
COUNTY OF ST. LUCIE

IT IS HEREBY CERTIFIED THAT THIS PLAT OF ST. ANDREWS TOWNHOMES REPLAT NO. 2 HAS BEEN OFFICIALLY APPROVED FOR RECORD BY THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA, THIS _____ DAY OF _____, 2016.

CITY OF PORT ST. LUCIE, CITY COUNCIL

_____
GREGORY J. ORAVEC
MAYOR

_____
KAREN A. PHILLIPS
CITY CLERK

SURVEYOR'S CERTIFICATE:

THIS IS TO CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT PERMANENT REFERENCE MONUMENTS (P.R.M.'S) AND MONUMENTS ACCORDING TO SECTION 177.091, FLORIDA STATUTES HAVE BEEN PLACED AS REQUIRED BY LAW, AND THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AS AMENDED; AND THE ORDINANCES OF THE CITY OF PORT ST. LUCIE, FLORIDA.

BY: _____ DATE: _____
ALEXANDER J. PIAZZA
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NUMBER 6330

SURVEYOR'S NOTES:

1. BEARINGS SHOWN HEREON ARE RELATIVE TO THE NORTH LINE OF ST. ANDREWS TOWNHOMES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 53, PAGES 4 THROUGH 7, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. BEARING: S89°59'38"E.

2. NO BUILDINGS OR ANY KIND OF CONSTRUCTION OR TREES OR SHRUBS SHALL BE PLACED ON ANY EASEMENT WITHOUT PRIOR WRITTEN APPROVAL OF ALL EASEMENT BENEFICIARIES AND ALL CITY APPROVALS OR PERMITS AS REQUIRED FOR SUCH ENCROACHMENTS.

3. 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 THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

4. THE 15' UTILITY EASEMENT PER ST. ANDREWS TOWNHOMES AS RECORDED IN PLAT BOOK 53 AT PAGES 4 THROUGH 7 WILL REMAIN ACTIVE.

SURVEYOR | CLERK OF THE COURT | ST. ANDREWS PARK TOWNHOMES, LLC | ST. ANDREWS TOWNHOMES HOMEOWNERS ASSOCIATION, INC | CITY OF PORT ST. LUCIE

CITY OF PORT ST. LUCIE
PROJECT NO.: P15-199

ALEXANDER J. PIAZZA PSM, INC.
Surveying · Mapping · Consulting
619 SW Biltmore Street
Port St. Lucie, Florida 34983
Phone: (772) 340-7770
Fax: (772) 340-2250
LB#6728G

CAD	K:\SKYMARK\SAINT ANDREWS REPLAT\DWG\15-1943-REPLAT2				
REF	K:\				
FLD	CJM/AJP	FB.	PG.	JOB	15-1943
OFF	AJP			DATE	11-02-15
CKD	AJP	SHEET 1	OF 2	DWG	D-616

ST. ANDREWS TOWNHOMES REPLAT NO. 2

BEING A REPLAT OF LOTS 1–10, ST. ANDREWS TOWNHOMES,
ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 53, PAGES 4 THROUGH 7,
PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.
LYING IN SECTION 8, TOWNSHIP 36 SOUTH, RANGE 40 EAST
CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA

SHEET 2 OF 2

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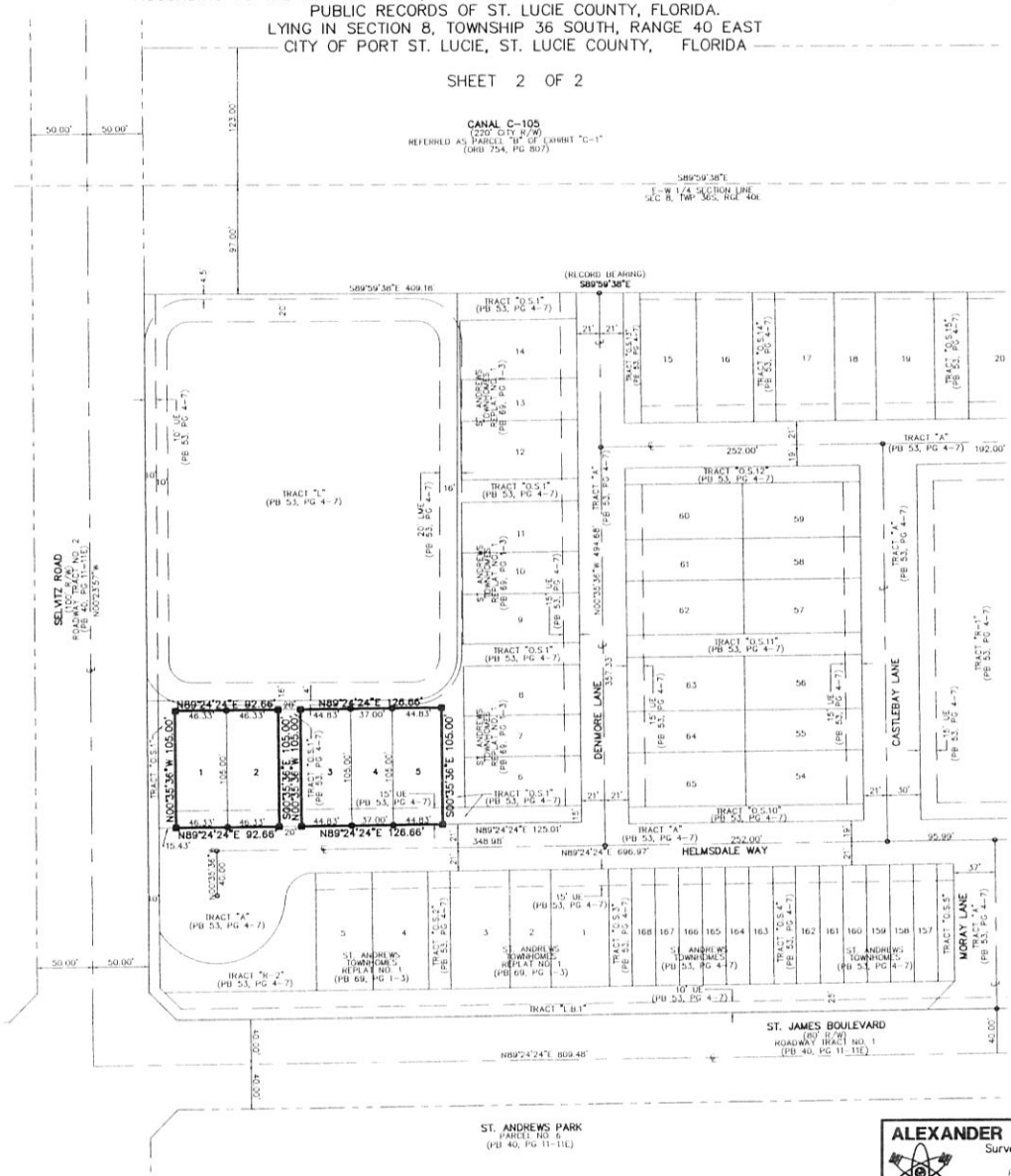
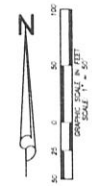
DATE:
TIME:



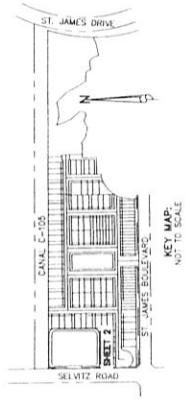


SYMBOLS:

- ● = SET 5/8" IRON ROD WITH PLASTIC CAP "AJP PSM 6330"
- ■ = SET 5/8" IRON ROD WITH PLASTIC CAP "PSM PSM 6330"
- ⊙ = PERMANENT CONTROL POINT SET NAIL & DISK "PCP PSM 6330"

ABBREVIATIONS:

(C)	= CALCULATED
(M)	= MEASURED
(P)	= PLAT
(S)	= SURVEY
DE	= DRAINAGE EASEMENT
DB	= DEED BOOK
FND	= FOUND
IRC	= IRON ROD WITH PLASTIC CAP
LB	= LICENSE BUSINESS
LS	= LICENSE SURVEY
MON	= MONUMENT
ORB	= OFFICIAL RECORD BOOK
O.S.	= OPEN SPACE
PB	= PLAT BOOK
PG	= PAGE(S)
PL	= PROPERTY LINE
POB	= POINT OF BEGINNING
POC	= POINT OF COMMENCEMENT
PRM	= PERMANENT REFERENCE MONUMENT
PCP	= PERMANENT CONTROL POINT
R/W	= RIGHT-OF-WAY
UE	= UTILITY EASEMENT



NOTE:

1. THE 15' UTILITY EASEMENT PER ST. ANDREWS TOWNHOMES AS RECORDED IN PLAT BOOK 53 AT PAGES 4 THROUGH 7 WILL REMAIN ACTIVE.

CITY OF PORT ST. LUCIE
PROJECT NO.: P15-199

ALEXANDER J. PIAZZA PSM, INC.
Surveying · Mapping · Consulting
619 SW Biltmore Street
Port St. Lucie, Florida 34983
Phone: (772) 340-7770
Fax: (772) 340-2250
LB#7280

CAD	K:\SKYMARK\SAINT ANDREWS REPLAT\DWG\15-1943-REPLAT2				
REF	K:\				
FLD	CJM/AJP	FB.	PG.	JOB	15-1943
OFF	AJP			DATE	11-02-15
CKD	AJP	SHEET 2 OF 2		DWG	D-616

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 13A
Meeting Date: 2/22/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager JB
James Angstadt, PE, Public Works Director
Cheryl Shanaberger, Procurement Management Director

FROM: Robyn Holder, CPPB
Procurement Management Department

Agenda Item: Motion: Item #20150142 – Tiffany Avenue Sidewalk Construction Project

Submittal Date: 2/3/2016

STRATEGIC PLAN LINK: Goals 2018, Goal 4 – Improved Mobility within Port St. Lucie, Objective No. 2, "Increase the mileage of sidewalk".

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 Tiffany Avenue Sidewalk Project is on the Phase IV Priority list that was approved by Council.

The project consists of constructing approximately three thousand two hundred (3,200) lineal feet of eight (8) foot wide concrete sidewalk. The sidewalk will be constructed on the north side of Tiffany Avenue from Lennard Road east to the School Board site. An E-Bid was issued on December 9, 2015 to twelve hundred twenty three (1,223) suppliers. The E-Bid was opened on January 12, 2016 with seven (7) firms submitting proposals.

ANALYSIS: Staff has reviewed all the proposals and finds that Lynch Paving & Construction Company, Inc. provides the best value to the City and meets the City's standards. Lynch Paving & Construction Company, Inc. is a local firm.

FINANCIAL INFORMATION: Funds are available in the CIP Road & Bridge Fund / Improvements O/T Building / City Funded Sidewalk Program

LEGAL INFORMATION: Reviewed by Ella Gilbert on November 19, 2015 and approved as to form

STAFF RECOMMENDATION: Approval of award and Contract for E-Bid #20150142 Tiffany Avenue Sidewalk Construction Project to Lynch Paving & Construction Company, Inc. in the amount of $144,596.80. The Contract period will be sixty (60) calendar days with no option to renew.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 2/22/2016

LOCATION OF PROJECT: North side of Tiffany Avenue from Lennard Road to the School Board site

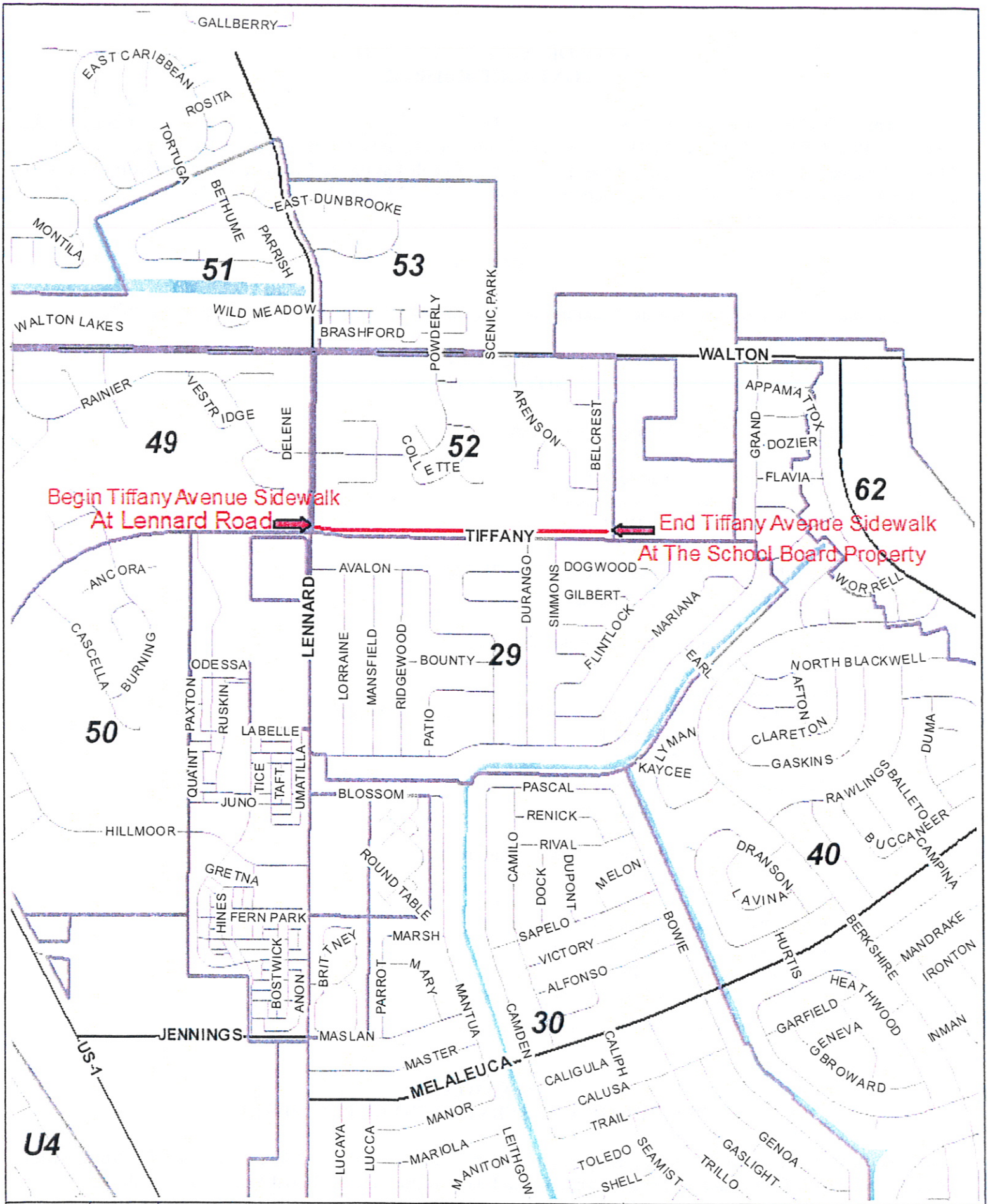
ATTACHMENTS: Location Map, Contract, E-Bid Tabulation Report, Winning Proposal, Solicitation Request, E-Bid Document, Construction Plans, Attachments, Addenda, Sign In Sheets, Unsuccessful Proposals

*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

FEB 0 5 2016

CITY MANAGER'S OFFICE


GALLBERRY
EAST CARIBBEAN
ROSITA
TORTUGA
BETHUME
PARRISH
EAST DUNBROOKE
MONTILA
51
53
WILD MEADOW
WALTON LAKES
BRASHFORD
POWDERLY
SCENIC PARK
WALTON
RAINIER
VESTRIDGE
DELENE
49
COLLETTE
52
ARENSON
BELCREST
APPAMATTOX
GRAND
DOZIER
FLAVIA
62
Begin Tiffany Avenue Sidewalk
At Lennard Road
TIFFANY
End Tiffany Avenue Sidewalk
At The School Board Property
ANCORA
CASCELLA
BURNING
50
AVALON
DURANGO
SIMMONS
DOGWOOD
GILBERT
FLINTLOCK
MARIANA
WORRELL
LENNARD
LORRAINE
MANSFIELD
RIDGEWOOD
BOUNTY
29
PATIO
ODESSA
PAXTON
RUSKIN
LABELLE
QUAINT
TICE
TAFT
UMATILLA
JUNO
HILLMOOR
EARL
NORTH BLACKWELL
AFTON
CLARETON
DUMA
GASKINS
KALYMAN
KAYCEE
BLOSSOM
PASCAL
RENICK
RIVAL
CAMILO
DOCK
DUPONT
MELON
ROUND TABLE
GRETNA
HINES
FERN PARK
MARSH
SAPELO
VICTORY
ALFONSO
BOWIE
RAWLINGS
BALLETO
BUCCANEER
CAMPINA
DRANSON
LAVINA
40
HURTIS
BERKSHIRE
MANDRAKE
IRONTON
HEATHWOOD
GARFIELD
GENEVA
INMAN
GBROWARD
BOSTWICK
ANON
BRITTNEY
PARROT
MARY
MANTUA
CAMDEN
30
JENNINGS
MASLAN
US-1
MASTER
MELALEUCA
CALIGULA
CALIPH
CALUSA
TRAIL
MANOR
LUCAYA
LUCCA
MARIOLA
MANITON
LEITHGOW
TOLEDO
SEAMIST
SHELL
TRILLO
GASLIGHT
GENOA
U4
N
Tiffany Avenue
Sidewalk Project
Scale:
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0.1
0.2
0.4
mi
Map produced by the City of Port St Lucie City Council Map Generator Website on: 4/17/2015

CITY OF PORT SAINT LUCIE
CONTRACT #20150142

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 **Lynch Paving & Construction Company, Inc.**, P.O. Box 1994, Okeechobee, Florida 34973, Telephone No. (863) 763-7373 Fax No. (863) 763-7379, 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:

Robert P. Gent
Lynch Paving & Construction Company, Inc.
P.O. Box 1994 (806 NW 9th Street)
Okeechobee, Florida 34973
Telephone: 863-763-7373 Fax: 863-763-7379
Email: bgent@lynchpaving.com

SECTION II
DESCRIPTION OF SERVICES TO BE PROVIDED

The specific work that the Contractor has agreed to perform pursuant to the Bid Specifications #20150142, **Tiffany Avenue Sidewalk Construction from Lennard Road east to the School Board Site** including all Attachments,

all Addenda, Construction Plans, sheets #1 through #23 and all other restrictions and requirements are incorporated by this reference.

Scope of Work: The project is to construct approximately three thousand two hundred (3,200) lineal feet of eight (8) foot wide concrete sidewalk. The sidewalk will be constructed on the north side of Tiffany Avenue from Lennard Road east to the School Board site. The work for this project includes, but not limited to:

- Sediment and Erosion Control
- Surveying
- Clearing and Grubbing
- Earthwork
- Drainage
- Signage
- Concrete Work
- Sodding
- Preparation of Record Drawings
- All work necessary to complete the project as shown and described in the Contract Plans prepared by Knight, McGuire and Associates, Inc.

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 sixty (60) 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.

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 **$144,596.80**, 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:

Schedule "A"

ITEM NO	PAY ITEM NUMBER	DESCRIPTION	UNIT	QUAN	UNIT PRICE	TOTAL AMOUNT
1	101-1	MOBILIZATION	LS	1	$35,830.00	$35,830.00
2	101-99	SURVEY STAKING & RECORD DRAWINGS	LS	1	$8,954.00	$8,954.00
3	102-1	MAINTENANCE OF TRAFFIC	LS	1	$13,731.00	$13,731.00
4	104-13-1	SILT FENCE STAKED (TYPE III)	LF	1,830	$1.85	$3,385.50
5	120-1	REGULAR EXCAVATION	LS	1	$8,910.00	$8,910.00
6	522-1	CONCRETE SIDEWALK (4 INCH THICH)	SY	2,675	$22.17	$59,304.75
7	522-2	CONCRETE SIDEWALK (6 INCH THICK)	SY	235	$45.05	$10,586.75
8	570-1-2	PERFORMANCE TURF	SY	728	$5.35	$3,894.80
9		GRAND TOTAL				**$144,596.80**

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-subcontractors 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-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 #20150142 – Tiffany Avenue Sidewalk Construction 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: Not required.

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).

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

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:

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 eight hundred eighty four ($884.00) 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. Weather Days. 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 to adverse soils or suspension of operations that prevent the Contractor from working. No work requiring inspections / testing may be performed on days granted as weather days. If the Contractor claims a weather day, no work shall be performed.

E. 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 Lynch Paving & Construction Company, 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*)

E-BID #20150142

E-BID TABULATION REPORT

Tiffany Avenue Sidewalk Construction Project

From Lennard Road to the School Board Site

Opened: 1/12/2016 - 3:15 PM

					Lynch Paving & Construction		Marquee Development, Inc		Kern Construction & Mngt		Southern Underground		Pav-Co Contracting		West Construction, Inc.		Tagarelli Construction	
Item Number	Pay Item Number	Pay Item Description	Quanity	Unit	Unit Price	Total Amount	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	$ 35,830.00	$ 35,830.00	$ 18,000.00	$ 18,000.00	$ 15,000.00	$ 15,000.00	$ 60,000.00	$ 60,000.00	$ 11,100.00	$ 11,100.00	$41,000.00	$ 41,000.00	$ 24,000.00	$ 24,000.00
2	101-99	Survey Staking & Record Drawings	1	LS	$ 8,954.00	$ 8,954.00	$10,000.00	$ 10,000.00	$ 7,600.00	$ 7,600.00	$ 7,000.00	$ 7,000.00	$ 10,500.00	$ 10,500.00	$ 7,900.00	$ 7,900.00	$15,000.00	$ 15,000.00
3	102-1	Maintenance of Traffic	1	LS	$ 13,731.00	$ 13,731.00	$ 8,000.00	$ 8,000.00	$ 7,700.00	$ 7,700.00	$ 3,000.00	$ 3,000.00	$ 9,750.00	$ 9,750.00	$ 6,100.00	$ 6,100.00	$20,000.00	$ 20,000.00
4	104-13-1	Silt Fence Staked (Type III)	1830	LF	$ 1.85	$ 3,385.50	$ 0.50	$ 915.00	$ 1.50	$ 2,745.00	$ 0.50	$ 915.00	$ 2.00	$ 3,660.00	$ 1.50	$ 2,745.00	$ 2.00	$ 3,660.00
5	120-1	RegularExcavation	1	LS	$ 8,910.00	$ 8,910.00	$19,500.00	$ 19,500.00	$ 7,800.00	$ 7,800.00	$ 10,000.00	$ 10,000.00	$ 34,250.00	$ 34,250.00	$ 3,052.00	$ 3,052.00	$25,000.00	$ 25,000.00
6	522-1	Concrete Sidewealk (4" Thick)	2675	SY	$ 22.17	$ 59,304.75	$ 30.00	$ 80,250.00	$ 39.00	$ 104,325.00	$ 32.00	$ 85,600.00	$ 38.75	$ 103,656.25	$ 45.00	$ 120,375.00	$ 52.00	$ 139,100.00
7	522-2	Concrete Sidewalk (6" Thick)	235	SY	$ 45.05	$ 10,586.75	$ 40.00	$ 9,400.00	$ 45.00	$ 10,575.00	$ 47.00	$ 11,045.00	$ 40.00	$ 9,400.00	$ 54.00	$ 12,690.00	$ 60.00	$ 14,100.00
8	570-1-2	Performance Turf, Sod	728	SY	$ 5.35	$ 3,894.80	$ 2.50	$ 1,820.00	$ 4.25	$ 3,094.00	$ 3.00	$ 2,184.00	$ 2.00	$ 1,456.00	$ 3.00	$ 2,184.00	$ 10.00	$ 7,280.00
		GRAND TOTAL				**$ 144,596.80**		**$ 147,885.00**		**$ 158,839.00**		**$ 179,744.00**		**$ 183,772.25**		**$ 196,046.00**		**$ 248,140.00**

1	Acknowledged all Addenda.	Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes
2	Submitted original 5% Bid Bond.	Yes		Yes		Yes		Copy only		Copy only		Yes		Copy only		Copy only		Copy only
3	Copy of current Insurance.	Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes
4	Review & accepted all City terms & conditions.	Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes
5	Submitted all licenses to perform the work.	Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes
6	Submitted Questionnaire.	Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes
7	Submitted all required forms.	Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes
8	Listed all subcontractors.	None Listed		None Listed		Yes		Yes		Yes		Yes		Yes		Yes		Not using subs
9	Submitted 5 projects similar in nature to this Bid.	Yes		Yes		Yes		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		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		None		Listed		None
12	Any judgments from lawsits in the last 5 years?	None		None		None		None		None		None		Listed		None
13	Any criminal violations and/or convictions of the Bidder and/or any of the partners?	None		None		None		None		None		None		None		None
14	Accepts Visa.	No		No		No		No		No		No		No		No
15	Discount using Visa.	N/A		N/A		N/A		N/A		N/A		N/A		N/A		N/A
16	Submitted W-9 form.	Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes
17	Vendor Code of Ethics form	Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes

E-BID #20150142

E-BID REPLY EXCEL SPREADSHEET

Tiffany Avenue Sidewalk Construction Project

From Lennard Road to the School Board Site

Schedule A

Company Name: Lynch Paving & Construction Co., Inc.

Item Number	Pay Item Number	Pay Item Description	Quanity	Unit	Unit Price	Total Amount
		Roadway				
1	101-1	Mobilization	1	LS	$ 35,830.00	$ 35,830.00
2	101-99	Survey Staking & Record Drawings	1	LS	$ 8,954.00	$ 8,954.00
3	102-1	Maintenance of Traffic	1	LS	$ 13,731.00	$ 13,731.00
4	104-13-1	Silt Fence Staked (Type III)	1830	LF	$ 1.85	$ 3,385.50
5	120-1	RegularExcavation	1	LS	$ 8,910.00	$ 8,910.00
6	522-1	Concrete Sidewealk (4" Thick)	2675	SY	$ 22.17	$ 59,304.75
7	522-2	Concrete Sidewalk (6" Thick)	235	SY	$ 45.05	$ 10,586.75
8	570-1-2	Performance Turf, Sod	728	SY	$ 5.35	$ 3,894.80
		GRAND TOTAL				$ 144,596.80

*Note: The unit price can only be two (2) decimals. Example: $5.2555 is not acceptable - $5.25 is acceptable

E-Bid Reply Sheet #20150142

Tiffany Avenue Sidewalk Construction Project
From Lennard Road to the School Board Site

1. **COMPANY NAME**: Lynch Paving & Construction Co., Inc.

DIVISION OF: _____

PHYSICAL ADDRESS: 806 NW 9th St. Okeechobee, Fl., 34973

MAILING ADDRESS: P.O. Box 1994

CITY, STATE, ZIP CODE: Okeechobee, Florida 34973

TELEPHONE NUMBER: ( ) 863-763-7373 FAX NO. ( ) 863-763-7379

CONTACT PERSON: Robert P. Gent E-MAIL: bgent@lynchpaving.com

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

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

Christopher M. Lynch, Secretary
President
Robert P. Gent
Vice President
Christopher M. Lynch, Secretary
Treasurer

How long in present business: 8 yrs 10 mos How long at present location: 8 yrs 10 mos

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: Zero %

*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 consideration in the bid award. If no such percentage is given, the City shall assume zero (0) percent discount applies.*

5.3 Bid Reply Total from Schedule "A" on Lines #1 - 8: $ 144,596.80
(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 time of submittal and the E-Bid Reply Sheet #20150142 uploaded on Demandstar will be resolved in favor of the E-Bid Excel Spreadsheet that is uploaded at time of submittal.)

Reference Use Only- Use E-Bid Reply Excel Spreadsheet to reply to this Bid

Schedule A

ITEM NO	PAY ITEM NUMBER	DESCRIPTION	UNIT	QUAN
1	101-1	MOBILIZATION	LS	1
2	101-99	SURVEY STAKING & RECORD DRAWINGS	LS	1
3	102-1	MAINTENANCE OF TRAFFIC	LS	1
4	104-13-1	SILT FENCE STAKED (TYPE III)	LF	1,830
5	120-1	REGULAR EXCAVATION	LS	1
6	522-1	CONCRETE SIDEWALK (4 INCH THICH)	SY	2,675
7	522-2	CONCRETE SIDEWALK (6 INCH THICK)	SY	235
8	570-1-2	PERFORMANCE TURF	SY	728

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 shall be 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 supersede. The total amount shall be entered on line 5.3 above and entered on the Demandstar web page. The City reserves the right to split the 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, in accordance with Bid document Section VIII, 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. CERTIFICATION

This bid is submitted by: Name (print) Robert P. Gent 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.

Robert P. Gent
Signature

January 12, 2016
Date

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

Robert P. Gent
Signature

Vice 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.

Christopher M. Lynch, Secretary

Balance of page left intentionally blank

LYNCH PAVING & CONSTRUCTION CO. INC. CORPORATE SEAL 2007 FLORIDA

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 806 NW 9th St. Okeechobee, Fl., 34973, this 12th day of January, 2016
(Location)

Name of Organization/Contractor: Lynch Paving & Construction Co., Inc.

By: Robert P. Gent, Vice 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: Lynch Paving & Construction Co., Inc.

Address: P.O. Box 1994
Okeechobee, Florida 34973

Telephone Number: 863-763-7373

Fax Number: 863-763-7379

3. Contact person: Robert P. Gent Email: bgent@lynchpaving.com

4. Firm's previous names (if any). _____

5. How many years has your organization been in business? 8 yrs 10 mos

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: FDOT--T1A11, Hendry County Sidewalks

Description & year completed:
Sidewalks from SWC Owen Ave. to Arroyo Ave. and W of Hardee St. to Main St.
Completed February 2015

Tiffany Avenue Sidewalk Construction Project

Location: Hendry County

Client Name, Phone Number & Email: FDOT, Tony Chin, 239-656-7853

Value of Total Contract: $239,213.59

Firm's Percentage of Total Contract: 90%

Number of Change Orders: 0

Value of Change Orders: 0

Was Project Completed on Schedule: Yes

Was Project Completed within Budget? Yes

Project Number 2

Project Name: 31st Street Sidewalk Improvements Bid No. 2014-020

Description & year completed:

Sidewalk Improvements completed January 2015

Location: City of Fort Pierce

Client Name, Phone Number & Email: City of Fort Pierce, 772-467-3776

Value of Total Contract: $228,278.00

Firm's Percentage of Total Contract: 100%

Number of Change Orders: 0

Value of Change Orders: 0

Was Project Completed on Schedule: Yes

Was Project Completed within Budget? Yes

Project Number 3

Project Name: FDOT--T1539, Memorial Drive

Description & year completed:

Memorial Drive from Pompino Dr. to Memorial Elementary School Completed March 2013

Location: Highlands County

Client Name, Phone Number & Email: FDOT, 863-386-6112

Value of Total Contract: $187,577.00

Firm's Percentage of Total Contract: 20%

Number of Change Orders: 0

Value of Change Orders: 0

Was Project Completed on Schedule: Yes

Was Project Completed within Budget? Yes

Project Number 4

Project Name: Brentwood & The Shores

Description & year completed:
Roadway & Sidewalk Improvements

Location: Jupiter, FL

Client Name, Phone Number & Email: Town of Jupiter, 561-741-2232

Value of Total Contract: $214,570.80

Firm's Percentage of Total Contract: 20%

Number of Change Orders: 0

Value of Change Orders: 0

Was Project Completed on Schedule: Yes

Was Project Completed within Budget? Yes

Project Number 5

Project Name: Sidewalk Improvements to Butler Ave, SW St. Lucie

Description & year completed:
Sidewalk Improvements on SW Butler Ave, SW St. Lucie, Shores Drive completed June 2013

Location: Palm City, Florida

Client Name, Phone Number & Email: Martin County BOCC 772-288-5400

Value of Total Contract: $153,657.15

Firm's Percentage of Total Contract: 100%

Number of Change Orders: 0

Value of Change Orders: 0

Was Project Completed on Schedule: Yes

Was Project Completed within Budget? Yes

7. List subcontractors and major material suppliers for the project. Include the duties that will be assigned to them, email addresses and telephone numbers. Insert additional sheets if necessary. **Attach all licenses and certifications that qualify them to perform the work.**
To be determined

8. Status of current contracts. Please provide the name & number of current contracts as well as a sample list of the projects currently underway. Please see attached list of current contracts

9. 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. No

Total Number of Projects where Failure to Complete Work Occurred: 0

Project Number 1

Project Name:

Project Location:

Client Name and Phone Number:

Engineer Name and Phone Number:

Date:

Reason:

Insert additional projects if needed.

10. 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:

11. 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:

No Lawsuits

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

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

No Judgements

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

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

No Criminal Violations

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

Robert P Scott — Signature

Vice President — Title

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER
SEALED E-BID NO. 20150142
PROJECT TITLE: Tiffany Avenue Sidewalk Construction Project

State of Florida }

County of Okeechobee }

Robert P. Gent, being first duly sworn, disposes and says that:
(Name/s)

1. They are Vice President (Title) of Lynch Paving & Construction Co., Inc. (Name of Company) the Bidder that has submitted the attached bid;

2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Port St. Lucie or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) Robert P. Gent

(Title) Vice President

STATE OF FLORIDA }
COUNTY OF St. Lucie}SS:

The foregoing instrument was acknowledged before me this January 12, 2016
(Date)

by: Robert P. Gent who is personally known to me or who has produced

_____ as identification and who did (did not) take an oath.

Jacqueline J. Palmer Jacqueline J. Palmer
Notary (print & sign name)

Commission No. FF159428

JACQUELINE J PALMER
MY COMMISSION #FF159428
EXPIRES September 11, 2018
(407) 398-0153 FloridaNotaryService.com

CITY OF PORT ST. LUCIE, FLORIDA
SEALED BID NO. 20150142
PROJECT TITLE: Tiffany Avenue Sidewalk Construction Project

CONTRACTOR VERIFICATION FORM

THE FOLLOWING IS TO COMPLETED BY PRIME BIDDER:

Name of Firm: Lynch Paving & Construction Co., Inc.

Corporate Title: Lynch Paving & Construction Co., Inc.

Address: P.O. Box 1994

Okeechobee, Florida 34973
(Zip Code)

By: Robert P. Gent (Print name) Vice President (Print title)

Robert P. Gent
(Authorized Signature)

Telephone: (863) 763-7373

Fax: (863) 763-7379

State License # CGC1507091 (ATTACH COPY)

County License # 25086 (ATTACH COPY)

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

Type of License: Certified General Contractor

Unlimited Yes (yes/no)

If "NO", Limited to what trade? _____

BID BOND

Conforms with The American Institute of Architects, A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, That we, Lynch Paving & Construction Company, Inc.

P.O. Box 1994, 806 NW 9th Street,, Okeechobee, FL 34973-1994

as Principal, hereinafter called the Principal,

and the Travelers Casualty and Surety Company of America,

of 350 Granite Street, Braintree, MA 02184, a corporation duly organized under

the laws of the State of Connecticut, as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Port St. Lucie
121 SW Port St. Lucie Blvd Suite 390 Bldg A, Port St. Lucie, FL 34984-5099 as Obligee, hereinafter called the Obligee,

in the sum of Five Percent of Bid Amount

Dollars ($ 5% of Bid Amount), 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 E-Bid # 20150142 Tiffany Avenue Sidewalk Construction Project

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 12th day of January 2016.

Jackie Palmer
Witness

Lynch Paving & Construction Company, Inc. (Seal)
Principal

Robert P. [illegible]
Title

LYNCH PAVING & CONSTRUCTION CO., INC. CORPORATE SEAL 2007 FLORIDA

Travelers Casualty and Surety Company of America

Claire Conaugh
Witness

By George G. Powers
George G. Powers, Attorney-in-Fact

S-0054/GEEF 12/00

FRP

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

TRAVELERS

POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 223428

Certificate No. 006451203

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

John C. Driscoll, Dennis W. Driscoll, Timothy P. Lyons, Claire Cavanaugh, Martin L. Donovan, and George G. Powers

of the City of Norwell, State of Massachusetts, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 9th day of September, 2015.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

State of Connecticut
City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the 9th day of September, 2015, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.

Marie C. Tetreault
Marie C. Tetreault, Notary Public

58440-8-12 Printed in U.S.A.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 12th day of January, 2016.

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/11/2016

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
TDA, Inc. The Driscoll Agency
93 Longwater Circle
P.O. Box 9120
Norwell MA 02061

CONTACT NAME: Ted Matthews
PHONE (A/C, No, Ext): 781-681-6656 FAX (A/C, No):
E-MAIL ADDRESS: jbd@driscollagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Starr Indemnity & Liability Co.	
INSURER B : Old Republic General Ins Corp.	24139
INSURER C : Travelers Indemnity Co of CT	25682
INSURER D :	
INSURER E :	
INSURER F :	

INSURED 3130
Lynch Paving & Construction Co Inc
Okeechobee Asphalt & Ready Mixed Concrete Inc
Lawrence-Lynch Corp
503 NW 9th Street
Okeechobee FL 34973

COVERAGES CERTIFICATE NUMBER: 1741283839 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	A2CG99941504	4/1/2015	4/1/2016	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	X Blkt Contractual						GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	POLICY X PRO-JECT X LOC							$
B	AUTOMOBILE LIABILITY	Y	Y	A2CA99941504FL	4/1/2015	4/1/2016	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	X ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
							Comp & Coll Deductib	$1,000
A	UMBRELLA LIAB X OCCUR	Y	Y	1000020870	4/1/2015	4/1/2016	EACH OCCURRENCE	$10,000,000
	X EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$10,000,000
	DED X RETENTION $0							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y	A2CW99941504	4/1/2015	4/1/2016	X WC STATU-TORY LIMITS / OTH-ER	USL&H
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) Y / N: N	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	Contractors Equipment Leased/Rented Equipment Installation Floater			QT660739X9338	4/1/2015	4/1/2016	Sched & Unsched Max Per Item: Limit Per Job Site	Special Incl Theft $500,000 $1,000,000

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

Re: City of Port St. Lucie, Tiffany Avenue Sidewalk Construction Project Bid# 20150142

City of Port St. Lucie are included as Additional Insured for Automobile Liability on a Primary Basis for the conduct of the (Named) Insured, but only to the extent of that liability.

City of Port St. Lucie are included as Additional Insured for General Liability for ongoing operations per form CG2010 04/13 and for
See Attached...

CERTIFICATE HOLDER

City of Port St. Lucie
121 SW Port St. Lucie Blvd
Port St. Lucie FL 34984

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: 3130

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
TDA, Inc. The Driscoll Agency		Lynch Paving & Construction Co Inc Okeechobee Asphalt & Ready Mixed Concrete Inc Lawrence-Lynch Corp 503 NW 9th Street Okeechobee FL 34973
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

completed operations per form CG2037 04/13 and Excess Liability, as required by a signed written contract or agreement with the Named Insured.

The Additional Insured coverage for General Liability & Excess Liability detailed above applies on a primary, non-contributory basis where required by a signed written contract or agreement with the Named Insured.

The General Liability, Excess Liability, Automobile Liability, and Workers Compensation / Employers Liability Policies Include a Waiver of Subrogation in favor of City of Port St. Lucie on whose behalf the Named Insured is required to obtain this Waiver under a written contract or agreement executed prior to a loss.

General Liability policy includes coverage for "X, C, U" (hazards, collapse of building, blasting and damage to underground property). Completed Operations, and Contractual Liability

30 day's notice of cancellation, except 60 days applies to GL, Auto, WC, and Excess Liability. 10 Days notice applies to non-payment of premium, on all policies.

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DRUG-FREE WORKPLACE FORM

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

Lynch Paving & Construction Co., 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

January 12, 2016

Date

Form **W-9**
(Rev. December 2014)
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.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Lynch Paving & Construction Co., Inc.

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

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
P.O. Box 1994

Requester's name and address (optional)
City of Port St. Lucie
121 SW Port St. Lucie Blvd. Suite 390
Port St. Lucie, Florida 34984

6 City, state, and ZIP code
Okeechobee, Florida 34974

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the 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 instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
2 0 - 8 6 1 0 4 3 7

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 ▶ 1-12-16

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

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. See *What is FATCA reporting?* on page 2 for further information.

"A City for All Ages"

VENDOR CODE OF ETHICS

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

Lynch Paving & Construction Co., Inc.

Signature

Robert P. Gent

Printed Name and Title

Robert P. Gent, Vice President

Date January 12, 2016

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.

LYNCH PAVING & CONSTRUCTION COMPANY

CURRENT PROJECTS

JOB #	PRIME OR SUB	NAME LOCATION DESCRIPTION OF PROJECT	DATE OF CONTRACT	CONTRACT AMOUNT	% Complete	OWNER'S NAME AND ADDRESS	OWNER CONTACT INFORMATION	GENERAL CONTRACTOR'S NAME & ADDRESS	PROJECT MANAGER
14-38	Prime	Hendry County - CR 78, Phase III, Crescent Ave SW to Nobles Rd, & Phase Crescent Ave SW to Old N River Rd. Bond # 106179491 / FM 431886-1-5- & 428157-1-58-01 Contract #: 2014-18	1/22/2015	$1,295,987.40	85.00%	Hendry County PO Box 2340 LaBelle, FL 33975	Kelly O'Nan 863-675-5222	Lynch Paving & Const PO Box 1994 Okeechobee, FL 34973	Jim
14-38B	Prime	Hendry County - CR 78, Phase IV, Crescent Ave SW to Nobles Rd, & Phase Crescent Ave SW to Old N River Rd. Bond # 106179491 / FM 431886-1-5 & 428157-1-58-01 Contract #: 2014-18	1/22/2015	$2,379,871.45	85.00%	Hendry County PO Box 2340 LaBelle, FL 33975	Kelly O'Nan 863-675-5222	Lynch Paving & Const PO Box 1994 Okeechobee, FL 34973	Jim
14-36	Prime	Okeechobee County Board of County Commissioners County wide Road Maintenace (Annual Contract) Okeechobee, FL	Annual	$3,000,000.00	86.00% Ongoing	Okeechobee County BOCC 804 NW 2nd Street Okeechobee, FL 34974	Donnie Odem 863-763-6441	Lynch Paving & Const PO Box 1994 Okeechobee, FL 34973	Bob
14-47	Sub	Hubbard Construction SR 710, MP 2.0 to SW Fox Brown Line FDOT #E4P15 GFA #: 15-0387-00 Patch 2 damaged areas	2/23/2015	$1,787,955.12	83.00%	FDOT , District 1 PO Box 1249 Bartow, FL 33831-1249		Lynch Paving & Const PO Box 1994 Okeechobee, FL 34973	Bob
15-17	Prime	City of PSL (2 Year/2 Year Option) Various Road Maintenance #20150080	7/21/2015	$314,250.00	60.00% Ongoing	City of Port St. Lucie 121 SW Port St. Lucie Blvd Port St. Lucie, FL 34984	Gina Jolly 772-344-4055	Lynch Paving & Const PO Box 1994 Okeechobee, FL 34973	Bob
15-015	Sub	FDOT - Asphalt Repair, Milling and Resurfacing State Highwaysin Glades Contract No: T1614 SR 78 Southeasterly Financial Proj No 428145 1 52 01 Fed Aid No 8886427A	6/24/2015	$678,213.59	30.00%	FDOT , District 1 PO Box 1249 Bartow, FL 33831-1249		Lawrence-Lynch Corp PO Box 913 Falmouth, MA 02541	Jim
15-40	Prime	Soundslinger Sundance Trails Okeechobee, FL	11/30/2015	$25,622.00	10.00%	Soundslinger 2665 South Bayshore Drive Miami, FL		Lynch Paving & Const PO Box 1994 Okeechobee, FL 34973	Pete
15-43	Prime	Palm Grove HOA Phase II Travlers Way Ft. Pierce, FL	12/10/2015	$75,854.00	10.00%	Okeechobee County School Board 700 SW 2nd Ave Okeechobee, FL 34974	Brian Barret 863-462-5000	Lynch Paving & Const PO Box 1994 Okeechobee, FL 34973	Bob
15-44	Prime	Okeechobee County School Board OHS Track Okeechobee, FL	11/10/2015	$55,952.00	10.00%	Okeechobee County School Board 700 SW 2nd Ave Okeechobee, FL 34974	Brian Barret 863-462-5000	Lynch Paving & Const PO Box 1994 Okeechobee, FL 34973	Bob
15-016	Sub	FDOT - Asphalt Repair, Milling and Resurfacing State Highwaysin Glades Contract No: T1560 SR 78 Financial Proj No 429101 1 52 01 Fed Aid No 4371015P	8/21/2015	$4,883,159.85	60.00%	FDOT , District 1 PO Box 1249 Bartow, FL 33831-1249		Lawrence-Lynch Corp PO Box 913 Falmouth, MA 02541	Jim

IDENTIFICATION CARD

St. Lucie County

County Certification Number 25086
Class Code: PAVING

This is to certify that GENT, ROBERT P, LYNCH PAVING & CONSTRUCTION CO INC has been issued a County Certificate in St. Lucie County, beginning on 4/4/2008 and ending on 9/30/2016, unless license is revoked.

Danielle Williams

Authorized Licensing Official

Contractor Licensing:	(772) 462-1673
Contractor Fax LIne:	(772) 462-1148
Automated Inspection Line:	(866) 284-1280
Inspection Line:	(772) 462-2172

CITY OF PORT ST. LUCIE 9664
BUILDING DEPARTMENT
CERTIFICATE OF COMPETENCY
EXPIRE: 9/30/16

GENT, ROBERT
LYNCH PAVING & CONSTRUCTION CO, INC
PO BOX 1994
OKEECHOBEE, FL 34973

SIGNATURE_____
PAVING CONTRACTOR

FL#: PSL -10155

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

LICENSE NUMBER	
CGC1507091	

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS
Expiration date: AUG 31, 2016

FISK, ASA FRANCIS III
LYNCH PAVING & CONSTRUCTION CO INC
4640 SW 42ND TERRACE
FORT LAUDERDALE FL 33314

ISSUED: 07/16/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1407160001409

CHECKLIST

BID # 20150142

PROJECT TITLE: Tiffany Avenue Sidewalk Construction Project

Name of Bidder: Lynch Paving & Construction Co., 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 #20150142 with proper signatures upload to Demandstar.
- ✓ E-Bid Reply Excel Spreadsheet – Schedule A uploaded to Demandstar.
- ✓ Drug-Free Workplace Form uploaded to Demandstar.
- ✓ 5% Bid Security uploaded to Demandstar and mailed in within five (5) business days after the opening or the bid may be considered non-responsive.
- ✓ All pricing has been mathematically reviewed and all corrections have been initialed.
- ✓ Each Bid Addendum (when issued) is acknowledged on the E-Bid Reply Sheet #20150142.
- ✓ W-9 as per Section 1.13 uploaded to Demandstar.
- ✓ Copy of Insurance Certificate in accordance with Section VIII of the Sample Contract uploaded to Demandstar.
- ✓ Copy of appropriate State license, City licenses and any certifications to perform the proposed work in the City of Port St. Lucie uploaded to Demandstar. Including all subcontractors licenses.
- ✓ Has reviewed the Contract and accept all City Terms and Conditions.
- ✓ Contractor's Questionnaire uploaded to Demandstar.
- ✓ Required forms: Non-Collusion Affidavit of Prime Bidder; List of Current Contracts; Vendor Code of Ethics and Contractor Verification Form. All forms are to be uploaded to Demandstar.
- ✓ List of all sub-contractors (Use the Questionnaire for providing all sub-contractors). All requested information is to be uploaded to Demandstar.
- ✓ Copy of the Checklist uploaded to Demandstar.

THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET

SEALED ELECTRONIC BID (E-BID) DOCUMENTS
FOR

CITY OF PORT ST. LUCIE

TIFFANY AVENUE SIDEWALK CONSTRUCTION PROJECT

Sealed Electronic Bid # 20150142
(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) #20150142 for the Tiffany Avenue Sidewalk 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 **January 12, 2016 at 3:15:00 P.M. EST.**

Each Bidder(s) must deposit with his/her bid, a bid bond, or bid guaranty, in the amount five percent (5%) of the total price, made payable to the City of Port St. Lucie. Bid Bond shall be either a 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. Bidders will send the **ORIGINAL** Bid Bond to the City immediately after the opening date. The original Bid Bond is to 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 change or 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 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 before the closing date and time. The City shall not be responsible for delays caused by any power outages or internet failures. 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 bids, abandon the project in its entirety, or take other such action as serves the best interests of the City.

The City reserves the right to extend the bid opening date when no responses or only one (1) response is received. Receipt of a bid in any other form does not satisfy this requirement. **No hard copies will be accepted.**

Submit all questions in writing concerning procedures for responding to this bid or regarding the Contract Documents, 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 **January 5, 2016** may not be answered, and will not be cause for additional compensation. To ensure fair consideration for all Bidders, it 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 listing 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.

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.

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

Documents required for this E-Bid:

- E-Bid Specifications, pages 1 - 41.
- E-Bid Reply Sheet #20150142, pages 12 - 14 (included in E-Bid Specifications)
- E-Bid Reply Excel Spreadsheet, page 1 (not included in E-Bid Specifications)
- Attachment A – Construction Plans, prepared by Knight, McGuire & Associates, Inc., pages 1 – 23 (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.***

Balance of page left intentionally blank

SEALED BID # 20150142
Tiffany Avenue Sidewalk Construction Project
From Lennard to the School Board Site

INTENT

The City of Port St. Lucie desires to obtain quotations from qualified individuals, firms, and legal entities relative to the Tiffany Avenue Sidewalk Construction Project from Lennard Road east to the School Board site. The Contract period is estimated at sixty (60) calendar days with no renewal option.

It is the intent of the City to enter into a unit price contract with one (1) qualified Contractor to provide all of the labor, supervision, equipment, machinery, tools, materials, permits, transportation, utilities, and other incidentals required to complete the work in accordance with the Contract Documents. All work shall be in accordance with the Construction Plans prepared by Knight, McGuire and Associates, Inc. consisting of pages 1 – 23.

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, a Local Paving Contractor License or possess both Local Concrete and State of Florida 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.

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.

1. GENERAL REQUIREMENTS

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

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

1.3 <u>Examination of Drawings, Site and Contract Documents</u> - 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.

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 #20150142. **It is the Bidder's responsibility to verify with the City's Building Department that they possess the proper City license 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. Some or all of the following criteria may be used to select the bid(s) that will provide the best value to the City:

- 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

- 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:
  The City will evaluate the pricing offered by the Bidder; consider lifecycle costing, and depreciation
- Determine what proposal provides the best value to the City for the selected items
- City Ordinance Section 35.12 Local Preference will apply
- Award will be based on Line Items 1 – 8 that represents the best value to the City

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.

1.6.1 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 - 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.

1.7 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 #20150142 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 two (2) file. **No hard copies will be accepted.**

A. Request Bid Specifications, #20150142 from Onvia, via phone 800-711-1712 or via internet www.cityofpsl.com

B. Download the E-Bid Reply Sheet #20150142 and save to your hard drive, program is in Microsoft Word 2007 Professional. Enter unit prices on the E-Bid Reply Sheet and save.

C. Complete company information on E-Bid Reply Sheet #20150142.

File #1 – Upload the Excel Spreadsheet in Excel Format:

D. Enter total price on E-Bid Reply Sheet #20150142. 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 #20150142 uploaded on Demandstar will be resolved in favor of the E-Bid Reply Excel Spreadsheet that is uploaded at time of submittal. Upload the E-Bid Reply Excel Spreadsheet on Demandstar as File #1.

E. Electronically sign the E-Bid Reply Sheet #20150142 where indicated.

File #2:

F. Upload and submit the E-Bid Reply Sheet #20150142, Contractor's Questionnaire, Non-Collusion Affidavit of Prime Bidder, Contractor Verification Form, 5% Bid Bond (to 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, and the Checklist onto Demandstar by the due date and time. Acknowledge all Addenda on the E-Bid Reply Sheet #20150142. 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 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. 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 Bidder to execute the Contract and/or punctually deliver the required Insurance Certificates and other documentation may be justification for the annulment of the award.

1.10 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.

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, 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 does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to City subject to revocation of such acceptance after the effective date of the Contract.

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 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).

1.12.2 There are no City permits required for this work.

1.13 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.

1.14 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 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 bid shall be prima facie evidence of the Bidder's intent to comply with this specification.

2. SPECIFIC REQUIREMENTS

2.1 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.

2.2 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 (Bid Bond) - A Bid Bond, certified check, cashier's 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.

2.4 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.

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 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.

(Balance of page intentionally left blank.)

E-Bid Reply Sheet #20150142

Tiffany Avenue Sidewalk Construction Project
From Lennard Road to the School Board Site

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.Citvofpsl.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: _____ %

*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 consideration in the bid award. If no such percentage is given, the City shall assume zero (0) percent discount applies.*

5.3 Bid Reply Total from Schedule "A" on Lines #1 - 8: $_____
(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 time of submittal and the E-Bid Reply Sheet #20150142 uploaded on Demandstar will be resolved in favor of the E-Bid Excel Spreadsheet that is uploaded at time of submittal.)

Reference Use Only- Use E-Bid Reply Excel Spreadsheet to reply to this Bid

Schedule A

ITEM NO	PAY ITEM NUMBER	DESCRIPTION	UNIT	QUAN
1	101-1	MOBILIZATION	LS	1
2	101-99	SURVEY STAKING & RECORD DRAWINGS	LS	1
3	102-1	MAINTENANCE OF TRAFFIC	LS	1
4	104-13-1	SILT FENCE STAKED (TYPE III)	LF	1,830
5	120-1	REGULAR EXCAVATION	LS	1
6	522-1	CONCRETE SIDEWALK (4 INCH THICH)	SY	2,675
7	522-2	CONCRETE SIDEWALK (6 INCH THICK)	SY	235
8	570-1-2	PERFORMANCE TURF	SY	728

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 shall be 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 supersede. The total amount shall be entered on line 5.3 above and entered on the Demandstar web page. The City reserves the right to split the 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, in accordance with Bid document Section VIII, 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. **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.

_____ _____

Signature Date

9. **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.

Balance of page left intentionally blank

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 & year completed: _____
   _____
   _____

Location:

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 & year completed:

Location:

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 & year completed:

Location:

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 4

Project Name:

Description & year completed:

Location:

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 5

Project Name:

Description & year completed:

Location:

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?

7. List subcontractors and major material suppliers for the project. Include the duties that will be assigned to them, email addresses and telephone numbers. Insert additional sheets if necessary. **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. 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.

10. 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:

11. 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)

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

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

13. 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)

Signature Title

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

CITY OF PORT SAINT LUCIE
CONTRACT #20150142

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:

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: TBD

SECTION II
DESCRIPTION OF SERVICES TO BE PROVIDED

The specific work that the Contractor has agreed to perform pursuant to the Bid Specifications #20150142, **Tiffany Avenue Sidewalk Construction from Lennard Road east to the School Board Site** including all Attachments, all Addenda, Construction Plans, sheets #1 through #23 and all other restrictions and requirements are incorporated by this reference.

Scope of Work: The project is to construct approximately three thousand two hundred (3,200) lineal feet of eight (8) foot wide concrete sidewalk. The sidewalk will be constructed on the north side of Tiffany Avenue from Lennard Road east to the School Board site. The work for this project includes, but not limited to:

- Sediment and Erosion Control
- Surveying
- Clearing and Grubbing
- Earthwork
- Drainage
- Signage
- Concrete Work
- Sodding
- Preparation of Record Drawings
- All work necessary to complete the project as shown and described in the Contract Plans prepared by Knight, McGuire and Associates, Inc.

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 sixty (60) 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.

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 $_____, 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 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-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-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 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 #20150142 – Tiffany Avenue**

Sidewalk Construction 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: The Contractor, if required, 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).

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, Rovalties, 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

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 eight hundred eighty four ($884.00) 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 (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)

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*)

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. 20150142
PROJECT TITLE: Tiffany Avenue Sidewalk Construction Project

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? _____

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER
SEALED E-BID NO. 20150142
PROJECT TITLE: Tiffany Avenue Sidewalk Construction Project

State of _____}

County of _____}

_____, being first duly sworn, disposes and says that:
(Name/s)

1. They are _____ of _____ the Bidder that
(Title) (Name of Company)

   has submitted the attached bid;

2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Port St. Lucie or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

(Title) _____

STATE OF FLORIDA }
COUNTY OF St. Lucie}SS:

The foregoing instrument was acknowledged before me this_____
(Date)

by:_____ who is personally known to me or who has produced

_____ as identification and who did (did not) take an oath.

_____
Notary (print & sign name)

Commission No. _____

"A City for All Ages"

VENDOR CODE OF ETHICS

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 # 20150142

PROJECT TITLE: Tiffany Avenue Sidewalk Construction Project

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 #20150142 with proper signatures upload to Demandstar.

_____ E-Bid Reply Excel Spreadsheet – Schedule A uploaded to Demandstar.

_____ Drug-Free Workplace Form uploaded to Demandstar.

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

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

_____ Each Bid Addendum (when issued) is acknowledged on the E-Bid Reply Sheet #20150142.

_____ W-9 as per Section 1.13 uploaded to Demandstar.

_____ Copy of Insurance Certificate in accordance with Section VIII of the Sample Contract uploaded to Demandstar.

_____Copy of appropriate State license, City licenses and any certifications to perform the proposed work in the City of Port St. Lucie uploaded to Demandstar. Including all subcontractors licenses.

_____ Has reviewed the Contract and accept all City Terms and Conditions.

_____ Contractor's Questionnaire uploaded to Demandstar.

_____Required forms: Non-Collusion Affidavit of Prime Bidder; List of Current Contracts; Vendor Code of Ethics and Contractor Verification Form. All forms are to be uploaded to Demandstar.

_____ List of all sub-contractors (Use the Questionnaire for providing all sub-contractors). All requested information is to be uploaded to Demandstar.

_____ Copy of the Checklist uploaded to Demandstar.

THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET

ATTACHMENT A

Construction Plans

City of Port St. Lucie
Tiffany Avenue Sidewalk Construction Project

Prepared by Knight, McGuire and Associates, Inc.

(23 Pages follow as a separate attachment)

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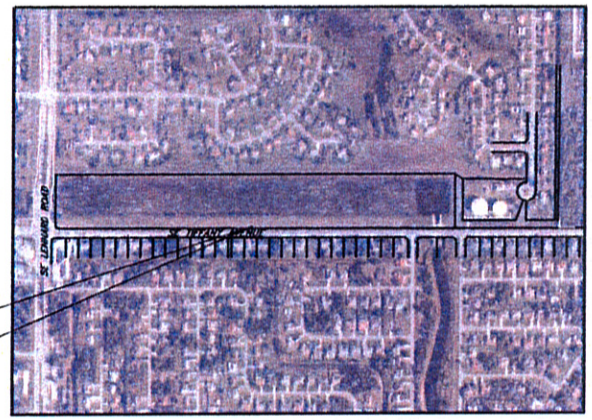
SE TIFFANY AVENUE SIDEWALK PLAN

PREPARED FOR

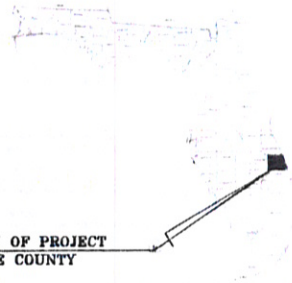
CITY OF PORT ST. LUCIE

SHEET INDEX

SHEET NO.	SHEET DESCRIPTION
1	COVER SHEET
2	SUMMARY OF QUANTITIES/DETAILS/NOTES
3-7	TYPICAL SECTIONS
8 -15	SIDEWALK PLAN SHEETS
16-23	EROSION CONTROL PLAN



LOCATION OF PROJECT



LOCATION OF PROJECT
ST. LUCIE COUNTY

PREPARED BY

KNIGHT, MCGUIRE AND ASSOCIATES, INC.
CONSULTING ENGINEERS AND PLANNERS
80 ROYAL PALM POINTE, SUITE 401
VERO BEACH, FLORIDA, 32960

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SUMMARY OF QUANTITIES

ITEM NO.	DESCRIPTION	UNITS	QUANTITY
101-1	MOBILIZATION	LS	1
102-1	MAINTENANCE OF TRAFFIC	LS	1
104-13-1	SILT FENCE STAKED (TYPE III)	LF	1,830
120-1	EXCAVATION REGULAR	LS	1
522-1	4" CONCRETE SIDEWALK (3000 PSI)	SY	2,675
522-2	6" CONCRETE SIDEWALK (3000 PSI)	SY	235
575-1-1	SODDING (BAHIA)	SY	728

PAY ITEM FOOTNOTES

120-1 EXCAVATION, REGULAR SHALL INCLUDE REMOVAL AND SALVAGE OF THE TOPSOIL FOR REUSE (IF NECESSARY). THIS PAY ITEM SHALL ALSO INCLUDE EXCAVATION OF TOPSOIL, ALL EARTHWORK, STOCKPILE, SALVAGE, AND REUSE, INCLUDING HAULING AND DISPOSAL COSTS FOR ALL SURPLUS EARTHWORK.

522 CONCRETE SIDEWALK: INCLUDES THE COST TO CONSTRUCT SIDEWALK CURB RAMPS AND CITY OF PORT ST. LUCIE APPROVED DETECTABLE WARNING SURFACES. IF ANY SIDEWALK, NOT SHOWN ON THE PLANS FOR REPLACEMENT, IS DAMAGED DURING CONSTRUCTION, THE SIDEWALK SHALL BE REPLACED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE PROJECT.

575-1-1 COST IS TO INCLUDE PROVIDING AND INSTALLING SOD AS WELL AS FINAL GRADING, SHAPING, PROVIDING AND PLACING SAND LAYER. COST IS ALSO TO INCLUDE WATERING, FERTILIZING, MOWING, AND MAINTAINING NEW SOD FOR 45 DAYS AFTER THE FINAL COMPLETION DATE OF THE PROJECT. SOD PLACED SHALL ALSO BE IN LIKE KIND TO THAT REMOVED OR DISTURBED.

CONSTRUCTION NOTES

1. ALL WORK, CONCRETE AND MATERIALS SHALL COMPLY WITH THE LATEST EDITION, INCLUDING ALL REVISIONS, OF THE FOLLOWING STANDARDS AND PUBLICATIONS
   - AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO)
   - AMERICAN CONCRETE INSTITUTE (ACI)
   - AMERICAN SOCIETY FOR TESTING MATERIAL (ASTM)
   - AMERICANS WITH DISABILITIES ACT ACCESSIBILITY GUILDLINES (ADAAG)
   - FDOT ROADWAY AND TRAFFIC DESIGN STANDARDS
   - FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (2013 EDITION)
   - AMERICAN CONCRETE INSTITUTE (ACI)
2. THE CONTRACTOR SHALL WHEN CONSTRUCTING THE SIDEWALK AVOID ALL EXISTING UTILITIES, EXISTING LANDSCAPING FEATURES AND EXISTING DRAINAGE STRUCTURES. MAILBOXES WILL REMAIN IN PLACE WHENEVER POSSIBLE.
3. THE CONTRACTOR WILL ADJUST WATER VALVE BOXES & LIDS, AIR RELEASES, AS REQUIRED TO PROPOSE FINISHED GRADE. THE CITY OF PORT ST. LUCIE UTILITY DEPARTMENT WILL REVIEW EACH LOCATION IN THE FIELD AT STAKEOUT TO VERIFY POTENTIAL CONFLICTS AND SOLUTIONS. VALVES ARE TO REMAIN OUTSIDE OF THE SIDEWALK EXTENTS WHEREVER POSSIBLE. VALVES THAT ARE DETERMINED TO REMAIN IN THE SIDEWALK WILL NEED TO BE ADJUSTED TO GRADE, FITTED WITH LOCABLE LIDS, AND MUST BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF PORT ST. LUCIE UTILITY DEPARTMENT CONSTRUCTION STANDARDS.
4. UNLESS OTHERWISE SHOWN, ALL EXISTING DRAINAGE STRUCTURES, TREES AND UTILITY POLES WITHIN THE LIMITS OF CONSTRUCTION ARE TO REMAIN.
5. ALL INSTALLATION OF CONCRETE SIDEWALKS LISTED IN THE BID FORM SHALL INCLUDE THE FOLLOWING ITEMS:
   - EXCAVATION AND DISPOSAL OF MATERIALS SHALL EQUAL THE DESIRED THICKNESS AND SQUARE YARDS OF NEW CONCRETE.
   - COMPACTION OF BASE SHALL MEET THE FDOT STANDARD SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION.
   - SITE LAYOUT:
   - ALL FORM WORK OR STRING LINE:
   - ALL CONCRETE SHALL BE 3000 PSI, UNLESS OTHERWISE NOTED:
   - SAW-CUTS AT ALL INTERFACES WITH EXISTING PAVEMENT OR CONCRETE SURFACES:
   - PLACEMENT AND FINISHING OF NEW CONCRETE:
   - FORM REMOVAL:
   - SITE CLEANUP:
   - CONTRACTOR SHALL GET APPROVAL OF PREPARED SITE BY THE CITY OF PORT ST. LUCIE OR THEIR REPRESENATIVE BEFORE INSTALLATION OF THE NEW SIDEWALKS:
6. ALL SIDEWALK CONSTRUCTION AND PLACEMENT OF JOINTS, INCLUDING THOSE AT INTERFACES WITH EXISTING ASPHALT AND/OR CONCRETE, SHALL BE PERFORMED IN ACCORDANCE WITH FDOT STANDARD INDEX #310 AND FDOT STANDARD SPECIFICATION SECTION 522.
7. PRIOR TO REMOVAL OF EXISTING PAVEMENT OR CONCRETE, SAW-CUTS AT THE INTERFACES MUST BE MADE TO REDUCE THE RISK OF DAMAGE TO THE REMAINING SURFACE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGES TO PAVEMENT OR CONCRETE SURFACES. ALL DAMAGED AREAS MUST BE REPAIRED TO EXISTING CONDITIONS OR BETTER, AT THE COST OF THE CONTRACTOR, PRIOR TO FINAL PAYMENT.
8. ALL DISTURBED AREAS SHALL BE RESTORED TO EXISTING CONDITIONS OR BETTER CONDITIONS. THE CONTRACTOR SHALL ONLY BE ENTITLED FOR PAYMENT OF AUTHORIZED AREAS WITHIN THE PROJECT WORK LIMITS. THE PROJECT WORK LIMITS SHALL BE ESTABLISHED BY THE CITY OF PORT ST. LUCIE PRIOR TO CONSTRUCTION. CONTRACTOR SHALL MAKE EVERY EFFORT TO MINIMIZE UNNECESSARY DAMAGE. ALL DAMAGED AREAS OUTSIDE THE PROJECT WORK LIMITS MUST BE PREPARED TO EXISTING CONDITIONS OR BETTER, AT NTE COST OF THE CONTRACTOR, PRIOR TO FINAL PAYMENT.
9. A MAXIMUM OF 3:1 SLOPES MUST BE MAINTAINED FOR THE REGRADING OF THE SWALES AND OTHER DISTURBED AREAS PER CITY OF PORT ST. LUCIE STANDARDS.
10. ALL SOD SHALL HAVE A WARRANTY OF 45 DAYS AFTER THE FINAL COMPLETION DATE OF THE PROJECT. SOD REPLACED BY THE CONTRACTOR MUST BE THE SAME TYPE AS THAT REMOVED.
11. EXCAVATED MATERIAL TO BE USED AS FILL WHERE NECESSARY. SURPLUS EXCAVATION SHALL BE HAULED OFFSITE AT CONTRACTORS EXPENSE.
12. ALL ADA DETECTABLE WARNING SURFACES ON NEW CONCRETE SURFACES SHALL BE BRICK RED "CAST IN PLACE" TRUNCATED DOME DETECTABLE WARNINGS. THE CITY OF PORT ST. LUCIE RESERVES THE RIGHT TO CHANGE THE COLOR TO MEET THE TRENDS SET FORTH BY THE ADAAG.
13. THE MAINTENANCE OF TRAFFIC PLAN (MOT) SHALL BE IN ACCORDANCE WITH THE APPLICABLE FDOT INDEX (600 SERIES) AND THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS (MUTCD). IF THE STANDARD INDEX DO NOT APPLY TO THE MOT REQUIREMENTS OF THIS PROJECT, THE CONTRACTOR SHALL SUBMIT A SIGNED AND SEALED MOT FOR THE ENGINEER'S APPROVAL PRIOR TO THE WORK BEING PERFORMED.
14. THE CONTRACTOR IS TO MAINTAIN DRIVEWAY ACCESS THROUGHOUT THE PROJECT DURING CONSTRUCTION UNLESS DRIVEWAY IS BEING RECONSTRUCTED AS A RESULT OF THIS PROJECT. IN THIS CASE, CONTRACTOR WILL NOTIFY OWNER AND/OR THE RESIDENT 48 HOURS IN ADVANCE AND WILL COMPLETE DRIVEWAY RECONSTRUCTION WITHIN ONE WEEK OF THIS NOTIFICATION.
15. ALL LANE CLOSURES SHALL BE APPROVED BY THE CITY OF PORT ST. LUCIE AT LEAST 48 HOURS IN ADANCE.
16. ALL FIELD STAKING REQUIRED FOR CONSTRUCTION WILL BE OBTAINED THROUGH SEPERATE CONTRACT. CONSTRUCTION STAKING MUST BE PERFORMED BY A LICENSED FLORIDA SURVEYOR AND SAID SURVEYOR SHALL BE SECURED AND CONTRACTED SEPERATELY BY THE THE CONTRACTOR.
17. CONTRACTOR SHALL MAINTAIN BEST MANAGEMENT PRACTICES (BMP'S) AS REQUIRED BY THE REGULATORY AUTHORITIES. THESES BMP'S SHALL INCLUDE, BUT NOT LIMITED TO GEOFABRICS, SILT FENCE, CHECK DAMS, GABIONS, AND ANY OTHER MEANS NECESSARY TO PREVENT SEDIMENT DISCHARGE FROM THE DISTURBED AREAS. THIS WILL BE INCIDENTAL TO THE PROJECT AND SHALL NOT BE PAID SEPERATELY.
18. ALL ELEVATIONS, EXISTING AND PROPOSED, ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD-88).

ATTACHMENT A - E-BID #20150142
Page 2 of 23

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REV	DATE	BY	DESCRIPTION	REV	DATE	BY	DESCRIPTION

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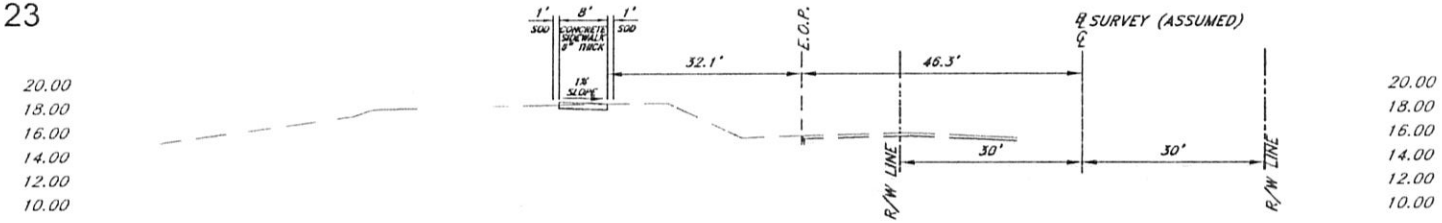
80 ROYAL PALM POINTE, SUITE 401 VERO BEACH, FL 32960
PHONE: (772) 569-5505 FAX: (772) 569-1455
E-MAIL: Civil@KnightMcGuire.com
CERTIFICATE OF AUTHORIZATION NUMBER - 00006335
DAVID S. KNIGHT, P.E.
LICENSE NUMBER - 0041060

CITY OF PORT ST. LUCIE
ST. LUCIE COUNTY, FLORIDA

SE TIFFANY AVENUE SIDEWALK
SUMMARY OF QUANTITIES/DETAILS AND CONSTRUCTION NOTES

SHEET NO.
2 OF 23



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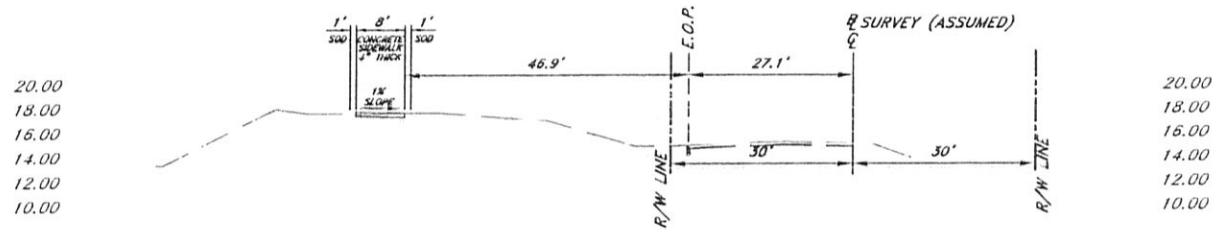

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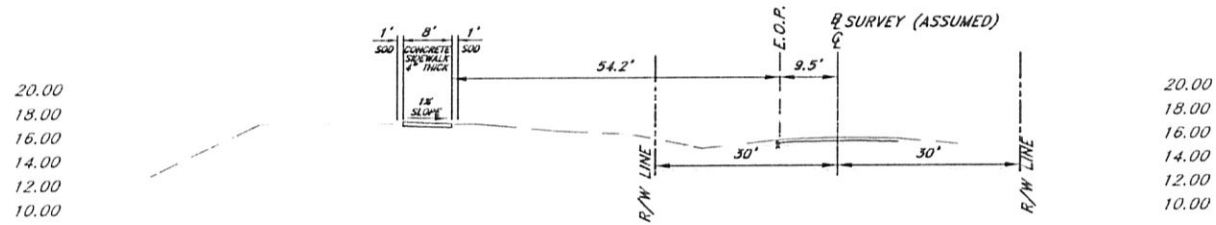

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STA. 105+62.37

Scale:
Horiz. 1"=20'
Vert. 1"=10'

REV	DATE	BY	DESCRIPTION	REV	DATE	BY	DESCRIPTION

KNIGHT, McGUIRE & ASSOCIATES, INC.
80 ROYAL PALM POINTE, SUITE 401 VERO BEACH, FL 32960
PHONE: (772) 569-5508 FAX: (772) 569-1455
E-MAIL: Civil@KnightMcGuire.com
CERTIFICATE OF AUTHORIZATION NUMBER - 00006335
DAVID S. KNIGHT, P.E.
LICENSE NUMBER - 0041060

CITY OF PORT ST. LUCIE
ST. LUCIE COUNTY, FLORIDA

SE TIFFANY AVENUE
TYPICAL SECTIONS

SHEET NO.
3 OF 23

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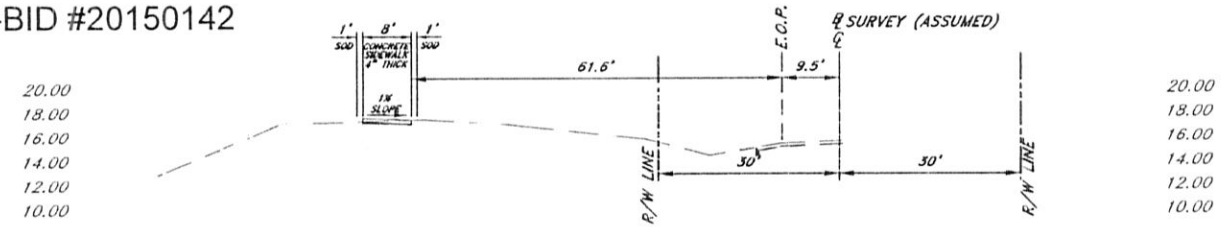

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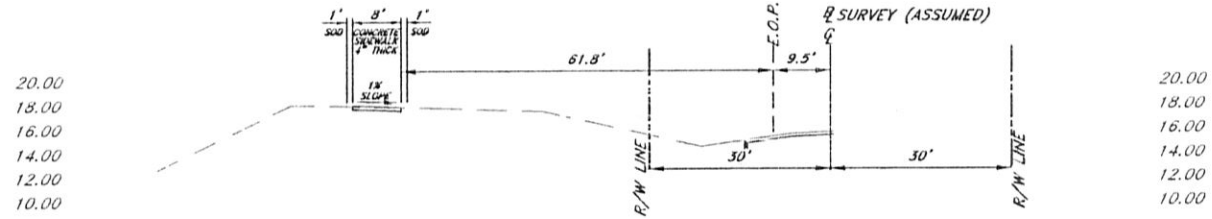

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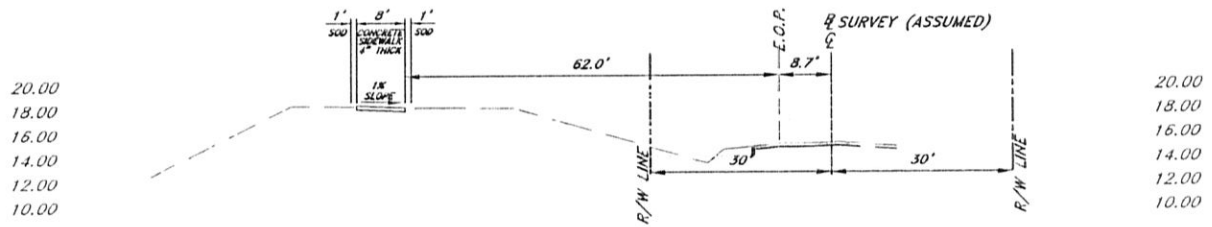

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STA. 111+99.40

Scale:
Horiz. 1"=20'
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REV	DATE	BY	DESCRIPTION	REV	DATE	BY	DESCRIPTION

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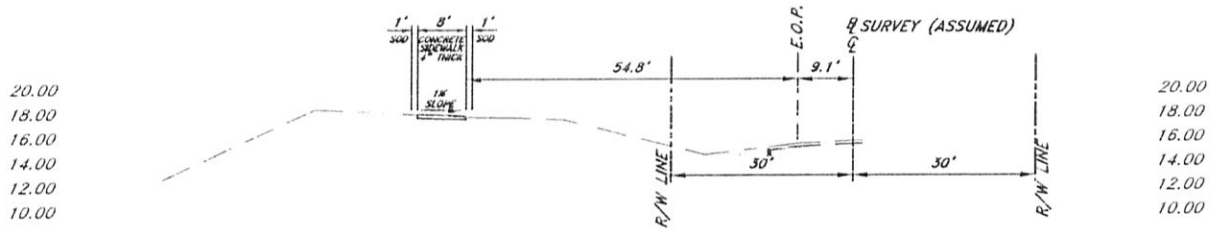
80 ROYAL PALM POINTE, SUITE 401 VERO BEACH, FL 32960
PHONE: (772) 569-5500 FAX: (772) 569-1455
E-MAIL: ChrisKnight@kMcGuire.com
CERTIFICATE OF AUTHORIZATION NUMBER - 00006335
DAVID S. KNIGHT, P.E.
LICENSE NUMBER - 0041060

CITY OF PORT ST. LUCIE
ST. LUCIE COUNTY, FLORIDA

SE TIFFANY AVENUE
TYPICAL SECTIONS

SHEET NO.
4 OF 23

TYPICAL SECTION G-G
STA. 114+06.60



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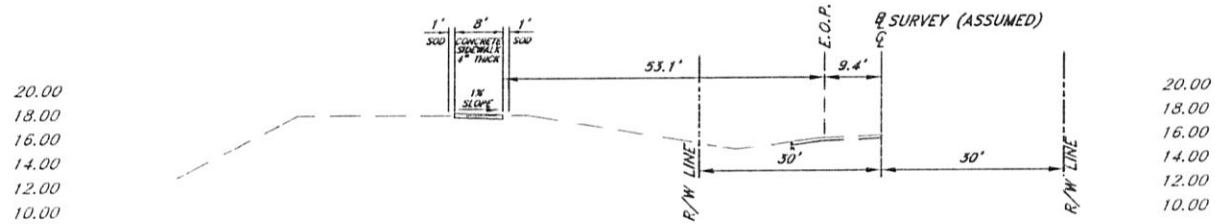

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Scale:
Horiz. 1"=20'
Vert. 1"=10'

REV	DATE	BY	DESCRIPTION	REV	DATE	BY	DESCRIPTION

KNIGHT, McGUIRE & ASSOCIATES, INC.
80 ROYAL PALM POINTE, SUITE 401 VERO BEACH, FL 32960
PHONE: (772) 569-5508 FAX: (772) 569-1455
E-MAIL: ChrisKnight@kMGuire.com
CERTIFICATE OF AUTHORIZATION NUMBER - 00008335
DAVID S. KNIGHT, P.E.
LICENSE NUMBER - 0041060

CITY OF PORT ST. LUCIE
ST. LUCIE COUNTY, FLORIDA

SE TIFFANY AVENUE
TYPICAL SECTIONS

SHEET NO.
5 OF 23

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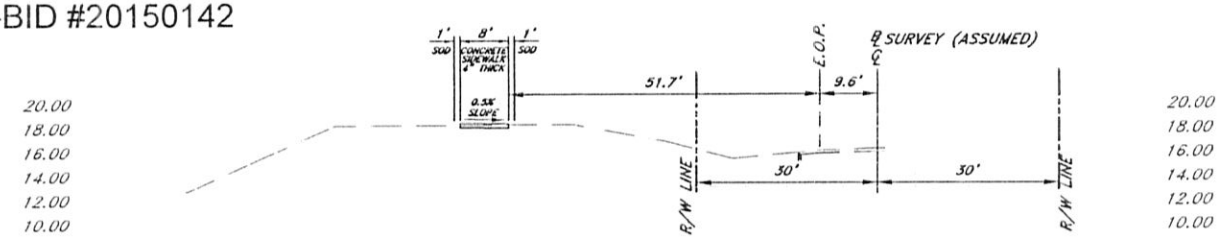

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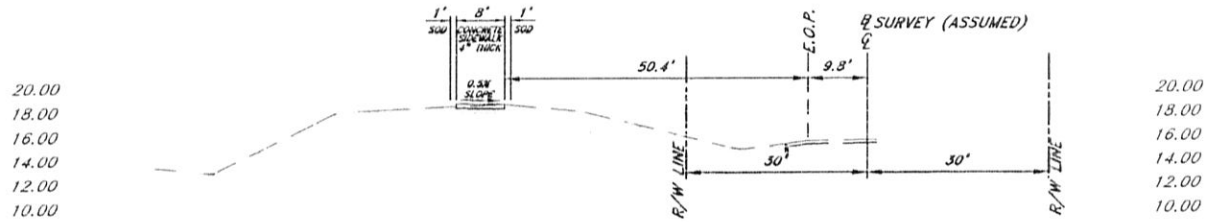

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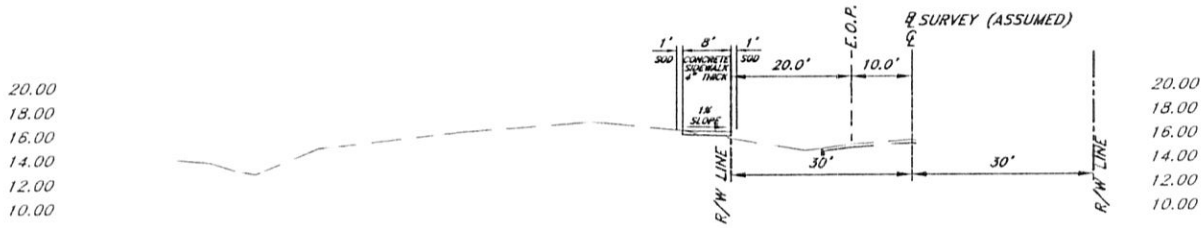

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Scale:
Horiz. 1"=20'
Vert. 1"=10'

REV	DATE	BY	DESCRIPTION	REV	DATE	BY	DESCRIPTION

KNIGHT, McGUIRE & ASSOCIATES, INC.
80 ROYAL PALM POINTE, SUITE 401 VERO BEACH, FL 32960
PHONE: (772) 569-5508 FAX: (772) 569-1455
E-MAIL: Chris@KnightMcGuire.com
CERTIFICATE OF AUTHORIZATION NUMBER - 00006338
DAVID S. KNIGHT, P.E.
LICENSE NUMBER - 0041060

CITY OF PORT ST. LUCIE
ST. LUCIE COUNTY, FLORIDA

SE TIFFANY AVENUE
TYPICAL SECTIONS

SHEET NO.
6 OF 23

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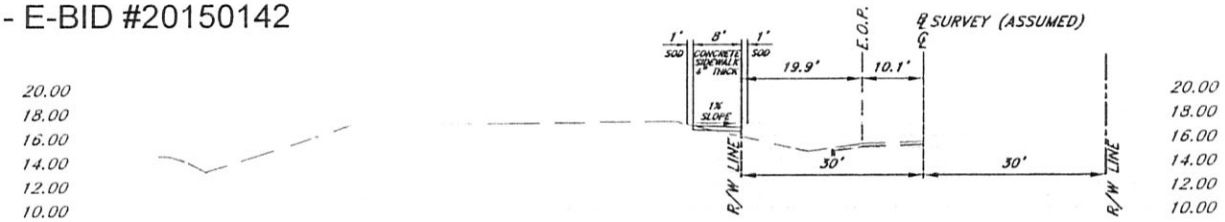

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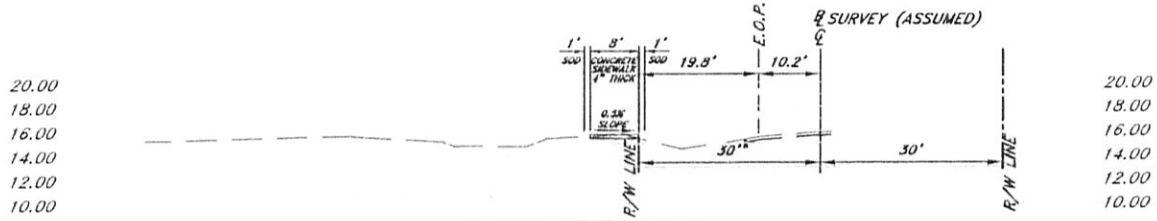

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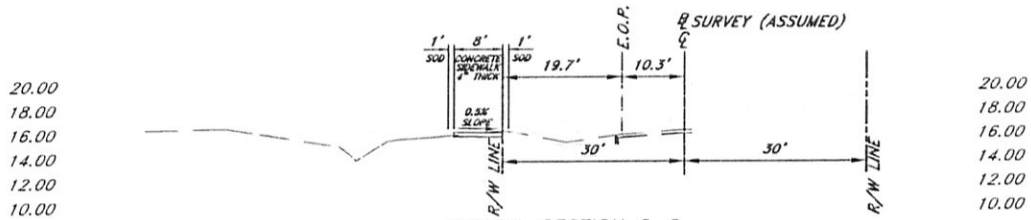

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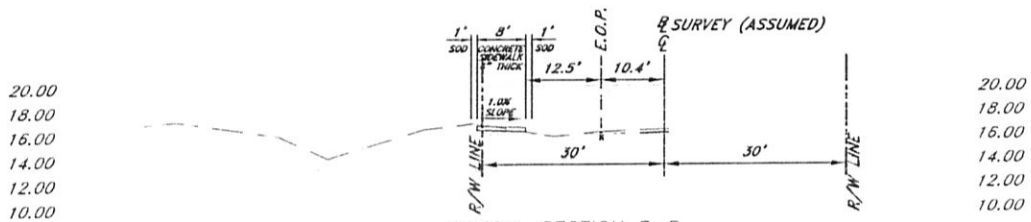

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Scale:
Horiz. 1"=20'
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REV	DATE	BY	DESCRIPTION	REV	DATE	BY	DESCRIPTION

KNIGHT, McGUIRE & ASSOCIATES, INC.
80 ROYAL PALM POINTE, SUITE 401 VERO BEACH, FL 32960
PHONE: (772) 569-5805 FAX: (772) 569-1455
E-MAIL: Chris@KnightMcGuire.com
CERTIFICATE OF AUTHORIZATION NUMBER – 00006335
DAVID S. KNIGHT, P.E.
LICENSE NUMBER – 0041060

CITY OF PORT ST. LUCIE
ST. LUCIE COUNTY, FLORIDA

SE TIFFANY AVENUE
TYPICAL SECTIONS

SHEET NO.
7 OF 23

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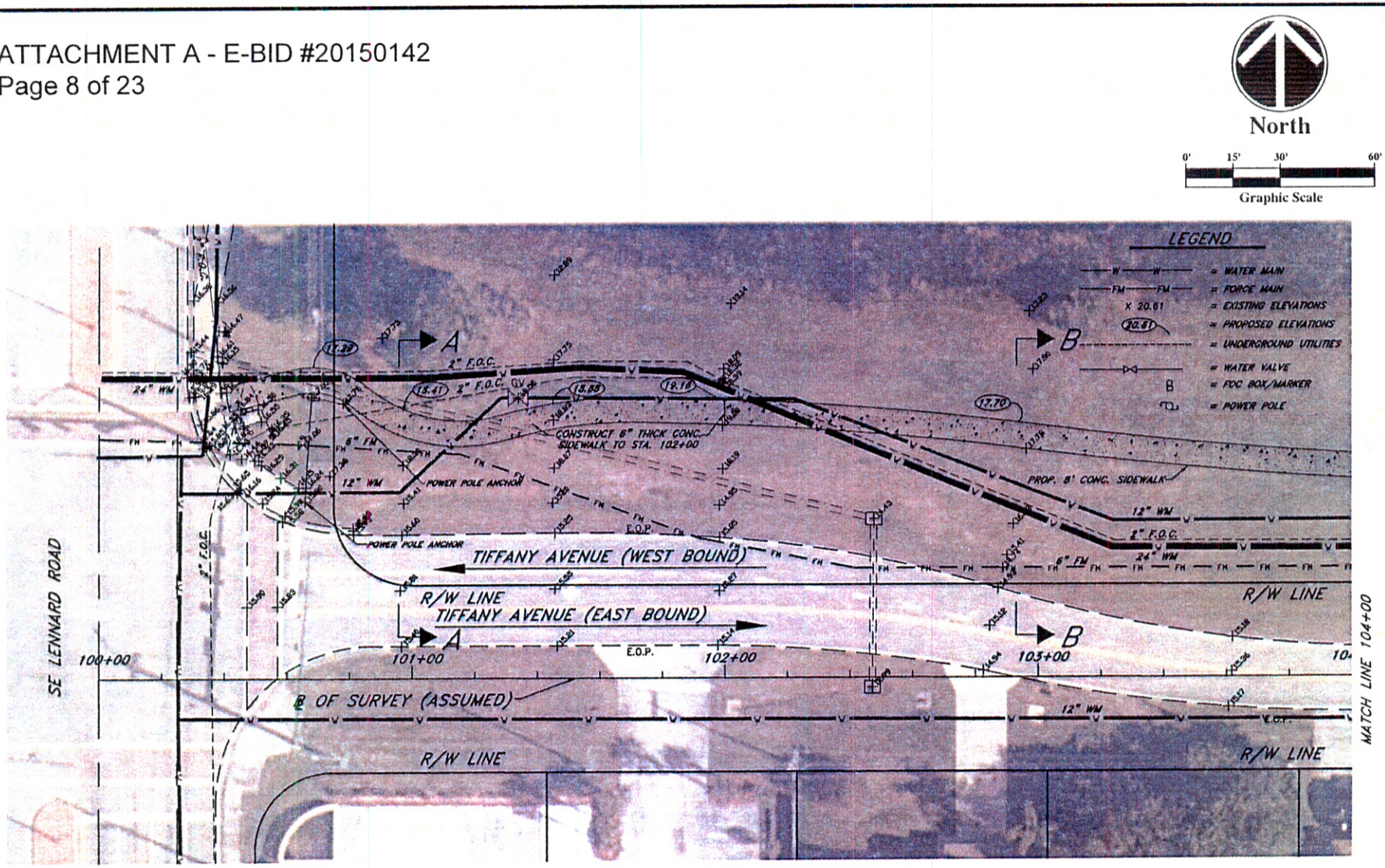


REV	DATE	BY	DESCRIPTION	REV	DATE	BY	DESCRIPTION

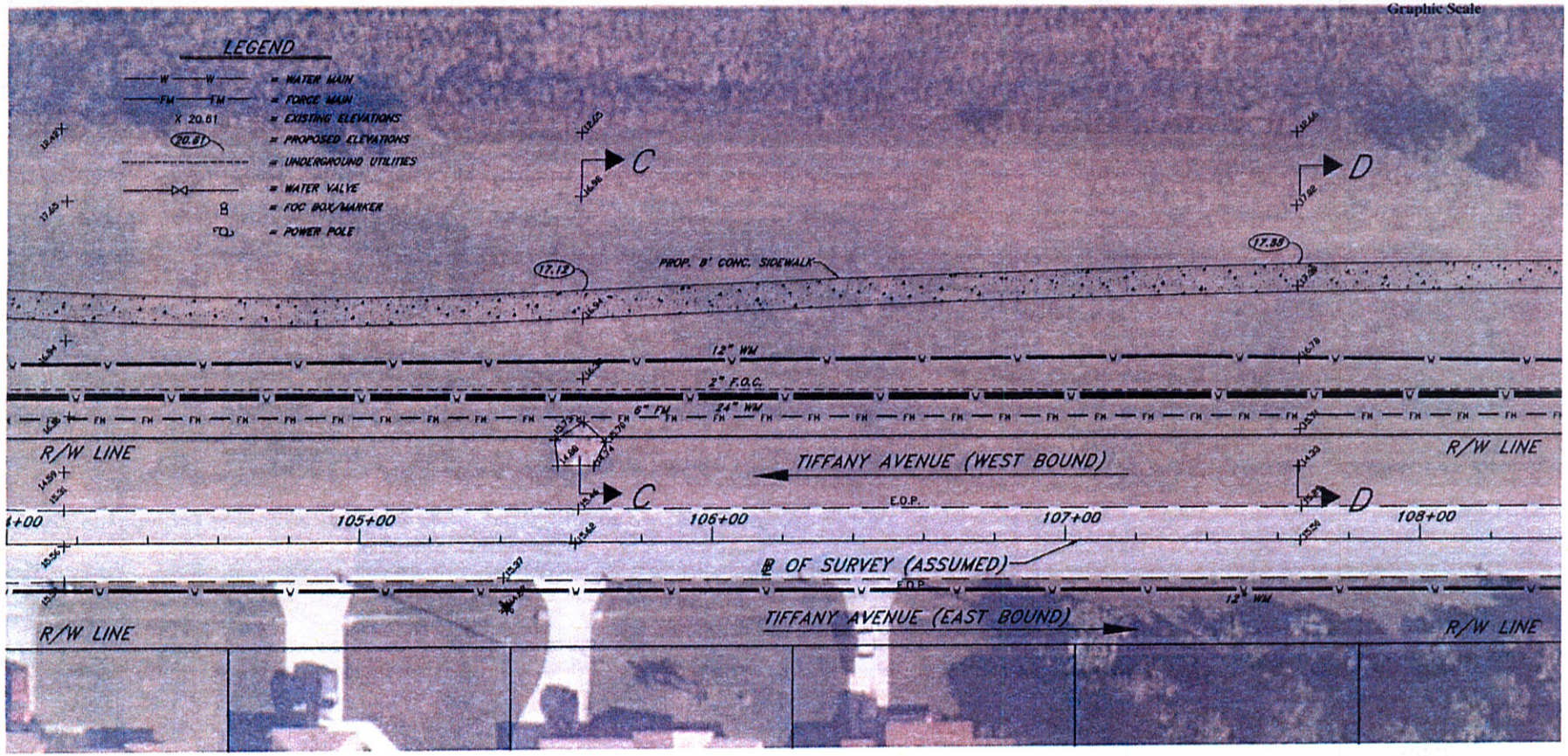
KNIGHT, McGUIRE & ASSOCIATES, INC.
80 ROYAL PALM POINTE, SUITE 401 VERO BEACH, FL 32960
PHONE: (772) 569-5505 FAX: (772) 569-1455
E-MAIL: CivilesKnightMcGuire.com
CERTIFICATE OF AUTHORIZATION NUMBER - 00006335
DAVID S. KNIGHT, P.E.
LICENSE NUMBER - 0041060

CITY OF PORT ST. LUCIE
ST. LUCIE COUNTY, FLORIDA

SE TIFFANY AVENUE
SIDEWALK PLAN

SHEET NO.
8 of 23

J:\15-022 PSL Tiffany Ave Sidewalk\Drawings\Civil\Permitting\15-022 Base1b.dwg by ChrisGoetzfried on Jul 16, 2015



REV	DATE	BY	DESCRIPTION	REV	DATE	BY	DESCRIPTION

KNIGHT, McGUIRE & ASSOCIATES, INC.
80 ROYAL PALM POINTE, SUITE 401 VERO BEACH, FL 32960
PHONE: (772) 569-5505 FAX: (772) 569-1455
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CERTIFICATE OF AUTHORIZATION NUMBER – 00006335
DAVID S. KNIGHT, P.E.
LICENSE NUMBER – 0041060

CITY OF PORT ST. LUCIE
ST. LUCIE COUNTY, FLORIDA

SE TIFFANY AVENUE
SIDEWALK PLAN

SHEET NO.
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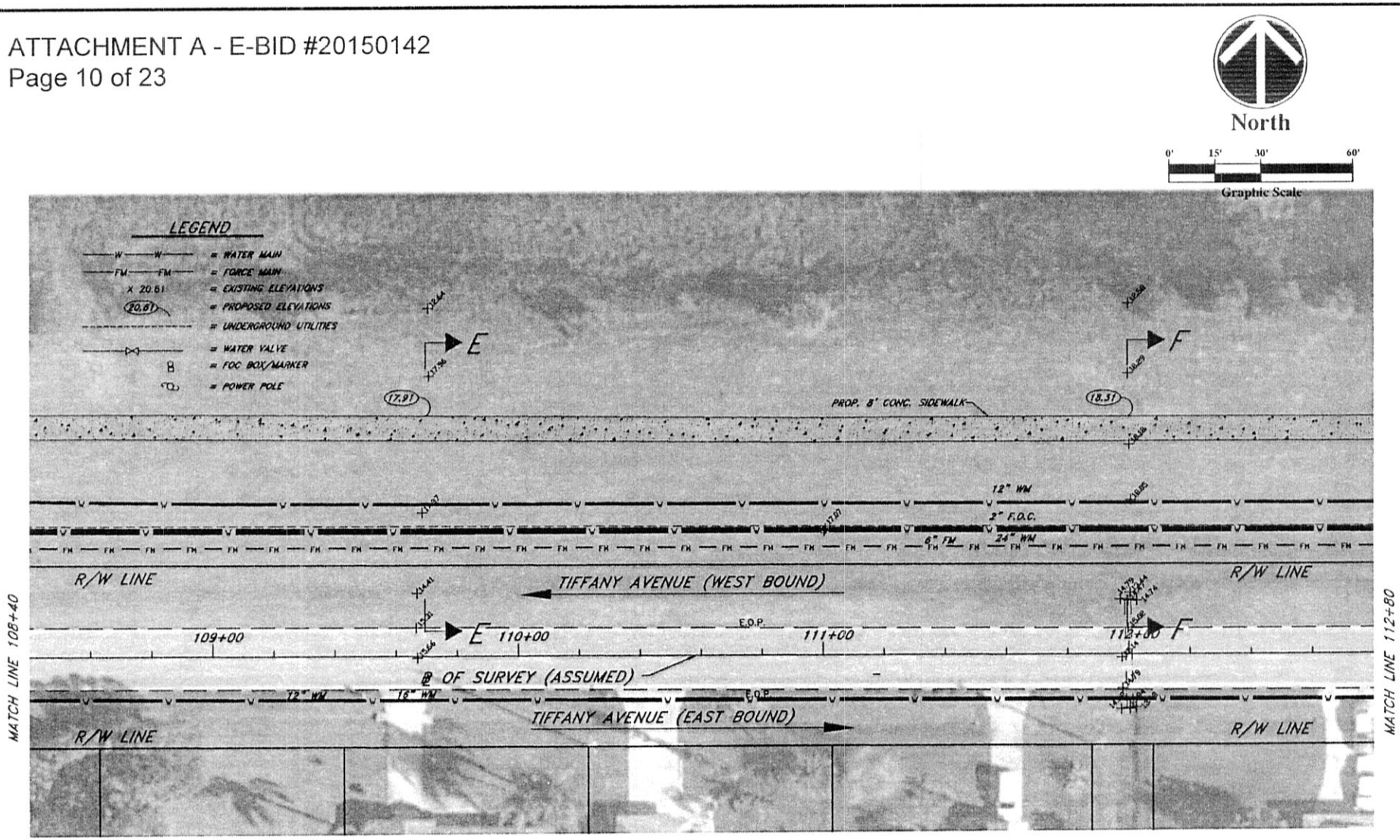

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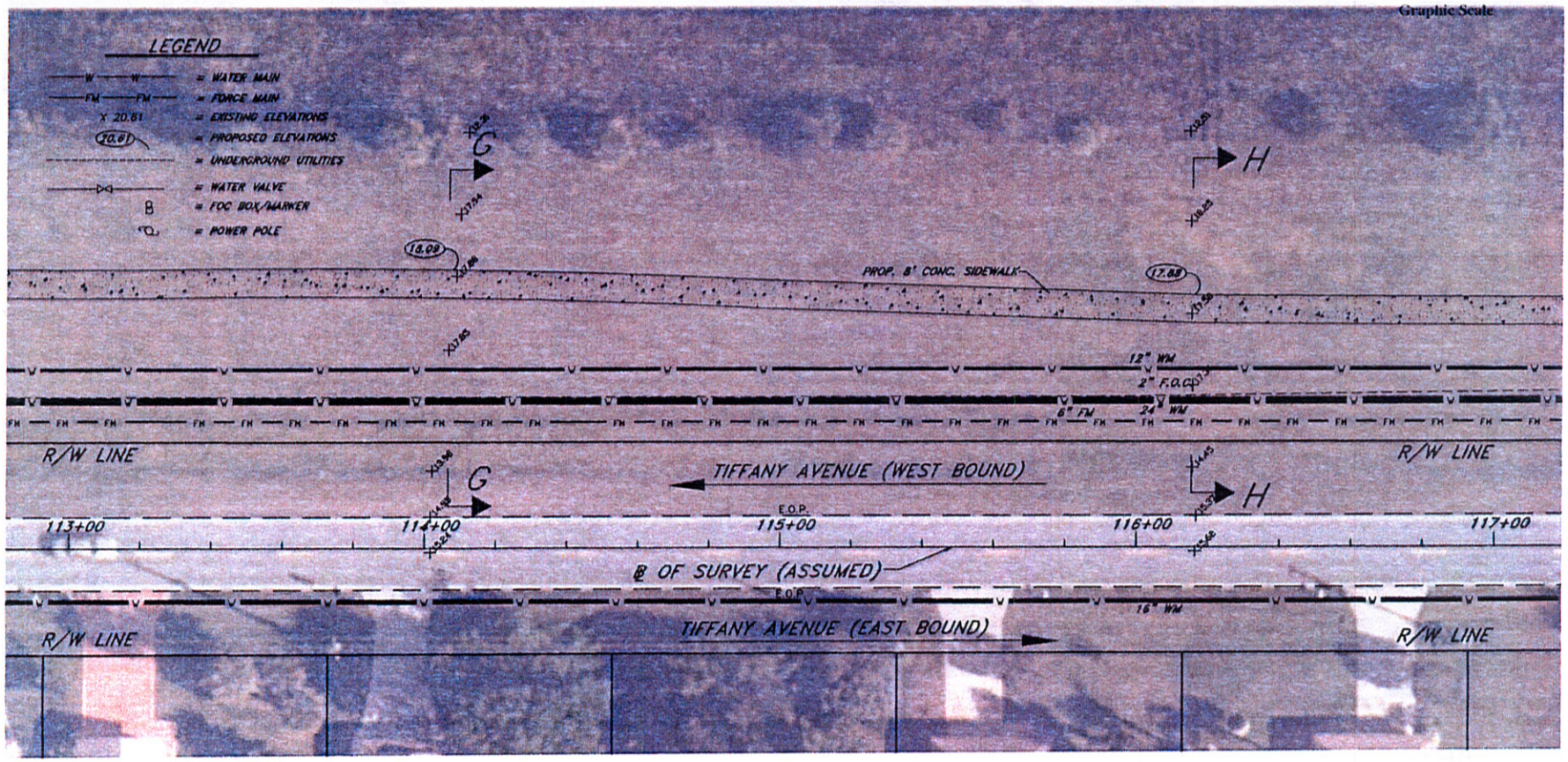

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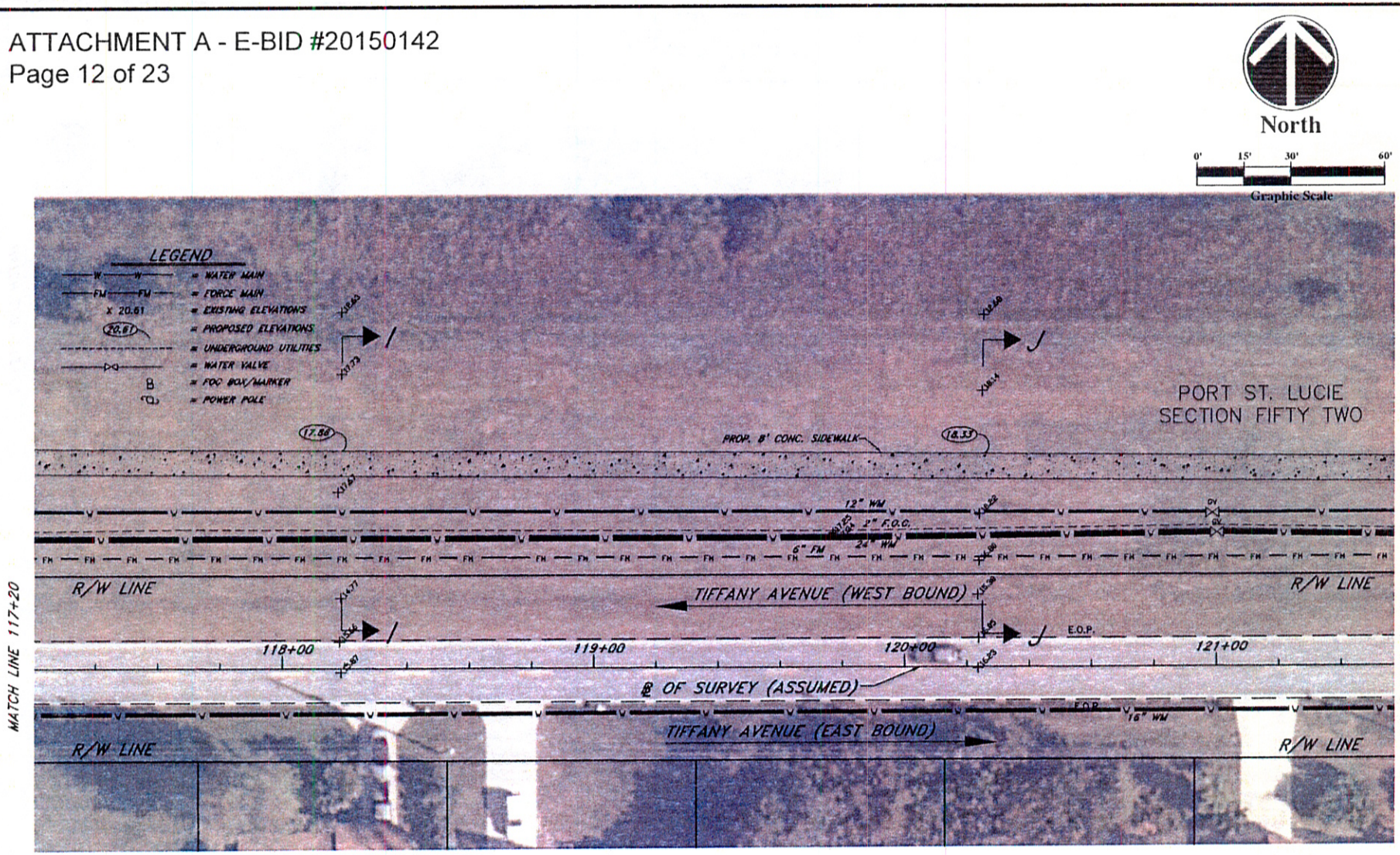

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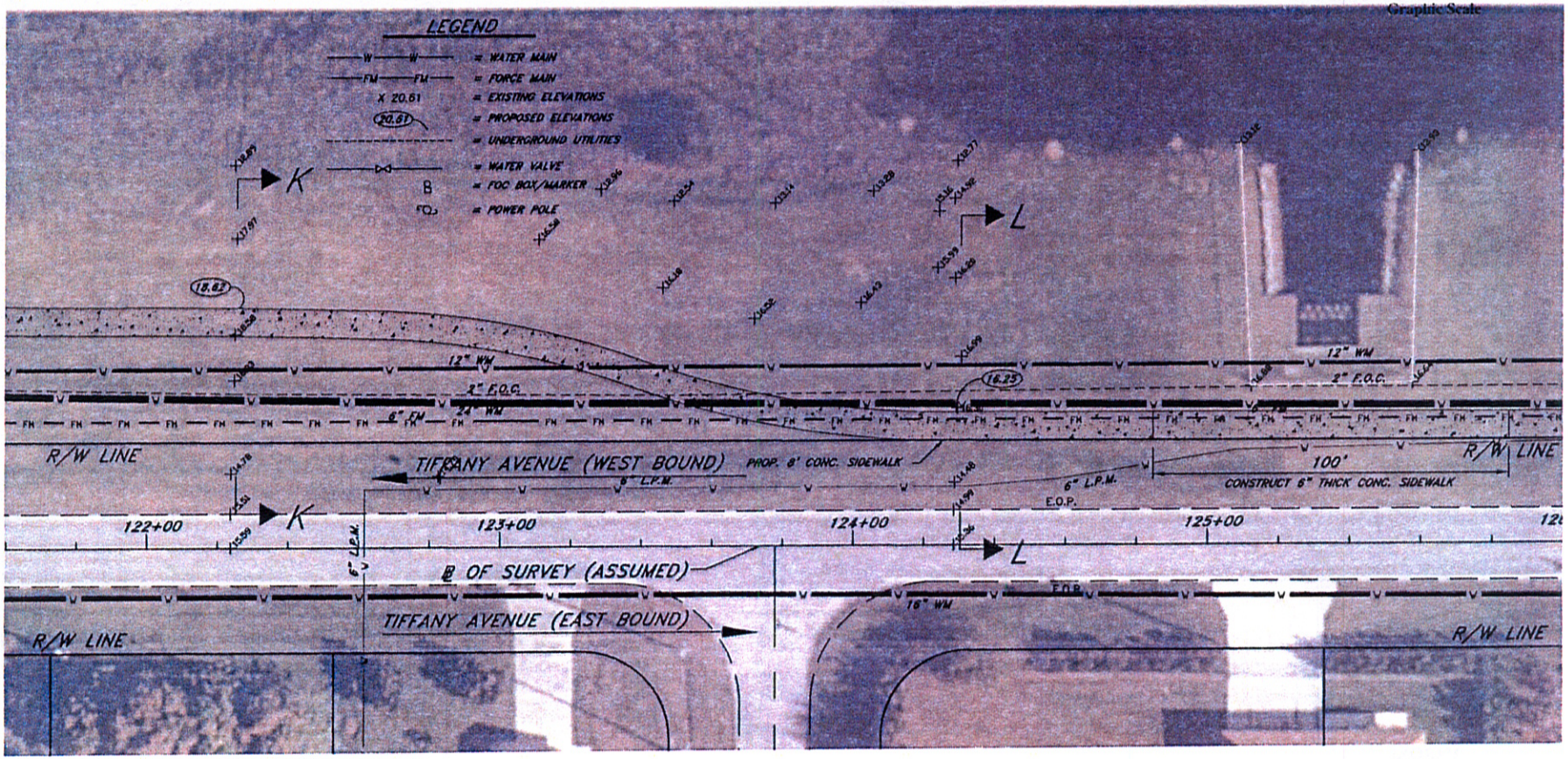
North

0' 15' 30' 60'
Graphic Scale



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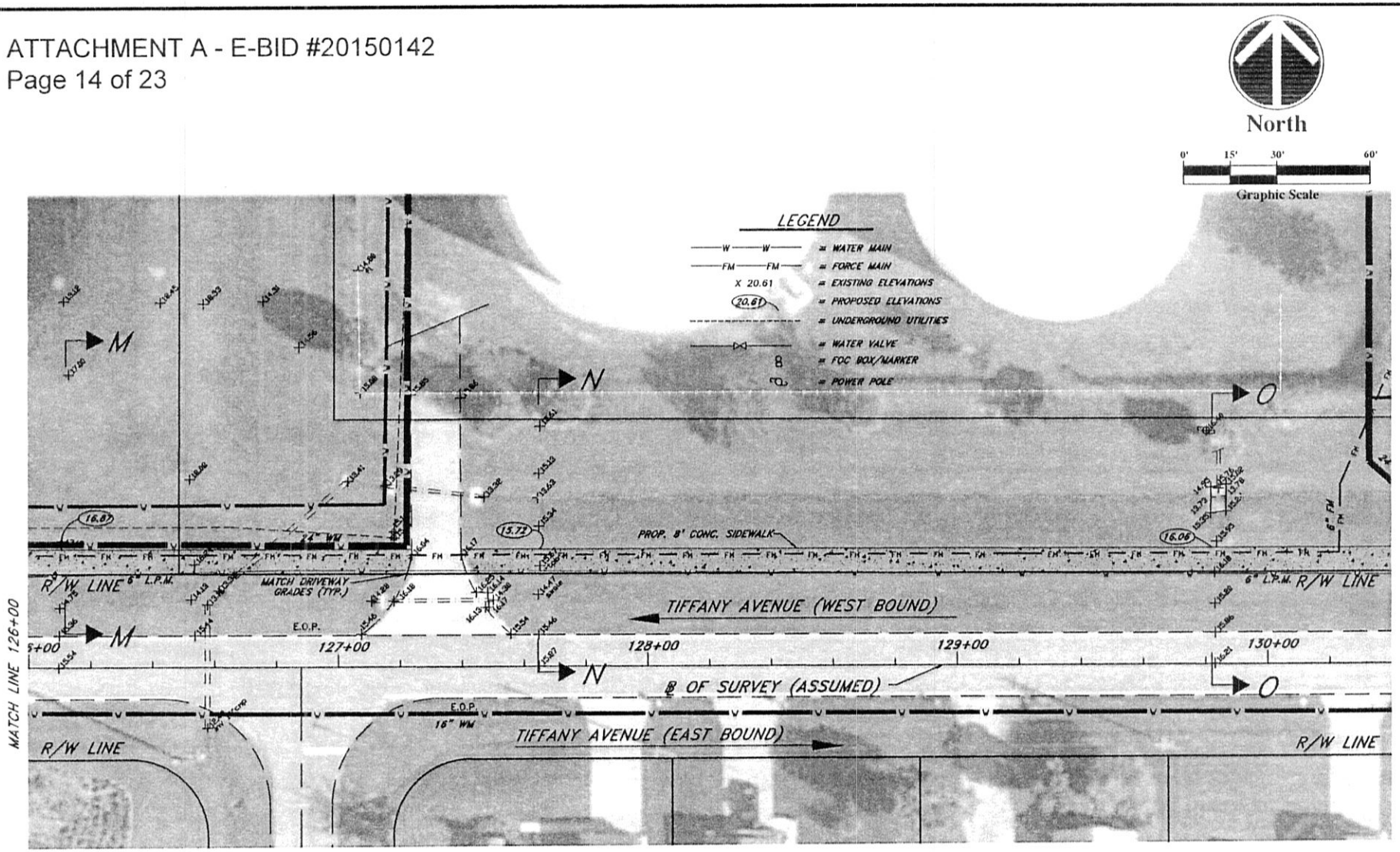

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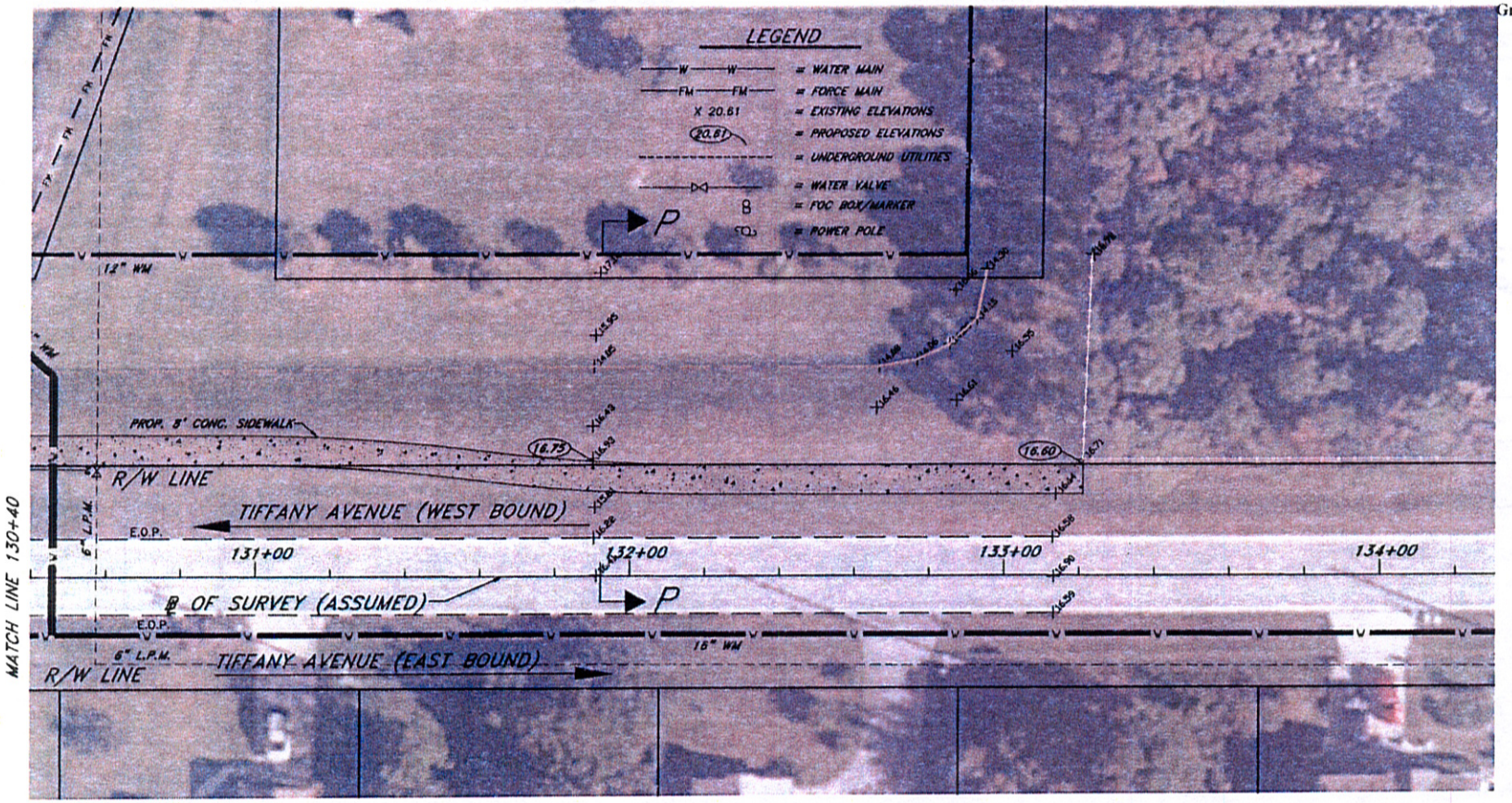

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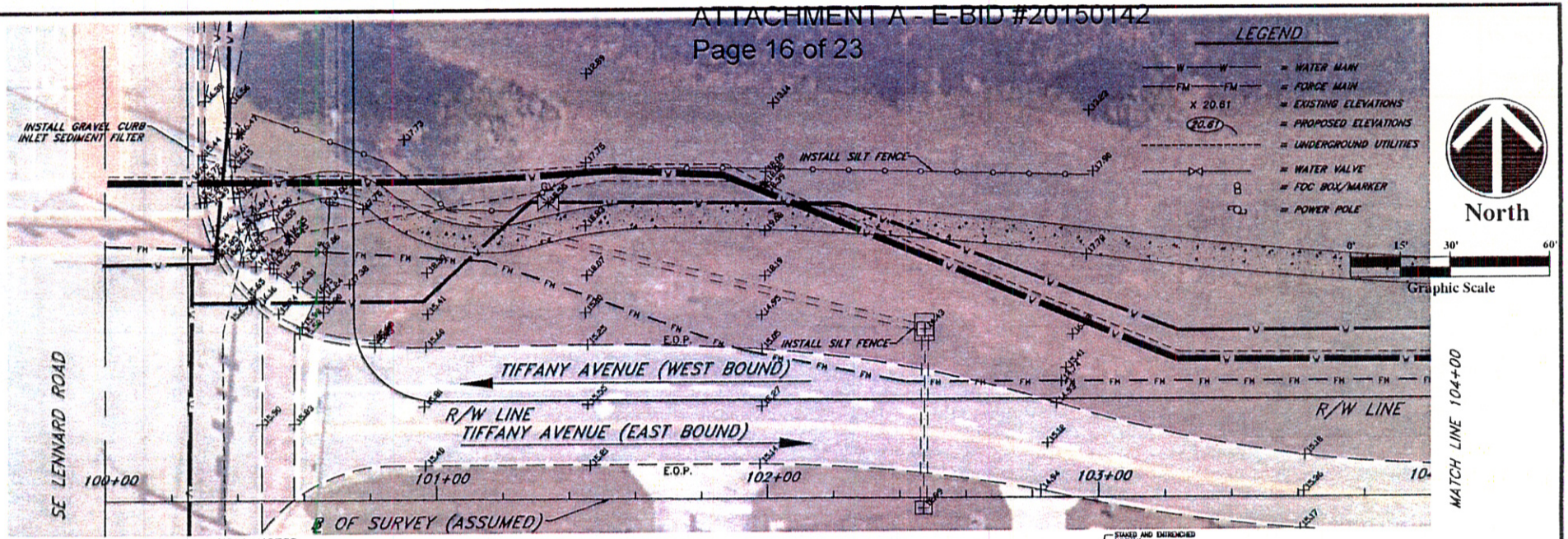
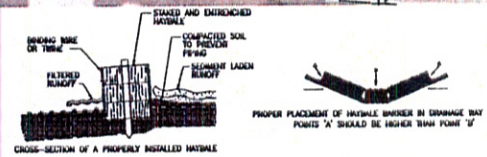


EROSION AND SEDIMENT CONTROL NOTES

1. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING SILT UPON THE EXTENT OF THE ON-SITE AND ADJACENT ROW ALIGNMENT AND CLEAN IN ALL DITCHES AND SWALES AT COMPLETION OF CONSTRUCTION.
2. THE SITE CONTRACTOR IS RESPONSIBLE FOR REMOVING THE TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES AFTER COMPLETION OF CONSTRUCTION AND ONLY WHEN AREAS HAVE BEEN STABILIZED.
3. ADDITIONAL PROTECTION – ON-SITE PROTECTION MUST BE PROVIDED THAT WILL NOT PERMIT SILT TO LEAVE THE PROJECT CONFINES DUE TO UNFORSEEN CONDITIONS OR ACCIDENTS.
4. CONTRACTOR SHALL INSURE THAT ALL DRAINAGE STRUCTURES, PIPES, ETC. ARE CLEANED AND STABILIZED PRIOR TO FINAL OR ACCEPTANCE.
5. WIRE MESH SHALL BE LAID OVER THE TOP DROP INLET SO THAT THE WIRE EXTENDS A MINIMUM OF 1 FOOT BEYOND EACH SIDE OF THE INLET STRUCTURE. HARDWARE CLOTH OR COMPARABLE WIRE MESH WITH 1/4 INCH OPENINGS SHALL BE USED. IF MORE THAN ONE STRIP OF MESH IS NECESSARY, THE STRIPS SHALL BE OVERLAPPED.
6. FOUR NO. 1 COARSE AGGREGATE SHALL BE PLACED OVER THE WIRE MESH AS PROVIDED ON DETAIL. THE DEPTH OF STONE SHALL BE AT LEAST 12 INCHES OVER THE ENTIRE INLET OPENING. THE STONE SHALL EXTEND TO TOP OF THE INLET STRUCTURE AT LEAST 18 INCHES ON ALL SIDES. THE STONE FILTER MATERIAL SHOULD BE REPLACED WITH SIMILAR MATERIAL IF NO LONGER ADEQUATELY PERFORMING ITS FUNCTION. THE STONES MUST BE PULLED AWAY FROM THE INLET, CLEANED AND REPLACED.
7. BALES SHALL BE EITHER WIRE-BOUND OR STRING-TIED WITH THE BINDINGS ORIENTED AROUND THE SIDES RATHER THAN OVER AND UNDER THE BALES.
8. BALES SHALL BE PLACED LENGTHWISE IN UPSLOPE ROW MINIMIZING THE GAPS WITH NO GAPS OF ADJACENT BALES PRESSED TOGETHER.
9. THE FILTER BARRIER SHALL BE ANCHORED AND BACKFILLED. A TRENCH SHALL BE EXCAVATED AROUND THE INLET AND WIDTH OF A BALE TO A MINIMUM DEPTH OF FOUR INCHES. AFTER THE BALES ARE STAKED, THE EXCAVATED SOIL SHALL BE BACKFILLED AND COMPACTED AGAINST THE FILTER BARRIER.
10. EACH BALE SHALL BE SECURELY ANCHORED AND HELD IN PLACE BY AT LEAST TWO STAKES OR REBARS DRIVEN THROUGH THE BALE.
11. LOOSE STRAW SHOULD BE WEDGED BETWEEN BALES TO PREVENT WATER FROM ENTERING BETWEEN BALES.
12. HAYBALE BARRIERS SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL.
13. CLOSE ATTENTION SHOULD BE PAID TO THE REPAIR OF DAMAGED BALES, END RUNS AND UNDERCUTTING BENEATH BALES.
14. NECESSARY REPAIRS TO BARRIERS OR REPLACEMENT OF BALES SHALL BE ACCOMPLISHED PROMPTLY.
15. SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH RAINFALL. THEY MUST BE REMOVED WHEN THE LEVEL OF DEPOSITION REACHES APPROXIMATELY ONE-HALF THE HEIGHT OF THE BARRIER.
16. ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE HAYBALE BARRIER IS NO LONGER NEEDED SHALL BE DRESSED TO CONFORM TO THE EXISTING GRADE, PREPARED AND SEEDED.
17. SILT FENCES AND OTHER BARRIERS SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL. ANY REQUIRED REPAIRS SHALL BE MADE IMMEDIATELY.
18. SHOULD THE FABRIC ON A SILT FENCE OR FILTER BARRIER DECOMPOSE OR BECOME INEFFECTIVE PRIOR TO THE END OF THE EXPECTED USABLE LIFE AND THE BARRIER IS STILL NECESSARY, THE FABRIC SHALL BE REPLACED PROMPTLY.
19. THE STRUCTURE SHALL BE INSPECTED AFTER EACH RAIN AND REPAIRS MADE AS NEEDED.
20. SEDIMENT SHALL BE REMOVED AND THE TRAP RESTORED TO ITS ORIGINAL DIMENSIONS WHEN THE SEDIMENT HAS ACCUMULATED TO ONE-HALF THE DESIGN DEPTH OF THE TRAP. REMOVED SEDIMENT SHALL BE DEPOSITED IN A SUITABLE AREA AND IN SUCH A MANNER THAT IT WILL NOT ERODE.
21. THE CONTRACTOR IS RESPONSIBLE FOR FOLLOWING THE BEST EROSION AND SEDIMENT CONTROL PRACTICES AS OUTLINED IN THE PLANS, SPECIFICATIONS AND APPLICABLE WATER MANAGEMENT DISTRICT PERMIT(S) FOR THIS PROJECT.
22. FOR ADDITIONAL INFORMATION ON SEDIMENT AND EROSION CONTROL REFER TO "THE FLORIDA DEVELOPMENT MANUAL – A GUIDE TO SOUND LAND AND WATER MANAGEMENT" FROM THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL REGULATION (FDER), CHAPTER 6.
23. EROSION AND SEDIMENT CONTROL BARRIERS SHALL BE PLACED ADJACENT TO ALL WETLAND AREAS WHERE THERE IS POTENTIAL FOR DOWNSTREAM WATER QUALITY DEGRADATION.
24. ALL DISTURBED AREAS SHALL BE GRASSED, FERTILIZED, MULCHED AND MAINTAINED UNTIL A PERMANENT VEGETATIVE COVER IS ESTABLISHED.
25. SOD SHALL BE PLACED IN AREAS WHICH MAY REQUIRE IMMEDIATE EROSION PROTECTION TO ENSURE WATER QUALITY STANDARDS ARE MAINTAINED.
26. ANY DISCHARGE FROM DEWATERING ACTIVITY SHALL BE FILTERED AND CONVEYED TO THE OUTFALL BY A MANNER WHICH PREVENTS EROSION AND TRANSPORTATION OF SUSPENDED SOLIDS TO THE RECEIVING OUTFALL.
27. DEWATERING PUMPS SHALL NOT EXCEED THE CAPACITY OF THAT WHICH REQUIRES A CONSUMPTIVE USE PERMIT FROM THE APPLICABLE WATER MANAGEMENT DISTRICT.
28. ALL DISTURBED AREAS TO BE STABILIZED IMMEDIATELY CONSTRUCTION ACTIVITIES HAVE CEASED AND GRASSING ALL FILL SLOPES 3:1 OR STEEPER TO ARRESTED SOLID SOIL.
29. ALL DEWATERING, EROSION, AND SEDIMENT CONTROL TO REMAIN IN PLACE AFTER COMPLETION OF CONSTRUCTION AND BE REMOVED DAILY WHEN AREAS HAVE BEEN STABILIZED.
30. THIS PLAN INDICATES THE MINIMUM EROSION AND SEDIMENT CONTROL MEASURES REQUIRED FOR THIS PROJECT. THE CONTRACTOR IS RESPONSIBLE FOR MEETING ALL APPLICABLE RULES, REGULATIONS AND WATER QUALITY GUIDELINES AND MAY NEED TO INSTALL ADDITIONAL CONTROLS.
31. ALL EXCAVATIONS AND EARTHWORK SHALL BE DONE IN A MANNER TO MINIMIZE WATER TURBIDITY AND POLLUTION. DISCHARGE SHALL BE CONTROLLED AND REROUTED THROUGH HAY FILTERS, SEDIMENT BASINS AND SUMPS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PREVENTION, CORRECTION, CONTROL AND ABATEMENT OF EROSION AND WATER POLLUTION IN ACCORDANCE WITH CHAPTER 17-4, FLORIDA ADMINISTRATIVE CODE.
32. THE CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL OF ANY SEDIMENT THAT LEAVES THE SITE AND CHANGES ANY DOWNSTREAM CONDITIONS BY BLOCKING CHANNEL BOTTOMS AND/OR CLOGGING OUTFALL DRAINS.
33. THE CONTRACTOR SHALL PAY FOR ANY WATER QUALITY CONTROL VIOLATIONS FROM ANY AGENCY THAT RESULTS IN FINES WERE ASSESSED TO THE OWNER BECAUSE OF THE CONTRACTOR'S FAILURE TO ELIMINATE AGAIN REMOVE THE SILT FROM THE SITE AND MAINTAIN BACKGROUND LEVELS ABOVE EXISTING BACKGROUND LEVEL.

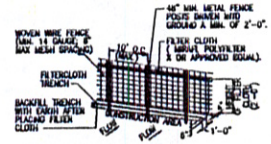


CROSS-SECTION OF A PROPERLY INSTALLED HAYBALE

PROPER PLACEMENT OF HAYBALE BARRIER IN DRAINAGE WAY
POINTS 'A' SHOULD BE HIGHER THAN POINT 'B'

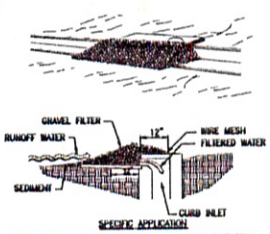
NOTES:
1. EXCAVATE THE TRENCH
2. PLACE AND STAKE HAYBALES
3. WEDGE LOOSE STRAW BETWEEN BALES
4. BACKFILL AND COMPACT THE EXCAVATED SOIL

HAYBALE BARRIER



CONSTRUCTION SPECIFICATIONS
1. WOVEN WIRE FENCE TO BE FASTENED SECURELY TO FENCE POSTS BY USE OF WIRE TIES.
2. FILTER CLOTH TO BE FASTENED SECURELY TO WOVEN WIRE FENCE BY USE OF WIRE TIES SPACED EVERY 24" x 24".
3. SILT FENCES TO BE INSTALLED IN LOCATIONS AS SHOWN ON THE EROSION AND SEDIMENT CONTROL PLAN PRIOR TO BEGINNING OF CONSTRUCTION TO CONTROL SEDIMENT.
4. SILT FENCES TO BE MAINTAINED AND CLEANED AS NECESSARY TO MAINTAIN IN FUNCTIONAL CONDITION.
5. SILT FENCING TO BE REMOVED AND THE AREA TO BE RESTORED TO ITS NATURAL CONDITION WHEN PERMANENT EROSION AND SEDIMENT CONTROL PROCEDURES ARE EFFECTIVE.

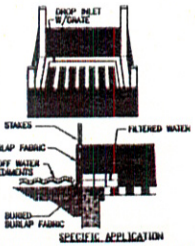
FILTER FENCE



SPECIFIC APPLICATION

THIS METHOD OF INLET PROTECTION IS APPLICABLE AT CURB INLETS WHERE PONDING IN FRONT OF THE STRUCTURE IS NOT LIKELY TO CAUSE INCONVENIENCE OR DAMAGE TO ADJACENT STRUCTURAL AND UNPROTECTED AREAS.

GRAVEL CURB INLET SEDIMENT FILTER



SPECIFIC APPLICATION

THIS METHOD OF INLET PROTECTION IS APPLICABLE WHERE THE INLET DRAINS A RELATIVELY FLAT AREA (SLOPES NO GREATER THAN 5%) WHERE SHEET OR OVERLAND FLOWS (NOT EXCEEDING 0.5 CFS) ARE TYPICAL. THE METHOD SHALL NOT APPLY TO INLETS RECEIVING CONCENTRATED FLOWS, SUCH AS IN STREET OR HIGHWAY MEDIANS.

BURLAP DROP INLET SEDIMENT FILTER

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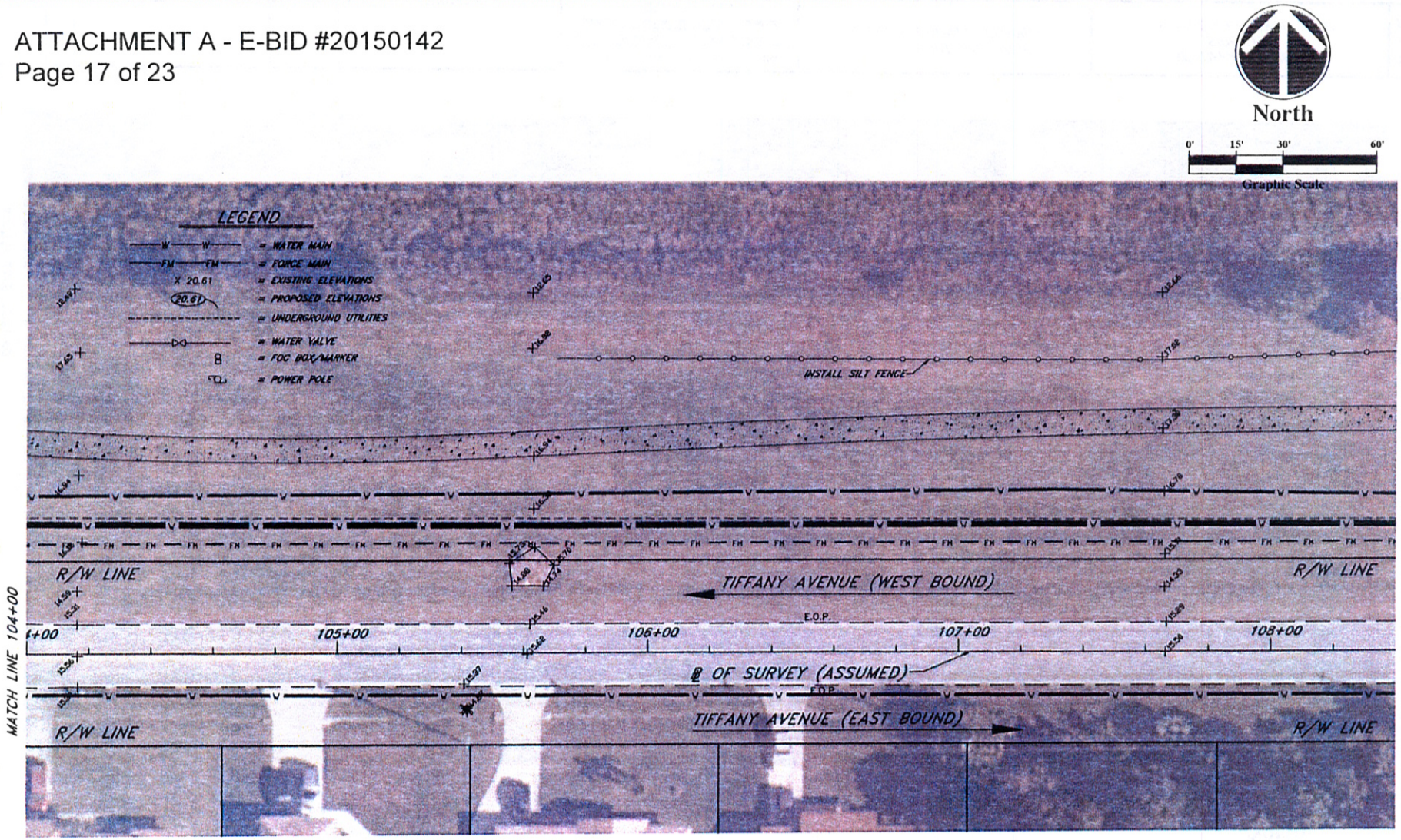

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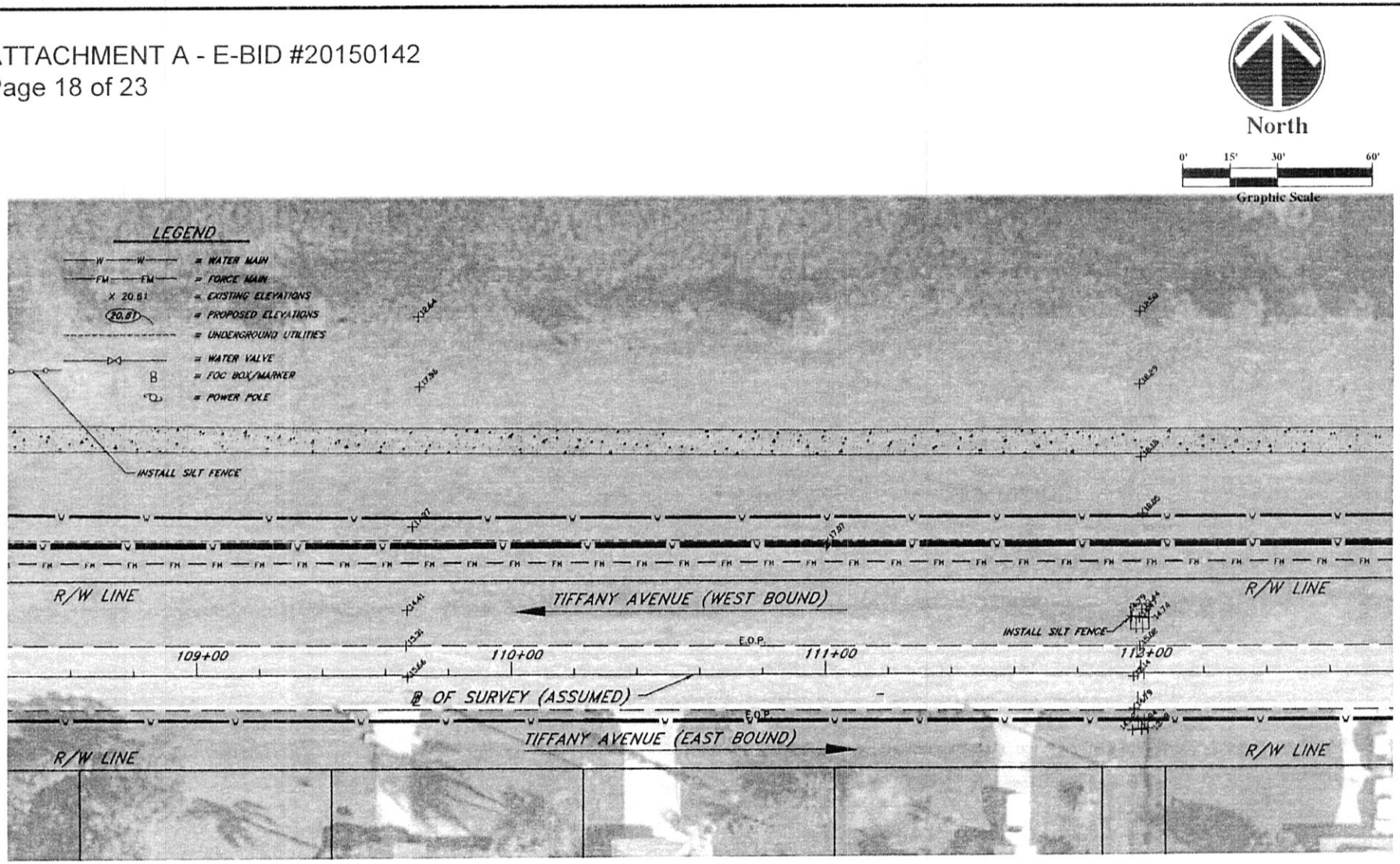

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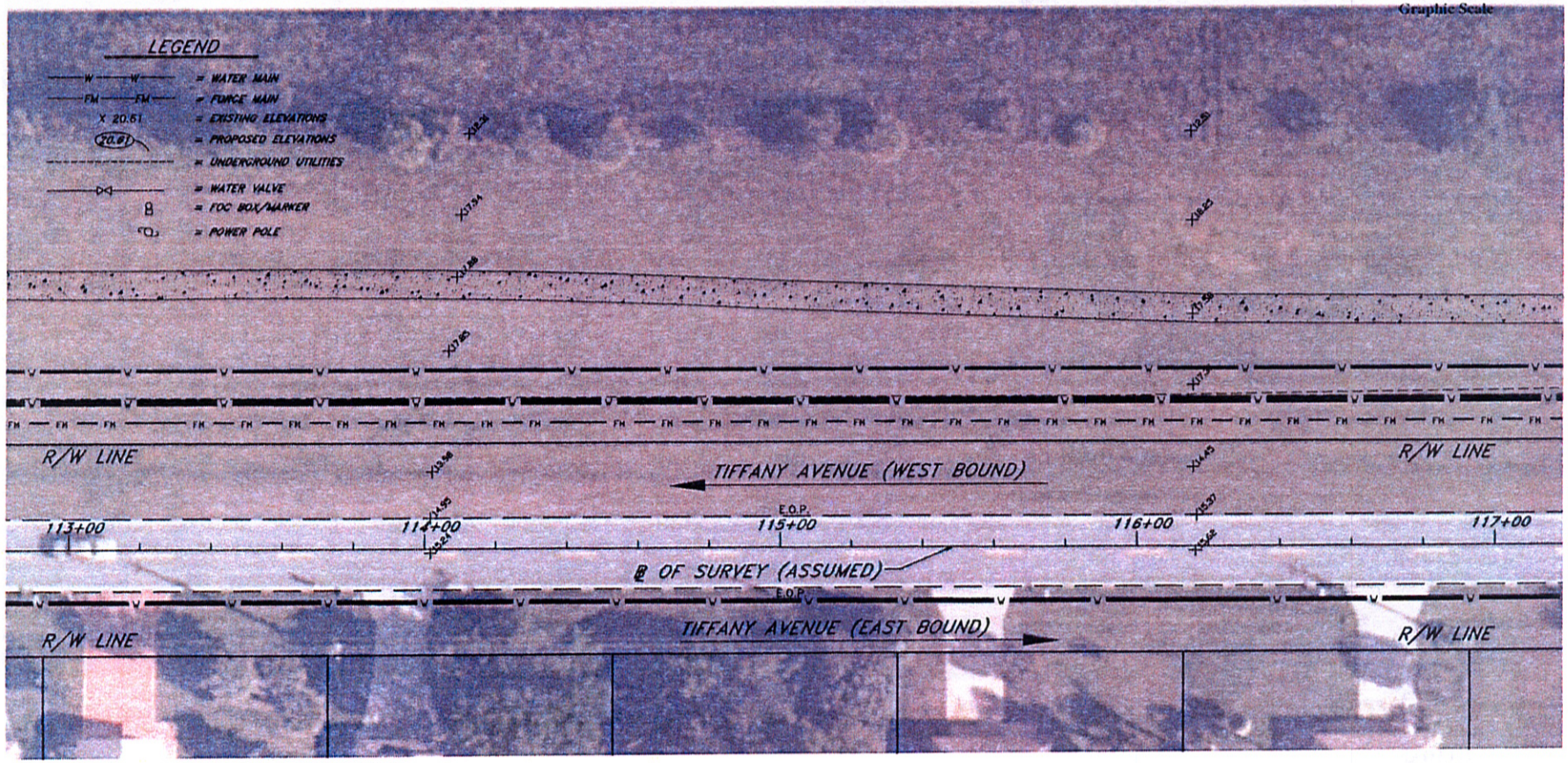

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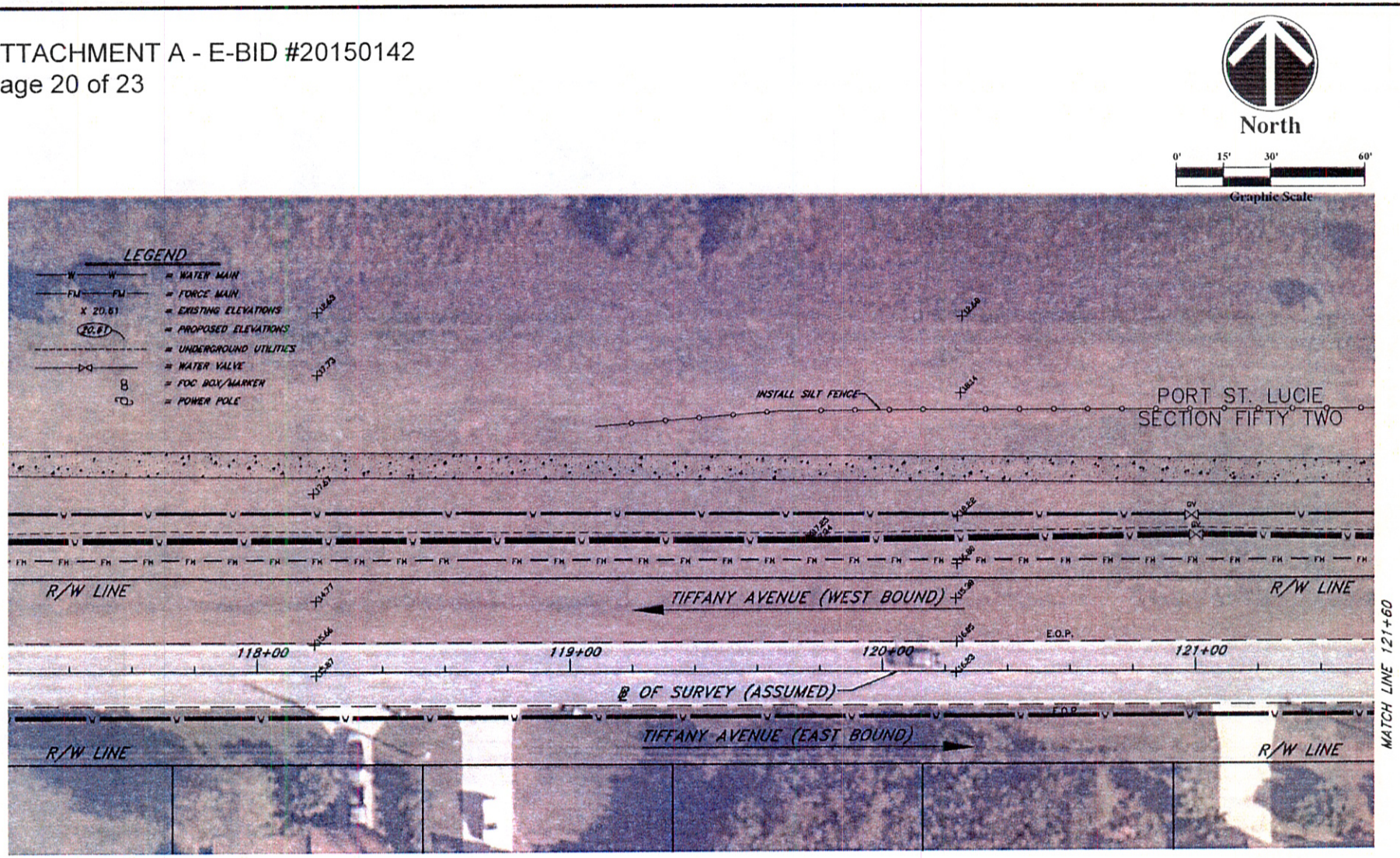

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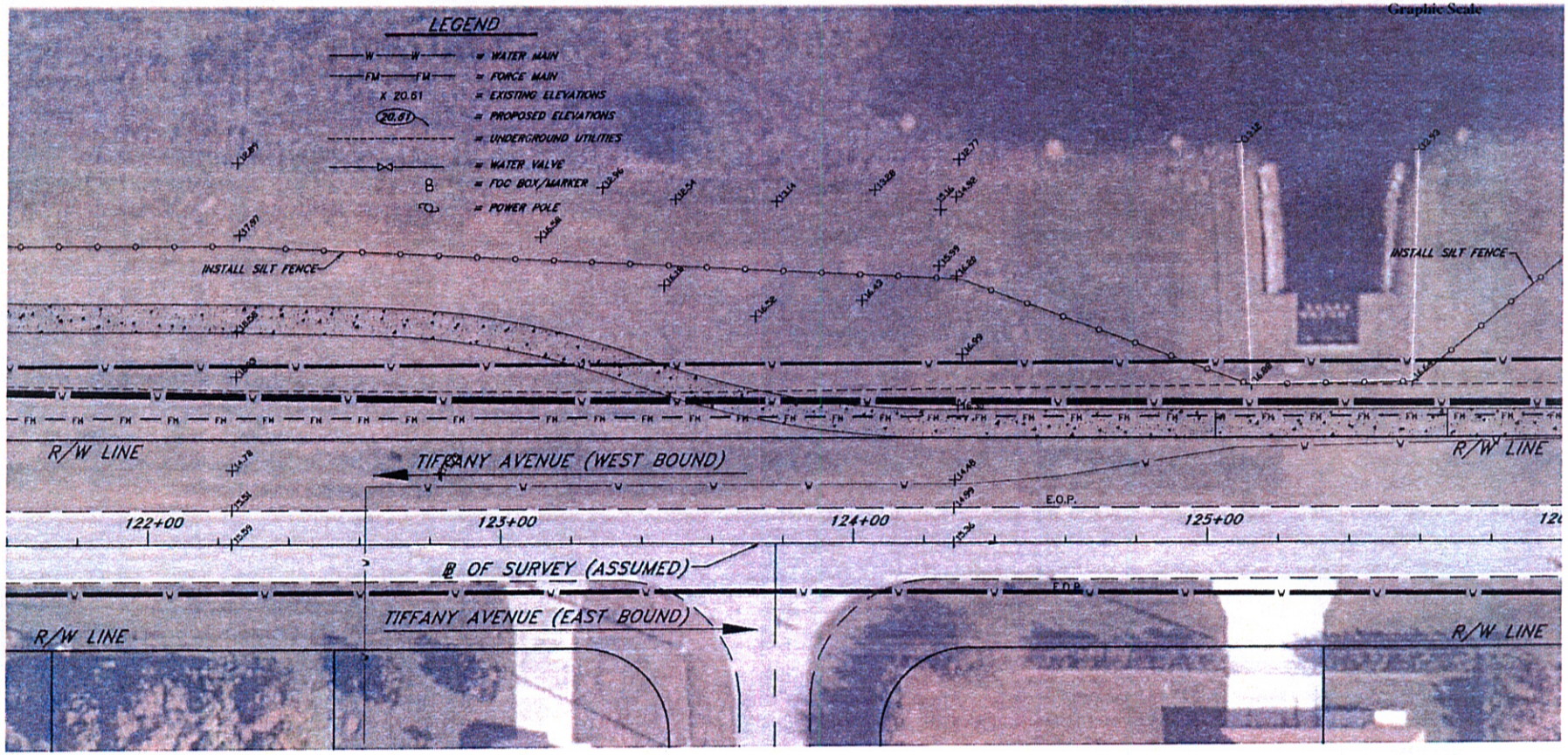

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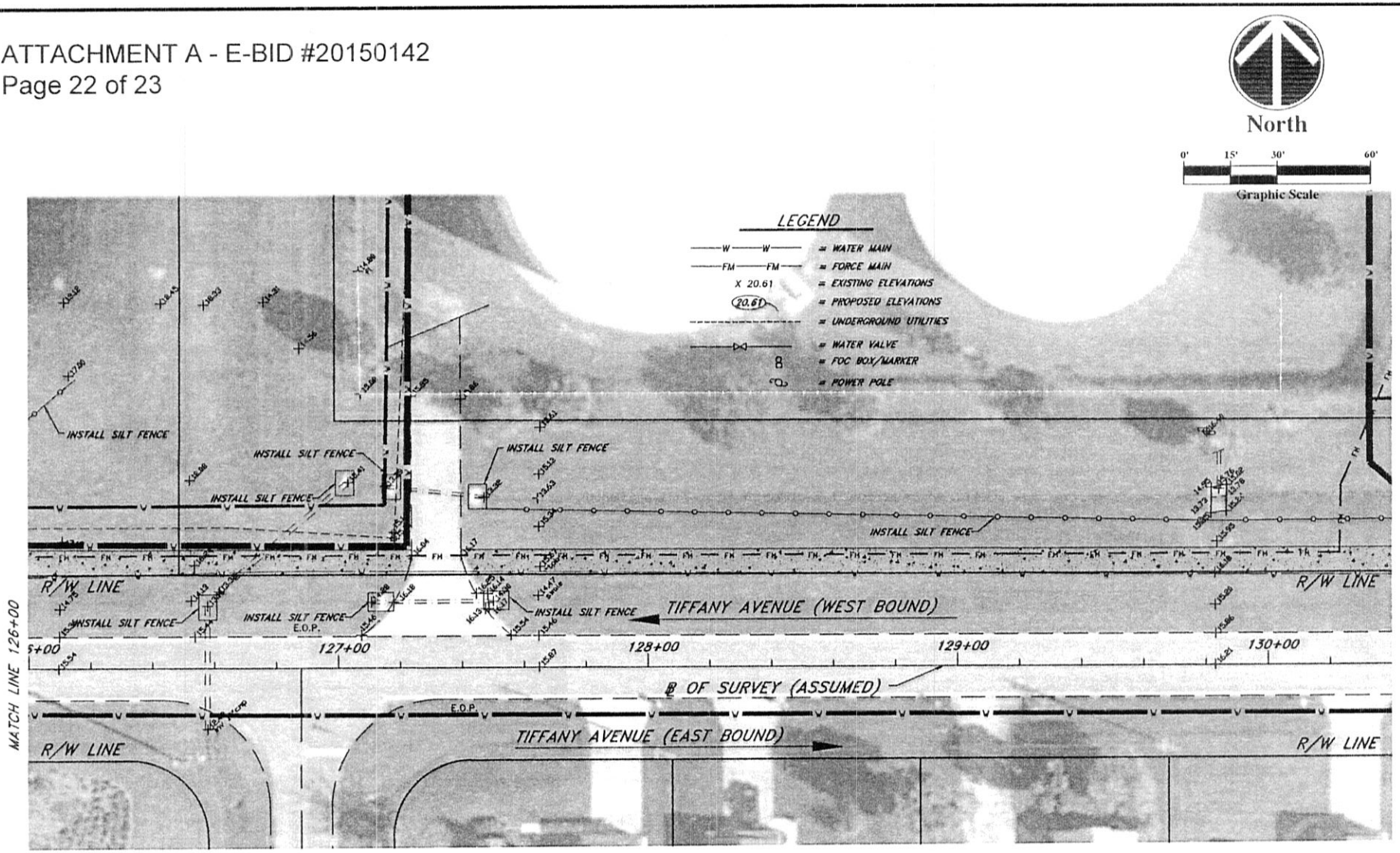

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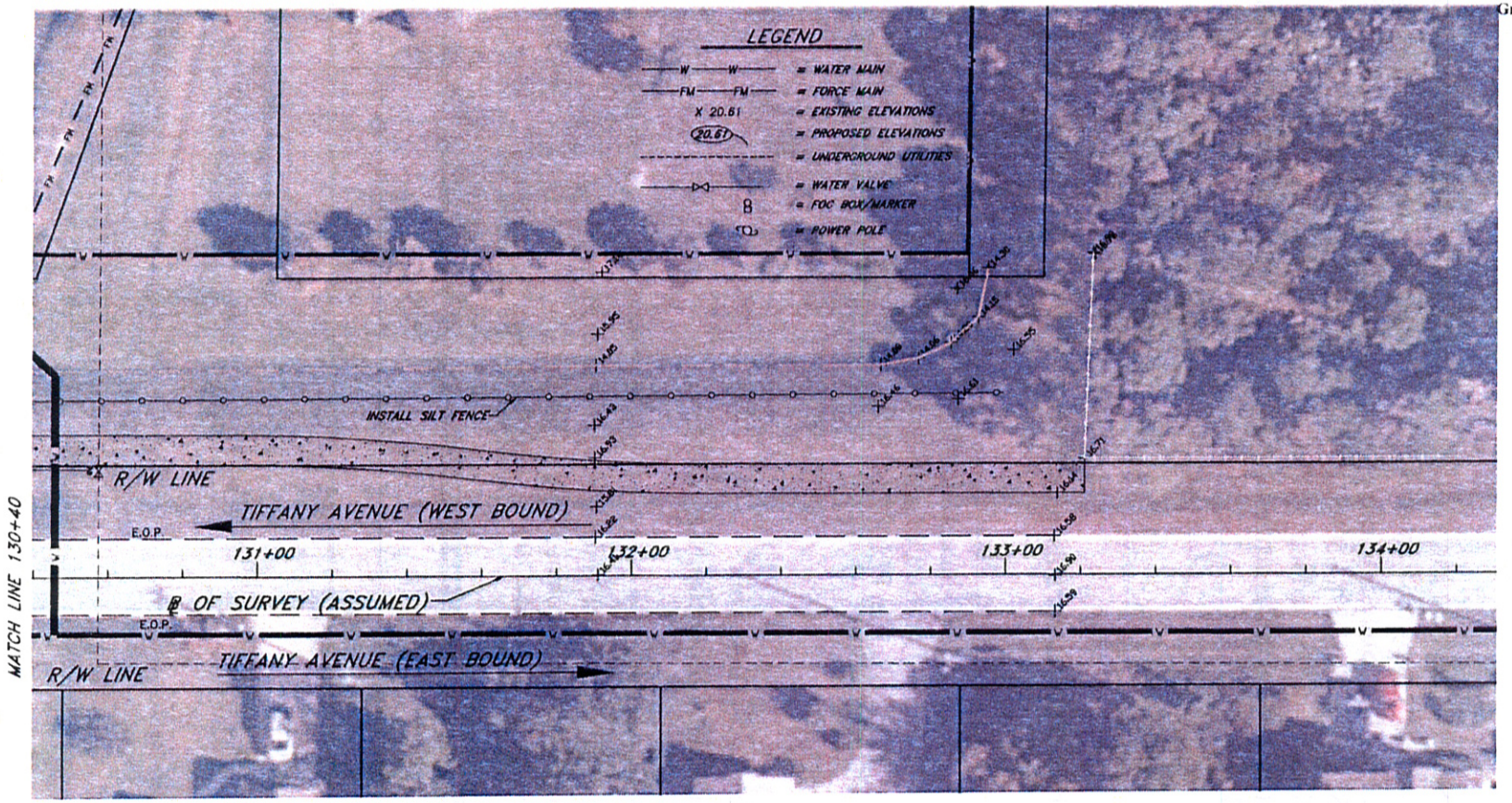
J:\15-022 PSL Tiffany Ave Sidewalk\Drawings\Civil\Permitting\15-022 Base1b.dwg by ChrisGoetzfried on Jul 15, 2015



North

0' 15' 30' 60'
Graphic Scale

REV	DATE	BY	DESCRIPTION	REV	DATE	BY	DESCRIPTION

KNIGHT, McGUIRE & ASSOCIATES, INC.
60 ROYAL PALM POINTE, SUITE 401 VERO BEACH, FL 32960
PHONE: (772) 569-5505 FAX: (772) 569-1455
E-MAIL: ChrisBKnight@Mcguire.com
CERTIFICATE OF AUTHORIZATION NUMBER – 00006335
DAVID S. KNIGHT, P.E.
LICENSE NUMBER – 0041060

CITY OF PORT ST. LUCIE
ST. LUCIE COUNTY, FLORIDA

SE TIFFANY AVENUE
SIDEWALK
EROSION CONTROL PLAN

SHEET NO.
23 of 23

J:\15-022 PSL Tiffany Ave Sidewalk\Drawings\Civil\Permitting\15-022 Base1b.dwg by ChrisGoetzfried on Jul 15, 2015

REQUEST FOR SEALED E-BID

Request for Sealed Electronic Bid #20150142 for the Tiffany Ave. 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 3:15:00 p.m. on January 12, 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:

Tuesday, December 15, 2015

****

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: 12/10/15

Account Number: 434020 (T11515278)

Name: CITY OF PORT ST LUCIE

Contact:

Email: robinl@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: 838534 P.O. No.: Bid 20150142 Total Cost: $39.00

Tag Line: Request for Bid: 20150142: Tiffany

Start Date: 12/15/15 Stop Date: 12/15/15

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

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Pub: December 15, 2015

TCN 838534

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) The construction of an eight foot wide concrete sidewalk on the north side of Tiffany Avenue from Lennard Road east to the School Board site.

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 N/A
Estimated time frame for completion of project after award 2 months
Replacement: [ ] Yes [X] No Total Project Budgeted Amount: $250,000.00
If professional services what is the estimated construction cost_____ Any grant funds being used for consultants_____ construction_____ Type of Grant N/A
Liquidated damages amount (for construction only); ~~$1074.00~~ 884.00
If not budgeted, authorization from Director of OMB is required.

Account Number	Fund	Cost Center	Object Code	Project
304-4105-563000-Y1420	304	4105	563000	Y1420

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:

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?

James E. Angstadt 9/24/15
Department Head Approval Date

9/24/2015

E-Bid Opening
BID #20150142
Tiffany Ave Sidewalk Construction Project
January 12, 2016 @ 3:15 pm

	Name (Please PRINT legibly)	Company Name	E-Mail Address	Telephone # & FAX #
1.	Tony Rake	Kerns Construction	TRake@KernsConstruction.net	T 772-882-8110 772-209-7700
				F
2.	Kevin Trost	Lynch Paving	ktrost@lynchpaving.com	T 863-763-7573
				F
3.	Kevin Bush	Southern Underground	Kevin@SouthernUndergroundinc.com	T 772-418-0903
				F 772-340-0777
4.	Robyn Holder	City of PSL PMD	RholderCOCITY@tpsi.com	T 772-344-4293
				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: 2/22/16

TO: Mayor and City Council

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

FROM: Gina Jolly- Procurement Management Department

Agenda Item: Motion: E-BID # 20160063 Construction Services for Water and Wastewater Treatment Facilities

Submittal Date: 2/12/2016

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

BACKGROUND: A pre-qualified contractors list will save time when repairs are needed at the treatment plants, facilities, wells, etc. The importance and nature of the potable water and wastewater treatment systems is that any time waiting on repairs could be detrimental to the health and safety of the public. The value of having contractors that are familiar with City facilities, staff and procedures would save money as well as time. The Utility Systems Department has worked with most of the contractors on the list and have had favorable experiences in the past. All of the contractors on the list have a positive reputation in the local industry.

ANALYSIS: Martin County established a pre-qualified list by awarding a competitive bid on September 1, 2015 to five (5) firms. City staff reviewed the bids and found their fee structures to be fair. Four (4) of the vendors agreed to honor the City's terms and conditions and enter into a contract. Staff believes issuing a bid by the City would provide the same results. When a project is needed, each firm will have the opportunity to provide proposals and the award will be based on who represents the best value for the City.

FINANCIAL INFORMATION: Utility Renewal and Replacement Fund/ Improvements O/T Buildings.

LEGAL INFORMATION: Approved by Ella Gilbert on 2/12/16 as to form.

STAFF RECOMMENDATION: Per Chapter 35.04(C) waive the bidding, good cause shown and enter into a Fixed Fee Contract # 20160063 with Florida Design Drilling, Poole & Kent Company of Florida, TLC Diversified, Inc., and Wharton-Smith, Inc. utilizing Martin County's competitively bid contact RFB2015-2813. Purchase orders will be issued as budget allows without further Council action. The time period for this Contract is thirty (30) months with two (2) twelve (12) month renewals.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 2/22/2016

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

ATTACHMENTS: Martin County's Bid Proposals, Bid Tabulation, and Council Agenda, City's Contracts

*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

FEB 1 2 2016

CITY MANAGER'S OFFICE

AGREEMENT BETWEEN COUNTY AND CONTRACTOR FOR CONSTRUCTION SERVICES

THIS AGREEMENT, effective this 1st day of September in the year, 2015, between:

MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida, (hereinafter COUNTY), located at 2401 S.E. Monterey Road, Stuart, FL 34996

AND the CONTRACTOR: (hereinafter CONTRACTOR)	Florida Design Drilling Corp. 7733 Hooper Road West Palm Beach, FL 33411
Contract Name:	Water & Wastewater Treatment Plant Construction
Contract Number:	RFB2015-2813
Total Contract Value:	$5,000,000.00 (to all vendors combined over 5 years)
Contract Term:	Three (3) years plus two optional 1-year renewals

INDEX

Article 1:	Definitions
Article 2:	Work/Preliminary Requirements
Article 3:	Contract Price
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Article 8:	Claims for Additional Time
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Article 11:	Termination
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Article 15:	Compliance
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Article 26:	Public Records
Article 27:	Assignment
Article 28:	Attorney's Fees and Costs
Article 29:	Notices
Article 30:	Resolution of Claims and Disputes
Article 31:	Miscellaneous
Exhibit A:	Sample Work Order
Exhibit B:	Contractor's Unit Price Bid

ARTICLE 1
DEFINITIONS

1.1 *Defined Terms*

A. Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

1. *Actual Costs.*
   a. costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
   b. cost of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
   c. rental cost of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
   d. costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work;
   e. additional cost of field supervision and field office personnel directly attributable to the charge, exclusive of the cost of estimating, contract administration, and purchasing.

2. *Addenda.* Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the Contract Documents.

3. *Agreement.* The written instrument which is evidence of the agreement between COUNTY and CONTRACTOR covering the Work. Also referred to as "Contract".

4. *Bonds.* Performance bond and payment bond and other instruments of security, furnished by the CONTRACTOR and its surety in accordance with the Contract Documents and in accordance with the law of Florida.

5. *Change Order.* A written document which is signed by CONTRACTOR and COUNTY 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.

6. *Claim.* A demand or assertion by COUNTY or CONTRACTOR seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

7. *Contract Documents.* The Contract Documents establish the rights and obligations of the parties and include the following: Agreement (including Exhibits), Work Order, entire bid package including Advertisement, all Addenda and Instructions to Bidders, CONTRACTOR'S completed Bid Form package, Notice of Award, Notice to Proceed, drawings, specifications, plans, data, studies, surveys, calculations, permit applications, estimates, photographs, reports, approved submittals, and other documents prepared by, through, or under CONTRACTOR that fix, depict and/or describe the size, quality and character of the Project, the Bonds, these General

Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and Architect/Engineer's written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

8. *Contract Price.* The moneys paid to CONTRACTOR under Contract Documents.

9. *Contract Time.* The number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by Architect/Engineer's written recommendation of final payment.

10. *CONTRACTOR.* The individual or entity with whom COUNTY has entered into the Agreement.".

11. *Drawings.* That part of the Contract Documents prepared or approved by an Architect or Engineer which graphically shows the scope, extent, and character of the Work to be performed by CONTRACTOR. Shop Drawings and other CONTRACTOR submittals are not Drawings as so defined.

12. *Effective Date of the Agreement.* The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

13. *Field Order.* A written order issued by Architect/Engineer's or COUNTY which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

14. *Final Completion or Final Acceptance.* The completion of all Work called for under the Contract Documents, including, but not limited to, satisfactory operation of all equipment (other than COUNTY supplied equipment or facilities or those installed by separate CONTRACTORS); correction of all punch list items to the satisfaction of COUNTY , payment of all trade CONTRACTORS, subcontractors, and materialmen; settlement of all claims, if any; payment and release of all mechanic's, materialmen's, and similar liens; delivery of all guarantees, equipment operation and maintenance manuals, as-built drawings, building certificates, electrical certificates, mechanical certificates, plumbing certificates, and all other required approvals and acceptances by any municipality within Martin County, Martin County itself, the State of Florida or other authorities or agencies having jurisdiction; and removal of all rubbish, tools, scaffolding, and surplus materials and equipment from the Work site.

15. *Notice to Proceed.* A written notice given by COUNTY to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform the Work under the Contract Documents.

16. *Public Record.* All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in

connection with the transaction of official business between the COUNTY and the CONTRACTOR.

17. *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.

18. *Shop Drawings.* All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.

19. *Specifications.* That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

20. *Substantial Completion.* The stage in construction when the Work can be utilized for the purposes for which it was intended, as well as the satisfaction of the following requirements: (1) the items that affect operational integrity and function of the Project must be capable of continuous use; (2) all permits and other regulatory requirements must be satisfied; and (3) a Certificate of Occupancy must be issued where one is required. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

21. *Surety.* The corporate body that is responsible for the CONTRACTOR in connection with the Work as set forth in the Bonds and that is included in the most recent United States Department of the Treasury List of Acceptable Sureties and authorized to issue surety bonds in Florida, and which maintains a surety rating of "A-" or better or equivalent rating by a nationally recognized rating agency.

22. *Underground Facilities.* All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

23. *Work.* Services as defined in each individual Work Order to be paid for on the basis of R.S. Means unit prices with discount indicated in CONTRACTOR's bid.

23. *Work Order.* A formal document that is dated, serially numbered, and executed by both the COUNTY and the CONTRACTOR in response to COUNTY's request for proposal, by which COUNTY accepts CONTRACTOR's proposal for specific Services and CONTRACTOR indicates a willingness to perform such specific Services under the terms and conditions specified in this AGREEMENT.

ARTICLE 2
WORK/PRELIMINARY REQUIREMENTS

2.1 Work. CONTRACTOR agrees to furnish and complete all authorized and approved

work, materials, supplies, tools, furnishings, fixtures, labor, services, equipment, construction management and contract administration services for site development, permitting, regulatory matters, testing, environmental mitigation, traffic, landscaping, accounting, coordination, and construction of the Project..

2.2 Commencement of Work and Notices to Proceed. The Date of Commencement of all Work shall be the date indicated in the Notice to Proceed and/or Work Order. Notice to Proceed as to each Work Order shall be issued by the Project Manager after the CONTRACTOR has delivered to the COUNTY the executed Work Order, the Bonds and Insurance Certificates in accordance with the Work Order and AGREEMENT, and the Board has approved this AGREEMENT. No Work shall be performed by the CONTRACTOR or its Professionals, subconsultants, or subcontractors, and no irrevocable commitments to vendors shall be made prior to the Date of Commencement, at which time, CONTRACTOR may commence to perform Work.

2.3 Nothing contained in any Work Order shall conflict with the terms of this AGREEMENT, and the terms of this AGREEMENT shall be deemed to be incorporated in each individual Work Order as if fully set forth therein. A Work Order shall contain the following:

a. A description of the specific Services to be performed, a schedule and amount of compensation to be paid with sufficient detail so as to identify all of the various elements of costs such as, labor rates by classification, hours for each classification, extended price, subcontracted labor (also broken out), material, other direct costs, overhead rate, indirect rate, and profit/fee. The sufficiency of such budget detail is subject to the approval of the COUNTY; and

b. Any other additional instructions or provisions relating to the specific Services authorized pursuant to each Work Order that do not conflict with the terms of this Agreement.

2.4 Preconstruction Conference(s). If required by the specific services outlined in the Work Order, the CONTRACTOR shall meet with the COUNTY for review and acceptance of the CONTRACTOR'S initial submittals, CPM Schedule, Final Schedule of Values, personnel and Subcontractor list, to review mobilization requirements, to establish procedures for handling shop drawings and other Submittals and Applications for Payment, and to establish a working understanding among the parties as to the Work.

2.5 Assumption of Risks. CONTRACTOR shall become familiar with and prepare for the normal weather conditions existing in Martin County, Florida. Normal weather conditions are expected to impact the Work in numerous ways, including but not limited to, delays during and after periods of rainfall, temporary flooding and ponding, wet ground, high winds and debris. CONTRACTOR'S Contract Price and Project Schedule, and any subsequent approved revisions thereto, shall sufficiently anticipate and include normal weather Days as reflected by 10-year average of historical records produced by the National Weather Service. Additionally, the CONTRACTOR assumes the risk for all costs associated with concealed Site conditions which are foreseeable through the exercise of due diligence. Again, it shall be the obligation of CONTRACTOR to fully investigate the Site and provide sufficient contingency amounts for conditions which are foreseeable.

ARTICLE 3
CONTRACT PRICE

The OWNER shall pay the CONTRACTOR for the performance of Work outlined in each individual Work Order issued in accordance with the Contract Documents, the fixed Contract Price outlined in each individual Work Order, based on the unit costs in the Bid. The obligations of the OWNER under this Agreement are subject to the availability of funds lawfully appropriated for the Project by the Board of County Commissioners of Martin County.

ARTICLE 4
CONTRACTOR RESPONSIBILITIES

4.1 General Responsibilities

1. CONTRACTOR represents that it has familiarized itself with, and assumes full responsibility for having familiarized itself with, the nature and extent of the Contract Documents, specifications set forth in each Work Order, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that may in any manner affect performance of the Work, and represents that it has correlated its study and observations with the requirements of the Contract Documents. CONTRACTOR also represents that it has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the Specifications and made such additional surveys and investigations as it deems necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents and that it has correlated the results of all such data with the requirements of the Contract Documents.

2. The CONTRACTOR shall give all notices and comply with all municipal, local, state and federal laws, ordinances, codes, rules, licenses, and regulations applicable to the Work. If the CONTRACTOR observes that any of the AGREEMENT is contradictory to such laws, rules, and regulations, it shall notify the Project Manager promptly in writing. If the CONTRACTOR performs any Work that it knows or should have known to be contrary to such laws, ordinances, rules, and regulations, it shall bear all related costs.

3. CONTRACTOR understands and acknowledges that all documents and materials provided with the RFP and any addenda, are general and preliminary, and that CONTRACTOR shall not rely on the accuracy or completeness thereof. CONTRACTOR acknowledges that its duties hereunder shall not be excused or discharged in any respect based on the incompleteness or inaccuracy of any such documents or materials.

4. CONTRACTOR shall be responsible to the COUNTY for acts and omissions of CONTRACTOR and CONTRACTOR'S agents, employees, Professionals, subconsultants, subcontractors, and all other parties performing Work by, through and under CONTRACTOR.

5. CONTRACTOR shall be responsible for the management, coordination and supervision of all design, permitting, and construction means, methods, techniques, sequences and procedures for completion of the Work.

6. The CONTRACTOR agrees to bind specifically every Professional, subconsultant and subcontractor to the applicable terms and conditions of the AGREEMENT, for the benefit of

the COUNTY.

7. CONTRACTOR represents that it is fully experienced and properly qualified to perform the Work under the Contract Documents and that it is properly licensed, equipped, organized and financed to perform such Work.

8. CONTRACTOR shall act as an independent CONTRACTOR and not as the agent of COUNTY. The CONTRACTOR shall supervise and direct the Work and shall be solely responsible for the means, methods, techniques, sequences and procedures of construction subject to compliance with the Contract Documents.

9. The CONTRACTOR shall employ and maintain a full time on-site an Authorized Representative who shall have been designated in writing by the CONTRACTOR and pre-approved by the COUNTY, dedicated to each Work Order full time, shall have full authority to act on behalf of the CONTRACTOR, and all communications given to the Authorized Representative shall be as binding as if given to the CONTRACTOR. Copies of written communications given to the CONTRACTOR'S Authorized Representative shall be mailed to the address set forth in the Contract for notices. Nothing contained herein shall be construed as modifying the CONTRACTOR'S duty of supervision and fiscal management as provided by Florida law. The COUNTY shall have the right to direct removal of any Authorized Representative of the CONTRACTOR assigned to the Project. Any change in the Authorized Representative of CONTRACTOR assigned to the Project shall be subject to the COUNTY'S prior approval.

10. The CONTRACTOR shall not employ any subcontractor or consultant against whom the COUNTY may have reasonable objection.

11. The CONTRACTOR represents to the COUNTY that the CONTRACTOR (and its officers, directors, partners or shareholders who holds ten (10%) percent or more of the outstanding stock of the CONTRACTOR), does not have any financial interest in or with (i.e. is not an officer, director, partner or ten percent plus shareholder) any person, entity, subcontractor, consultant, design professional, materialman, supplier, or any other subcontractor performing any Work or the Project. CONTRACTOR agrees to obtain prior written consent from the COUNTY before entering into any Contract on this Project in which it has a common financial interest.

12. The CONTRACTOR shall keep one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings on-site in good order and annotated to show all changes made during the construction process. Final acceptance of the Work will be withheld until all such modifications have been properly inserted electronically into the design documents (thus creating "As-Built Documents") and provided to the COUNTY, and the COUNTY approves those As-Built Documents.

13. The CONTRACTOR shall, at its expense, attend any and all meetings called by COUNTY to discuss the Work under the Contract.

14. CONTRACTOR shall deliver to the COUNTY both prior to commencing each Work Orderand also at the completion of the Project and before receipt of Final Payment, a DVD

video of the Project showing the site before Work is commenced, the site as it progresses on a monthly basis, and after Work has been completed for any vertical construction project valued over $200,000.00. CONTRACTOR shall identify on the DVD the station numbers as those areas of the Project are taped, as well as the date recorded. The cost of the recording is included in the bid submitted by the CONTRACTOR.

15. CONTRACTOR shall not establish and shall not allow its employees to engage in any commercial activities on the site of any Work Order.

16. The CONTRACTOR shall, at its expense, arrange for, develop and maintain all utilities in Work areas to meet the requirements of the Contract. Such utilities shall be furnished by CONTRACTOR at no additional cost to the COUNTY, and shall include, but not be limited to, the following: telephone service for the CONTRACTOR'S use; construction power as required at each point of construction; and water as required throughout the construction. Prior to final acceptance of the Work the CONTRACTOR shall, at its expense, satisfactorily remove and dispose of all temporary utilities developed to meet the requirements of the Contract. The COUNTY will assume the utility costs directly related to its usage of areas in which it has taken Beneficial Occupancy.

17. Maintenance of Traffic. The CONTRACTOR shall be responsible for the proper maintenance, control, and detour of traffic in the area of construction, during the course of construction. All traffic control and maintenance procedures shall be in accordance with the requirements of either the Florida Department of Transportation, Martin County, or the local municipality, within their respective area of jurisdiction. It shall be the CONTRACTOR'S responsibility, as Bidder, prior to submitting its Bid, to determine the requirements of these agencies so that its Proposal reflects all costs to be incurred. No claims for additional payment will be considered for costs incurred in the proper maintenance, control, detour and protection. The CONTRACTOR shall notify all such agencies and the COUNTY 48 hours in advance of any traffic detour.

18 The CONTRACTOR is responsible for adequate drainage at all times. Existing functioning storm sewers, gutters, ditches, and other run-off facilities shall not be obstructed.

19. Fire hydrant on or adjacent to the highway shall be kept accessible and no obstruction shall be placed within fifteen feet (15') of any hydrant.

20. Heavy Equipment shall not be operated close enough to pipe headwalls or other structures to cause their displacement.

21. Where the COUNTY determines it to be necessary for maintaining the security of livestock or adjacent property or for protection of pedestrians, the CONTRACTOR shall erect and operate under temporary security fencing. Permanent fencing shall be addressed as required by the Plans and Specifications.

ARTICLE 5
PAYMENT

5.1 Schedule of Values. The CONTRACTOR's Unit Price Proposal for each Work Order shall serve as the schedule of values for basis for progress payments and will be incorporated into a form of Application for Payment acceptable to the COUNTY. Progress payments on account of Work will be based on the number of units completed.

5.2 Progress Payments

A. Applications for Payments

1. All payments made to the CONTRACTOR, whether Partial or Final, shall be strictly in accordance with Section 218.70, Florida Statutes, addressing payment, retainage and punchlist procedures for the performance of public works projects to which the Project applies. CONTRACTOR is required to include Section 218.70, Florida Statutes, in all Subcontractor and vendor agreements. At least 25 business days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to COUNTY for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. Such supporting documents shall include but not be limited to releases from all parties who have served Notices to CONTRACTOR for the Project, a current release from CONTRACTOR releasing all claims, other than those previously submitted pursuant to Article 10 herein, through the date of the Application for Payment; and a monthly dated CPM schedule for Projects valued over $200,000.00. Submission of this supporting documentation shall be a condition precedent to the CONTRACTOR'S entitlement to receive payment. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that COUNTY has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect COUNTY'S interest therein, all of which must be satisfactory to COUNTY.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied on account to discharge CONTRACTOR'S legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be 10% of the Contract Price for all projects valued at $200,000.00 or more, or as otherwise stipulated in the Work Order. Retainage will not be held for projects valued under $200,000.00. After 50% completion of the construction, the amount of retainage withheld from each subsequent progress payment shall be five (5%) percent. "Fifty Percent Completion" of the Work is defined as that point in time where 50% of the overall value of the Work items incorporated and which will remain in place subsequent to final completion of the Work have been completed, based upon the schedule of values contained in the Contract. As such, and by way of example, the value of

CONTRACTORS mobilization, general conditions, supervision or like items which do not involve permanent incorporation of Work do not apply to the determination of "Fifty Percent Completion" of the Work for purposes of establishing entitlement to a reduction of retainage.

B. Review of Applications

1. COUNTY will, within 10 business days after the date on which the Application for Payment is stamped as received by the COUNTY, either process the payment or return the Application to CONTRACTOR indicating in writing COUNTY'S reasons for refusing to recommend payment. COUNTY may reject the payment request or invoice within 20 business days after the date on which the payment request or invoice is stamped as received by the COUNTY. The rejection must be in writing and must specify the deficiency in the payment request or invoice and the action necessary to make the payment request or invoice proper. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. The corrected payment requests or invoices must be paid or rejected on the later of:

a. Ten (10) business days after the date the corrected payment request or invoice is stamped as received; or

b. If the governing body is required by ordinance, charter or other law to approve or reject the corrected payment request, the first business day after the next regularly scheduled meeting of the COUNTY held after the corrected payment request is stamped as received.

2. COUNTY and/or Architect/Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to COUNTY, based on COUNTY and/or Architect/Engineer's observations on the Site of the executed Work as an experienced and qualified professional and on COUNTY and/or ENGINEER'S review of the Application for Payment and the accompanying data and schedules, that to the best of COUNTY and/or Architect/Engineer's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to CONTRACTOR'S being entitled to such payment appear to have been fulfilled in so far as it is Architect/Engineer's responsibility to observe the Work.

3. By recommending any such payment Architect/Engineer will not thereby be deemed to have represented that: (i) inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Architect/Engineer in the Contract Documents; or (ii) that there may not be other matters

or issues between the parties that might entitle CONTRACTOR to be paid additionally by COUNTY or entitle COUNTY to withhold payment to CONTRACTOR.

4. Neither COUNTY and/or Architect/Engineer's review of CONTRACTOR'S Work for the purposes of recommending payments nor Architect/Engineer's recommendation of any payment, including final payment, will impose responsibility on Architect/Engineer to supervise, direct, or control the Work or for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for CONTRACTOR'S failure to comply with Laws and Regulations applicable to CONTRACTOR'S performance of the Work. Additionally, said review or recommendation will not impose responsibility on Architect/Engineer to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to COUNTY free and clear of any Liens.

5. Architect/Engineer may refuse to recommend the whole or any part of any payment if, in Architect/Engineer's opinion, it would be incorrect to make the representations to COUNTY. Architect/Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Architect/Engineer's opinion to protect COUNTY from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Written Amendment or Change Orders;

c. COUNTY has been required to correct defective Work or complete Work; or

C. Payment Becomes Due

1. If approved, payment is due twenty-five business days after the payment request or invoice is stamped as received by County, Payment on a corrected payment requests, must be paid or rejected on the later of:

a. Ten (10) business days after the date the corrected payment request or invoice is stamped as received; or

b. If the governing body is required by ordinance, charter or other law to approve or reject the corrected payment request, the first business day after the next regularly scheduled meeting of the COUNTY held after the corrected payment request is stamped as received.

D. Reduction in Payment

1. COUNTY may refuse to make payment of the full amount recommended by Architect/Engineer because:

a. claims have been made against COUNTY on account of CONTRACTOR'S performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to COUNTY to secure the satisfaction and discharge of such Liens;

c. there are other items entitling COUNTY to a set-off against the amount recommended.

d. if the Work is defective, or completed Work has been damaged requiring correction or replacement;

2. if the Work for which payment is requested cannot be verified;

3. because of the failure of CONTRACTOR to make proper payments to Subcontractor for labor, materials or equipment in connection with the Work;

4 if the Contract Price has been reduced because of Modifications or there is reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;

5. if the COUNTY has been required to correct defective Work or complete the Work in accordance with the Contract Documents;

6. because of the CONTRACTOR'S failure to carry out the Work in accordance with the Contract Documents, or otherwise unsatisfactory prosecution of the Work;

7. because of any other breach of, default under or violation of, or failure to comply with, the provisions of the Contract Documents.

8. If COUNTY refuses to make payment of the full amount recommended by Architect/Engineer, COUNTY must give CONTRACTOR written notice (with a copy to Architect/Engineer) within 10 business days stating the reasons for such action and promptly pay CONTRACTOR any amount remaining after deduction of the amount so withheld. COUNTY shall promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by COUNTY and CONTRACTOR, when CONTRACTOR corrects to COUNTY'S satisfaction the reasons for such action.

5.3 CONTRACTOR'S Warranty of Title. The CONTRACTOR warrants and guarantees that title to all Work covered by an Application for Payment, whether incorporated in the Work or not, shall pass to the COUNTY prior to the making of the Application for Payment, free and clear of all liens, claims, security interests, purchase money security interest, chattel paper or encumbrances of any nature whatsoever ("Liens").

5.4 The CONTRACTOR shall promptly pay all Subcontractors, laborers, materialmen, and suppliers upon receipt of payment from the COUNTY, out of the amount paid to the CONTRACTOR on account of such person's portion of the Work, the amount to which such person is entitled, reflecting percentages actually retained from payments to the CONTRACTOR

on account of such person's portion of the Work. The CONTRACTOR shall, by appropriate agreement with each Subcontractor or other person, require each subcontractor or other person to make payments to Sub-subcontractors in similar manner.

5.5 A Certificate of Payment, a progress payment, or partial or entire use of the Project by the COUNTY shall not constitute acceptance of Work not in accordance with the Contract Documents.

5.6 In accordance with the provisions of Section 255.05, Florida Statutes, where the CONTRACTOR requires a waiver from laborers, materialmen, subcontractors, or sub-subcontractors (as each such term is defined by Section 713.01, Florida Statutes) of the right to make a claim against the Payment Bond in exchange for, or to induce payment of, a progress payment or a final payment; such waivers shall comply with the form set forth in 255.05, Florida Statutes as amended from time to time.

5.7 If one or more "Notice of Non-Payment" is received by the COUNTY, no further payments will be approved until non-payment(s) have been satisfied and a "Release of Claim" for each "Notice" has been submitted to the COUNTY. Upon request, CONTRACTOR shall furnish acceptable evidence that all such claims or liens have been satisfied. If CONTRACTOR fails to satisfy the nonpayment, COUNTY may make payment and back charge CONTRACTOR for any and all costs associated with such payment.

5.8 Progress. If at any time during the progress of Work, CONTRACTOR'S actual progress is inadequate to meet the requirements of the Contract, COUNTY may, but is not required to, notify CONTRACTOR to implement some or all of the following remedial actions at the sole cost and expense of CONTRACTOR:

1. Increase construction manpower in such quantities and crafts as necessary to eliminate the schedule progress deficiency;

2. Increase the number of working hours per shift, shifts per working day, working days per week, the amount of construction equipment, or any combination of the foregoing to eliminate the schedule progress deficiency;

3. Reschedule the Work in conformance with the specification requirements.

5.9 Neither such notice by COUNTY nor COUNTY'S failure to issue such notice shall relieve CONTRACTOR of its obligation to achieve the quality of Work and rate of progress required by the Contract.

ARTICLE 6
TIME OF PERFORMANCE

6.1 Time is of the essence for each Work Order issued under this Agreement.

6.1.1 Substantial Completion

The following items, as applicable, shall be completed prior to an inspection for Substantial

Completion:

1. All general construction completed and the project components shall be clean, and all systems fully functional.

2. All mechanical and electrical Work substantially complete, fixtures in place, connected, cleaned and usable.

3. All electrical circuits shall be scheduled in panels, and all panels and disconnect switches properly labeled.

4. All painting shall be completed; all signs installed.

5. All floors, glass and metal Work shall be cleaned.

6. All finish hardware shall be installed, and all doors shall be in good Working order.

7. Project site shall be cleared of the CONTRACTOR'S excess equipment, temporary facilities, trailers, and/or building supplies. All temporary construction shall be removed, and all Sitework completed.

8. All operations and maintenance manuals for all equipment shall have been submitted.

9. Manufacturers certifications and warranties shall be delivered to COUNTY.

10. All operations and maintenance training related literature, software and back-up disks have been provided.

11. All required spare parts, materials, as well as any special measuring devices and tools shall have been provided to COUNTY.

12. All air and water balancing reports shall have been submitted.

13. All keys and blanks shall have been provided.

6.1.2 When CONTRACTOR considers the entire Work Order ready for its intended use CONTRACTOR shall notify COUNTY in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that Architect/Engineer issue a certificate of Substantial Completion. Promptly thereafter, COUNTY and CONTRACTOR, and Architect/Engineer shall make an inspection of the Work to determine the status of completion. For the purpose of this Contract, and for the compliance of those procedures, duties and obligations as set forth in Section 218.70 and Section 218.735, Florida Statutes the term "Substantial Completion" is defined as that point where COUNTY is able to enjoy beneficial occupancy of the Work and where the Work has achieved that level of completion such that COUNTY is able to utilize the entire Project for its intended purposes, including but not limited to the completion of all specified systems and items relating to life,

safety and regulatory use, with the exception of incidental or incomplete items except where a lack of completion of such incidental or incomplete items of Work will adversely affect the complete operation of other areas of the Work. Additional conditions (if any) needed to achieve Substantial Completion of the Work and which are project specific are as set forth in attached Exhibits. If COUNTY and Architect/Engineer do not consider the Work substantially complete, Architect/Engineer will notify CONTRACTOR in writing giving the reasons therefore. If Architect/Engineer considers the Work substantially complete, Architect/Engineer will prepare and deliver to COUNTY a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. If Architect/Engineer considers the Work substantially complete, then, for construction projects having an estimated cost of less than 10 million dollars:

In addition to Section 218.735, Florida Statutes, punchlist procedures to render the Work complete, satisfactory and acceptable are established as follows:

1. Within five (5) days of Substantial Completion of the construction services purchased as defined in the Contract, CONTRACTOR shall schedule a walkthrough with COUNTY ("Initial Walkthrough" a/k/a "IW"). The purpose of the IW is to develop a preliminary checklist ("Checklist") of items to be performed by the CONTRACTOR, based upon observations made jointly between the CONTRACTOR and COUNTY during the IW. The IW is to occur within ten (10) days of Substantial Completion of the Work as defined by the Contract, again predicated upon the CONTRACTOR'S timely initiation of a request for the IW. At its option, COUNTY may conduct the IW with its Field Inspector.

2. CONTRACTOR shall endeavor to address and complete as many items as possible noted on the Checklist either during the IW itself, or thereafter for a period of fifteen (15) days from the date of the IW.

3. No later than fifteen (15) days following the scheduled IW, CONTRACTOR shall again initiate and request a second walkthrough of the Project with COUNTY. The purpose of this second walkthrough is to identify which items remain to be performed from the IW Checklist and to supplement that list as necessary (based, for example, upon work which may have been damaged as a result of the CONTRACTOR'S performance of completion of items contained on the IW Checklist) and for the purpose of developing a joint Final Punchlist.

4. The intent of this section is for COUNTY and the CONTRACTOR to cooperate to develop a Final Punchlist to be completed no later than thirty (30) days from the date of reaching Substantial Completion of the construction services purchase as defined in the Contract.

5. In no event may the CONTRACTOR request payment of final retainage under Section 718.735, Florida Statutes until the CONTRACTOR considers the Final Punchlist to be 100% complete.

6. CONTRACTOR agrees to complete the Final Punchlist items within forty-five (45) days of the date of its issuance by COUNTY.

7. CONTRACTOR acknowledges and agrees that no item contained on the Final Punchlist shall be considered a warranty item until such time as (a) the Final Punchlist is 100% complete, and (b) COUNTY has been able to operate or utilize the affected punchlist item for an additional period of fifteen (15) days.

8. CONTRACTOR acknowledges and agrees that COUNTY may, at its option, during performance of the Work and prior to Substantial Completion, issue lists of identified non-conforming or corrective work for the CONTRACTOR to address. The intent of any such COUNTY generated lists prior to Substantial Completion is to attempt to streamline the punchlist process upon achieving Substantial Completion, and to allow for the CONTRACTOR to address needed areas of corrective work as they may be observed by COUNTY during performance of the Work.

9. CONTRACTOR acknowledges and agrees that in calculating 150% of the amount which may be withheld by COUNTY as to any Final Punchlist item for which a good faith basis exists as to it being complete, as provided for by Section 218.735, Florida Statutes, COUNTY may include within such percentage calculation its total costs for completing such item of work, including its administrative costs as well as costs to address other services needed or areas of work which may be affected in order to achieve full completion of the Final Punchlist item. Such percentage shall in no event relate to the schedule of value associated with such Work activity, but rather total costs are based upon the value (i.e. cost) of completing such Work activity based upon market conditions at the time of Final Punchlist completion.

6.1.3 COUNTY shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but COUNTY shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

6.2 Partial Utilization

A. Use by COUNTY at COUNTY'S option of any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which COUNTY, Architect/Engineer, and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by COUNTY for its intended purpose without significant interference with CONTRACTOR'S performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

1. COUNTY at any time may request CONTRACTOR in writing to permit COUNTY to use any such part of the Work which COUNTY believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to COUNTY and Architect/Engineer that such part of the Work is substantially complete and request Architect/Engineer to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify COUNTY and Architect/Engineer in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request Architect/Engineer to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, COUNTY, CONTRACTOR, and Architect/Engineer shall make an inspection of that part of the Work to determine its status of completion. If Architect/Engineer does not consider that part

of the Work to be substantially complete, Architect/Engineer will notify COUNTY and CONTRACTOR in writing giving the reasons therefore.

2. No occupancy or separate operation of part of the Work may occur prior to compliance with this Agreement regarding property insurance.

6.3 Final Inspection

A. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, Architect/Engineer will promptly make a final inspection with COUNTY and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

6.4 Final Payment

A. Application for Payment

1. After CONTRACTOR has, in the opinion of Architect/Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents, and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments and §218.70 et. seq., Fla.Stat.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to COUNTY) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens and as approved by COUNTY, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which COUNTY or COUNTY'S property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to COUNTY to indemnify COUNTY against any Lien.

B. Review of Application and Acceptance

1. If, on the basis of Architect/Engineer's observation of the Work during construction and final inspection, and Architect/Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Architect/Engineer is satisfied that the Work has been completed and CONTRACTOR'S other obligations under the Contract Documents have been fulfilled, Architect/Engineer will, within ten days after receipt of

the final Application for Payment, indicate in writing Architect/Engineer's recommendation of payment and present the Application for Payment to COUNTY for payment. At the same time Architect/Engineer will also give written notice to COUNTY and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.09. Otherwise, Architect/Engineer will return the Application for Payment to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due

1. Upon completion of all items on the punchlist, final payment is due twenty-five business days after the payment request or invoice is stamped as received by County, Payment on a corrected payment requests, must be paid or rejected on the later of:

a. Ten (10) business days after the date the corrected payment request or invoice is stamped as received; or

b. If the governing body is required by ordinance, charter or other law to approve or reject the corrected payment request, the first business day after the next regularly scheduled meeting of the COUNTY held after the corrected payment request is stamped as received.

If a good faith dispute exists as to whether one or more items identified on the list have been completed pursuant to the contract, the COUNTY may continue to withhold an amount not to exceed 150 percent of the total costs to complete such items.

6.5 If Substantial Completion is not obtained at the inspection called by the CONTRACTOR, for reasons that are the fault of the CONTRACTOR, the cost of any subsequent inspections requested by the CONTRACTOR for the purpose of determining Substantial Completion shall be at the cost of the CONTRACTOR and shall be assessed against the final payment application. Punch list items recorded as a result of inspections for Substantial Completion are to be corrected by the CONTRACTOR within the time-frame established.

ARTICLE 7
LIQUIDATED DAMAGES

7.1 Milestones, milestone completion dates and applicable liquidated damages shall be in accordance with the Work Order.

7.2 If the milestones are not strictly complied with, then Liquidated damages will be assessed against the CONTRACTOR, which are agreed upon in the Work Order, and it is further agreed that such Liquidated Damages bear a reasonable relationship to damages to be incurred by COUNTY, and are not a penalty.

ARTICLE 8
CLAIMS FOR ADDITIONAL TIME

8.1 If the CONTRACTOR'S performance of this Contract is delayed: i) which delay is beyond the reasonable control and without the fault or negligence of the CONTRACTOR or its subcontractors; or ii) by changes ordered in the Work, and in either event where such delay or change in the Work affects the critical path, then the Contract Time shall be extended by Change Order as determined by the COUNTY . If the CONTRACTOR wishes to make Claim for an increase in the Contract Time, CONTRACTOR shall provide COUNTY a written notice of claim upon discovering the cause of the alleged delay. Such notice of claim shall include the following information, or else be waived:

1. Nature of the delay or change in the Work;

2. Dates of commencement and cessation of the delay or change in the Work;

3. Activities on the current progress schedule affected by the delay or change in the Work;

4. Identification and demonstration that the delay or change in Work affects the critical path;

5. Identification of the source of delay or change in the Work;

6. Anticipated extent of the delay or change in the Work; and

7. Recommended action to minimize the delay.

8.2 The CONTRACTOR shall not be entitled to any extension of time for delays resulting from any cause unless CONTRACTOR shall have notified the COUNTY in writing within seven (7) calendar days of commencement of the delay.

8.3 No Damages for Delay; Exclusive Remedy. The CONTRACTOR shall not be entitled to and hereby waive any and all claims for damages which they may suffer by reason of delay, acceleration, loss of efficiency, or other related time or impact-based claims (hereinafter collectively "delay") or for delay attributable to any foreseen or unforeseen condition, or for delays claimed to be the result of active, intentional, knowing or passive interference by the COUNTY , Architect, Architect/Engineer, or its agents, and waives damages which it may suffer by reason of such claims for lost profits, loss or impairment of bonding capacity, destruction of business, extended overhead, supervision, extended, unabsorbed home office overhead; the extension of time granted herein being the CONTRACTOR'S sole remedy, with the exception that in the event of demonstrated critical, compensable, non-concurrent delay suffered by the CONTRACTOR, the CONTRACTOR may claim as its sole and exclusive remedy any associated, extended direct jobsite general conditions expended by the CONTRACTOR (hereinafter "applicable extended general conditions") in a sum not to exceed $250.00 per each day of delay. Apart from extensions of time or acceleration costs approved by COUNTY and any applicable extended general conditions, no payment of claim for delay damages shall be

made to the CONTRACTOR as compensation for damages for any delays or hindrances from any cause whatsoever in the progress of the Work, whether such delay be avoidable or unavoidable. Notwithstanding anything herein to the contrary, provided CONTRACTOR have otherwise satisfied the requirements of this Contract, the CONTRACTOR shall be entitled to an increase in the Contract sum based upon approved general condition, insurance, and bond premium costs resulting from delays for which the Architect/Engineer has approved by Change Order. an extension of time for performance; provided, however, COUNTY shall not be required to pay such additional amounts for any days following the date on which CONTRACTOR achieves Final Completion for the appropriate portion of the Work.

ARTICLE 9
SITE CONDITIONS

9.1 Field Measurements. Before undertaking each part of the construction, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to the COUNTY any conflict, error or discrepancy which CONTRACTOR or any of its Subcontractors or Suppliers may discover and shall obtain a written interpretation or clarification from COUNTY before proceeding with any Work affected. CONTRACTOR shall remain liable to COUNTY for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents prepared by CONTRACTOR.

9.2 Differing Site Conditions. The CONTRACTOR shall promptly, and before such conditions are disturbed, notify the COUNTY in writing of: (!) subsurface or latent physical conditions at the site differing materially from those indicated in this Contract, or (2) unknown physical conditions at the site of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in this Contract. The COUNTY will promptly investigate the conditions, and if it finds that such conditions do materially so differ and cause an increase or decrease in the CONTRACTOR'S cost of, or the time required for, performance of any part of the Work under this Contract, an equitable adjustment shall be made and the Contract modified in writing accordingly. CONTRACTOR'S failure to provide notice upon discovery of the differing site condition shall waive any entitlement to such an adjustment in the Contract Price or Contract Time.

ARTICLE 10
INDEMNIFICATION

The CONTRACTOR hereby assumes entire responsibility and liability for any and all damage or injury of any kind or nature whatever (including death resulting therefrom) to all persons, whether employees of any tier of the CONTRACTOR, its SUBCONTRACTS, CONSULTANTS or SUPPLIERS or otherwise, and to all property caused by, resulting from, arising out of or occurring in connection with the execution of the Contract, or in preparation for the work and services under this Contract, or any extension, modification, or amendment thereto by change order to otherwise.

CONTRACTOR hereby agrees to indemnify and hold harmless MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS, its officers and employees from liabilities, damages, lawsuits, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the CONTRACTOR or persons employed or utilized by the CONTRACTOR in the performance of the Construction Contract.

ARTICLE 11
TERMINATION

11.1 Notwithstanding any other provision of this Contract, the CONTRACTOR may be held in default of its contractual obligation under this Contract if the CONTRACTOR:

1. refuses or fails to supply enough properly skilled workers or proper and sufficient materials and equipment;

2. fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the CONTRACTOR and the Subcontractors;

3. disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;

4. performs Work that does not conform to Work Order requirements;

5. fails to meet the Work Order schedule or fails to make progress on the Work so as to endanger performance of the Work Order;

6. abandons or refuses to proceed with any or all Work; or

7. otherwise breaches, fails to comply fully with, or is in default of any provision of the Contract Documents or Work Order.

11.2 The COUNTY must provide written notice to the CONTRACTOR notifying it that the COUNTY is declaring it in default and providing the CONTRACTOR with three (3) business days after receipt of such written notice of default, to cure such default. In the event that the CONTRACTOR fails to cure the default within the three (3) day default period, the COUNTY may:

1. take possession of the Work site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the CONTRACTOR;

2. accept assignment of subcontracts pursuant to this Agreement; and

3. finish the Work by whatever reasonable method the COUNTY may deem expedient, and charge all completion costs against any monies owed or to be owed to CONTRACTOR, or back charge CONTRACTOR for any and all such completion costs, or

4. terminate the CONTRACTOR and hire a completion CONTRACTOR to finish the Work by whatever reasonable method the COUNTY may deem expedient, and charge all completion costs, including costs for construction, architectural, engineering, project management, and any other expenses, against any monies owed or to be owed to CONTRACTOR, or back charge CONTRACTOR for any and all such completion costs, or

5. set off any and all such completion costs against any monies then due or to

become due on any other projects that the COUNTY has with CONTRACTOR.

11.3 Upon default, CONTRACTOR shall not be entitled to receive further payment until the Work is finished.

11.4 If, after notice of termination, it is determined for any reason that the CONTRACTOR was not in default, or that the delay was excusable under the provisions of the Contract Documents, the rights and obligations of the parties shall be the same as if the notice of termination had been a Termination by the COUNTY for Convenience.

11.5 Termination by the COUNTY for Convenience. Notwithstanding any other provision to the contrary in the Contract Documents, the COUNTY reserves the right at any time and in its sole and absolute discretion to terminate the services of the CONTRACTOR with respect to the Work by giving written notice to the CONTRACTOR. In such event, the CONTRACTOR shall be entitled to, and the COUNTY shall reimburse the CONTRACTOR for, an equitable portion of the Contract Price based on the portion of the Work completed prior to the effective date of termination and for any other reasonably expended costs attributable to such termination. However, CONTRACTOR shall not be entitled to receive its anticipated profits for any unperformed Work.

11.6 Should the CONTRACTOR'S Contract be terminated for any reason, the CONTRACTOR shall, at no additional cost to the COUNTY , give written permission to the COUNTY to utilize all design documents necessary for the purpose of completing the Project with another CONTRACTOR.

ARTICLE 12
SUSPENSION OF WORK

The COUNTY may, without cause, order the CONTRACTOR in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the COUNTY may determine.

ARTICLE 13
CHANGES IN THE WORK

13.1 The COUNTY may, at any time or from time to time, order additions, deletions or revisions in the Work. Upon request of the COUNTY, a request for proposal will be issued to the CONTRACTOR detailing the proposed additions, deletions or revisions to the Work. The request for proposal shall include such details as man-hours, man-hour rates, quantities, quantity unit rates, equipment, equipment unit rates and mark-ups. The CONTRACTOR shall complete and return the request for proposal to the COUNTY within ten (10) calendar days from receipt thereof. The request for proposal shall include any increases or decreases in Contract Time or Contract Price and shall include any additional modifications required by virtue of the requested change, whether or not such additional modifications were specifically identified in the request for proposal. The request for proposal may then be: 1) issued as a Change Order in accordance with the provisions of the Contract Documents; 2) modified and thereafter issued as a Change Order in accordance with the provisions of the Contract Documents; or 3) withdrawn.

13.2 The COUNTY may authorize minor changes or alterations in the Work not involving

extra cost or time and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the CONTRACTOR believes that any minor change or alterations authorized by the COUNTY entitles it to an increase in the Contract Price or extension of Contract Time, it shall treat the Field Order as a request for proposal and issue a proposal for the changes in Contract Price and Contract Time prior to proceeding with the Work covered in the Field Order. The procedures outlined in the Contract Documents shall then be followed. Acceptance of the Final Payment by the CONTRACTOR shall constitute acknowledgment by the CONTRACTOR that all payments due for modifications required under Field Orders have been incorporated into the Final Payment.

13.3 Additional Work performed by the CONTRACTOR without authorization of a written Change Order will not entitle it to an increase in the Contract Price or an extension of the Contract Time.

13.4 It is the CONTRACTOR'S responsibility to notify its Surety of any changes affecting the general scope of the Work or change in the Contract Price and the amount of the applicable Bonds shall be adjusted accordingly. The CONTRACTOR shall furnish proof of such adjustment to the COUNTY.

13.5 The COUNTY may, at any time, without notice to the Surety, by Field Order or by properly executed Change Order, make any change in the Work within the general scope of the Contract Documents, including but not limited to changes:

A. in the Drawings and designs, and Specifications;
B. in the method or manner of performance of the Work;
C. in the COUNTY -furnished facilities, equipment, materials, services or site; or
D. directing acceleration in the performance of the Work.

13.6 Except as herein provided, no order, statement, or conduct of the COUNTY shall be treated as a Change Order or Field Order or entitle the CONTRACTOR to an equitable adjustment hereunder.

13.7 No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Contract.

13.8 The value of any additional Work or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways at the sole discretion of the COUNTY:

A. where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved;
B. by negotiated lump sum; or
C. cost plus. If this option is selected, COUNTY reserves the right to request any and all documentation from CONTRACTOR in support of its foregoing actual costs, and CONTRACTOR agrees promptly to supply such information.

13.9 For changes in the Work performed by CONTRACTOR's own forces, CONTRACTOR

shall be entitled to a percentage mark-up for actual costs as defined in Section 1 of ten (10) percent.

13.10 For changes in the Work performed by subcontractors, (a) the subcontractor shall be entitled to mark-up the cost of the change(s) by ten (10) percent, and (b) the CONTRACTOR shall be entitled to mark-up the subcontractor's total by five (5) percent. The foregoing shall be the maximum amount allowable for subcontractor's and CONTRACTORs actual costs as defined in Section 1.

ARTICLE 14
MATERIALS, EQUIPMENT AND WORKMANSHIP; SUBSTITUTIONS

14.1 Only new, unused items of recent manufacture, of designated quality, free from defects, will be accepted. Rejected items shall be removed immediately from the Work and replaced with items of specified quality. Failure by COUNTY to order removal of rejected materials and equipment shall not relieve CONTRACTOR from responsibility for quality of the materials supplied nor from any other obligation under the Contract Documents.

14.2 No Work defective in construction or quality, or deficient in meeting any requirement of the Contract Drawings and Specifications will be acceptable regardless of COUNTY'S failure to discover or to point out defects or deficiencies during construction; nor will the presence of field representatives at the Work or the satisfaction of the WORK meeting applicable code requirements relieve CONTRACTOR from responsibility for the quality and securing progress of Work as required by the Contract Documents.

14.3 Prior to proposing any substitute item, CONTRACTOR shall satisfy itself that the item proposed is, in fact, equal or better to that specified, that such item will fit into the space allocated, that such item affords comparable ease of operation, maintenance and service, that the appearance, longevity and suitability for the climate are comparable, and that by reason of cost savings, reduced construction time, or similar demonstrable benefit, the substitution of such item will be in COUNTY'S interest, and will in no way have a detrimental effect upon the Project completion date and schedule.

14.3.1 The burden of proof of equality of a proposed substitution for a specified item shall be upon CONTRACTOR. CONTRACTOR shall support its request with sufficient test data and other means to permit COUNTY to make a fair and equitable decision on the merits of the proposal. CONTRACTOR shall submit drawings, samples, data and certificates and additional information as may be required by the COUNTY for proposed substitute items as required by the Contract Documents.

14.3.2 Any item by a manufacturer other than those specified or of brand name or model number or of generic species other than those specified will be considered a substitution. COUNTY will be the sole judge of whether or not the substitution is equal in quality, utility and economy to that specified.

14.3.3 CONTRACTOR shall allow an additional 15 calendar days for COUNTY'S review of substitutions. All requests for substitutions with submittal data must be made at least fifty (50) calendar days prior to the time CONTRACTOR must order, purchase or release for manufacture

or fabrication. Approval of a substitution shall not relieve CONTRACTOR from responsibility for compliance with all requirements of the Contract. CONTRACTOR shall coordinate the change with all trades and bear the expense for any changes in other parts of the Work caused by any substitutions.

14.3.4 If COUNTY rejects CONTRACTOR'S substitute item on the first submittal, CONTRACTOR may make only one additional request for substitution in the same category. Upon the second request, the CONTRACTOR shall be invoiced the expenses of the COUNTY allocable to the review of such submittal data. The foregoing amounts shall be deducted, as applicable, from the next succeeding partial payment to the CONTRACTOR, or from the final payment.

ARTICLE 15
COMPLIANCE

15.1 All work, labor, materials and equipment provided under each Work order shall be performed in strict compliance with any and all applicable building and fire, life and safety codes and strictly in accordance with plans and specifications. CONTRACTOR must satisfy itself that the Plans, Drawings and Specifications in fact comply with all applicable codes. CONTRACTOR shall notify COUNTY prior to commencement of Work of any requirement of the plans and specifications not in strict compliance with such codes. There will be no extra payment for compliance to existing codes or any item of interpretation regarding enforcement of existing codes. CONTRACTOR is representing by acceptance of this Agreement that it has thoroughly researched all applicable codes and regulations affecting this Project.

15.2 If, during the term of this Contract, there are any changed or new laws, ordinances or regulations not known or foreseeable at the time of signing this Contract which become effective and which affect the cost or time of performance of the Contract, CONTRACTOR shall immediately notify COUNTY in writing and submit detailed documentation of such effect in terms of both time and cost of performing the Contract. Upon concurrence by COUNTY as to the effect of such changes, an adjustment in the Contract Price and/or time of performance will be made. If any discrepancy or inconsistency should be discovered between the Contract Documents and any law, ordinance, regulation, order or decree, CONTRACTOR shall immediately report the same in writing to COUNTY who will issue such instructions as may be necessary. However, it shall not be grounds for a Change Order that the CONTRACTOR was unaware of or failed to investigate the rules, codes, regulations, statutes, and all ordinances of all applicable governmental agencies having jurisdiction over the Project or the Work.

15.3 CONTRACTOR shall give all notices and at all times comply with all applicable laws, codes, ordinances, rules and regulations in effect during the time of performance of the Work.

15.4 CONTRACTOR shall deliver a product which will meet or exceed the Design Criteria package standards, provide a complete and functional facility including but not limited to all necessary interfaces between this facility and adjacent existing facilities, and/or anticipated future facilities. All built-in equipment, systems, controls, devices and finishes necessary for the efficient use and maintenance of the facility and its related site work, except as otherwise noted and/or clarified herein, shall be included in the Work.

ARTICLE 16
NON-DISCRIMINATION

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

ARTICLE 17
DEFECTIVE WORK

17.1 Rejecting Defective Work. The COUNTY shall have authority to disapprove or reject Work which is "defective" (which term is hereinafter used to describe Work that is unsatisfactory, faulty or defective, or does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to final acceptance). Such parties shall also have authority to require special inspection or testing of the Work as such parties may individually or severally deem necessary, whether or not the Work is fabricated, installed or completed.

17.2 Correction of Defective Work. Upon presentation of a Defective Work Notice to the CONTRACTOR or CONTRACTOR'S Project Superintendent, the CONTRACTOR shall meet within twenty-four (24) hours with the COUNTY, and, at the sole option of COUNTY, the COUNTY'S representative, to discuss a work plan and time-line to correct the defective Work. The CONTRACTOR shall have no more than five (5) working days to begin corrective action and repairs in accordance with the agreed upon schedule; provided, however, all repairs to natural gas, telephone, radio, computer security, water, waste water, electric air conditioning services and all emergency services shall be commenced within twelve (12) hours of notification, or by 7:00 a.m. whichever is earlier, and CONTRACTOR shall complete the repairs in an expeditious manner befitting the nature of the deficiency. If the CONTRACTOR refuses to comply with the twenty four (24) hour meeting requirement, or the agreed upon correction schedule, the COUNTY has the right to do any of the following: (1) correct any Work so performed by the CONTRACTOR and deduct the expenses for doing so from the final payment due the CONTRACTOR, or (2) hold back final payment due CONTRACTOR until such time as the Work is completed to the satisfaction of the COUNTY and in compliance with the Contract Documents. The COUNTY shall have the sole discretion to determine if the Work is satisfactory and in compliance with Contract Documents. The foregoing remedies are not exclusive and the COUNTY reserves the right to pursue any and all other remedies it deems applicable.

ARTICLE 18
BONDS AND INSURANCE

18.1 Payment and Performance Bonds. The CONTRACTOR shall, upon execution and return of this Agreement to the COUNTY, furnish a Public Payment Bond and a Performance Bond, and record that Bond with the Clerk of the Circuit Court's office, pursuant to Section 255.05, Florida Statutes, in at least an amount equal to the Contract Price for any Work Order valued at

$200,000.00 or greater, covering the faithful performance of this Agreement and all CONTRACTOR'S faithful performance and payment of all CONTRACTOR'S obligations under the Contract Documents. The Surety must be included in the most recent United States Department of the Treasury List of Acceptable Sureties, authorized to issue surety bonds in Florida, and which maintains a surety rating of "A-" or better. A complete copy of the fully executed Payment Bond shall be posted in a conspicuous place at the Project site. If the Surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its authorization to do business in the State of Florida is terminated or it ceases to be listed on the United States Department of Treasury List of Acceptable Sureties, or its surety rating ceases to be an "A-" or better, CONTRACTOR shall within five (5) days thereafter substitute another Payment Bond, Performance Bond, and Surety, each of which shall be in accordance with the Contract Documents and acceptable to COUNTY . An action to enforce any claim against a payment bond must be brought within one year from the last furnishing of labor, services, or materials, or as otherwise stated in Section 95.11, Florida Statutes. An action to enforce any claim against a performance bond must be brought within five years in accordance with Section 95.11, Florida Statutes, and applicable case law.

18.2 Insurance

18.2.1. Certificate of Insurance. One (1) certified true copy of the policy/policies must be furnished by CONTRACTOR to COUNTY prior to commencement of any Work Order including demolition, site work, site preparation or construction Work. The Certificate(s) of Insurance must indicate Martin County Board of County Commissioners as additional insureds on all policies. The statement "Additional Insureds" is to be listed in the Description Block of the Insurance Certificate. The indication that Martin County Board of County Commissioners is a Certificate Holder is not sufficient for this issue. The insurance certificate must indicate the Project name and all other requirements set forth in Section 18 and the sample Accord Certificate of Insurance provided.

18.2.2. General Insurance Requirements

a. CONTRACTOR and, where designated, each of its subconsultants, Professionals, and subcontractors shall obtain and maintain during the full duration of Work required under this AGREEMENT, and through any period of limitation allowed by law for actions for personal injury, bodily injury, disease, death, property damages and other losses or damages required to be insured hereunder, the following insurance coverages, in the type, amounts, terms and in conformance with the following minimum requirements.

b. All policies and endorsements shall be issued on Insurance Service Office (ISO) forms or on forms providing broader and no less restrictive coverage. Notwithstanding the foregoing, the form and content of all policies and endorsements must be acceptable to the COUNTY.

c. The policy(s) shall provide for 30 Days prior written notice to the COUNTY, by registered or certified mail, if cancellation or any change that will reduce the coverages required herein.

d. The policy(s) shall be written for the estimated construction Work, commencing with the initial demolition, Site Work and/or Site preparation and ending at the Final Completion date, and shall contain an endorsement providing for extension of the policy(s) for up to two (2) years. The Products and Completed Operations portions of the General Liability shall extend for a period of two years after the Final Acceptance of the Project by the COUNTY .

e. All liability polices required herein shall be written on an occurrence basis.

f. The policies shall name the COUNTY , its commissioners and staff as additional insureds as their interest may appear under this Agreement.

g. All insurers shall agree to waive all rights of subrogation against the COUNTY and each individual member of the Board of County Commissioners, Constitutional Officers or staff.

18.2.3. Premiums. The CONTRACTOR shall be solely responsible for payment of all premiums for insurance required under this Agreement and shall be solely responsible for the payment of all deductibles to which such policies are subject.

18.2.4. Specific Insurance Limits are as follows:

a. Workers' Compensation - The CONTRACTOR shall carry Workers' Compensation insurance on behalf of all employees who are required to provide a service under this Agreement, as required by Section 440, Florida Statutes and Employers Liability of limits no less than:

$500,000	each accident
$500,000	disease - policy limit
$500,000	each employee

b. Commercial General Liability - including but not limited to bodily injury, $2,000,000 per location aggregate covering all Work performed under this Agreement. The insurance shall include all major divisions of coverage and shall be on a comprehensive general basis including Premises and Operations (including X-C-U), COUNTY's and CONTRACTORS Protective, Products and Completed Operations.

c. Automobile Liability - including bodily injury and property damage liability for all vehicles owned, hired, leased and non-owned with limits of not less than Agreement.

d. Umbrella Liability - to include the Employers Liability, general liability and automobile in underlying policy schedule, with limits of not less than $1,000,000.

e. Hazardous Material - if the Work being performed involves hazardous materials, the need to procure appropriate insurance coverage will be addressed in a contract modification. However, if hazardous materials are identified while carrying out this Agreement, no further Work is to be performed in the area of the hazardous material until the COUNTY has been consulted as to the need to procure and maintain such coverage.

g. Property Insurance/Builders Risk (if applicable) – CONTRACTOR shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations).

This insurance shall:

1. include the interests of COUNTY, CONTRACTOR, subcontractors, Architect/Engineer, Architect/Engineer's consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by COUNTY prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Architect/Engineer;

5. allow for partial utilization of the Work by COUNTY ;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by COUNTY, CONTRACTOR, and Architect/Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

8. The COUNTY and CONTRACTOR waive all rights against each other and any of their subcontractors, agents and employees and the Architect/Engineer, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section or other property insurance applicable to Work, except as to proceeds of such insurance held by CONTRACTOR as fiduciary.

18.2.5 Waiver of Subrogation. CONTRACTOR hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents 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 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, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

ARTICLE 19
PERFORMANCE GUARANTEE AND WARRANTY

19.1 All materials and equipment incorporated into any Work Order shall be warranteed and guaranteed as new quality, and of the highest grade of quality for their intended use, and all Work shall be performed in good workmanship and shall be in accordance with all plans and specifications and industry standards. The Work shall be functionally sound, technically proficient, developed with structural integrity, shall exhibit high quality architectural principles, and shall be in compliance with all governing laws, regulations, applicable building codes, hurricane design, and applicable Florida Building Code. CONTRACTOR warrants all Work against defects for a period of one year (unless longer guarantees or warranties are provided for elsewhere in the Contract or at law in which case the longer periods of time shall prevail) from the date of Substantial Completion, regardless of whether the Work was performed by CONTRACTOR or any of its subcontractors.

19.2 CONTRACTOR shall repair or replace the defective Work and cure such defect within 48 hours of receipt of written notice. CONTRACTOR warrants such repaired or replaced Work for a period of one (1) year from the completion of the warranty work or the warranty period specified, whichever is longer. Should CONTRACTOR fail to timely cure such defects, COUNTY may proceed to performed the work at CONTRACTOR'S expense and may backcharge CONTRACTOR for all costs associated with the work.

19.3 CONTRACTOR agrees to require that all of its subcontractors, suppliers and materialmen provide warranties in their agreements at least sufficient to satisfy CONTRACTOR'S obligations in this Agreement; and CONTRACTOR shall assign all such warranties to the COUNTY as a condition precedent to the receipt of final payment. CONTRACTOR agrees to defend and indemnify COUNTY against all fees and costs should CONTRACTOR fail to obtain the warranty protections required herein.

19.4 For all equipment that has a manufacturer's warranty, the CONTRACTOR shall assign such warranty to the COUNTY. The manufacturer's warranty period shall be concurrent with the CONTRACTOR'S warranty to the COUNTY. In the event that the equipment manufacturer or supplier is unwilling to provide such a warranty, the CONTRACTOR shall obtain a 2-year equipment warranty commencing at the time of acceptance of the equipment by the COUNTY.

ARTICLE 20
SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

20.1 Documents and Samples at the Site. From and after commencement of the Construction Work, the CONTRACTOR shall maintain at the site one record copy of the Construction Documents, and any and all amendments thereto, in good order and marked to record changes and selections made during the Design Phase and Construction Phase. In addition, the CONTRACTOR shall maintain at the site approved shop drawings, product data, samples and similar required submittals. These shall be provided to COUNTY upon completion of the Work.

20.2 Shop Drawings, Product Data and Samples.

20.3 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required the way the CONTRACTOR proposes to conform the construction to the Contract Documents.

20.4 The CONTRACTOR shall review and take appropriate action upon Shop Drawings, Product Data, Samples and similar submittals. Design Criteria Professional shall review Shop Drawings, Product Data, Samples and similar submittals for compliance with the Design Criteria Documents and shall provide comments, if any, within fifteen (15) days of receiving such documents.

20.5 Responsibility. The CONTRACTOR shall not be relieved of responsibility for the deviations from requirements of the Contract Documents by COUNTY'S approval of Shop Drawings, Product Data, Samples or similar submittals unless the CONTRACTOR has specifically informed COUNTY of such deviation at the time of the submittal and COUNTY has given written approval to the specific deviation. The CONTRACTOR shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by COUNTY'S approval thereof.

ARTICLE 21
SAFETY

21.1 The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The CONTRACTOR shall take all precautions and follow all procedures for the safety of, and shall provide all protection to prevent injury to, all persons involved in any way in the Work and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of the COUNTY and Users who may be affected thereby. The CONTRACTOR shall set forth in writing its safety precautions and programs in connection with the Work and submit the same to the COUNTY for review. The COUNTY may, but shall not be obligated to, make suggestions and recommendations to the CONTRACTOR with respect thereto.

21.2 All Work, whether performed by the CONTRACTOR, its subcontractor or sub-subcontractors, or anyone directly or indirectly employed by any of them, and all equipment, appliance, machinery, materials, tools and like items incorporated or used in the Work, shall be in compliance with, and conform to:

1. all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other authority relating to the safety of persons and their protection against injury, specifically including, but in no event limited to, the Federal Occupational Safety and Health Act of 1970 and the Trench Safety Act, as amended and all state, Martin County and, where the Project is located in a municipality, municipal, rules and regulations now or hereinafter in effect; and

2. all codes, rules, regulations and requirements of the COUNTY and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall

govern.

21.3 Should the CONTRACTOR fail to provide a safe area for the performance of the Work or any portion thereof, the COUNTY shall have the right, but not the obligation, to suspend Work in the unsafe area. All costs of any nature resulting from the suspension, by whomsoever incurred, shall be borne by the CONTRACTOR.

21.4 The CONTRACTOR shall provide, or cause to be provided, to each worker on the Work site the proper safety equipment for the duties being performed by that worker and will not permit any worker on the Work site who fails or refuses to use the same. The COUNTY shall have the right, but not the obligation, to order the CONTRACTOR to send a worker home for the day or to discharge a worker for his or her failure to comply with safe practices, with which order the CONTRACTOR shall promptly comply.

21.5 Emergencies. In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the COUNTY, is obligated to act, at its discretion, to prevent threatened damage, injury or loss. If the CONTRACTOR believes that additional Work done by it in an emergency which arose from causes beyond its control entitles it to an increase in the Contract Price or an extension of the Contract Time, it may make a claim therefore as provided in the Contract Documents.

ARTICLE 22
PROTECTION OF WORK AND PROPERTY

22.1 CONTRACTOR shall, throughout the performance of the Contract, maintain adequate and continuous protection of all completed Work and temporary facilities against loss or damage from whatever cause, shall protect the property of the COUNTY and third parties from loss or damage from whatever cause arising out of the performance of the Contract and shall comply with the requirements of the COUNTY and its insurance carriers and with all applicable laws, codes, rules and regulations with respect to the prevention of loss or damage to the property. COUNTY, its insurance carriers, or representatives may, but shall not be required to, make periodic patrols of the Work site as a part of its normal safety, loss control and security programs. In such event, however, the CONTRACTOR shall not be relieved of its aforesaid responsibilities and the COUNTY shall not assume, nor shall it be deemed to have assumed, any responsibility otherwise imposed upon the CONTRACTOR by this Contract.

22.2 Before the CONTRACTOR disposes of any existing improvements or equipment which are to be removed as a portion of the Work, and for which disposition is not specifically provided for elsewhere in the Contract Documents, CONTRACTOR shall contact the COUNTY and determine if the removal items are to be salvaged. Items to be salvaged by the COUNTY shall be neatly stockpiled or stored in a neat and acceptable manner at the construction site easily accessible to the COUNTY. Equipment and materials which will not be salvaged by the COUNTY shall become the property of the CONTRACTOR to be removed from the site and disposed of in an acceptable manner. To the extent CONTRACTOR intends to temporarily store materials at a site near or adjacent to the Project site prior to ultimate removal or disposal, CONTRACTOR must first obtain written authorization from the COUNTY, as well as, the property owner.

22.3 Preservation of Trees. Those trees which are designated on the Drawings for preservation shall be carefully protected from damage. The CONTRACTOR shall erect and maintain such protections such as barricades, guards, and enclosures as is necessary for the protection of the trees during all construction operations. CONTRACTOR shall replace any and all trees damaged during construction activities (other than trees specified to be removed) at no expense to the COUNTY.

22.4 Preservation of Private Property. The CONTRACTOR shall exercise extreme care to avoid unnecessary disturbance of private property as applicable. Trees, shrubbery, gardens, lawn and other landscaping that must be removed shall be replaced and replanted to restore the construction easement to the condition existing prior to construction. All soil preparation procedures and replanting operations shall be under the supervision of a nurseryman experienced in such operations. Any vegetation requiring relocation, temporary or otherwise, which is damaged or destroyed, shall be replaced at no cost to the COUNTY. CONTRACTOR shall replace any and all such vegetation damaged during construction activities (other than vegetation specified to be removed) at no expense to the COUNTY.

22.5 Until final acceptance of the Work by the COUNTY pursuant to this Contract, the CONTRACTOR shall have full and complete charge and care of and, except as otherwise provided in this subparagraph, shall bear all risk of loss of, and injury or damage to, the Work or any portion thereof (specifically including COUNTY -furnished supplies, equipment or other items to be utilized in connection with, or incorporated in, the Work) from any cause whatsoever.

22.6 Manholes, fire alarms, etc., shall not be obstructed by CONTRACTOR. CONTRACTOR is to make no connections to or operate valves on water mains or otherwise interfere with the operation of the water system, without first giving written approval from the appropriate governmental entity.

ARTICLE 23
UTILITY COORDINATION

23.1 The CONTRACTOR shall be responsible for making all necessary arrangements with governmental departments, public utilities, public carriers, service companies and corporations owning or controlling roadways, railways, water, sewer, gas, electrical, cable television, telephone, and telegraph facilities such as pavements, tracks, piping, wires, cables, conduits, poles, guys, etc., including incidental structures connected therewith, that are encountered in the Work in order that such items may be properly shored, supported and protected, or the CONTRACTOR shall be solely responsible for coordinating their relocation. The CONTRACTOR shall give all proper notices, shall comply with requirements of such parties in the performance of its Work, shall permit entrance of such parties on the Work site in order that they may perform their necessary Work, and shall pay all charges and fees made by such parties for this Work. The CONTRACTOR'S attention is called to the fact that there may be delays on the Project due to Work to be done by governmental departments, public utilities, and others in repairing or moving poles, conduits, etc. The CONTRACTOR shall cooperate with the above parties, in every way possible, so that the construction can be completed in the least possible time.

23.2 At all points where the Work constructed by CONTRACTOR connects to existing utilities and services, the actual Work of making the necessary connection to the existing service or utility shall be arranged for by CONTRACTOR at no expense to COUNTY (unless specifically indicated otherwise). Services and utilities included within (but not limited to) this responsibility are roads, ditches, electrical, sewer, mechanical utilities, water, fencing, etc. Connections shall be made at a time that will result in the least possible interference with existing services.

ARTICLE 24
HAZARDOUS MATERIALS

CONTRACTOR shall obtain all required Federal, State and local permits and licenses and shall be responsible for the safe and proper handling, transporting, storage and use of any explosive or hazardous materials brought onto or encountered within the site, and at its expense, make good any damage caused by its handling, transporting, storage and use. The CONTRACTOR will notify the COUNTY immediately if explosive or hazardous materials are encountered on the Project site. Transporting explosive or hazardous materials onto the site will require prior written approval from the COUNTY. CONTRACTOR shall maintain and post as necessary Material Hazard Data Sheets for all applicable Hazardous Materials used in the course of its work. In the event that hazardous material is improperly handled or stored by the CONTRACTOR, its subcontractors, any sub-subcontractors, or any employee or agent of any of the aforementioned which results in contamination of the site, CONTRACTOR shall immediately notify the COUNTY and the appropriate governmental authority and shall take whatever action is necessary or desirable to remediate the contamination at the CONTRACTOR'S sole cost and expense.

ARTICLE 25
AUDIT

The CONTRACTOR agrees that the COUNTY, or any of its duly authorized representatives shall have access to and the right to examine any and all books, documents, papers, and records of the CONTRACTOR, and may at its option conduct an audit of the CONTRACTOR'S financial books and records concerning this Project. The CONTRACTOR agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto which are found on the basis of audit examination to constitute non-allowable costs under this Agreement. The CONTRACTOR shall promptly refund by check payable to the COUNTY the amount of such reduction of payments. All required records shall be maintained until the later of an audit is completed and all questions arising therefore are resolved, or six (6) years after completion of the Work and issuance of the final completion certificate.

ARTICLE 26
PUBLIC RECORDS

The CONTRACTOR shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law) in connection with this Agreement and shall provide access to public records in accordance with Section 119.0701, Florida Statutes.

ARTICLE 27
ASSIGNMENT

27.1 CONTRACTOR shall not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same or any part thereof, or allow legal action to be brought in its name for the benefit of others, without previous written consent of the COUNTY and SURETIES.

27.2 If for any reason the COUNTY terminates its agreement with the CONTRACTOR, the CONTRACTOR hereby assigns this Agreement to the COUNTY. CONTRACTOR shall include in each of its subcontracts language that requires its Subcontractors to agree to such assignment and to perform their responsibilities and to fully complete the work required by this Contract directly for the COUNTY.

ARTICLE 28
ATTORNEY'S FEES AND COSTS

28.1 In the event the CONTRACTOR defaults in the performance of any of the terms, covenants and conditions of this Agreement, the CONTRACTOR agrees to pay all damages and costs incurred by the COUNTY in the enforcement of this Agreement, including reasonable attorney's fees, expert fees, court costs and all expenses, even if not taxable as court costs, including, at the State Court, Appellate Court and in Bankruptcy Proceedings.

28.2 In cases other than outlined in Section 28.1, the parties expressly agree that each party will bear its own attorney's fees incurred in connection with this Agreement.

ARTICLE 29
NOTICES

All notices under this Agreement shall be in writing and shall be (as elected by the person giving such notice) mailed solely by Certified Mail, Return Receipt Requested, Hand Delivery with Proof of Service, or by Overnight Courier to the COUNTY and CONTRACTOR at the addresses listed on page one of this Agreement. Either party may change its address, for the purposes of this Section, by 30 day prior written notice to the other party given in accordance with the provisions of this Section.

ARTICLE 30
RESOLUTION OF CLAIMS AND DISPUTES

30.1 Mediation. As a condition precedent to the filing any legal proceedings, the parties shall endeavor to resolve claim disputes or other matters in question by mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The party shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the COUNTY shall select the mediator, who, if selected solely by the COUNTY, shall be a mediator certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by each party to the mediator

30.2 Non-jury trial. The parties expressly and specifically hereby waive the right to a jury trial as to any issue in any way connected with this Agreement.

30.3 The parties expressly and specifically hereby waive all tort claims and limit their remedies to breach of contract as to any issue in any way connected with this Agreement.

ARTICLE 31
MISCELLANEOUS

31.1 Taxes. The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The CONTRACTOR shall not be exempt from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONTRACTOR authorized to use the COUNTY'S Tax Exemption Number in securing such materials. The CONTRACTOR shall be responsible for payment of all federal, state, and local taxes and fees applicable to the Work and same shall be included in the Contract Price.

31.2 Pledge of Credit. The CONTRACTOR shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any Agreement, debt, obligation, judgment, lien or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of the Agreement.

31.3 Remedies and Choice of Law. This Contract is to be governed by the law of the state in which the Project is located. Venue for any lawsuit to enforce the terms and obligations of this Contract shall lie exclusively in Martin County, Florida.

31.4 Entirety of Agreement. All prior and contemporaneous negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein are merged into this Agreement. No modification, amendment or alteration of this Agreement may be made unless made in writing pursuant to the terms of this Agreement.

31.5 Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, then the remaining provisions survive and are fully binding and enforceable.

IN WITNESS WHEREOF, the COUNTY and the CONTRACTOR have executed this Agreement as of the date first above written.

REVIEWED BY

John Polley
Utilities & Solid Waste Director

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

(NC) Roger Batty 9-21-15
Taryn Kryzda
County Administrator

FLORIDA DESIGN DRILLING CORP.

Jeffrey Holst
Vice President

NOTARY FOR THE CONTRACTOR

State of FLORIDA
County of PALM BEACH

The foregoing instrument was acknowledged before me this 16 day of SEPTEMBER, 2015, by JEFFREY HOLST, to me known to be the person who signed the foregoing instrument or produced FL ID as identification.

WITNESS my hand and official seal this 16 day of SEPTEMBER, 2015.

Notary Public

RIANA ALLI
Notary Public - State of Florida
My Comm. Expires Jun 23, 2017
Commission # FF 030245

EXHIBIT A
SAMPLE WORK ORDER

RFB
ENTER CONTRACT NAME HERE (I.E. GENERAL CONTRACTING SERVICES)
WORK ORDER NO._____

Pursuant to that certain Contract ("**Contract**") between Martin County ("**County**") and _____ ("**Contractor**") dated _____, **Contractor** hereby agrees to provide the services specified on Exhibit "A", under the terms and conditions and at a cost of $_____ all as more specifically described in Exhibit "A", attached hereto and incorporated by this reference. The terms of the **Contract** shall be deemed to be incorporated in each individual Work Order as if fully set forth herein.

Substantial Completion Time:	_____ calendar days
Final Completion Time:	_____ calendar days
Liquidated Damages:	_____ per day

IN WITNESS WHEREOF, the **County** and the **Contractor** have executed this Work Order effective this _____ day of_____ 20__.

CONTRACTOR COMPANY NAME	BOARD OF COUNTY COMMISSIONERS MARTIN COUNTY, FLORIDA
_____	_____
Name & Title	Department Director Name/Title

A Payment & Performance Bond for all jobs over $200,000 is required to be recorded with the Martin County Clerk of the Circuit Court before commencement of work per F.S. 255.05

EXHIBIT B

ORIGINAL

RFB#2015-2813
WATER & WASTEWATER PLANT CONSTRUCTION

Description	Unit	Cost
Project Superintendent	HR	85.00
Project Manager	HR	110.00
Forman	HR	65.00
General Laborer (1 man crew)	HR	32.00
General Laborers (2 man crew)	HR	64.00
General Laborers (3 man crew)	HR	96.00
Electrical Control Programmer	HR	130.00
Electrician	HR	65.00
Mason	HR	~~16.00~~ DR 32.00
Mechanic	HR	60.00
Heavy Equipment Operator	HR	55.00
Administrative/Clerical	HR	80.00
Material Markup	%	12%

INSTRUCTIONS

Submit one original and one copy of all required bid forms.

Bids must be received no later than the date and time stated in the Advertisement. Bids received after that time & date will not be considered.

BID SIGNATURE SECTION

This form must be returned with bid. Bids in any other format will not be accepted.

FLORIDA DESIGN DRILLING CORP.	561-844-2966
Company Name	Telephone
DANIEL RINGDAHL	561-844-2967
Authorized Contract Signature Name	Fax
PRESIDENT	20-2779560
Title	Federal Employer ID#
7733 HOOPER RD	JEFF@FLDRILLING.COM
Street Address	E-mail Address
WEST PALM BEACH, FL 33411	
City, State, Zip	Authorized Signature

AGREEMENT BETWEEN COUNTY AND CONTRACTOR FOR CONSTRUCTION SERVICES

THIS AGREEMENT, effective this 1st day of September in the year, 2015, between:

MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida, (hereinafter COUNTY), located at 2401 S.E. Monterey Road, Stuart, FL 34996

AND the CONTRACTOR: (hereinafter CONTRACTOR)	Poole & Kent Company of Florida 1781 NW North River Drive Miami, FL 33125
Contract Name:	Water & Wastewater Treatment Plant Construction
Contract Number:	RFB2015-2813
Total Contract Value:	$5,000,000.00 (to all vendors combined over 5 years)
Contract Term:	Three (3) years plus two optional 1-year renewals

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ARTICLE 1
DEFINITIONS

1.1 *Defined Terms*

A. Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

1. *Actual Costs.*
   a. costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
   b. cost of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
   c. rental cost of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
   d. costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work;
   e. additional cost of field supervision and field office personnel directly attributable to the charge, exclusive of the cost of estimating, contract administration, and purchasing.

2. *Addenda.* Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the Contract Documents.

3. *Agreement.* The written instrument which is evidence of the agreement between COUNTY and CONTRACTOR covering the Work. Also referred to as "Contract".

4. *Bonds.* Performance bond and payment bond and other instruments of security, furnished by the CONTRACTOR and its surety in accordance with the Contract Documents and in accordance with the law of Florida.

5. *Change Order.* A written document which is signed by CONTRACTOR and COUNTY 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.

6. *Claim.* A demand or assertion by COUNTY or CONTRACTOR seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

7. *Contract Documents.* The Contract Documents establish the rights and obligations of the parties and include the following: Agreement (including Exhibits), Work Order, entire bid package including Advertisement, all Addenda and Instructions to Bidders, CONTRACTOR'S completed Bid Form package, Notice of Award, Notice to Proceed, drawings, specifications, plans, data, studies, surveys, calculations, permit applications, estimates, photographs, reports, approved submittals, and other documents prepared by, through, or under CONTRACTOR that fix, depict and/or describe the size, quality and character of the Project, the Bonds, these General

Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and Architect/Engineer's written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

8. *Contract Price.* The moneys paid to CONTRACTOR under Contract Documents.

9. *Contract Time.* The number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by Architect/Engineer's written recommendation of final payment.

10. *CONTRACTOR.* The individual or entity with whom COUNTY has entered into the Agreement.".

11. *Drawings.* That part of the Contract Documents prepared or approved by an Architect or Engineer which graphically shows the scope, extent, and character of the Work to be performed by CONTRACTOR. Shop Drawings and other CONTRACTOR submittals are not Drawings as so defined.

12. *Effective Date of the Agreement.* The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

13. *Field Order.* A written order issued by Architect/Engineer's or COUNTY which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

14. *Final Completion or Final Acceptance.* The completion of all Work called for under the Contract Documents, including, but not limited to, satisfactory operation of all equipment (other than COUNTY supplied equipment or facilities or those installed by separate CONTRACTORS); correction of all punch list items to the satisfaction of COUNTY , payment of all trade CONTRACTORS, subcontractors, and materialmen; settlement of all claims, if any; payment and release of all mechanic's, materialmen's, and similar liens; delivery of all guarantees, equipment operation and maintenance manuals, as-built drawings, building certificates, electrical certificates, mechanical certificates, plumbing certificates, and all other required approvals and acceptances by any municipality within Martin County, Martin County itself, the State of Florida or other authorities or agencies having jurisdiction; and removal of all rubbish, tools, scaffolding, and surplus materials and equipment from the Work site.

15. *Notice to Proceed.* A written notice given by COUNTY to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform the Work under the Contract Documents.

16. *Public Record.* All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in

connection with the transaction of official business between the COUNTY and the CONTRACTOR.

17. *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.

18. *Shop Drawings.* All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.

19. *Specifications.* That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

20. *Substantial Completion.* The stage in construction when the Work can be utilized for the purposes for which it was intended, as well as the satisfaction of the following requirements: (1) the items that affect operational integrity and function of the Project must be capable of continuous use; (2) all permits and other regulatory requirements must be satisfied; and (3) a Certificate of Occupancy must be issued where one is required. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

21. *Surety.* The corporate body that is responsible for the CONTRACTOR in connection with the Work as set forth in the Bonds and that is included in the most recent United States Department of the Treasury List of Acceptable Sureties and authorized to issue surety bonds in Florida, and which maintains a surety rating of "A-" or better or equivalent rating by a nationally recognized rating agency.

22. *Underground Facilities.* All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

23. *Work.* Services as defined in each individual Work Order to be paid for on the basis of R.S. Means unit prices with discount indicated in CONTRACTOR's bid.

23. *Work Order.* A formal document that is dated, serially numbered, and executed by both the COUNTY and the CONTRACTOR in response to COUNTY's request for proposal, by which COUNTY accepts CONTRACTOR's proposal for specific Services and CONTRACTOR indicates a willingness to perform such specific Services under the terms and conditions specified in this AGREEMENT.

ARTICLE 2
WORK/PRELIMINARY REQUIREMENTS

2.1 Work. CONTRACTOR agrees to furnish and complete all authorized and approved

work, materials, supplies, tools, furnishings, fixtures, labor, services, equipment, construction management and contract administration services for site development, permitting, regulatory matters, testing, environmental mitigation, traffic, landscaping, accounting, coordination, and construction of the Project..

2.2 Commencement of Work and Notices to Proceed. The Date of Commencement of all Work shall be the date indicated in the Notice to Proceed and/or Work Order. Notice to Proceed as to each Work Order shall be issued by the Project Manager after the CONTRACTOR has delivered to the COUNTY the executed Work Order, the Bonds and Insurance Certificates in accordance with the Work Order and AGREEMENT, and the Board has approved this AGREEMENT. No Work shall be performed by the CONTRACTOR or its Professionals, subconsultants, or subcontractors, and no irrevocable commitments to vendors shall be made prior to the Date of Commencement, at which time, CONTRACTOR may commence to perform Work.

2.3 Nothing contained in any Work Order shall conflict with the terms of this AGREEMENT, and the terms of this AGREEMENT shall be deemed to be incorporated in each individual Work Order as if fully set forth therein. A Work Order shall contain the following:

a. A description of the specific Services to be performed, a schedule and amount of compensation to be paid with sufficient detail so as to identify all of the various elements of costs such as, labor rates by classification, hours for each classification, extended price, subcontracted labor (also broken out), material, other direct costs, overhead rate, indirect rate, and profit/fee. The sufficiency of such budget detail is subject to the approval of the COUNTY; and

b. Any other additional instructions or provisions relating to the specific Services authorized pursuant to each Work Order that do not conflict with the terms of this Agreement.

2.4 Preconstruction Conference(s). If required by the specific services outlined in the Work Order, the CONTRACTOR shall meet with the COUNTY for review and acceptance of the CONTRACTOR'S initial submittals, CPM Schedule, Final Schedule of Values, personnel and Subcontractor list, to review mobilization requirements, to establish procedures for handling shop drawings and other Submittals and Applications for Payment, and to establish a working understanding among the parties as to the Work.

2.5 Assumption of Risks. CONTRACTOR shall become familiar with and prepare for the normal weather conditions existing in Martin County, Florida. Normal weather conditions are expected to impact the Work in numerous ways, including but not limited to, delays during and after periods of rainfall, temporary flooding and ponding, wet ground, high winds and debris. CONTRACTOR'S Contract Price and Project Schedule, and any subsequent approved revisions thereto, shall sufficiently anticipate and include normal weather Days as reflected by 10-year average of historical records produced by the National Weather Service. Additionally, the CONTRACTOR assumes the risk for all costs associated with concealed Site conditions which are foreseeable through the exercise of due diligence. Again, it shall be the obligation of CONTRACTOR to fully investigate the Site and provide sufficient contingency amounts for conditions which are foreseeable.

ARTICLE 3
CONTRACT PRICE

The OWNER shall pay the CONTRACTOR for the performance of Work outlined in each individual Work Order issued in accordance with the Contract Documents, the fixed Contract Price outlined in each individual Work Order, based on the unit costs in the Bid. The obligations of the OWNER under this Agreement are subject to the availability of funds lawfully appropriated for the Project by the Board of County Commissioners of Martin County.

ARTICLE 4
CONTRACTOR RESPONSIBILITIES

4.1 General Responsibilities

1. CONTRACTOR represents that it has familiarized itself with, and assumes full responsibility for having familiarized itself with, the nature and extent of the Contract Documents, specifications set forth in each Work Order, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that may in any manner affect performance of the Work, and represents that it has correlated its study and observations with the requirements of the Contract Documents. CONTRACTOR also represents that it has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the Specifications and made such additional surveys and investigations as it deems necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents and that it has correlated the results of all such data with the requirements of the Contract Documents.

2. The CONTRACTOR shall give all notices and comply with all municipal, local, state and federal laws, ordinances, codes, rules, licenses, and regulations applicable to the Work. If the CONTRACTOR observes that any of the AGREEMENT is contradictory to such laws, rules, and regulations, it shall notify the Project Manager promptly in writing. If the CONTRACTOR performs any Work that it knows or should have known to be contrary to such laws, ordinances, rules, and regulations, it shall bear all related costs.

3. CONTRACTOR understands and acknowledges that all documents and materials provided with the RFP and any addenda, are general and preliminary, and that CONTRACTOR shall not rely on the accuracy or completeness thereof. CONTRACTOR acknowledges that its duties hereunder shall not be excused or discharged in any respect based on the incompleteness or inaccuracy of any such documents or materials.

4. CONTRACTOR shall be responsible to the COUNTY for acts and omissions of CONTRACTOR and CONTRACTOR'S agents, employees, Professionals, subconsultants, subcontractors, and all other parties performing Work by, through and under CONTRACTOR.

5. CONTRACTOR shall be responsible for the management, coordination and supervision of all design, permitting, and construction means, methods, techniques, sequences and procedures for completion of the Work.

6. The CONTRACTOR agrees to bind specifically every Professional, subconsultant and subcontractor to the applicable terms and conditions of the AGREEMENT, for the benefit of

the COUNTY.

7. CONTRACTOR represents that it is fully experienced and properly qualified to perform the Work under the Contract Documents and that it is properly licensed, equipped, organized and financed to perform such Work.

8. CONTRACTOR shall act as an independent CONTRACTOR and not as the agent of COUNTY. The CONTRACTOR shall supervise and direct the Work and shall be solely responsible for the means, methods, techniques, sequences and procedures of construction subject to compliance with the Contract Documents.

9. The CONTRACTOR shall employ and maintain a full time on-site an Authorized Representative who shall have been designated in writing by the CONTRACTOR and pre-approved by the COUNTY, dedicated to each Work Order full time, shall have full authority to act on behalf of the CONTRACTOR, and all communications given to the Authorized Representative shall be as binding as if given to the CONTRACTOR. Copies of written communications given to the CONTRACTOR'S Authorized Representative shall be mailed to the address set forth in the Contract for notices. Nothing contained herein shall be construed as modifying the CONTRACTOR'S duty of supervision and fiscal management as provided by Florida law. The COUNTY shall have the right to direct removal of any Authorized Representative of the CONTRACTOR assigned to the Project. Any change in the Authorized Representative of CONTRACTOR assigned to the Project shall be subject to the COUNTY'S prior approval.

10. The CONTRACTOR shall not employ any subcontractor or consultant against whom the COUNTY may have reasonable objection.

11. The CONTRACTOR represents to the COUNTY that the CONTRACTOR (and its officers, directors, partners or shareholders who holds ten (10%) percent or more of the outstanding stock of the CONTRACTOR), does not have any financial interest in or with (i.e. is not an officer, director, partner or ten percent plus shareholder) any person, entity, subcontractor, consultant, design professional, materialman, supplier, or any other subcontractor performing any Work or the Project. CONTRACTOR agrees to obtain prior written consent from the COUNTY before entering into any Contract on this Project in which it has a common financial interest.

12. The CONTRACTOR shall keep one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings on-site in good order and annotated to show all changes made during the construction process. Final acceptance of the Work will be withheld until all such modifications have been properly inserted electronically into the design documents (thus creating "As-Built Documents") and provided to the COUNTY, and the COUNTY approves those As-Built Documents.

13. The CONTRACTOR shall, at its expense, attend any and all meetings called by COUNTY to discuss the Work under the Contract.

14. CONTRACTOR shall deliver to the COUNTY both prior to commencing each Work Orderand also at the completion of the Project and before receipt of Final Payment, a DVD

video of the Project showing the site before Work is commenced, the site as it progresses on a monthly basis, and after Work has been completed for any vertical construction project valued over $200,000.00. CONTRACTOR shall identify on the DVD the station numbers as those areas of the Project are taped, as well as the date recorded. The cost of the recording is included in the bid submitted by the CONTRACTOR.

15. CONTRACTOR shall not establish and shall not allow its employees to engage in any commercial activities on the site of any Work Order.

16. The CONTRACTOR shall, at its expense, arrange for, develop and maintain all utilities in Work areas to meet the requirements of the Contract. Such utilities shall be furnished by CONTRACTOR at no additional cost to the COUNTY, and shall include, but not be limited to, the following: telephone service for the CONTRACTOR'S use; construction power as required at each point of construction; and water as required throughout the construction. Prior to final acceptance of the Work the CONTRACTOR shall, at its expense, satisfactorily remove and dispose of all temporary utilities developed to meet the requirements of the Contract. The COUNTY will assume the utility costs directly related to its usage of areas in which it has taken Beneficial Occupancy.

17. Maintenance of Traffic. The CONTRACTOR shall be responsible for the proper maintenance, control, and detour of traffic in the area of construction, during the course of construction. All traffic control and maintenance procedures shall be in accordance with the requirements of either the Florida Department of Transportation, Martin County, or the local municipality, within their respective area of jurisdiction. It shall be the CONTRACTOR'S responsibility, as Bidder, prior to submitting its Bid, to determine the requirements of these agencies so that its Proposal reflects all costs to be incurred. No claims for additional payment will be considered for costs incurred in the proper maintenance, control, detour and protection. The CONTRACTOR shall notify all such agencies and the COUNTY 48 hours in advance of any traffic detour.

18 The CONTRACTOR is responsible for adequate drainage at all times. Existing functioning storm sewers, gutters, ditches, and other run-off facilities shall not be obstructed.

19. Fire hydrant on or adjacent to the highway shall be kept accessible and no obstruction shall be placed within fifteen feet (15') of any hydrant.

20. Heavy Equipment shall not be operated close enough to pipe headwalls or other structures to cause their displacement.

21. Where the COUNTY determines it to be necessary for maintaining the security of livestock or adjacent property or for protection of pedestrians, the CONTRACTOR shall erect and operate under temporary security fencing. Permanent fencing shall be addressed as required by the Plans and Specifications.

ARTICLE 5
PAYMENT

5.1 Schedule of Values. The CONTRACTOR's Unit Price Proposal for each Work Order shall serve as the schedule of values for basis for progress payments and will be incorporated into a form of Application for Payment acceptable to the COUNTY. Progress payments on account of Work will be based on the number of units completed.

5.2 Progress Payments

A. Applications for Payments

1. All payments made to the CONTRACTOR, whether Partial or Final, shall be strictly in accordance with Section 218.70, Florida Statutes, addressing payment, retainage and punchlist procedures for the performance of public works projects to which the Project applies. CONTRACTOR is required to include Section 218.70, Florida Statutes, in all Subcontractor and vendor agreements. At least 25 business days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to COUNTY for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. Such supporting documents shall include but not be limited to releases from all parties who have served Notices to CONTRACTOR for the Project, a current release from CONTRACTOR releasing all claims, other than those previously submitted pursuant to Article 10 herein, through the date of the Application for Payment; and a monthly dated CPM schedule for Projects valued over $200,000.00. Submission of this supporting documentation shall be a condition precedent to the CONTRACTOR'S entitlement to receive payment. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that COUNTY has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect COUNTY'S interest therein, all of which must be satisfactory to COUNTY.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied on account to discharge CONTRACTOR'S legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be 10% of the Contract Price for all projects valued at $200,000.00 or more, or as otherwise stipulated in the Work Order. Retainage will not be held for projects valued under $200,000.00. After 50% completion of the construction, the amount of retainage withheld from each subsequent progress payment shall be five (5%) percent. "Fifty Percent Completion" of the Work is defined as that point in time where 50% of the overall value of the Work items incorporated and which will remain in place subsequent to final completion of the Work have been completed, based upon the schedule of values contained in the Contract. As such, and by way of example, the value of

CONTRACTORS mobilization, general conditions, supervision or like items which do not involve permanent incorporation of Work do not apply to the determination of "Fifty Percent Completion" of the Work for purposes of establishing entitlement to a reduction of retainage.

B. Review of Applications

1. COUNTY will, within 10 business days after the date on which the Application for Payment is stamped as received by the COUNTY, either process the payment or return the Application to CONTRACTOR indicating in writing COUNTY'S reasons for refusing to recommend payment. COUNTY may reject the payment request or invoice within 20 business days after the date on which the payment request or invoice is stamped as received by the COUNTY. The rejection must be in writing and must specify the deficiency in the payment request or invoice and the action necessary to make the payment request or invoice proper. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. The corrected payment requests or invoices must be paid or rejected on the later of:

a. Ten (10) business days after the date the corrected payment request or invoice is stamped as received; or

b. If the governing body is required by ordinance, charter or other law to approve or reject the corrected payment request, the first business day after the next regularly scheduled meeting of the COUNTY held after the corrected payment request is stamped as received.

2. COUNTY and/or Architect/Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to COUNTY, based on COUNTY and/or Architect/Engineer's observations on the Site of the executed Work as an experienced and qualified professional and on COUNTY and/or ENGINEER'S review of the Application for Payment and the accompanying data and schedules, that to the best of COUNTY and/or Architect/Engineer's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to CONTRACTOR'S being entitled to such payment appear to have been fulfilled in so far as it is Architect/Engineer's responsibility to observe the Work.

3. By recommending any such payment Architect/Engineer will not thereby be deemed to have represented that: (i) inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Architect/Engineer in the Contract Documents; or (ii) that there may not be other matters

or issues between the parties that might entitle CONTRACTOR to be paid additionally by COUNTY or entitle COUNTY to withhold payment to CONTRACTOR.

4. Neither COUNTY and/or Architect/Engineer's review of CONTRACTOR'S Work for the purposes of recommending payments nor Architect/Engineer's recommendation of any payment, including final payment, will impose responsibility on Architect/Engineer to supervise, direct, or control the Work or for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for CONTRACTOR'S failure to comply with Laws and Regulations applicable to CONTRACTOR'S performance of the Work. Additionally, said review or recommendation will not impose responsibility on Architect/Engineer to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to COUNTY free and clear of any Liens.

5. Architect/Engineer may refuse to recommend the whole or any part of any payment if, in Architect/Engineer's opinion, it would be incorrect to make the representations to COUNTY. Architect/Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Architect/Engineer's opinion to protect COUNTY from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Written Amendment or Change Orders;

c. COUNTY has been required to correct defective Work or complete Work; or

C. Payment Becomes Due

1. If approved, payment is due twenty-five business days after the payment request or invoice is stamped as received by County, Payment on a corrected payment requests, must be paid or rejected on the later of:

a. Ten (10) business days after the date the corrected payment request or invoice is stamped as received; or

b. If the governing body is required by ordinance, charter or other law to approve or reject the corrected payment request, the first business day after the next regularly scheduled meeting of the COUNTY held after the corrected payment request is stamped as received.

D. Reduction in Payment

1. COUNTY may refuse to make payment of the full amount recommended by Architect/Engineer because:

a. claims have been made against COUNTY on account of CONTRACTOR'S performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to COUNTY to secure the satisfaction and discharge of such Liens;

c. there are other items entitling COUNTY to a set-off against the amount recommended.

d. if the Work is defective, or completed Work has been damaged requiring correction or replacement;

2. if the Work for which payment is requested cannot be verified;

3. because of the failure of CONTRACTOR to make proper payments to Subcontractor for labor, materials or equipment in connection with the Work;

4 if the Contract Price has been reduced because of Modifications or there is reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;

5. if the COUNTY has been required to correct defective Work or complete the Work in accordance with the Contract Documents;

6. because of the CONTRACTOR'S failure to carry out the Work in accordance with the Contract Documents, or otherwise unsatisfactory prosecution of the Work;

7. because of any other breach of, default under or violation of, or failure to comply with, the provisions of the Contract Documents.

8. If COUNTY refuses to make payment of the full amount recommended by Architect/Engineer, COUNTY must give CONTRACTOR written notice (with a copy to Architect/Engineer) within 10 business days stating the reasons for such action and promptly pay CONTRACTOR any amount remaining after deduction of the amount so withheld. COUNTY shall promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by COUNTY and CONTRACTOR, when CONTRACTOR corrects to COUNTY'S satisfaction the reasons for such action.

5.3 CONTRACTOR'S Warranty of Title. The CONTRACTOR warrants and guarantees that title to all Work covered by an Application for Payment, whether incorporated in the Work or not, shall pass to the COUNTY prior to the making of the Application for Payment, free and clear of all liens, claims, security interests, purchase money security interest, chattel paper or encumbrances of any nature whatsoever ("Liens").

5.4 The CONTRACTOR shall promptly pay all Subcontractors, laborers, materialmen, and suppliers upon receipt of payment from the COUNTY, out of the amount paid to the CONTRACTOR on account of such person's portion of the Work, the amount to which such person is entitled, reflecting percentages actually retained from payments to the CONTRACTOR

on account of such person's portion of the Work. The CONTRACTOR shall, by appropriate agreement with each Subcontractor or other person, require each subcontractor or other person to make payments to Sub-subcontractors in similar manner.

5.5 A Certificate of Payment, a progress payment, or partial or entire use of the Project by the COUNTY shall not constitute acceptance of Work not in accordance with the Contract Documents.

5.6 In accordance with the provisions of Section 255.05, Florida Statutes, where the CONTRACTOR requires a waiver from laborers, materialmen, subcontractors, or sub-subcontractors (as each such term is defined by Section 713.01, Florida Statutes) of the right to make a claim against the Payment Bond in exchange for, or to induce payment of, a progress payment or a final payment; such waivers shall comply with the form set forth in 255.05, Florida Statutes as amended from time to time.

5.7 If one or more "Notice of Non-Payment" is received by the COUNTY, no further payments will be approved until non-payment(s) have been satisfied and a "Release of Claim" for each "Notice" has been submitted to the COUNTY. Upon request, CONTRACTOR shall furnish acceptable evidence that all such claims or liens have been satisfied. If CONTRACTOR fails to satisfy the nonpayment, COUNTY may make payment and back charge CONTRACTOR for any and all costs associated with such payment.

5.8 Progress. If at any time during the progress of Work, CONTRACTOR'S actual progress is inadequate to meet the requirements of the Contract, COUNTY may, but is not required to, notify CONTRACTOR to implement some or all of the following remedial actions at the sole cost and expense of CONTRACTOR:

1. Increase construction manpower in such quantities and crafts as necessary to eliminate the schedule progress deficiency;

2. Increase the number of working hours per shift, shifts per working day, working days per week, the amount of construction equipment, or any combination of the foregoing to eliminate the schedule progress deficiency;

3. Reschedule the Work in conformance with the specification requirements.

5.9 Neither such notice by COUNTY nor COUNTY'S failure to issue such notice shall relieve CONTRACTOR of its obligation to achieve the quality of Work and rate of progress required by the Contract.

ARTICLE 6
TIME OF PERFORMANCE

6.1 Time is of the essence for each Work Order issued under this Agreement.

6.1.1 Substantial Completion

The following items, as applicable, shall be completed prior to an inspection for Substantial

Completion:

1. All general construction completed and the project components shall be clean, and all systems fully functional.

2. All mechanical and electrical Work substantially complete, fixtures in place, connected, cleaned and usable.

3. All electrical circuits shall be scheduled in panels, and all panels and disconnect switches properly labeled.

4. All painting shall be completed; all signs installed.

5. All floors, glass and metal Work shall be cleaned.

6. All finish hardware shall be installed, and all doors shall be in good Working order.

7. Project site shall be cleared of the CONTRACTOR'S excess equipment, temporary facilities, trailers, and/or building supplies. All temporary construction shall be removed, and all Sitework completed.

8. All operations and maintenance manuals for all equipment shall have been submitted.

9. Manufacturers certifications and warranties shall be delivered to COUNTY.

10. All operations and maintenance training related literature, software and back-up disks have been provided.

11. All required spare parts, materials, as well as any special measuring devices and tools shall have been provided to COUNTY.

12. All air and water balancing reports shall have been submitted.

13. All keys and blanks shall have been provided.

6.1.2 When CONTRACTOR considers the entire Work Order ready for its intended use CONTRACTOR shall notify COUNTY in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that Architect/Engineer issue a certificate of Substantial Completion. Promptly thereafter, COUNTY and CONTRACTOR, and Architect/Engineer shall make an inspection of the Work to determine the status of completion. For the purpose of this Contract, and for the compliance of those procedures, duties and obligations as set forth in Section 218.70 and Section 218.735, Florida Statutes the term "Substantial Completion" is defined as that point where COUNTY is able to enjoy beneficial occupancy of the Work and where the Work has achieved that level of completion such that COUNTY is able to utilize the entire Project for its intended purposes, including but not limited to the completion of all specified systems and items relating to life,

safety and regulatory use, with the exception of incidental or incomplete items except where a lack of completion of such incidental or incomplete items of Work will adversely affect the complete operation of other areas of the Work. Additional conditions (if any) needed to achieve Substantial Completion of the Work and which are project specific are as set forth in attached Exhibits. If COUNTY and Architect/Engineer do not consider the Work substantially complete, Architect/Engineer will notify CONTRACTOR in writing giving the reasons therefore. If Architect/Engineer considers the Work substantially complete, Architect/Engineer will prepare and deliver to COUNTY a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. If Architect/Engineer considers the Work substantially complete, then, for construction projects having an estimated cost of less than 10 million dollars:

In addition to Section 218.735, Florida Statutes, punchlist procedures to render the Work complete, satisfactory and acceptable are established as follows:

1. Within five (5) days of Substantial Completion of the construction services purchased as defined in the Contract, CONTRACTOR shall schedule a walkthrough with COUNTY ("Initial Walkthrough" a/k/a "IW"). The purpose of the IW is to develop a preliminary checklist ("Checklist") of items to be performed by the CONTRACTOR, based upon observations made jointly between the CONTRACTOR and COUNTY during the IW. The IW is to occur within ten (10) days of Substantial Completion of the Work as defined by the Contract, again predicated upon the CONTRACTOR'S timely initiation of a request for the IW. At its option, COUNTY may conduct the IW with its Field Inspector.

2. CONTRACTOR shall endeavor to address and complete as many items as possible noted on the Checklist either during the IW itself, or thereafter for a period of fifteen (15) days from the date of the IW.

3. No later than fifteen (15) days following the scheduled IW, CONTRACTOR shall again initiate and request a second walkthrough of the Project with COUNTY. The purpose of this second walkthrough is to identify which items remain to be performed from the IW Checklist and to supplement that list as necessary (based, for example, upon work which may have been damaged as a result of the CONTRACTOR'S performance of completion of items contained on the IW Checklist) and for the purpose of developing a joint Final Punchlist.

4. The intent of this section is for COUNTY and the CONTRACTOR to cooperate to develop a Final Punchlist to be completed no later than thirty (30) days from the date of reaching Substantial Completion of the construction services purchase as defined in the Contract.

5. In no event may the CONTRACTOR request payment of final retainage under Section 718.735, Florida Statutes until the CONTRACTOR considers the Final Punchlist to be 100% complete.

6. CONTRACTOR agrees to complete the Final Punchlist items within forty-five (45) days of the date of its issuance by COUNTY.

7. CONTRACTOR acknowledges and agrees that no item contained on the Final Punchlist shall be considered a warranty item until such time as (a) the Final Punchlist is 100% complete, and (b) COUNTY has been able to operate or utilize the affected punchlist item for an additional period of fifteen (15) days.

8. CONTRACTOR acknowledges and agrees that COUNTY may, at its option, during performance of the Work and prior to Substantial Completion, issue lists of identified non-conforming or corrective work for the CONTRACTOR to address. The intent of any such COUNTY generated lists prior to Substantial Completion is to attempt to streamline the punchlist process upon achieving Substantial Completion, and to allow for the CONTRACTOR to address needed areas of corrective work as they may be observed by COUNTY during performance of the Work.

9. CONTRACTOR acknowledges and agrees that in calculating 150% of the amount which may be withheld by COUNTY as to any Final Punchlist item for which a good faith basis exists as to it being complete, as provided for by Section 218.735, Florida Statutes, COUNTY may include within such percentage calculation its total costs for completing such item of work, including its administrative costs as well as costs to address other services needed or areas of work which may be affected in order to achieve full completion of the Final Punchlist item. Such percentage shall in no event relate to the schedule of value associated with such Work activity, but rather total costs are based upon the value (i.e. cost) of completing such Work activity based upon market conditions at the time of Final Punchlist completion.

6.1.3 COUNTY shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but COUNTY shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

6.2 Partial Utilization

A. Use by COUNTY at COUNTY'S option of any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which COUNTY, Architect/Engineer, and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by COUNTY for its intended purpose without significant interference with CONTRACTOR'S performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

1. COUNTY at any time may request CONTRACTOR in writing to permit COUNTY to use any such part of the Work which COUNTY believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to COUNTY and Architect/Engineer that such part of the Work is substantially complete and request Architect/Engineer to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify COUNTY and Architect/Engineer in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request Architect/Engineer to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, COUNTY, CONTRACTOR, and Architect/Engineer shall make an inspection of that part of the Work to determine its status of completion. If Architect/Engineer does not consider that part

of the Work to be substantially complete, Architect/Engineer will notify COUNTY and CONTRACTOR in writing giving the reasons therefore.

2. No occupancy or separate operation of part of the Work may occur prior to compliance with this Agreement regarding property insurance.

6.3 Final Inspection

A. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, Architect/Engineer will promptly make a final inspection with COUNTY and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

6.4 Final Payment

A. Application for Payment

1. After CONTRACTOR has, in the opinion of Architect/Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents, and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments and §218.70 et. seq., Fla.Stat.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to COUNTY) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens and as approved by COUNTY, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which COUNTY or COUNTY'S property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to COUNTY to indemnify COUNTY against any Lien.

B. Review of Application and Acceptance

1. If, on the basis of Architect/Engineer's observation of the Work during construction and final inspection, and Architect/Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Architect/Engineer is satisfied that the Work has been completed and CONTRACTOR'S other obligations under the Contract Documents have been fulfilled, Architect/Engineer will, within ten days after receipt of

the final Application for Payment, indicate in writing Architect/Engineer's recommendation of payment and present the Application for Payment to COUNTY for payment. At the same time Architect/Engineer will also give written notice to COUNTY and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.09. Otherwise, Architect/Engineer will return the Application for Payment to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due

1. Upon completion of all items on the punchlist, final payment is due twenty-five business days after the payment request or invoice is stamped as received by County, Payment on a corrected payment requests, must be paid or rejected on the later of:

a. Ten (10) business days after the date the corrected payment request or invoice is stamped as received; or

b. If the governing body is required by ordinance, charter or other law to approve or reject the corrected payment request, the first business day after the next regularly scheduled meeting of the COUNTY held after the corrected payment request is stamped as received.

If a good faith dispute exists as to whether one or more items identified on the list have been completed pursuant to the contract, the COUNTY may continue to withhold an amount not to exceed 150 percent of the total costs to complete such items.

6.5 If Substantial Completion is not obtained at the inspection called by the CONTRACTOR, for reasons that are the fault of the CONTRACTOR, the cost of any subsequent inspections requested by the CONTRACTOR for the purpose of determining Substantial Completion shall be at the cost of the CONTRACTOR and shall be assessed against the final payment application. Punch list items recorded as a result of inspections for Substantial Completion are to be corrected by the CONTRACTOR within the time-frame established.

ARTICLE 7
LIQUIDATED DAMAGES

7.1 Milestones, milestone completion dates and applicable liquidated damages shall be in accordance with the Work Order.

7.2 If the milestones are not strictly complied with, then Liquidated damages will be assessed against the CONTRACTOR, which are agreed upon in the Work Order, and it is further agreed that such Liquidated Damages bear a reasonable relationship to damages to be incurred by COUNTY, and are not a penalty.

ARTICLE 8
CLAIMS FOR ADDITIONAL TIME

8.1 If the CONTRACTOR'S performance of this Contract is delayed: i) which delay is beyond the reasonable control and without the fault or negligence of the CONTRACTOR or its subcontractors; or ii) by changes ordered in the Work, and in either event where such delay or change in the Work affects the critical path, then the Contract Time shall be extended by Change Order as determined by the COUNTY . If the CONTRACTOR wishes to make Claim for an increase in the Contract Time, CONTRACTOR shall provide COUNTY a written notice of claim upon discovering the cause of the alleged delay. Such notice of claim shall include the following information, or else be waived:

1. Nature of the delay or change in the Work;

2. Dates of commencement and cessation of the delay or change in the Work;

3. Activities on the current progress schedule affected by the delay or change in the Work;

4. Identification and demonstration that the delay or change in Work affects the critical path;

5. Identification of the source of delay or change in the Work;

6. Anticipated extent of the delay or change in the Work; and

7. Recommended action to minimize the delay.

8.2 The CONTRACTOR shall not be entitled to any extension of time for delays resulting from any cause unless CONTRACTOR shall have notified the COUNTY in writing within seven (7) calendar days of commencement of the delay.

8.3 No Damages for Delay; Exclusive Remedy. The CONTRACTOR shall not be entitled to and hereby waive any and all claims for damages which they may suffer by reason of delay, acceleration, loss of efficiency, or other related time or impact-based claims (hereinafter collectively "delay") or for delay attributable to any foreseen or unforeseen condition, or for delays claimed to be the result of active, intentional, knowing or passive interference by the COUNTY , Architect, Architect/Engineer, or its agents, and waives damages which it may suffer by reason of such claims for lost profits, loss or impairment of bonding capacity, destruction of business, extended overhead, supervision, extended, unabsorbed home office overhead; the extension of time granted herein being the CONTRACTOR'S sole remedy, with the exception that in the event of demonstrated critical, compensable, non-concurrent delay suffered by the CONTRACTOR, the CONTRACTOR may claim as its sole and exclusive remedy any associated, extended direct jobsite general conditions expended by the CONTRACTOR (hereinafter "applicable extended general conditions") in a sum not to exceed $250.00 per each day of delay. Apart from extensions of time or acceleration costs approved by COUNTY and any applicable extended general conditions, no payment of claim for delay damages shall be

made to the CONTRACTOR as compensation for damages for any delays or hindrances from any cause whatsoever in the progress of the Work, whether such delay be avoidable or unavoidable. Notwithstanding anything herein to the contrary, provided CONTRACTOR have otherwise satisfied the requirements of this Contract, the CONTRACTOR shall be entitled to an increase in the Contract sum based upon approved general condition, insurance, and bond premium costs resulting from delays for which the Architect/Engineer has approved by Change Order. an extension of time for performance; provided, however, COUNTY shall not be required to pay such additional amounts for any days following the date on which CONTRACTOR achieves Final Completion for the appropriate portion of the Work.

ARTICLE 9
SITE CONDITIONS

9.1 Field Measurements. Before undertaking each part of the construction, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to the COUNTY any conflict, error or discrepancy which CONTRACTOR or any of its Subcontractors or Suppliers may discover and shall obtain a written interpretation or clarification from COUNTY before proceeding with any Work affected. CONTRACTOR shall remain liable to COUNTY for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents prepared by CONTRACTOR.

9.2 Differing Site Conditions. The CONTRACTOR shall promptly, and before such conditions are disturbed, notify the COUNTY in writing of: (!) subsurface or latent physical conditions at the site differing materially from those indicated in this Contract, or (2) unknown physical conditions at the site of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in this Contract. The COUNTY will promptly investigate the conditions, and if it finds that such conditions do materially so differ and cause an increase or decrease in the CONTRACTOR'S cost of, or the time required for, performance of any part of the Work under this Contract, an equitable adjustment shall be made and the Contract modified in writing accordingly. CONTRACTOR'S failure to provide notice upon discovery of the differing site condition shall waive any entitlement to such an adjustment in the Contract Price or Contract Time.

ARTICLE 10
INDEMNIFICATION

The CONTRACTOR hereby assumes entire responsibility and liability for any and all damage or injury of any kind or nature whatever (including death resulting therefrom) to all persons, whether employees of any tier of the CONTRACTOR, its SUBCONTRACTS, CONSULTANTS or SUPPLIERS or otherwise, and to all property caused by, resulting from, arising out of or occurring in connection with the execution of the Contract, or in preparation for the work and services under this Contract, or any extension, modification, or amendment thereto by change order to otherwise.

CONTRACTOR hereby agrees to indemnify and hold harmless MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS, its officers and employees from liabilities, damages, lawsuits, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the CONTRACTOR or persons employed or utilized by the CONTRACTOR in the performance of the Construction Contract.

ARTICLE 11
TERMINATION

11.1 Notwithstanding any other provision of this Contract, the CONTRACTOR may be held in default of its contractual obligation under this Contract if the CONTRACTOR:

1. refuses or fails to supply enough properly skilled workers or proper and sufficient materials and equipment;

2. fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the CONTRACTOR and the Subcontractors;

3. disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;

4. performs Work that does not conform to Work Order requirements;

5. fails to meet the Work Order schedule or fails to make progress on the Work so as to endanger performance of the Work Order;

6. abandons or refuses to proceed with any or all Work; or

7. otherwise breaches, fails to comply fully with, or is in default of any provision of the Contract Documents or Work Order.

11.2 The COUNTY must provide written notice to the CONTRACTOR notifying it that the COUNTY is declaring it in default and providing the CONTRACTOR with three (3) business days after receipt of such written notice of default, to cure such default. In the event that the CONTRACTOR fails to cure the default within the three (3) day default period, the COUNTY may:

1. take possession of the Work site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the CONTRACTOR;

2. accept assignment of subcontracts pursuant to this Agreement; and

3. finish the Work by whatever reasonable method the COUNTY may deem expedient, and charge all completion costs against any monies owed or to be owed to CONTRACTOR, or back charge CONTRACTOR for any and all such completion costs, or

4. terminate the CONTRACTOR and hire a completion CONTRACTOR to finish the Work by whatever reasonable method the COUNTY may deem expedient, and charge all completion costs, including costs for construction, architectural, engineering, project management, and any other expenses, against any monies owed or to be owed to CONTRACTOR, or back charge CONTRACTOR for any and all such completion costs, or

5. set off any and all such completion costs against any monies then due or to

become due on any other projects that the COUNTY has with CONTRACTOR.

11.3 Upon default, CONTRACTOR shall not be entitled to receive further payment until the Work is finished.

11.4 If, after notice of termination, it is determined for any reason that the CONTRACTOR was not in default, or that the delay was excusable under the provisions of the Contract Documents, the rights and obligations of the parties shall be the same as if the notice of termination had been a Termination by the COUNTY for Convenience.

11.5 Termination by the COUNTY for Convenience. Notwithstanding any other provision to the contrary in the Contract Documents, the COUNTY reserves the right at any time and in its sole and absolute discretion to terminate the services of the CONTRACTOR with respect to the Work by giving written notice to the CONTRACTOR. In such event, the CONTRACTOR shall be entitled to, and the COUNTY shall reimburse the CONTRACTOR for, an equitable portion of the Contract Price based on the portion of the Work completed prior to the effective date of termination and for any other reasonably expended costs attributable to such termination. However, CONTRACTOR shall not be entitled to receive its anticipated profits for any unperformed Work.

11.6 Should the CONTRACTOR'S Contract be terminated for any reason, the CONTRACTOR shall, at no additional cost to the COUNTY , give written permission to the COUNTY to utilize all design documents necessary for the purpose of completing the Project with another CONTRACTOR.

ARTICLE 12
SUSPENSION OF WORK

The COUNTY may, without cause, order the CONTRACTOR in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the COUNTY may determine.

ARTICLE 13
CHANGES IN THE WORK

13.1 The COUNTY may, at any time or from time to time, order additions, deletions or revisions in the Work. Upon request of the COUNTY, a request for proposal will be issued to the CONTRACTOR detailing the proposed additions, deletions or revisions to the Work. The request for proposal shall include such details as man-hours, man-hour rates, quantities, quantity unit rates, equipment, equipment unit rates and mark-ups. The CONTRACTOR shall complete and return the request for proposal to the COUNTY within ten (10) calendar days from receipt thereof. The request for proposal shall include any increases or decreases in Contract Time or Contract Price and shall include any additional modifications required by virtue of the requested change, whether or not such additional modifications were specifically identified in the request for proposal. The request for proposal may then be: 1) issued as a Change Order in accordance with the provisions of the Contract Documents; 2) modified and thereafter issued as a Change Order in accordance with the provisions of the Contract Documents; or 3) withdrawn.

13.2 The COUNTY may authorize minor changes or alterations in the Work not involving

extra cost or time and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the CONTRACTOR believes that any minor change or alterations authorized by the COUNTY entitles it to an increase in the Contract Price or extension of Contract Time, it shall treat the Field Order as a request for proposal and issue a proposal for the changes in Contract Price and Contract Time prior to proceeding with the Work covered in the Field Order. The procedures outlined in the Contract Documents shall then be followed. Acceptance of the Final Payment by the CONTRACTOR shall constitute acknowledgment by the CONTRACTOR that all payments due for modifications required under Field Orders have been incorporated into the Final Payment.

13.3 Additional Work performed by the CONTRACTOR without authorization of a written Change Order will not entitle it to an increase in the Contract Price or an extension of the Contract Time.

13.4 It is the CONTRACTOR'S responsibility to notify its Surety of any changes affecting the general scope of the Work or change in the Contract Price and the amount of the applicable Bonds shall be adjusted accordingly. The CONTRACTOR shall furnish proof of such adjustment to the COUNTY.

13.5 The COUNTY may, at any time, without notice to the Surety, by Field Order or by properly executed Change Order, make any change in the Work within the general scope of the Contract Documents, including but not limited to changes:

A. in the Drawings and designs, and Specifications;
B. in the method or manner of performance of the Work;
C. in the COUNTY -furnished facilities, equipment, materials, services or site; or
D. directing acceleration in the performance of the Work.

13.6 Except as herein provided, no order, statement, or conduct of the COUNTY shall be treated as a Change Order or Field Order or entitle the CONTRACTOR to an equitable adjustment hereunder.

13.7 No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Contract.

13.8 The value of any additional Work or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways at the sole discretion of the COUNTY:

A. where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved;
B. by negotiated lump sum; or
C. cost plus. If this option is selected, COUNTY reserves the right to request any and all documentation from CONTRACTOR in support of its foregoing actual costs, and CONTRACTOR agrees promptly to supply such information.

13.9 For changes in the Work performed by CONTRACTOR's own forces, CONTRACTOR

shall be entitled to a percentage mark-up for actual costs as defined in Section 1 of ten (10) percent.

13.10 For changes in the Work performed by subcontractors, (a) the subcontractor shall be entitled to mark-up the cost of the change(s) by ten (10) percent, and (b) the CONTRACTOR shall be entitled to mark-up the subcontractor's total by five (5) percent. The foregoing shall be the maximum amount allowable for subcontractor's and CONTRACTORs actual costs as defined in Section 1.

ARTICLE 14
MATERIALS, EQUIPMENT AND WORKMANSHIP; SUBSTITUTIONS

14.1 Only new, unused items of recent manufacture, of designated quality, free from defects, will be accepted. Rejected items shall be removed immediately from the Work and replaced with items of specified quality. Failure by COUNTY to order removal of rejected materials and equipment shall not relieve CONTRACTOR from responsibility for quality of the materials supplied nor from any other obligation under the Contract Documents.

14.2 No Work defective in construction or quality, or deficient in meeting any requirement of the Contract Drawings and Specifications will be acceptable regardless of COUNTY'S failure to discover or to point out defects or deficiencies during construction; nor will the presence of field representatives at the Work or the satisfaction of the WORK meeting applicable code requirements relieve CONTRACTOR from responsibility for the quality and securing progress of Work as required by the Contract Documents.

14.3 Prior to proposing any substitute item, CONTRACTOR shall satisfy itself that the item proposed is, in fact, equal or better to that specified, that such item will fit into the space allocated, that such item affords comparable ease of operation, maintenance and service, that the appearance, longevity and suitability for the climate are comparable, and that by reason of cost savings, reduced construction time, or similar demonstrable benefit, the substitution of such item will be in COUNTY'S interest, and will in no way have a detrimental effect upon the Project completion date and schedule.

14.3.1 The burden of proof of equality of a proposed substitution for a specified item shall be upon CONTRACTOR. CONTRACTOR shall support its request with sufficient test data and other means to permit COUNTY to make a fair and equitable decision on the merits of the proposal. CONTRACTOR shall submit drawings, samples, data and certificates and additional information as may be required by the COUNTY for proposed substitute items as required by the Contract Documents.

14.3.2 Any item by a manufacturer other than those specified or of brand name or model number or of generic species other than those specified will be considered a substitution. COUNTY will be the sole judge of whether or not the substitution is equal in quality, utility and economy to that specified.

14.3.3 CONTRACTOR shall allow an additional 15 calendar days for COUNTY'S review of substitutions. All requests for substitutions with submittal data must be made at least fifty (50) calendar days prior to the time CONTRACTOR must order, purchase or release for manufacture

or fabrication. Approval of a substitution shall not relieve CONTRACTOR from responsibility for compliance with all requirements of the Contract. CONTRACTOR shall coordinate the change with all trades and bear the expense for any changes in other parts of the Work caused by any substitutions.

14.3.4 If COUNTY rejects CONTRACTOR'S substitute item on the first submittal, CONTRACTOR may make only one additional request for substitution in the same category. Upon the second request, the CONTRACTOR shall be invoiced the expenses of the COUNTY allocable to the review of such submittal data. The foregoing amounts shall be deducted, as applicable, from the next succeeding partial payment to the CONTRACTOR, or from the final payment.

ARTICLE 15
COMPLIANCE

15.1 All work, labor, materials and equipment provided under each Work order shall be performed in strict compliance with any and all applicable building and fire, life and safety codes and strictly in accordance with plans and specifications. CONTRACTOR must satisfy itself that the Plans, Drawings and Specifications in fact comply with all applicable codes. CONTRACTOR shall notify COUNTY prior to commencement of Work of any requirement of the plans and specifications not in strict compliance with such codes. There will be no extra payment for compliance to existing codes or any item of interpretation regarding enforcement of existing codes. CONTRACTOR is representing by acceptance of this Agreement that it has thoroughly researched all applicable codes and regulations affecting this Project.

15.2 If, during the term of this Contract, there are any changed or new laws, ordinances or regulations not known or foreseeable at the time of signing this Contract which become effective and which affect the cost or time of performance of the Contract, CONTRACTOR shall immediately notify COUNTY in writing and submit detailed documentation of such effect in terms of both time and cost of performing the Contract. Upon concurrence by COUNTY as to the effect of such changes, an adjustment in the Contract Price and/or time of performance will be made. If any discrepancy or inconsistency should be discovered between the Contract Documents and any law, ordinance, regulation, order or decree, CONTRACTOR shall immediately report the same in writing to COUNTY who will issue such instructions as may be necessary. However, it shall not be grounds for a Change Order that the CONTRACTOR was unaware of or failed to investigate the rules, codes, regulations, statutes, and all ordinances of all applicable governmental agencies having jurisdiction over the Project or the Work.

15.3 CONTRACTOR shall give all notices and at all times comply with all applicable laws, codes, ordinances, rules and regulations in effect during the time of performance of the Work.

15.4 CONTRACTOR shall deliver a product which will meet or exceed the Design Criteria package standards, provide a complete and functional facility including but not limited to all necessary interfaces between this facility and adjacent existing facilities, and/or anticipated future facilities. All built-in equipment, systems, controls, devices and finishes necessary for the efficient use and maintenance of the facility and its related site work, except as otherwise noted and/or clarified herein, shall be included in the Work.

ARTICLE 16
NON-DISCRIMINATION

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

ARTICLE 17
DEFECTIVE WORK

17.1 Rejecting Defective Work. The COUNTY shall have authority to disapprove or reject Work which is "defective" (which term is hereinafter used to describe Work that is unsatisfactory, faulty or defective, or does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to final acceptance). Such parties shall also have authority to require special inspection or testing of the Work as such parties may individually or severally deem necessary, whether or not the Work is fabricated, installed or completed.

17.2 Correction of Defective Work. Upon presentation of a Defective Work Notice to the CONTRACTOR or CONTRACTOR'S Project Superintendent, the CONTRACTOR shall meet within twenty-four (24) hours with the COUNTY, and, at the sole option of COUNTY, the COUNTY'S representative, to discuss a work plan and time-line to correct the defective Work. The CONTRACTOR shall have no more than five (5) working days to begin corrective action and repairs in accordance with the agreed upon schedule; provided, however, all repairs to natural gas, telephone, radio, computer security, water, waste water, electric air conditioning services and all emergency services shall be commenced within twelve (12) hours of notification, or by 7:00 a.m. whichever is earlier, and CONTRACTOR shall complete the repairs in an expeditious manner befitting the nature of the deficiency. If the CONTRACTOR refuses to comply with the twenty four (24) hour meeting requirement, or the agreed upon correction schedule, the COUNTY has the right to do any of the following: (1) correct any Work so performed by the CONTRACTOR and deduct the expenses for doing so from the final payment due the CONTRACTOR, or (2) hold back final payment due CONTRACTOR until such time as the Work is completed to the satisfaction of the COUNTY and in compliance with the Contract Documents. The COUNTY shall have the sole discretion to determine if the Work is satisfactory and in compliance with Contract Documents. The foregoing remedies are not exclusive and the COUNTY reserves the right to pursue any and all other remedies it deems applicable.

ARTICLE 18
BONDS AND INSURANCE

18.1 Payment and Performance Bonds. The CONTRACTOR shall, upon execution and return of this Agreement to the COUNTY, furnish a Public Payment Bond and a Performance Bond, and record that Bond with the Clerk of the Circuit Court's office, pursuant to Section 255.05, Florida Statutes, in at least an amount equal to the Contract Price for any Work Order valued at

$200,000.00 or greater, covering the faithful performance of this Agreement and all CONTRACTOR'S faithful performance and payment of all CONTRACTOR'S obligations under the Contract Documents. The Surety must be included in the most recent United States Department of the Treasury List of Acceptable Sureties, authorized to issue surety bonds in Florida, and which maintains a surety rating of "A-" or better. A complete copy of the fully executed Payment Bond shall be posted in a conspicuous place at the Project site. If the Surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its authorization to do business in the State of Florida is terminated or it ceases to be listed on the United States Department of Treasury List of Acceptable Sureties, or its surety rating ceases to be an "A-" or better, CONTRACTOR shall within five (5) days thereafter substitute another Payment Bond, Performance Bond, and Surety, each of which shall be in accordance with the Contract Documents and acceptable to COUNTY . An action to enforce any claim against a payment bond must be brought within one year from the last furnishing of labor, services, or materials, or as otherwise stated in Section 95.11, Florida Statutes. An action to enforce any claim against a performance bond must be brought within five years in accordance with Section 95.11, Florida Statutes, and applicable case law.

18.2 Insurance

18.2.1. Certificate of Insurance. One (1) certified true copy of the policy/policies must be furnished by CONTRACTOR to COUNTY prior to commencement of any Work Order including demolition, site work, site preparation or construction Work. The Certificate(s) of Insurance must indicate Martin County Board of County Commissioners as additional insureds on all policies. The statement "Additional Insureds" is to be listed in the Description Block of the Insurance Certificate. The indication that Martin County Board of County Commissioners is a Certificate Holder is not sufficient for this issue. The insurance certificate must indicate the Project name and all other requirements set forth in Section 18 and the sample Accord Certificate of Insurance provided.

18.2.2. General Insurance Requirements

a. CONTRACTOR and, where designated, each of its subconsultants, Professionals, and subcontractors shall obtain and maintain during the full duration of Work required under this AGREEMENT, and through any period of limitation allowed by law for actions for personal injury, bodily injury, disease, death, property damages and other losses or damages required to be insured hereunder, the following insurance coverages, in the type, amounts, terms and in conformance with the following minimum requirements.

b. All policies and endorsements shall be issued on Insurance Service Office (ISO) forms or on forms providing broader and no less restrictive coverage. Notwithstanding the foregoing, the form and content of all policies and endorsements must be acceptable to the COUNTY.

c. The policy(s) shall provide for 30 Days prior written notice to the COUNTY, by registered or certified mail, if cancellation or any change that will reduce the coverages required herein.

d. The policy(s) shall be written for the estimated construction Work, commencing with the initial demolition, Site Work and/or Site preparation and ending at the Final Completion date, and shall contain an endorsement providing for extension of the policy(s) for up to two (2) years. The Products and Completed Operations portions of the General Liability shall extend for a period of two years after the Final Acceptance of the Project by the COUNTY .

e. All liability polices required herein shall be written on an occurrence basis.

f. The policies shall name the COUNTY , its commissioners and staff as additional insureds as their interest may appear under this Agreement.

g. All insurers shall agree to waive all rights of subrogation against the COUNTY and each individual member of the Board of County Commissioners, Constitutional Officers or staff.

18.2.3. Premiums. The CONTRACTOR shall be solely responsible for payment of all premiums for insurance required under this Agreement and shall be solely responsible for the payment of all deductibles to which such policies are subject.

18.2.4. Specific Insurance Limits are as follows:

a. Workers' Compensation - The CONTRACTOR shall carry Workers' Compensation insurance on behalf of all employees who are required to provide a service under this Agreement, as required by Section 440, Florida Statutes and Employers Liability of limits no less than:

$500,000	each accident
$500,000	disease - policy limit
$500,000	each employee

b. Commercial General Liability - including but not limited to bodily injury, $2,000,000 per location aggregate covering all Work performed under this Agreement. The insurance shall include all major divisions of coverage and shall be on a comprehensive general basis including Premises and Operations (including X-C-U), COUNTY's and CONTRACTORS Protective, Products and Completed Operations.

c. Automobile Liability - including bodily injury and property damage liability for all vehicles owned, hired, leased and non-owned with limits of not less than Agreement.

d. Umbrella Liability - to include the Employers Liability, general liability and automobile in underlying policy schedule, with limits of not less than $1,000,000.

e. Hazardous Material - if the Work being performed involves hazardous materials, the need to procure appropriate insurance coverage will be addressed in a contract modification. However, if hazardous materials are identified while carrying out this Agreement, no further Work is to be performed in the area of the hazardous material until the COUNTY has been consulted as to the need to procure and maintain such coverage.

g. Property Insurance/Builders Risk (if applicable) – CONTRACTOR shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations).

This insurance shall:

1. include the interests of COUNTY, CONTRACTOR, subcontractors, Architect/Engineer, Architect/Engineer's consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by COUNTY prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Architect/Engineer;

5. allow for partial utilization of the Work by COUNTY ;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by COUNTY, CONTRACTOR, and Architect/Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

8. The COUNTY and CONTRACTOR waive all rights against each other and any of their subcontractors, agents and employees and the Architect/Engineer, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section or other property insurance applicable to Work, except as to proceeds of such insurance held by CONTRACTOR as fiduciary.

18.2.5 Waiver of Subrogation. CONTRACTOR hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents 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 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, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

ARTICLE 19
PERFORMANCE GUARANTEE AND WARRANTY

19.1 All materials and equipment incorporated into any Work Order shall be warranteed and guaranteed as new quality, and of the highest grade of quality for their intended use, and all Work shall be performed in good workmanship and shall be in accordance with all plans and specifications and industry standards. The Work shall be functionally sound, technically proficient, developed with structural integrity, shall exhibit high quality architectural principles, and shall be in compliance with all governing laws, regulations, applicable building codes, hurricane design, and applicable Florida Building Code. CONTRACTOR warrants all Work against defects for a period of one year (unless longer guarantees or warranties are provided for elsewhere in the Contract or at law in which case the longer periods of time shall prevail) from the date of Substantial Completion, regardless of whether the Work was performed by CONTRACTOR or any of its subcontractors.

19.2 CONTRACTOR shall repair or replace the defective Work and cure such defect within 48 hours of receipt of written notice. CONTRACTOR warrants such repaired or replaced Work for a period of one (1) year from the completion of the warranty work or the warranty period specified, whichever is longer. Should CONTRACTOR fail to timely cure such defects, COUNTY may proceed to performed the work at CONTRACTOR'S expense and may backcharge CONTRACTOR for all costs associated with the work.

19.3 CONTRACTOR agrees to require that all of its subcontractors, suppliers and materialmen provide warranties in their agreements at least sufficient to satisfy CONTRACTOR'S obligations in this Agreement; and CONTRACTOR shall assign all such warranties to the COUNTY as a condition precedent to the receipt of final payment. CONTRACTOR agrees to defend and indemnify COUNTY against all fees and costs should CONTRACTOR fail to obtain the warranty protections required herein.

19.4 For all equipment that has a manufacturer's warranty, the CONTRACTOR shall assign such warranty to the COUNTY. The manufacturer's warranty period shall be concurrent with the CONTRACTOR'S warranty to the COUNTY. In the event that the equipment manufacturer or supplier is unwilling to provide such a warranty, the CONTRACTOR shall obtain a 2-year equipment warranty commencing at the time of acceptance of the equipment by the COUNTY.

ARTICLE 20
SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

20.1 Documents and Samples at the Site. From and after commencement of the Construction Work, the CONTRACTOR shall maintain at the site one record copy of the Construction Documents, and any and all amendments thereto, in good order and marked to record changes and selections made during the Design Phase and Construction Phase. In addition, the CONTRACTOR shall maintain at the site approved shop drawings, product data, samples and similar required submittals. These shall be provided to COUNTY upon completion of the Work.

20.2 Shop Drawings, Product Data and Samples.

20.3 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required the way the CONTRACTOR proposes to conform the construction to the Contract Documents.

20.4 The CONTRACTOR shall review and take appropriate action upon Shop Drawings, Product Data, Samples and similar submittals. Design Criteria Professional shall review Shop Drawings, Product Data, Samples and similar submittals for compliance with the Design Criteria Documents and shall provide comments, if any, within fifteen (15) days of receiving such documents.

20.5 Responsibility. The CONTRACTOR shall not be relieved of responsibility for the deviations from requirements of the Contract Documents by COUNTY'S approval of Shop Drawings, Product Data, Samples or similar submittals unless the CONTRACTOR has specifically informed COUNTY of such deviation at the time of the submittal and COUNTY has given written approval to the specific deviation. The CONTRACTOR shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by COUNTY'S approval thereof.

ARTICLE 21
SAFETY

21.1 The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The CONTRACTOR shall take all precautions and follow all procedures for the safety of, and shall provide all protection to prevent injury to, all persons involved in any way in the Work and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of the COUNTY and Users who may be affected thereby. The CONTRACTOR shall set forth in writing its safety precautions and programs in connection with the Work and submit the same to the COUNTY for review. The COUNTY may, but shall not be obligated to, make suggestions and recommendations to the CONTRACTOR with respect thereto.

21.2 All Work, whether performed by the CONTRACTOR, its subcontractor or sub-subcontractors, or anyone directly or indirectly employed by any of them, and all equipment, appliance, machinery, materials, tools and like items incorporated or used in the Work, shall be in compliance with, and conform to:

1. all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other authority relating to the safety of persons and their protection against injury, specifically including, but in no event limited to, the Federal Occupational Safety and Health Act of 1970 and the Trench Safety Act, as amended and all state, Martin County and, where the Project is located in a municipality, municipal, rules and regulations now or hereinafter in effect; and

2. all codes, rules, regulations and requirements of the COUNTY and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall

govern.

21.3 Should the CONTRACTOR fail to provide a safe area for the performance of the Work or any portion thereof, the COUNTY shall have the right, but not the obligation, to suspend Work in the unsafe area. All costs of any nature resulting from the suspension, by whomsoever incurred, shall be borne by the CONTRACTOR.

21.4 The CONTRACTOR shall provide, or cause to be provided, to each worker on the Work site the proper safety equipment for the duties being performed by that worker and will not permit any worker on the Work site who fails or refuses to use the same. The COUNTY shall have the right, but not the obligation, to order the CONTRACTOR to send a worker home for the day or to discharge a worker for his or her failure to comply with safe practices, with which order the CONTRACTOR shall promptly comply.

21.5 Emergencies. In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the COUNTY, is obligated to act, at its discretion, to prevent threatened damage, injury or loss. If the CONTRACTOR believes that additional Work done by it in an emergency which arose from causes beyond its control entitles it to an increase in the Contract Price or an extension of the Contract Time, it may make a claim therefore as provided in the Contract Documents.

ARTICLE 22
PROTECTION OF WORK AND PROPERTY

22.1 CONTRACTOR shall, throughout the performance of the Contract, maintain adequate and continuous protection of all completed Work and temporary facilities against loss or damage from whatever cause, shall protect the property of the COUNTY and third parties from loss or damage from whatever cause arising out of the performance of the Contract and shall comply with the requirements of the COUNTY and its insurance carriers and with all applicable laws, codes, rules and regulations with respect to the prevention of loss or damage to the property. COUNTY, its insurance carriers, or representatives may, but shall not be required to, make periodic patrols of the Work site as a part of its normal safety, loss control and security programs. In such event, however, the CONTRACTOR shall not be relieved of its aforesaid responsibilities and the COUNTY shall not assume, nor shall it be deemed to have assumed, any responsibility otherwise imposed upon the CONTRACTOR by this Contract.

22.2 Before the CONTRACTOR disposes of any existing improvements or equipment which are to be removed as a portion of the Work, and for which disposition is not specifically provided for elsewhere in the Contract Documents, CONTRACTOR shall contact the COUNTY and determine if the removal items are to be salvaged. Items to be salvaged by the COUNTY shall be neatly stockpiled or stored in a neat and acceptable manner at the construction site easily accessible to the COUNTY. Equipment and materials which will not be salvaged by the COUNTY shall become the property of the CONTRACTOR to be removed from the site and disposed of in an acceptable manner. To the extent CONTRACTOR intends to temporarily store materials at a site near or adjacent to the Project site prior to ultimate removal or disposal, CONTRACTOR must first obtain written authorization from the COUNTY, as well as, the property owner.

22.3 Preservation of Trees. Those trees which are designated on the Drawings for preservation shall be carefully protected from damage. The CONTRACTOR shall erect and maintain such protections such as barricades, guards, and enclosures as is necessary for the protection of the trees during all construction operations. CONTRACTOR shall replace any and all trees damaged during construction activities (other than trees specified to be removed) at no expense to the COUNTY.

22.4 Preservation of Private Property. The CONTRACTOR shall exercise extreme care to avoid unnecessary disturbance of private property as applicable. Trees, shrubbery, gardens, lawn and other landscaping that must be removed shall be replaced and replanted to restore the construction easement to the condition existing prior to construction. All soil preparation procedures and replanting operations shall be under the supervision of a nurseryman experienced in such operations. Any vegetation requiring relocation, temporary or otherwise, which is damaged or destroyed, shall be replaced at no cost to the COUNTY. CONTRACTOR shall replace any and all such vegetation damaged during construction activities (other than vegetation specified to be removed) at no expense to the COUNTY.

22.5 Until final acceptance of the Work by the COUNTY pursuant to this Contract, the CONTRACTOR shall have full and complete charge and care of and, except as otherwise provided in this subparagraph, shall bear all risk of loss of, and injury or damage to, the Work or any portion thereof (specifically including COUNTY -furnished supplies, equipment or other items to be utilized in connection with, or incorporated in, the Work) from any cause whatsoever.

22.6 Manholes, fire alarms, etc., shall not be obstructed by CONTRACTOR. CONTRACTOR is to make no connections to or operate valves on water mains or otherwise interfere with the operation of the water system, without first giving written approval from the appropriate governmental entity.

ARTICLE 23
UTILITY COORDINATION

23.1 The CONTRACTOR shall be responsible for making all necessary arrangements with governmental departments, public utilities, public carriers, service companies and corporations owning or controlling roadways, railways, water, sewer, gas, electrical, cable television, telephone, and telegraph facilities such as pavements, tracks, piping, wires, cables, conduits, poles, guys, etc., including incidental structures connected therewith, that are encountered in the Work in order that such items may be properly shored, supported and protected, or the CONTRACTOR shall be solely responsible for coordinating their relocation. The CONTRACTOR shall give all proper notices, shall comply with requirements of such parties in the performance of its Work, shall permit entrance of such parties on the Work site in order that they may perform their necessary Work, and shall pay all charges and fees made by such parties for this Work. The CONTRACTOR'S attention is called to the fact that there may be delays on the Project due to Work to be done by governmental departments, public utilities, and others in repairing or moving poles, conduits, etc. The CONTRACTOR shall cooperate with the above parties, in every way possible, so that the construction can be completed in the least possible time.

23.2 At all points where the Work constructed by CONTRACTOR connects to existing utilities and services, the actual Work of making the necessary connection to the existing service or utility shall be arranged for by CONTRACTOR at no expense to COUNTY (unless specifically indicated otherwise). Services and utilities included within (but not limited to) this responsibility are roads, ditches, electrical, sewer, mechanical utilities, water, fencing, etc. Connections shall be made at a time that will result in the least possible interference with existing services.

ARTICLE 24
HAZARDOUS MATERIALS

CONTRACTOR shall obtain all required Federal, State and local permits and licenses and shall be responsible for the safe and proper handling, transporting, storage and use of any explosive or hazardous materials brought onto or encountered within the site, and at its expense, make good any damage caused by its handling, transporting, storage and use. The CONTRACTOR will notify the COUNTY immediately if explosive or hazardous materials are encountered on the Project site. Transporting explosive or hazardous materials onto the site will require prior written approval from the COUNTY. CONTRACTOR shall maintain and post as necessary Material Hazard Data Sheets for all applicable Hazardous Materials used in the course of its work. In the event that hazardous material is improperly handled or stored by the CONTRACTOR, its subcontractors, any sub-subcontractors, or any employee or agent of any of the aforementioned which results in contamination of the site, CONTRACTOR shall immediately notify the COUNTY and the appropriate governmental authority and shall take whatever action is necessary or desirable to remediate the contamination at the CONTRACTOR'S sole cost and expense.

ARTICLE 25
AUDIT

The CONTRACTOR agrees that the COUNTY, or any of its duly authorized representatives shall have access to and the right to examine any and all books, documents, papers, and records of the CONTRACTOR, and may at its option conduct an audit of the CONTRACTOR'S financial books and records concerning this Project. The CONTRACTOR agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto which are found on the basis of audit examination to constitute non-allowable costs under this Agreement. The CONTRACTOR shall promptly refund by check payable to the COUNTY the amount of such reduction of payments. All required records shall be maintained until the later of an audit is completed and all questions arising therefore are resolved, or six (6) years after completion of the Work and issuance of the final completion certificate.

ARTICLE 26
PUBLIC RECORDS

The CONTRACTOR shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law) in connection with this Agreement and shall provide access to public records in accordance with Section 119.0701, Florida Statutes.

ARTICLE 27
ASSIGNMENT

27.1 CONTRACTOR shall not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same or any part thereof, or allow legal action to be brought in its name for the benefit of others, without previous written consent of the COUNTY and SURETIES.

27.2 If for any reason the COUNTY terminates its agreement with the CONTRACTOR, the CONTRACTOR hereby assigns this Agreement to the COUNTY. CONTRACTOR shall include in each of its subcontracts language that requires its Subcontractors to agree to such assignment and to perform their responsibilities and to fully complete the work required by this Contract directly for the COUNTY.

ARTICLE 28
ATTORNEY'S FEES AND COSTS

28.1 In the event the CONTRACTOR defaults in the performance of any of the terms, covenants and conditions of this Agreement, the CONTRACTOR agrees to pay all damages and costs incurred by the COUNTY in the enforcement of this Agreement, including reasonable attorney's fees, expert fees, court costs and all expenses, even if not taxable as court costs, including, at the State Court, Appellate Court and in Bankruptcy Proceedings.

28.2 In cases other than outlined in Section 28.1, the parties expressly agree that each party will bear its own attorney's fees incurred in connection with this Agreement.

ARTICLE 29
NOTICES

All notices under this Agreement shall be in writing and shall be (as elected by the person giving such notice) mailed solely by Certified Mail, Return Receipt Requested, Hand Delivery with Proof of Service, or by Overnight Courier to the COUNTY and CONTRACTOR at the addresses listed on page one of this Agreement. Either party may change its address, for the purposes of this Section, by 30 day prior written notice to the other party given in accordance with the provisions of this Section.

ARTICLE 30
RESOLUTION OF CLAIMS AND DISPUTES

30.1 Mediation. As a condition precedent to the filing any legal proceedings, the parties shall endeavor to resolve claim disputes or other matters in question by mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The party shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the COUNTY shall select the mediator, who, if selected solely by the COUNTY, shall be a mediator certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by each party to the mediator

30.2 Non-jury trial. The parties expressly and specifically hereby waive the right to a jury trial as to any issue in any way connected with this Agreement.

30.3 The parties expressly and specifically hereby waive all tort claims and limit their remedies to breach of contract as to any issue in any way connected with this Agreement.

ARTICLE 31
MISCELLANEOUS

31.1 Taxes. The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The CONTRACTOR shall not be exempt from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONTRACTOR authorized to use the COUNTY'S Tax Exemption Number in securing such materials. The CONTRACTOR shall be responsible for payment of all federal, state, and local taxes and fees applicable to the Work and same shall be included in the Contract Price.

31.2 Pledge of Credit. The CONTRACTOR shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any Agreement, debt, obligation, judgment, lien or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of the Agreement.

31.3 Remedies and Choice of Law. This Contract is to be governed by the law of the state in which the Project is located. Venue for any lawsuit to enforce the terms and obligations of this Contract shall lie exclusively in Martin County, Florida.

31.4 Entirety of Agreement. All prior and contemporaneous negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein are merged into this Agreement. No modification, amendment or alteration of this Agreement may be made unless made in writing pursuant to the terms of this Agreement.

31.5 Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, then the remaining provisions survive and are fully binding and enforceable.

IN WITNESS WHEREOF, the COUNTY and the CONTRACTOR have executed this Agreement as of the date first above written.

REVIEWED BY

John Poiley
Utilities & Solid Waste Director

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

Roger Batt 9 21-15

Taryn Kryzda
County Administrator

POOLE & KENT COMPANY OF FLORIDA

Brian D. MacClugage
Executive Vice President

NOTARY FOR THE CONTRACTOR

State of Florida
County of Miami-Dade

The foregoing instrument was acknowledged before me this 1st day of September, 20 15, by Brian D. MacClugage, to me known to be the person who signed the foregoing instrument or produced _____ as identification.

WITNESS my hand and official seal this 1st day of September, 20 15.

Notary Public Christine Mendez

CHRISTINE MENDEZ
MY COMMISSION # EE 213393
EXPIRES: October 31, 2016
Bonded Thru Notary Public Underwriters

EXHIBIT A
SAMPLE WORK ORDER

RFB
ENTER CONTRACT NAME HERE (I.E. GENERAL CONTRACTING SERVICES)
WORK ORDER NO._____

Pursuant to that certain Contract ("**Contract**") between Martin County ("**County**") and _____ ("**Contractor**") dated _____, **Contractor** hereby agrees to provide the services specified on Exhibit "A", under the terms and conditions and at a cost of $_____ all as more specifically described in Exhibit "A", attached hereto and incorporated by this reference. The terms of the **Contract** shall be deemed to be incorporated in each individual Work Order as if fully set forth herein.

Substantial Completion Time:	_____ calendar days
Final Completion Time:	_____ calendar days
Liquidated Damages:	_____ per day

IN WITNESS WHEREOF, the **County** and the **Contractor** have executed this Work Order effective this _____ day of_____ 20__.

CONTRACTOR COMPANY NAME	BOARD OF COUNTY COMMISSIONERS MARTIN COUNTY, FLORIDA
_____	_____
Name & Title	Department Director Name/Title

A Payment & Performance Bond for all jobs over $200,000 is required to be recorded with the Martin County Clerk of the Circuit Court before commencement of work per F.S. 255.05

EXHIBIT B

RFB#2015-2813
WATER & WASTEWATER PLANT CONSTRUCTION

Description	Unit	Cost
Project Superintendent	HR	$ 65.00
Project Manager	HR	$ 68.00
Forman	HR	$ 62.00
General Laborer (1 man crew)	HR	$ 28.00
General Laborers (2 man crew)	HR	$ 56.00
General Laborers (3 man crew)	HR	$ 84.00
Electrical Control Programmer	HR	$ 130.00
Electrician	HR	$ 60.00
Mason	HR	$ 45.00
Mechanic	HR	$ 60.00
Heavy Equipment Operator	HR	$ 55.00
Administrative/Clerical	HR	$ 40.00
Material Markup	%	12.00%

INSTRUCTIONS

Submit one original and one copy of all required bid forms.

Bids must be received no later than the date and time stated in the Advertisement. Bids received after that time & date will not be considered.

BID SIGNATURE SECTION

This form must be returned with bid. Bids in any other format will not be accepted.

Poole & Kent Company of Florida	305-325-1930
Company Name	Telephone
Brian D. MacClugage	305-324-0522
Authorized Contract Signature Name	Fax
Executive Vice President	75-3163466
Title	Federal Employer ID#
1781 N.W. North River Drive	brianm@pkflorida.com
Street Address	E-mail Address
Miami, FL 33125	
City, State, Zip	Authorized Signature

AGREEMENT BETWEEN COUNTY AND CONTRACTOR FOR CONSTRUCTION SERVICES

THIS AGREEMENT, effective this 1st day of September in the year, 2015, between:

MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida, (hereinafter COUNTY), located at 2401 S.E. Monterey Road, Stuart, FL 34996

AND the CONTRACTOR: (hereinafter CONTRACTOR)	TLC Diversified, Inc. 2719 17th Street E Palmetto, FL 34221
Contract Name:	Water & Wastewater Treatment Plant Construction
Contract Number:	RFB2015-2813
Total Contract Value:	$5,000,000.00 (to all vendors combined over 5 years)
Contract Term:	Three (3) years plus two optional 1-year renewals

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ARTICLE 1
DEFINITIONS

1.1 *Defined Terms*

A. Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

1. *Actual Costs.*
   a. costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
   b. cost of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
   c. rental cost of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
   d. costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work;
   e. additional cost of field supervision and field office personnel directly attributable to the charge, exclusive of the cost of estimating, contract administration, and purchasing.

2. *Addenda.* Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the Contract Documents.

3. *Agreement.* The written instrument which is evidence of the agreement between COUNTY and CONTRACTOR covering the Work. Also referred to as "Contract".

4. *Bonds.* Performance bond and payment bond and other instruments of security, furnished by the CONTRACTOR and its surety in accordance with the Contract Documents and in accordance with the law of Florida.

5. *Change Order.* A written document which is signed by CONTRACTOR and COUNTY 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.

6. *Claim.* A demand or assertion by COUNTY or CONTRACTOR seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

7. *Contract Documents.* The Contract Documents establish the rights and obligations of the parties and include the following: Agreement (including Exhibits), Work Order, entire bid package including Advertisement, all Addenda and Instructions to Bidders, CONTRACTOR'S completed Bid Form package, Notice of Award, Notice to Proceed, drawings, specifications, plans, data, studies, surveys, calculations, permit applications, estimates, photographs, reports, approved submittals, and other documents prepared by, through, or under CONTRACTOR that fix, depict and/or describe the size, quality and character of the Project, the Bonds, these General

Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and Architect/Engineer's written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

8. *Contract Price.* The moneys paid to CONTRACTOR under Contract Documents.

9. *Contract Time.* The number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by Architect/Engineer's written recommendation of final payment.

10. *CONTRACTOR.* The individual or entity with whom COUNTY has entered into the Agreement.".

11. *Drawings.* That part of the Contract Documents prepared or approved by an Architect or Engineer which graphically shows the scope, extent, and character of the Work to be performed by CONTRACTOR. Shop Drawings and other CONTRACTOR submittals are not Drawings as so defined.

12. *Effective Date of the Agreement.* The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

13. *Field Order.* A written order issued by Architect/Engineer's or COUNTY which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

14. *Final Completion or Final Acceptance.* The completion of all Work called for under the Contract Documents, including, but not limited to, satisfactory operation of all equipment (other than COUNTY supplied equipment or facilities or those installed by separate CONTRACTORS); correction of all punch list items to the satisfaction of COUNTY , payment of all trade CONTRACTORS, subcontractors, and materialmen; settlement of all claims, if any; payment and release of all mechanic's, materialmen's, and similar liens; delivery of all guarantees, equipment operation and maintenance manuals, as-built drawings, building certificates, electrical certificates, mechanical certificates, plumbing certificates, and all other required approvals and acceptances by any municipality within Martin County, Martin County itself, the State of Florida or other authorities or agencies having jurisdiction; and removal of all rubbish, tools, scaffolding, and surplus materials and equipment from the Work site.

15. *Notice to Proceed.* A written notice given by COUNTY to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform the Work under the Contract Documents.

16. *Public Record.* All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in

connection with the transaction of official business between the COUNTY and the CONTRACTOR.

17. *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.

18. *Shop Drawings.* All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.

19. *Specifications.* That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

20. *Substantial Completion.* The stage in construction when the Work can be utilized for the purposes for which it was intended, as well as the satisfaction of the following requirements: (1) the items that affect operational integrity and function of the Project must be capable of continuous use; (2) all permits and other regulatory requirements must be satisfied; and (3) a Certificate of Occupancy must be issued where one is required. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

21. *Surety.* The corporate body that is responsible for the CONTRACTOR in connection with the Work as set forth in the Bonds and that is included in the most recent United States Department of the Treasury List of Acceptable Sureties and authorized to issue surety bonds in Florida, and which maintains a surety rating of "A-" or better or equivalent rating by a nationally recognized rating agency.

22. *Underground Facilities.* All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

23. *Work.* Services as defined in each individual Work Order to be paid for on the basis of R.S. Means unit prices with discount indicated in CONTRACTOR's bid.

23. *Work Order.* A formal document that is dated, serially numbered, and executed by both the COUNTY and the CONTRACTOR in response to COUNTY's request for proposal, by which COUNTY accepts CONTRACTOR's proposal for specific Services and CONTRACTOR indicates a willingness to perform such specific Services under the terms and conditions specified in this AGREEMENT.

ARTICLE 2
WORK/PRELIMINARY REQUIREMENTS

2.1 Work. CONTRACTOR agrees to furnish and complete all authorized and approved

work, materials, supplies, tools, furnishings, fixtures, labor, services, equipment, construction management and contract administration services for site development, permitting, regulatory matters, testing, environmental mitigation, traffic, landscaping, accounting, coordination, and construction of the Project..

2.2 Commencement of Work and Notices to Proceed. The Date of Commencement of all Work shall be the date indicated in the Notice to Proceed and/or Work Order. Notice to Proceed as to each Work Order shall be issued by the Project Manager after the CONTRACTOR has delivered to the COUNTY the executed Work Order, the Bonds and Insurance Certificates in accordance with the Work Order and AGREEMENT, and the Board has approved this AGREEMENT. No Work shall be performed by the CONTRACTOR or its Professionals, subconsultants, or subcontractors, and no irrevocable commitments to vendors shall be made prior to the Date of Commencement, at which time, CONTRACTOR may commence to perform Work.

2.3 Nothing contained in any Work Order shall conflict with the terms of this AGREEMENT, and the terms of this AGREEMENT shall be deemed to be incorporated in each individual Work Order as if fully set forth therein. A Work Order shall contain the following:

a. A description of the specific Services to be performed, a schedule and amount of compensation to be paid with sufficient detail so as to identify all of the various elements of costs such as, labor rates by classification, hours for each classification, extended price, subcontracted labor (also broken out), material, other direct costs, overhead rate, indirect rate, and profit/fee. The sufficiency of such budget detail is subject to the approval of the COUNTY; and

b. Any other additional instructions or provisions relating to the specific Services authorized pursuant to each Work Order that do not conflict with the terms of this Agreement.

2.4 Preconstruction Conference(s). If required by the specific services outlined in the Work Order, the CONTRACTOR shall meet with the COUNTY for review and acceptance of the CONTRACTOR'S initial submittals, CPM Schedule, Final Schedule of Values, personnel and Subcontractor list, to review mobilization requirements, to establish procedures for handling shop drawings and other Submittals and Applications for Payment, and to establish a working understanding among the parties as to the Work.

2.5 Assumption of Risks. CONTRACTOR shall become familiar with and prepare for the normal weather conditions existing in Martin County, Florida. Normal weather conditions are expected to impact the Work in numerous ways, including but not limited to, delays during and after periods of rainfall, temporary flooding and ponding, wet ground, high winds and debris. CONTRACTOR'S Contract Price and Project Schedule, and any subsequent approved revisions thereto, shall sufficiently anticipate and include normal weather Days as reflected by 10-year average of historical records produced by the National Weather Service. Additionally, the CONTRACTOR assumes the risk for all costs associated with concealed Site conditions which are foreseeable through the exercise of due diligence. Again, it shall be the obligation of CONTRACTOR to fully investigate the Site and provide sufficient contingency amounts for conditions which are foreseeable.

ARTICLE 3
CONTRACT PRICE

The OWNER shall pay the CONTRACTOR for the performance of Work outlined in each individual Work Order issued in accordance with the Contract Documents, the fixed Contract Price outlined in each individual Work Order, based on the unit costs in the Bid. The obligations of the OWNER under this Agreement are subject to the availability of funds lawfully appropriated for the Project by the Board of County Commissioners of Martin County.

ARTICLE 4
CONTRACTOR RESPONSIBILITIES

4.1 General Responsibilities

1. CONTRACTOR represents that it has familiarized itself with, and assumes full responsibility for having familiarized itself with, the nature and extent of the Contract Documents, specifications set forth in each Work Order, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that may in any manner affect performance of the Work, and represents that it has correlated its study and observations with the requirements of the Contract Documents. CONTRACTOR also represents that it has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the Specifications and made such additional surveys and investigations as it deems necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents and that it has correlated the results of all such data with the requirements of the Contract Documents.

2. The CONTRACTOR shall give all notices and comply with all municipal, local, state and federal laws, ordinances, codes, rules, licenses, and regulations applicable to the Work. If the CONTRACTOR observes that any of the AGREEMENT is contradictory to such laws, rules, and regulations, it shall notify the Project Manager promptly in writing. If the CONTRACTOR performs any Work that it knows or should have known to be contrary to such laws, ordinances, rules, and regulations, it shall bear all related costs.

3. CONTRACTOR understands and acknowledges that all documents and materials provided with the RFP and any addenda, are general and preliminary, and that CONTRACTOR shall not rely on the accuracy or completeness thereof. CONTRACTOR acknowledges that its duties hereunder shall not be excused or discharged in any respect based on the incompleteness or inaccuracy of any such documents or materials.

4. CONTRACTOR shall be responsible to the COUNTY for acts and omissions of CONTRACTOR and CONTRACTOR'S agents, employees, Professionals, subconsultants, subcontractors, and all other parties performing Work by, through and under CONTRACTOR.

5. CONTRACTOR shall be responsible for the management, coordination and supervision of all design, permitting, and construction means, methods, techniques, sequences and procedures for completion of the Work.

6. The CONTRACTOR agrees to bind specifically every Professional, subconsultant and subcontractor to the applicable terms and conditions of the AGREEMENT, for the benefit of

the COUNTY.

7. CONTRACTOR represents that it is fully experienced and properly qualified to perform the Work under the Contract Documents and that it is properly licensed, equipped, organized and financed to perform such Work.

8. CONTRACTOR shall act as an independent CONTRACTOR and not as the agent of COUNTY. The CONTRACTOR shall supervise and direct the Work and shall be solely responsible for the means, methods, techniques, sequences and procedures of construction subject to compliance with the Contract Documents.

9. The CONTRACTOR shall employ and maintain a full time on-site an Authorized Representative who shall have been designated in writing by the CONTRACTOR and pre-approved by the COUNTY, dedicated to each Work Order full time, shall have full authority to act on behalf of the CONTRACTOR, and all communications given to the Authorized Representative shall be as binding as if given to the CONTRACTOR. Copies of written communications given to the CONTRACTOR'S Authorized Representative shall be mailed to the address set forth in the Contract for notices. Nothing contained herein shall be construed as modifying the CONTRACTOR'S duty of supervision and fiscal management as provided by Florida law. The COUNTY shall have the right to direct removal of any Authorized Representative of the CONTRACTOR assigned to the Project. Any change in the Authorized Representative of CONTRACTOR assigned to the Project shall be subject to the COUNTY'S prior approval.

10. The CONTRACTOR shall not employ any subcontractor or consultant against whom the COUNTY may have reasonable objection.

11. The CONTRACTOR represents to the COUNTY that the CONTRACTOR (and its officers, directors, partners or shareholders who holds ten (10%) percent or more of the outstanding stock of the CONTRACTOR), does not have any financial interest in or with (i.e. is not an officer, director, partner or ten percent plus shareholder) any person, entity, subcontractor, consultant, design professional, materialman, supplier, or any other subcontractor performing any Work or the Project. CONTRACTOR agrees to obtain prior written consent from the COUNTY before entering into any Contract on this Project in which it has a common financial interest.

12. The CONTRACTOR shall keep one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings on-site in good order and annotated to show all changes made during the construction process. Final acceptance of the Work will be withheld until all such modifications have been properly inserted electronically into the design documents (thus creating "As-Built Documents") and provided to the COUNTY, and the COUNTY approves those As-Built Documents.

13. The CONTRACTOR shall, at its expense, attend any and all meetings called by COUNTY to discuss the Work under the Contract.

14. CONTRACTOR shall deliver to the COUNTY both prior to commencing each Work Orderand also at the completion of the Project and before receipt of Final Payment, a DVD

video of the Project showing the site before Work is commenced, the site as it progresses on a monthly basis, and after Work has been completed for any vertical construction project valued over $200,000.00. CONTRACTOR shall identify on the DVD the station numbers as those areas of the Project are taped, as well as the date recorded. The cost of the recording is included in the bid submitted by the CONTRACTOR.

15. CONTRACTOR shall not establish and shall not allow its employees to engage in any commercial activities on the site of any Work Order.

16. The CONTRACTOR shall, at its expense, arrange for, develop and maintain all utilities in Work areas to meet the requirements of the Contract. Such utilities shall be furnished by CONTRACTOR at no additional cost to the COUNTY, and shall include, but not be limited to, the following: telephone service for the CONTRACTOR'S use; construction power as required at each point of construction; and water as required throughout the construction. Prior to final acceptance of the Work the CONTRACTOR shall, at its expense, satisfactorily remove and dispose of all temporary utilities developed to meet the requirements of the Contract. The COUNTY will assume the utility costs directly related to its usage of areas in which it has taken Beneficial Occupancy.

17. Maintenance of Traffic. The CONTRACTOR shall be responsible for the proper maintenance, control, and detour of traffic in the area of construction, during the course of construction. All traffic control and maintenance procedures shall be in accordance with the requirements of either the Florida Department of Transportation, Martin County, or the local municipality, within their respective area of jurisdiction. It shall be the CONTRACTOR'S responsibility, as Bidder, prior to submitting its Bid, to determine the requirements of these agencies so that its Proposal reflects all costs to be incurred. No claims for additional payment will be considered for costs incurred in the proper maintenance, control, detour and protection. The CONTRACTOR shall notify all such agencies and the COUNTY 48 hours in advance of any traffic detour.

18 The CONTRACTOR is responsible for adequate drainage at all times. Existing functioning storm sewers, gutters, ditches, and other run-off facilities shall not be obstructed.

19. Fire hydrant on or adjacent to the highway shall be kept accessible and no obstruction shall be placed within fifteen feet (15') of any hydrant.

20. Heavy Equipment shall not be operated close enough to pipe headwalls or other structures to cause their displacement.

21. Where the COUNTY determines it to be necessary for maintaining the security of livestock or adjacent property or for protection of pedestrians, the CONTRACTOR shall erect and operate under temporary security fencing. Permanent fencing shall be addressed as required by the Plans and Specifications.

ARTICLE 5
PAYMENT

5.1 Schedule of Values. The CONTRACTOR's Unit Price Proposal for each Work Order shall serve as the schedule of values for basis for progress payments and will be incorporated into a form of Application for Payment acceptable to the COUNTY. Progress payments on account of Work will be based on the number of units completed.

5.2 Progress Payments

A. Applications for Payments

1. All payments made to the CONTRACTOR, whether Partial or Final, shall be strictly in accordance with Section 218.70, Florida Statutes, addressing payment, retainage and punchlist procedures for the performance of public works projects to which the Project applies. CONTRACTOR is required to include Section 218.70, Florida Statutes, in all Subcontractor and vendor agreements. At least 25 business days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to COUNTY for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. Such supporting documents shall include but not be limited to releases from all parties who have served Notices to CONTRACTOR for the Project, a current release from CONTRACTOR releasing all claims, other than those previously submitted pursuant to Article 10 herein, through the date of the Application for Payment; and a monthly dated CPM schedule for Projects valued over $200,000.00. Submission of this supporting documentation shall be a condition precedent to the CONTRACTOR'S entitlement to receive payment. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that COUNTY has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect COUNTY'S interest therein, all of which must be satisfactory to COUNTY.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied on account to discharge CONTRACTOR'S legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be 10% of the Contract Price for all projects valued at $200,000.00 or more, or as otherwise stipulated in the Work Order. Retainage will not be held for projects valued under $200,000.00. After 50% completion of the construction, the amount of retainage withheld from each subsequent progress payment shall be five (5%) percent. "Fifty Percent Completion" of the Work is defined as that point in time where 50% of the overall value of the Work items incorporated and which will remain in place subsequent to final completion of the Work have been completed, based upon the schedule of values contained in the Contract. As such, and by way of example, the value of

CONTRACTORS mobilization, general conditions, supervision or like items which do not involve permanent incorporation of Work do not apply to the determination of "Fifty Percent Completion" of the Work for purposes of establishing entitlement to a reduction of retainage.

B. Review of Applications

1. COUNTY will, within 10 business days after the date on which the Application for Payment is stamped as received by the COUNTY, either process the payment or return the Application to CONTRACTOR indicating in writing COUNTY'S reasons for refusing to recommend payment. COUNTY may reject the payment request or invoice within 20 business days after the date on which the payment request or invoice is stamped as received by the COUNTY. The rejection must be in writing and must specify the deficiency in the payment request or invoice and the action necessary to make the payment request or invoice proper. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. The corrected payment requests or invoices must be paid or rejected on the later of:

a. Ten (10) business days after the date the corrected payment request or invoice is stamped as received; or

b. If the governing body is required by ordinance, charter or other law to approve or reject the corrected payment request, the first business day after the next regularly scheduled meeting of the COUNTY held after the corrected payment request is stamped as received.

2. COUNTY and/or Architect/Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to COUNTY, based on COUNTY and/or Architect/Engineer's observations on the Site of the executed Work as an experienced and qualified professional and on COUNTY and/or ENGINEER'S review of the Application for Payment and the accompanying data and schedules, that to the best of COUNTY and/or Architect/Engineer's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to CONTRACTOR'S being entitled to such payment appear to have been fulfilled in so far as it is Architect/Engineer's responsibility to observe the Work.

3. By recommending any such payment Architect/Engineer will not thereby be deemed to have represented that: (i) inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Architect/Engineer in the Contract Documents; or (ii) that there may not be other matters

or issues between the parties that might entitle CONTRACTOR to be paid additionally by COUNTY or entitle COUNTY to withhold payment to CONTRACTOR.

4. Neither COUNTY and/or Architect/Engineer's review of CONTRACTOR'S Work for the purposes of recommending payments nor Architect/Engineer's recommendation of any payment, including final payment, will impose responsibility on Architect/Engineer to supervise, direct, or control the Work or for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for CONTRACTOR'S failure to comply with Laws and Regulations applicable to CONTRACTOR'S performance of the Work. Additionally, said review or recommendation will not impose responsibility on Architect/Engineer to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to COUNTY free and clear of any Liens.

5. Architect/Engineer may refuse to recommend the whole or any part of any payment if, in Architect/Engineer's opinion, it would be incorrect to make the representations to COUNTY. Architect/Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Architect/Engineer's opinion to protect COUNTY from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Written Amendment or Change Orders;

c. COUNTY has been required to correct defective Work or complete Work; or

C. Payment Becomes Due

1. If approved, payment is due twenty-five business days after the payment request or invoice is stamped as received by County, Payment on a corrected payment requests, must be paid or rejected on the later of:

a. Ten (10) business days after the date the corrected payment request or invoice is stamped as received; or

b. If the governing body is required by ordinance, charter or other law to approve or reject the corrected payment request, the first business day after the next regularly scheduled meeting of the COUNTY held after the corrected payment request is stamped as received.

D. Reduction in Payment

1. COUNTY may refuse to make payment of the full amount recommended by Architect/Engineer because:

a. claims have been made against COUNTY on account of CONTRACTOR'S performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to COUNTY to secure the satisfaction and discharge of such Liens;

c. there are other items entitling COUNTY to a set-off against the amount recommended.

d. if the Work is defective, or completed Work has been damaged requiring correction or replacement;

2. if the Work for which payment is requested cannot be verified;

3. because of the failure of CONTRACTOR to make proper payments to Subcontractor for labor, materials or equipment in connection with the Work;

4 if the Contract Price has been reduced because of Modifications or there is reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;

5. if the COUNTY has been required to correct defective Work or complete the Work in accordance with the Contract Documents;

6. because of the CONTRACTOR'S failure to carry out the Work in accordance with the Contract Documents, or otherwise unsatisfactory prosecution of the Work;

7. because of any other breach of, default under or violation of, or failure to comply with, the provisions of the Contract Documents.

8. If COUNTY refuses to make payment of the full amount recommended by Architect/Engineer, COUNTY must give CONTRACTOR written notice (with a copy to Architect/Engineer) within 10 business days stating the reasons for such action and promptly pay CONTRACTOR any amount remaining after deduction of the amount so withheld. COUNTY shall promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by COUNTY and CONTRACTOR, when CONTRACTOR corrects to COUNTY'S satisfaction the reasons for such action.

5.3 CONTRACTOR'S Warranty of Title. The CONTRACTOR warrants and guarantees that title to all Work covered by an Application for Payment, whether incorporated in the Work or not, shall pass to the COUNTY prior to the making of the Application for Payment, free and clear of all liens, claims, security interests, purchase money security interest, chattel paper or encumbrances of any nature whatsoever ("Liens").

5.4 The CONTRACTOR shall promptly pay all Subcontractors, laborers, materialmen, and suppliers upon receipt of payment from the COUNTY, out of the amount paid to the CONTRACTOR on account of such person's portion of the Work, the amount to which such person is entitled, reflecting percentages actually retained from payments to the CONTRACTOR

on account of such person's portion of the Work. The CONTRACTOR shall, by appropriate agreement with each Subcontractor or other person, require each subcontractor or other person to make payments to Sub-subcontractors in similar manner.

5.5 A Certificate of Payment, a progress payment, or partial or entire use of the Project by the COUNTY shall not constitute acceptance of Work not in accordance with the Contract Documents.

5.6 In accordance with the provisions of Section 255.05, Florida Statutes, where the CONTRACTOR requires a waiver from laborers, materialmen, subcontractors, or sub-subcontractors (as each such term is defined by Section 713.01, Florida Statutes) of the right to make a claim against the Payment Bond in exchange for, or to induce payment of, a progress payment or a final payment; such waivers shall comply with the form set forth in 255.05, Florida Statutes as amended from time to time.

5.7 If one or more "Notice of Non-Payment" is received by the COUNTY, no further payments will be approved until non-payment(s) have been satisfied and a "Release of Claim" for each "Notice" has been submitted to the COUNTY. Upon request, CONTRACTOR shall furnish acceptable evidence that all such claims or liens have been satisfied. If CONTRACTOR fails to satisfy the nonpayment, COUNTY may make payment and back charge CONTRACTOR for any and all costs associated with such payment.

5.8 Progress. If at any time during the progress of Work, CONTRACTOR'S actual progress is inadequate to meet the requirements of the Contract, COUNTY may, but is not required to, notify CONTRACTOR to implement some or all of the following remedial actions at the sole cost and expense of CONTRACTOR:

1. Increase construction manpower in such quantities and crafts as necessary to eliminate the schedule progress deficiency;

2. Increase the number of working hours per shift, shifts per working day, working days per week, the amount of construction equipment, or any combination of the foregoing to eliminate the schedule progress deficiency;

3. Reschedule the Work in conformance with the specification requirements.

5.9 Neither such notice by COUNTY nor COUNTY'S failure to issue such notice shall relieve CONTRACTOR of its obligation to achieve the quality of Work and rate of progress required by the Contract.

ARTICLE 6
TIME OF PERFORMANCE

6.1 Time is of the essence for each Work Order issued under this Agreement.

6.1.1 Substantial Completion

The following items, as applicable, shall be completed prior to an inspection for Substantial

Completion:

1. All general construction completed and the project components shall be clean, and all systems fully functional.

2. All mechanical and electrical Work substantially complete, fixtures in place, connected, cleaned and usable.

3. All electrical circuits shall be scheduled in panels, and all panels and disconnect switches properly labeled.

4. All painting shall be completed; all signs installed.

5. All floors, glass and metal Work shall be cleaned.

6. All finish hardware shall be installed, and all doors shall be in good Working order.

7. Project site shall be cleared of the CONTRACTOR'S excess equipment, temporary facilities, trailers, and/or building supplies. All temporary construction shall be removed, and all Sitework completed.

8. All operations and maintenance manuals for all equipment shall have been submitted.

9. Manufacturers certifications and warranties shall be delivered to COUNTY.

10. All operations and maintenance training related literature, software and back-up disks have been provided.

11. All required spare parts, materials, as well as any special measuring devices and tools shall have been provided to COUNTY.

12. All air and water balancing reports shall have been submitted.

13. All keys and blanks shall have been provided.

6.1.2 When CONTRACTOR considers the entire Work Order ready for its intended use CONTRACTOR shall notify COUNTY in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that Architect/Engineer issue a certificate of Substantial Completion. Promptly thereafter, COUNTY and CONTRACTOR, and Architect/Engineer shall make an inspection of the Work to determine the status of completion. For the purpose of this Contract, and for the compliance of those procedures, duties and obligations as set forth in Section 218.70 and Section 218.735, Florida Statutes the term "Substantial Completion" is defined as that point where COUNTY is able to enjoy beneficial occupancy of the Work and where the Work has achieved that level of completion such that COUNTY is able to utilize the entire Project for its intended purposes, including but not limited to the completion of all specified systems and items relating to life,

safety and regulatory use, with the exception of incidental or incomplete items except where a lack of completion of such incidental or incomplete items of Work will adversely affect the complete operation of other areas of the Work. Additional conditions (if any) needed to achieve Substantial Completion of the Work and which are project specific are as set forth in attached Exhibits. If COUNTY and Architect/Engineer do not consider the Work substantially complete, Architect/Engineer will notify CONTRACTOR in writing giving the reasons therefore. If Architect/Engineer considers the Work substantially complete, Architect/Engineer will prepare and deliver to COUNTY a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. If Architect/Engineer considers the Work substantially complete, then, for construction projects having an estimated cost of less than 10 million dollars:

In addition to Section 218.735, Florida Statutes, punchlist procedures to render the Work complete, satisfactory and acceptable are established as follows:

1. Within five (5) days of Substantial Completion of the construction services purchased as defined in the Contract, CONTRACTOR shall schedule a walkthrough with COUNTY ("Initial Walkthrough" a/k/a "IW"). The purpose of the IW is to develop a preliminary checklist ("Checklist") of items to be performed by the CONTRACTOR, based upon observations made jointly between the CONTRACTOR and COUNTY during the IW. The IW is to occur within ten (10) days of Substantial Completion of the Work as defined by the Contract, again predicated upon the CONTRACTOR'S timely initiation of a request for the IW. At its option, COUNTY may conduct the IW with its Field Inspector.

2. CONTRACTOR shall endeavor to address and complete as many items as possible noted on the Checklist either during the IW itself, or thereafter for a period of fifteen (15) days from the date of the IW.

3. No later than fifteen (15) days following the scheduled IW, CONTRACTOR shall again initiate and request a second walkthrough of the Project with COUNTY. The purpose of this second walkthrough is to identify which items remain to be performed from the IW Checklist and to supplement that list as necessary (based, for example, upon work which may have been damaged as a result of the CONTRACTOR'S performance of completion of items contained on the IW Checklist) and for the purpose of developing a joint Final Punchlist.

4. The intent of this section is for COUNTY and the CONTRACTOR to cooperate to develop a Final Punchlist to be completed no later than thirty (30) days from the date of reaching Substantial Completion of the construction services purchase as defined in the Contract.

5. In no event may the CONTRACTOR request payment of final retainage under Section 718.735, Florida Statutes until the CONTRACTOR considers the Final Punchlist to be 100% complete.

6. CONTRACTOR agrees to complete the Final Punchlist items within forty-five (45) days of the date of its issuance by COUNTY.

7. CONTRACTOR acknowledges and agrees that no item contained on the Final Punchlist shall be considered a warranty item until such time as (a) the Final Punchlist is 100% complete, and (b) COUNTY has been able to operate or utilize the affected punchlist item for an additional period of fifteen (15) days.

8. CONTRACTOR acknowledges and agrees that COUNTY may, at its option, during performance of the Work and prior to Substantial Completion, issue lists of identified non-conforming or corrective work for the CONTRACTOR to address. The intent of any such COUNTY generated lists prior to Substantial Completion is to attempt to streamline the punchlist process upon achieving Substantial Completion, and to allow for the CONTRACTOR to address needed areas of corrective work as they may be observed by COUNTY during performance of the Work.

9. CONTRACTOR acknowledges and agrees that in calculating 150% of the amount which may be withheld by COUNTY as to any Final Punchlist item for which a good faith basis exists as to it being complete, as provided for by Section 218.735, Florida Statutes, COUNTY may include within such percentage calculation its total costs for completing such item of work, including its administrative costs as well as costs to address other services needed or areas of work which may be affected in order to achieve full completion of the Final Punchlist item. Such percentage shall in no event relate to the schedule of value associated with such Work activity, but rather total costs are based upon the value (i.e. cost) of completing such Work activity based upon market conditions at the time of Final Punchlist completion.

6.1.3 COUNTY shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but COUNTY shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

6.2 Partial Utilization

A. Use by COUNTY at COUNTY'S option of any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which COUNTY, Architect/Engineer, and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by COUNTY for its intended purpose without significant interference with CONTRACTOR'S performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

1. COUNTY at any time may request CONTRACTOR in writing to permit COUNTY to use any such part of the Work which COUNTY believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to COUNTY and Architect/Engineer that such part of the Work is substantially complete and request Architect/Engineer to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify COUNTY and Architect/Engineer in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request Architect/Engineer to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, COUNTY, CONTRACTOR, and Architect/Engineer shall make an inspection of that part of the Work to determine its status of completion. If Architect/Engineer does not consider that part

of the Work to be substantially complete, Architect/Engineer will notify COUNTY and CONTRACTOR in writing giving the reasons therefore.

2. No occupancy or separate operation of part of the Work may occur prior to compliance with this Agreement regarding property insurance.

6.3 Final Inspection

A. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, Architect/Engineer will promptly make a final inspection with COUNTY and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

6.4 Final Payment

A. Application for Payment

1. After CONTRACTOR has, in the opinion of Architect/Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents, and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments and §218.70 et. seq., Fla.Stat.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to COUNTY) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens and as approved by COUNTY, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which COUNTY or COUNTY'S property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to COUNTY to indemnify COUNTY against any Lien.

B. Review of Application and Acceptance

1. If, on the basis of Architect/Engineer's observation of the Work during construction and final inspection, and Architect/Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Architect/Engineer is satisfied that the Work has been completed and CONTRACTOR'S other obligations under the Contract Documents have been fulfilled, Architect/Engineer will, within ten days after receipt of

the final Application for Payment, indicate in writing Architect/Engineer's recommendation of payment and present the Application for Payment to COUNTY for payment. At the same time Architect/Engineer will also give written notice to COUNTY and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.09. Otherwise, Architect/Engineer will return the Application for Payment to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due

1. Upon completion of all items on the punchlist, final payment is due twenty-five business days after the payment request or invoice is stamped as received by County, Payment on a corrected payment requests, must be paid or rejected on the later of:

a. Ten (10) business days after the date the corrected payment request or invoice is stamped as received; or

b. If the governing body is required by ordinance, charter or other law to approve or reject the corrected payment request, the first business day after the next regularly scheduled meeting of the COUNTY held after the corrected payment request is stamped as received.

If a good faith dispute exists as to whether one or more items identified on the list have been completed pursuant to the contract, the COUNTY may continue to withhold an amount not to exceed 150 percent of the total costs to complete such items.

6.5 If Substantial Completion is not obtained at the inspection called by the CONTRACTOR, for reasons that are the fault of the CONTRACTOR, the cost of any subsequent inspections requested by the CONTRACTOR for the purpose of determining Substantial Completion shall be at the cost of the CONTRACTOR and shall be assessed against the final payment application. Punch list items recorded as a result of inspections for Substantial Completion are to be corrected by the CONTRACTOR within the time-frame established.

ARTICLE 7
LIQUIDATED DAMAGES

7.1 Milestones, milestone completion dates and applicable liquidated damages shall be in accordance with the Work Order.

7.2 If the milestones are not strictly complied with, then Liquidated damages will be assessed against the CONTRACTOR, which are agreed upon in the Work Order, and it is further agreed that such Liquidated Damages bear a reasonable relationship to damages to be incurred by COUNTY, and are not a penalty.

ARTICLE 8
CLAIMS FOR ADDITIONAL TIME

8.1 If the CONTRACTOR'S performance of this Contract is delayed: i) which delay is beyond the reasonable control and without the fault or negligence of the CONTRACTOR or its subcontractors; or ii) by changes ordered in the Work, and in either event where such delay or change in the Work affects the critical path, then the Contract Time shall be extended by Change Order as determined by the COUNTY . If the CONTRACTOR wishes to make Claim for an increase in the Contract Time, CONTRACTOR shall provide COUNTY a written notice of claim upon discovering the cause of the alleged delay. Such notice of claim shall include the following information, or else be waived:

1. Nature of the delay or change in the Work;

2. Dates of commencement and cessation of the delay or change in the Work;

3. Activities on the current progress schedule affected by the delay or change in the Work;

4. Identification and demonstration that the delay or change in Work affects the critical path;

5. Identification of the source of delay or change in the Work;

6. Anticipated extent of the delay or change in the Work; and

7. Recommended action to minimize the delay.

8.2 The CONTRACTOR shall not be entitled to any extension of time for delays resulting from any cause unless CONTRACTOR shall have notified the COUNTY in writing within seven (7) calendar days of commencement of the delay.

8.3 No Damages for Delay; Exclusive Remedy. The CONTRACTOR shall not be entitled to and hereby waive any and all claims for damages which they may suffer by reason of delay, acceleration, loss of efficiency, or other related time or impact-based claims (hereinafter collectively "delay") or for delay attributable to any foreseen or unforeseen condition, or for delays claimed to be the result of active, intentional, knowing or passive interference by the COUNTY , Architect, Architect/Engineer, or its agents, and waives damages which it may suffer by reason of such claims for lost profits, loss or impairment of bonding capacity, destruction of business, extended overhead, supervision, extended, unabsorbed home office overhead; the extension of time granted herein being the CONTRACTOR'S sole remedy, with the exception that in the event of demonstrated critical, compensable, non-concurrent delay suffered by the CONTRACTOR, the CONTRACTOR may claim as its sole and exclusive remedy any associated, extended direct jobsite general conditions expended by the CONTRACTOR (hereinafter "applicable extended general conditions") in a sum not to exceed $250.00 per each day of delay. Apart from extensions of time or acceleration costs approved by COUNTY and any applicable extended general conditions, no payment of claim for delay damages shall be

made to the CONTRACTOR as compensation for damages for any delays or hindrances from any cause whatsoever in the progress of the Work, whether such delay be avoidable or unavoidable. Notwithstanding anything herein to the contrary, provided CONTRACTOR have otherwise satisfied the requirements of this Contract, the CONTRACTOR shall be entitled to an increase in the Contract sum based upon approved general condition, insurance, and bond premium costs resulting from delays for which the Architect/Engineer has approved by Change Order. an extension of time for performance; provided, however, COUNTY shall not be required to pay such additional amounts for any days following the date on which CONTRACTOR achieves Final Completion for the appropriate portion of the Work.

ARTICLE 9
SITE CONDITIONS

9.1 Field Measurements. Before undertaking each part of the construction, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to the COUNTY any conflict, error or discrepancy which CONTRACTOR or any of its Subcontractors or Suppliers may discover and shall obtain a written interpretation or clarification from COUNTY before proceeding with any Work affected. CONTRACTOR shall remain liable to COUNTY for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents prepared by CONTRACTOR.

9.2 Differing Site Conditions. The CONTRACTOR shall promptly, and before such conditions are disturbed, notify the COUNTY in writing of: (l) subsurface or latent physical conditions at the site differing materially from those indicated in this Contract, or (2) unknown physical conditions at the site of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in this Contract. The COUNTY will promptly investigate the conditions, and if it finds that such conditions do materially so differ and cause an increase or decrease in the CONTRACTOR'S cost of, or the time required for, performance of any part of the Work under this Contract, an equitable adjustment shall be made and the Contract modified in writing accordingly. CONTRACTOR'S failure to provide notice upon discovery of the differing site condition shall waive any entitlement to such an adjustment in the Contract Price or Contract Time.

ARTICLE 10
INDEMNIFICATION

The CONTRACTOR hereby assumes entire responsibility and liability for any and all damage or injury of any kind or nature whatever (including death resulting therefrom) to all persons, whether employees of any tier of the CONTRACTOR, its SUBCONTRACTS, CONSULTANTS or SUPPLIERS or otherwise, and to all property caused by, resulting from, arising out of or occurring in connection with the execution of the Contract, or in preparation for the work and services under this Contract, or any extension, modification, or amendment thereto by change order to otherwise.

CONTRACTOR hereby agrees to indemnify and hold harmless MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS, its officers and employees from liabilities, damages, lawsuits, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the CONTRACTOR or persons employed or utilized by the CONTRACTOR in the performance of the Construction Contract.

ARTICLE 11
TERMINATION

11.1 Notwithstanding any other provision of this Contract, the CONTRACTOR may be held in default of its contractual obligation under this Contract if the CONTRACTOR:

1. refuses or fails to supply enough properly skilled workers or proper and sufficient materials and equipment;

2. fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the CONTRACTOR and the Subcontractors;

3. disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;

4. performs Work that does not conform to Work Order requirements;

5. fails to meet the Work Order schedule or fails to make progress on the Work so as to endanger performance of the Work Order;

6. abandons or refuses to proceed with any or all Work; or

7. otherwise breaches, fails to comply fully with, or is in default of any provision of the Contract Documents or Work Order.

11.2 The COUNTY must provide written notice to the CONTRACTOR notifying it that the COUNTY is declaring it in default and providing the CONTRACTOR with three (3) business days after receipt of such written notice of default, to cure such default. In the event that the CONTRACTOR fails to cure the default within the three (3) day default period, the COUNTY may:

1. take possession of the Work site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the CONTRACTOR;

2. accept assignment of subcontracts pursuant to this Agreement; and

3. finish the Work by whatever reasonable method the COUNTY may deem expedient, and charge all completion costs against any monies owed or to be owed to CONTRACTOR, or back charge CONTRACTOR for any and all such completion costs, or

4. terminate the CONTRACTOR and hire a completion CONTRACTOR to finish the Work by whatever reasonable method the COUNTY may deem expedient, and charge all completion costs, including costs for construction, architectural, engineering, project management, and any other expenses, against any monies owed or to be owed to CONTRACTOR, or back charge CONTRACTOR for any and all such completion costs, or

5. set off any and all such completion costs against any monies then due or to

become due on any other projects that the COUNTY has with CONTRACTOR.

11.3 Upon default, CONTRACTOR shall not be entitled to receive further payment until the Work is finished.

11.4 If, after notice of termination, it is determined for any reason that the CONTRACTOR was not in default, or that the delay was excusable under the provisions of the Contract Documents, the rights and obligations of the parties shall be the same as if the notice of termination had been a Termination by the COUNTY for Convenience.

11.5 Termination by the COUNTY for Convenience. Notwithstanding any other provision to the contrary in the Contract Documents, the COUNTY reserves the right at any time and in its sole and absolute discretion to terminate the services of the CONTRACTOR with respect to the Work by giving written notice to the CONTRACTOR. In such event, the CONTRACTOR shall be entitled to, and the COUNTY shall reimburse the CONTRACTOR for, an equitable portion of the Contract Price based on the portion of the Work completed prior to the effective date of termination and for any other reasonably expended costs attributable to such termination. However, CONTRACTOR shall not be entitled to receive its anticipated profits for any unperformed Work.

11.6 Should the CONTRACTOR'S Contract be terminated for any reason, the CONTRACTOR shall, at no additional cost to the COUNTY , give written permission to the COUNTY to utilize all design documents necessary for the purpose of completing the Project with another CONTRACTOR.

ARTICLE 12
SUSPENSION OF WORK

The COUNTY may, without cause, order the CONTRACTOR in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the COUNTY may determine.

ARTICLE 13
CHANGES IN THE WORK

13.1 The COUNTY may, at any time or from time to time, order additions, deletions or revisions in the Work. Upon request of the COUNTY, a request for proposal will be issued to the CONTRACTOR detailing the proposed additions, deletions or revisions to the Work. The request for proposal shall include such details as man-hours, man-hour rates, quantities, quantity unit rates, equipment, equipment unit rates and mark-ups. The CONTRACTOR shall complete and return the request for proposal to the COUNTY within ten (10) calendar days from receipt thereof. The request for proposal shall include any increases or decreases in Contract Time or Contract Price and shall include any additional modifications required by virtue of the requested change, whether or not such additional modifications were specifically identified in the request for proposal. The request for proposal may then be: 1) issued as a Change Order in accordance with the provisions of the Contract Documents; 2) modified and thereafter issued as a Change Order in accordance with the provisions of the Contract Documents; or 3) withdrawn.

13.2 The COUNTY may authorize minor changes or alterations in the Work not involving

extra cost or time and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the CONTRACTOR believes that any minor change or alterations authorized by the COUNTY entitles it to an increase in the Contract Price or extension of Contract Time, it shall treat the Field Order as a request for proposal and issue a proposal for the changes in Contract Price and Contract Time prior to proceeding with the Work covered in the Field Order. The procedures outlined in the Contract Documents shall then be followed. Acceptance of the Final Payment by the CONTRACTOR shall constitute acknowledgment by the CONTRACTOR that all payments due for modifications required under Field Orders have been incorporated into the Final Payment.

13.3 Additional Work performed by the CONTRACTOR without authorization of a written Change Order will not entitle it to an increase in the Contract Price or an extension of the Contract Time.

13.4 It is the CONTRACTOR'S responsibility to notify its Surety of any changes affecting the general scope of the Work or change in the Contract Price and the amount of the applicable Bonds shall be adjusted accordingly. The CONTRACTOR shall furnish proof of such adjustment to the COUNTY.

13.5 The COUNTY may, at any time, without notice to the Surety, by Field Order or by properly executed Change Order, make any change in the Work within the general scope of the Contract Documents, including but not limited to changes:

A. in the Drawings and designs, and Specifications;
B. in the method or manner of performance of the Work;
C. in the COUNTY -furnished facilities, equipment, materials, services or site; or
D. directing acceleration in the performance of the Work.

13.6 Except as herein provided, no order, statement, or conduct of the COUNTY shall be treated as a Change Order or Field Order or entitle the CONTRACTOR to an equitable adjustment hereunder.

13.7 No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Contract.

13.8 The value of any additional Work or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways at the sole discretion of the COUNTY:

A. where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved;
B. by negotiated lump sum; or
C. cost plus. If this option is selected, COUNTY reserves the right to request any and all documentation from CONTRACTOR in support of its foregoing actual costs, and CONTRACTOR agrees promptly to supply such information.

13.9 For changes in the Work performed by CONTRACTOR's own forces, CONTRACTOR

shall be entitled to a percentage mark-up for actual costs as defined in Section 1 of ten (10) percent.

13.10 For changes in the Work performed by subcontractors, (a) the subcontractor shall be entitled to mark-up the cost of the change(s) by ten (10) percent, and (b) the CONTRACTOR shall be entitled to mark-up the subcontractor's total by five (5) percent. The foregoing shall be the maximum amount allowable for subcontractor's and CONTRACTORs actual costs as defined in Section 1.

ARTICLE 14
MATERIALS, EQUIPMENT AND WORKMANSHIP; SUBSTITUTIONS

14.1 Only new, unused items of recent manufacture, of designated quality, free from defects, will be accepted. Rejected items shall be removed immediately from the Work and replaced with items of specified quality. Failure by COUNTY to order removal of rejected materials and equipment shall not relieve CONTRACTOR from responsibility for quality of the materials supplied nor from any other obligation under the Contract Documents.

14.2 No Work defective in construction or quality, or deficient in meeting any requirement of the Contract Drawings and Specifications will be acceptable regardless of COUNTY'S failure to discover or to point out defects or deficiencies during construction; nor will the presence of field representatives at the Work or the satisfaction of the WORK meeting applicable code requirements relieve CONTRACTOR from responsibility for the quality and securing progress of Work as required by the Contract Documents.

14.3 Prior to proposing any substitute item, CONTRACTOR shall satisfy itself that the item proposed is, in fact, equal or better to that specified, that such item will fit into the space allocated, that such item affords comparable ease of operation, maintenance and service, that the appearance, longevity and suitability for the climate are comparable, and that by reason of cost savings, reduced construction time, or similar demonstrable benefit, the substitution of such item will be in COUNTY'S interest, and will in no way have a detrimental effect upon the Project completion date and schedule.

14.3.1 The burden of proof of equality of a proposed substitution for a specified item shall be upon CONTRACTOR. CONTRACTOR shall support its request with sufficient test data and other means to permit COUNTY to make a fair and equitable decision on the merits of the proposal. CONTRACTOR shall submit drawings, samples, data and certificates and additional information as may be required by the COUNTY for proposed substitute items as required by the Contract Documents.

14.3.2 Any item by a manufacturer other than those specified or of brand name or model number or of generic species other than those specified will be considered a substitution. COUNTY will be the sole judge of whether or not the substitution is equal in quality, utility and economy to that specified.

14.3.3 CONTRACTOR shall allow an additional 15 calendar days for COUNTY'S review of substitutions. All requests for substitutions with submittal data must be made at least fifty (50) calendar days prior to the time CONTRACTOR must order, purchase or release for manufacture

or fabrication. Approval of a substitution shall not relieve CONTRACTOR from responsibility for compliance with all requirements of the Contract. CONTRACTOR shall coordinate the change with all trades and bear the expense for any changes in other parts of the Work caused by any substitutions.

14.3.4 If COUNTY rejects CONTRACTOR'S substitute item on the first submittal, CONTRACTOR may make only one additional request for substitution in the same category. Upon the second request, the CONTRACTOR shall be invoiced the expenses of the COUNTY allocable to the review of such submittal data. The foregoing amounts shall be deducted, as applicable, from the next succeeding partial payment to the CONTRACTOR, or from the final payment.

ARTICLE 15
COMPLIANCE

15.1 All work, labor, materials and equipment provided under each Work order shall be performed in strict compliance with any and all applicable building and fire, life and safety codes and strictly in accordance with plans and specifications. CONTRACTOR must satisfy itself that the Plans, Drawings and Specifications in fact comply with all applicable codes. CONTRACTOR shall notify COUNTY prior to commencement of Work of any requirement of the plans and specifications not in strict compliance with such codes. There will be no extra payment for compliance to existing codes or any item of interpretation regarding enforcement of existing codes. CONTRACTOR is representing by acceptance of this Agreement that it has thoroughly researched all applicable codes and regulations affecting this Project.

15.2 If, during the term of this Contract, there are any changed or new laws, ordinances or regulations not known or foreseeable at the time of signing this Contract which become effective and which affect the cost or time of performance of the Contract, CONTRACTOR shall immediately notify COUNTY in writing and submit detailed documentation of such effect in terms of both time and cost of performing the Contract. Upon concurrence by COUNTY as to the effect of such changes, an adjustment in the Contract Price and/or time of performance will be made. If any discrepancy or inconsistency should be discovered between the Contract Documents and any law, ordinance, regulation, order or decree, CONTRACTOR shall immediately report the same in writing to COUNTY who will issue such instructions as may be necessary. However, it shall not be grounds for a Change Order that the CONTRACTOR was unaware of or failed to investigate the rules, codes, regulations, statutes, and all ordinances of all applicable governmental agencies having jurisdiction over the Project or the Work.

15.3 CONTRACTOR shall give all notices and at all times comply with all applicable laws, codes, ordinances, rules and regulations in effect during the time of performance of the Work.

15.4 CONTRACTOR shall deliver a product which will meet or exceed the Design Criteria package standards, provide a complete and functional facility including but not limited to all necessary interfaces between this facility and adjacent existing facilities, and/or anticipated future facilities. All built-in equipment, systems, controls, devices and finishes necessary for the efficient use and maintenance of the facility and its related site work, except as otherwise noted and/or clarified herein, shall be included in the Work.

ARTICLE 16
NON-DISCRIMINATION

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

ARTICLE 17
DEFECTIVE WORK

17.1 Rejecting Defective Work. The COUNTY shall have authority to disapprove or reject Work which is "defective" (which term is hereinafter used to describe Work that is unsatisfactory, faulty or defective, or does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to final acceptance). Such parties shall also have authority to require special inspection or testing of the Work as such parties may individually or severally deem necessary, whether or not the Work is fabricated, installed or completed.

17.2 Correction of Defective Work. Upon presentation of a Defective Work Notice to the CONTRACTOR or CONTRACTOR'S Project Superintendent, the CONTRACTOR shall meet within twenty-four (24) hours with the COUNTY, and, at the sole option of COUNTY, the COUNTY'S representative, to discuss a work plan and time-line to correct the defective Work. The CONTRACTOR shall have no more than five (5) working days to begin corrective action and repairs in accordance with the agreed upon schedule; provided, however, all repairs to natural gas, telephone, radio, computer security, water, waste water, electric air conditioning services and all emergency services shall be commenced within twelve (12) hours of notification, or by 7:00 a.m. whichever is earlier, and CONTRACTOR shall complete the repairs in an expeditious manner befitting the nature of the deficiency. If the CONTRACTOR refuses to comply with the twenty four (24) hour meeting requirement, or the agreed upon correction schedule, the COUNTY has the right to do any of the following: (1) correct any Work so performed by the CONTRACTOR and deduct the expenses for doing so from the final payment due the CONTRACTOR, or (2) hold back final payment due CONTRACTOR until such time as the Work is completed to the satisfaction of the COUNTY and in compliance with the Contract Documents. The COUNTY shall have the sole discretion to determine if the Work is satisfactory and in compliance with Contract Documents. The foregoing remedies are not exclusive and the COUNTY reserves the right to pursue any and all other remedies it deems applicable.

ARTICLE 18
BONDS AND INSURANCE

18.1 Payment and Performance Bonds. The CONTRACTOR shall, upon execution and return of this Agreement to the COUNTY, furnish a Public Payment Bond and a Performance Bond, and record that Bond with the Clerk of the Circuit Court's office, pursuant to Section 255.05, Florida Statutes, in at least an amount equal to the Contract Price for any Work Order valued at

$200,000.00 or greater, covering the faithful performance of this Agreement and all CONTRACTOR'S faithful performance and payment of all CONTRACTOR'S obligations under the Contract Documents. The Surety must be included in the most recent United States Department of the Treasury List of Acceptable Sureties, authorized to issue surety bonds in Florida, and which maintains a surety rating of "A-" or better. A complete copy of the fully executed Payment Bond shall be posted in a conspicuous place at the Project site. If the Surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its authorization to do business in the State of Florida is terminated or it ceases to be listed on the United States Department of Treasury List of Acceptable Sureties, or its surety rating ceases to be an "A-" or better, CONTRACTOR shall within five (5) days thereafter substitute another Payment Bond, Performance Bond, and Surety, each of which shall be in accordance with the Contract Documents and acceptable to COUNTY . An action to enforce any claim against a payment bond must be brought within one year from the last furnishing of labor, services, or materials, or as otherwise stated in Section 95.11, Florida Statutes. An action to enforce any claim against a performance bond must be brought within five years in accordance with Section 95.11, Florida Statutes, and applicable case law.

18.2 Insurance

18.2.1. Certificate of Insurance. One (1) certified true copy of the policy/policies must be furnished by CONTRACTOR to COUNTY prior to commencement of any Work Order including demolition, site work, site preparation or construction Work. The Certificate(s) of Insurance must indicate Martin County Board of County Commissioners as additional insureds on all policies. The statement "Additional Insureds" is to be listed in the Description Block of the Insurance Certificate. The indication that Martin County Board of County Commissioners is a Certificate Holder is not sufficient for this issue. The insurance certificate must indicate the Project name and all other requirements set forth in Section 18 and the sample Accord Certificate of Insurance provided.

18.2.2. General Insurance Requirements

a. CONTRACTOR and, where designated, each of its subconsultants, Professionals, and subcontractors shall obtain and maintain during the full duration of Work required under this AGREEMENT, and through any period of limitation allowed by law for actions for personal injury, bodily injury, disease, death, property damages and other losses or damages required to be insured hereunder, the following insurance coverages, in the type, amounts, terms and in conformance with the following minimum requirements.

b. All policies and endorsements shall be issued on Insurance Service Office (ISO) forms or on forms providing broader and no less restrictive coverage. Notwithstanding the foregoing, the form and content of all policies and endorsements must be acceptable to the COUNTY.

c. The policy(s) shall provide for 30 Days prior written notice to the COUNTY, by registered or certified mail, if cancellation or any change that will reduce the coverages required herein.

d. The policy(s) shall be written for the estimated construction Work, commencing with the initial demolition, Site Work and/or Site preparation and ending at the Final Completion date, and shall contain an endorsement providing for extension of the policy(s) for up to two (2) years. The Products and Completed Operations portions of the General Liability shall extend for a period of two years after the Final Acceptance of the Project by the COUNTY .

e. All liability polices required herein shall be written on an occurrence basis.

f. The policies shall name the COUNTY , its commissioners and staff as additional insureds as their interest may appear under this Agreement.

g. All insurers shall agree to waive all rights of subrogation against the COUNTY and each individual member of the Board of County Commissioners, Constitutional Officers or staff.

18.2.3. Premiums. The CONTRACTOR shall be solely responsible for payment of all premiums for insurance required under this Agreement and shall be solely responsible for the payment of all deductibles to which such policies are subject.

18.2.4. Specific Insurance Limits are as follows:

a. Workers' Compensation - The CONTRACTOR shall carry Workers' Compensation insurance on behalf of all employees who are required to provide a service under this Agreement, as required by Section 440, Florida Statutes and Employers Liability of limits no less than:

$500,000	each accident
$500,000	disease - policy limit
$500,000	each employee

b. Commercial General Liability - including but not limited to bodily injury, $2,000,000 per location aggregate covering all Work performed under this Agreement. The insurance shall include all major divisions of coverage and shall be on a comprehensive general basis including Premises and Operations (including X-C-U), COUNTY's and CONTRACTORS Protective, Products and Completed Operations.

c. Automobile Liability - including bodily injury and property damage liability for all vehicles owned, hired, leased and non-owned with limits of not less than Agreement.

d. Umbrella Liability - to include the Employers Liability, general liability and automobile in underlying policy schedule, with limits of not less than $1,000,000.

e. Hazardous Material - if the Work being performed involves hazardous materials, the need to procure appropriate insurance coverage will be addressed in a contract modification. However, if hazardous materials are identified while carrying out this Agreement, no further Work is to be performed in the area of the hazardous material until the COUNTY has been consulted as to the need to procure and maintain such coverage.

g. Property Insurance/Builders Risk (if applicable) – CONTRACTOR shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations).

This insurance shall:

1. include the interests of COUNTY, CONTRACTOR, subcontractors, Architect/Engineer, Architect/Engineer's consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by COUNTY prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Architect/Engineer;

5. allow for partial utilization of the Work by COUNTY ;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by COUNTY, CONTRACTOR, and Architect/Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

8. The COUNTY and CONTRACTOR waive all rights against each other and any of their subcontractors, agents and employees and the Architect/Engineer, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section or other property insurance applicable to Work, except as to proceeds of such insurance held by CONTRACTOR as fiduciary.

18.2.5 Waiver of Subrogation. CONTRACTOR hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents 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 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, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

ARTICLE 19
PERFORMANCE GUARANTEE AND WARRANTY

19.1 All materials and equipment incorporated into any Work Order shall be warranteed and guaranteed as new quality, and of the highest grade of quality for their intended use, and all Work shall be performed in good workmanship and shall be in accordance with all plans and specifications and industry standards. The Work shall be functionally sound, technically proficient, developed with structural integrity, shall exhibit high quality architectural principles, and shall be in compliance with all governing laws, regulations, applicable building codes, hurricane design, and applicable Florida Building Code. CONTRACTOR warrants all Work against defects for a period of one year (unless longer guarantees or warranties are provided for elsewhere in the Contract or at law in which case the longer periods of time shall prevail) from the date of Substantial Completion, regardless of whether the Work was performed by CONTRACTOR or any of its subcontractors.

19.2 CONTRACTOR shall repair or replace the defective Work and cure such defect within 48 hours of receipt of written notice. CONTRACTOR warrants such repaired or replaced Work for a period of one (1) year from the completion of the warranty work or the warranty period specified, whichever is longer. Should CONTRACTOR fail to timely cure such defects, COUNTY may proceed to performed the work at CONTRACTOR'S expense and may backcharge CONTRACTOR for all costs associated with the work.

19.3 CONTRACTOR agrees to require that all of its subcontractors, suppliers and materialmen provide warranties in their agreements at least sufficient to satisfy CONTRACTOR'S obligations in this Agreement; and CONTRACTOR shall assign all such warranties to the COUNTY as a condition precedent to the receipt of final payment. CONTRACTOR agrees to defend and indemnify COUNTY against all fees and costs should CONTRACTOR fail to obtain the warranty protections required herein.

19.4 For all equipment that has a manufacturer's warranty, the CONTRACTOR shall assign such warranty to the COUNTY. The manufacturer's warranty period shall be concurrent with the CONTRACTOR'S warranty to the COUNTY. In the event that the equipment manufacturer or supplier is unwilling to provide such a warranty, the CONTRACTOR shall obtain a 2-year equipment warranty commencing at the time of acceptance of the equipment by the COUNTY.

ARTICLE 20
SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

20.1 Documents and Samples at the Site. From and after commencement of the Construction Work, the CONTRACTOR shall maintain at the site one record copy of the Construction Documents, and any and all amendments thereto, in good order and marked to record changes and selections made during the Design Phase and Construction Phase. In addition, the CONTRACTOR shall maintain at the site approved shop drawings, product data, samples and similar required submittals. These shall be provided to COUNTY upon completion of the Work.

20.2 Shop Drawings, Product Data and Samples.

20.3 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required the way the CONTRACTOR proposes to conform the construction to the Contract Documents.

20.4 The CONTRACTOR shall review and take appropriate action upon Shop Drawings, Product Data, Samples and similar submittals. Design Criteria Professional shall review Shop Drawings, Product Data, Samples and similar submittals for compliance with the Design Criteria Documents and shall provide comments, if any, within fifteen (15) days of receiving such documents.

20.5 Responsibility. The CONTRACTOR shall not be relieved of responsibility for the deviations from requirements of the Contract Documents by COUNTY'S approval of Shop Drawings, Product Data, Samples or similar submittals unless the CONTRACTOR has specifically informed COUNTY of such deviation at the time of the submittal and COUNTY has given written approval to the specific deviation. The CONTRACTOR shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by COUNTY'S approval thereof.

ARTICLE 21
SAFETY

21.1 The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The CONTRACTOR shall take all precautions and follow all procedures for the safety of, and shall provide all protection to prevent injury to, all persons involved in any way in the Work and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of the COUNTY and Users who may be affected thereby. The CONTRACTOR shall set forth in writing its safety precautions and programs in connection with the Work and submit the same to the COUNTY for review. The COUNTY may, but shall not be obligated to, make suggestions and recommendations to the CONTRACTOR with respect thereto.

21.2 All Work, whether performed by the CONTRACTOR, its subcontractor or sub-subcontractors, or anyone directly or indirectly employed by any of them, and all equipment, appliance, machinery, materials, tools and like items incorporated or used in the Work, shall be in compliance with, and conform to:

1. all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other authority relating to the safety of persons and their protection against injury, specifically including, but in no event limited to, the Federal Occupational Safety and Health Act of 1970 and the Trench Safety Act, as amended and all state, Martin County and, where the Project is located in a municipality, municipal, rules and regulations now or hereinafter in effect; and

2. all codes, rules, regulations and requirements of the COUNTY and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall

govern.

21.3 Should the CONTRACTOR fail to provide a safe area for the performance of the Work or any portion thereof, the COUNTY shall have the right, but not the obligation, to suspend Work in the unsafe area. All costs of any nature resulting from the suspension, by whomsoever incurred, shall be borne by the CONTRACTOR.

21.4 The CONTRACTOR shall provide, or cause to be provided, to each worker on the Work site the proper safety equipment for the duties being performed by that worker and will not permit any worker on the Work site who fails or refuses to use the same. The COUNTY shall have the right, but not the obligation, to order the CONTRACTOR to send a worker home for the day or to discharge a worker for his or her failure to comply with safe practices, with which order the CONTRACTOR shall promptly comply.

21.5 Emergencies. In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the COUNTY, is obligated to act, at its discretion, to prevent threatened damage, injury or loss. If the CONTRACTOR believes that additional Work done by it in an emergency which arose from causes beyond its control entitles it to an increase in the Contract Price or an extension of the Contract Time, it may make a claim therefore as provided in the Contract Documents.

ARTICLE 22
PROTECTION OF WORK AND PROPERTY

22.1 CONTRACTOR shall, throughout the performance of the Contract, maintain adequate and continuous protection of all completed Work and temporary facilities against loss or damage from whatever cause, shall protect the property of the COUNTY and third parties from loss or damage from whatever cause arising out of the performance of the Contract and shall comply with the requirements of the COUNTY and its insurance carriers and with all applicable laws, codes, rules and regulations with respect to the prevention of loss or damage to the property. COUNTY, its insurance carriers, or representatives may, but shall not be required to, make periodic patrols of the Work site as a part of its normal safety, loss control and security programs. In such event, however, the CONTRACTOR shall not be relieved of its aforesaid responsibilities and the COUNTY shall not assume, nor shall it be deemed to have assumed, any responsibility otherwise imposed upon the CONTRACTOR by this Contract.

22.2 Before the CONTRACTOR disposes of any existing improvements or equipment which are to be removed as a portion of the Work, and for which disposition is not specifically provided for elsewhere in the Contract Documents, CONTRACTOR shall contact the COUNTY and determine if the removal items are to be salvaged. Items to be salvaged by the COUNTY shall be neatly stockpiled or stored in a neat and acceptable manner at the construction site easily accessible to the COUNTY. Equipment and materials which will not be salvaged by the COUNTY shall become the property of the CONTRACTOR to be removed from the site and disposed of in an acceptable manner. To the extent CONTRACTOR intends to temporarily store materials at a site near or adjacent to the Project site prior to ultimate removal or disposal, CONTRACTOR must first obtain written authorization from the COUNTY, as well as, the property owner.

22.3 Preservation of Trees. Those trees which are designated on the Drawings for preservation shall be carefully protected from damage. The CONTRACTOR shall erect and maintain such protections such as barricades, guards, and enclosures as is necessary for the protection of the trees during all construction operations. CONTRACTOR shall replace any and all trees damaged during construction activities (other than trees specified to be removed) at no expense to the COUNTY.

22.4 Preservation of Private Property. The CONTRACTOR shall exercise extreme care to avoid unnecessary disturbance of private property as applicable. Trees, shrubbery, gardens, lawn and other landscaping that must be removed shall be replaced and replanted to restore the construction easement to the condition existing prior to construction. All soil preparation procedures and replanting operations shall be under the supervision of a nurseryman experienced in such operations. Any vegetation requiring relocation, temporary or otherwise, which is damaged or destroyed, shall be replaced at no cost to the COUNTY. CONTRACTOR shall replace any and all such vegetation damaged during construction activities (other than vegetation specified to be removed) at no expense to the COUNTY.

22.5 Until final acceptance of the Work by the COUNTY pursuant to this Contract, the CONTRACTOR shall have full and complete charge and care of and, except as otherwise provided in this subparagraph, shall bear all risk of loss of, and injury or damage to, the Work or any portion thereof (specifically including COUNTY -furnished supplies, equipment or other items to be utilized in connection with, or incorporated in, the Work) from any cause whatsoever.

22.6 Manholes, fire alarms, etc., shall not be obstructed by CONTRACTOR. CONTRACTOR is to make no connections to or operate valves on water mains or otherwise interfere with the operation of the water system, without first giving written approval from the appropriate governmental entity.

ARTICLE 23
UTILITY COORDINATION

23.1 The CONTRACTOR shall be responsible for making all necessary arrangements with governmental departments, public utilities, public carriers, service companies and corporations owning or controlling roadways, railways, water, sewer, gas, electrical, cable television, telephone, and telegraph facilities such as pavements, tracks, piping, wires, cables, conduits, poles, guys, etc., including incidental structures connected therewith, that are encountered in the Work in order that such items may be properly shored, supported and protected, or the CONTRACTOR shall be solely responsible for coordinating their relocation. The CONTRACTOR shall give all proper notices, shall comply with requirements of such parties in the performance of its Work, shall permit entrance of such parties on the Work site in order that they may perform their necessary Work, and shall pay all charges and fees made by such parties for this Work. The CONTRACTOR'S attention is called to the fact that there may be delays on the Project due to Work to be done by governmental departments, public utilities, and others in repairing or moving poles, conduits, etc. The CONTRACTOR shall cooperate with the above parties, in every way possible, so that the construction can be completed in the least possible time.

23.2 At all points where the Work constructed by CONTRACTOR connects to existing utilities and services, the actual Work of making the necessary connection to the existing service or utility shall be arranged for by CONTRACTOR at no expense to COUNTY (unless specifically indicated otherwise). Services and utilities included within (but not limited to) this responsibility are roads, ditches, electrical, sewer, mechanical utilities, water, fencing, etc. Connections shall be made at a time that will result in the least possible interference with existing services.

ARTICLE 24
HAZARDOUS MATERIALS

CONTRACTOR shall obtain all required Federal, State and local permits and licenses and shall be responsible for the safe and proper handling, transporting, storage and use of any explosive or hazardous materials brought onto or encountered within the site, and at its expense, make good any damage caused by its handling, transporting, storage and use. The CONTRACTOR will notify the COUNTY immediately if explosive or hazardous materials are encountered on the Project site. Transporting explosive or hazardous materials onto the site will require prior written approval from the COUNTY. CONTRACTOR shall maintain and post as necessary Material Hazard Data Sheets for all applicable Hazardous Materials used in the course of its work. In the event that hazardous material is improperly handled or stored by the CONTRACTOR, its subcontractors, any sub-subcontractors, or any employee or agent of any of the aforementioned which results in contamination of the site, CONTRACTOR shall immediately notify the COUNTY and the appropriate governmental authority and shall take whatever action is necessary or desirable to remediate the contamination at the CONTRACTOR'S sole cost and expense.

ARTICLE 25
AUDIT

The CONTRACTOR agrees that the COUNTY, or any of its duly authorized representatives shall have access to and the right to examine any and all books, documents, papers, and records of the CONTRACTOR, and may at its option conduct an audit of the CONTRACTOR'S financial books and records concerning this Project. The CONTRACTOR agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto which are found on the basis of audit examination to constitute non-allowable costs under this Agreement. The CONTRACTOR shall promptly refund by check payable to the COUNTY the amount of such reduction of payments. All required records shall be maintained until the later of an audit is completed and all questions arising therefore are resolved, or six (6) years after completion of the Work and issuance of the final completion certificate.

ARTICLE 26
PUBLIC RECORDS

The CONTRACTOR shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law) in connection with this Agreement and shall provide access to public records in accordance with Section 119.0701, Florida Statutes.

ARTICLE 27
ASSIGNMENT

27.1 CONTRACTOR shall not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same or any part thereof, or allow legal action to be brought in its name for the benefit of others, without previous written consent of the COUNTY and SURETIES.

27.2 If for any reason the COUNTY terminates its agreement with the CONTRACTOR, the CONTRACTOR hereby assigns this Agreement to the COUNTY. CONTRACTOR shall include in each of its subcontracts language that requires its Subcontractors to agree to such assignment and to perform their responsibilities and to fully complete the work required by this Contract directly for the COUNTY.

ARTICLE 28
ATTORNEY'S FEES AND COSTS

28.1 In the event the CONTRACTOR defaults in the performance of any of the terms, covenants and conditions of this Agreement, the CONTRACTOR agrees to pay all damages and costs incurred by the COUNTY in the enforcement of this Agreement, including reasonable attorney's fees, expert fees, court costs and all expenses, even if not taxable as court costs, including, at the State Court, Appellate Court and in Bankruptcy Proceedings.

28.2 In cases other than outlined in Section 28.1, the parties expressly agree that each party will bear its own attorney's fees incurred in connection with this Agreement.

ARTICLE 29
NOTICES

All notices under this Agreement shall be in writing and shall be (as elected by the person giving such notice) mailed solely by Certified Mail, Return Receipt Requested, Hand Delivery with Proof of Service, or by Overnight Courier to the COUNTY and CONTRACTOR at the addresses listed on page one of this Agreement. Either party may change its address, for the purposes of this Section, by 30 day prior written notice to the other party given in accordance with the provisions of this Section.

ARTICLE 30
RESOLUTION OF CLAIMS AND DISPUTES

30.1 Mediation. As a condition precedent to the filing any legal proceedings, the parties shall endeavor to resolve claim disputes or other matters in question by mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The party shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the COUNTY shall select the mediator, who, if selected solely by the COUNTY, shall be a mediator certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by each party to the mediator

30.2 Non-jury trial. The parties expressly and specifically hereby waive the right to a jury trial as to any issue in any way connected with this Agreement.

30.3 The parties expressly and specifically hereby waive all tort claims and limit their remedies to breach of contract as to any issue in any way connected with this Agreement.

ARTICLE 31
MISCELLANEOUS

31.1 Taxes. The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The CONTRACTOR shall not be exempt from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONTRACTOR authorized to use the COUNTY'S Tax Exemption Number in securing such materials. The CONTRACTOR shall be responsible for payment of all federal, state, and local taxes and fees applicable to the Work and same shall be included in the Contract Price.

31.2 Pledge of Credit. The CONTRACTOR shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any Agreement, debt, obligation, judgment, lien or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of the Agreement.

31.3 Remedies and Choice of Law. This Contract is to be governed by the law of the state in which the Project is located. Venue for any lawsuit to enforce the terms and obligations of this Contract shall lie exclusively in Martin County, Florida.

31.4 Entirety of Agreement. All prior and contemporaneous negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein are merged into this Agreement. No modification, amendment or alteration of this Agreement may be made unless made in writing pursuant to the terms of this Agreement.

31.5 Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, then the remaining provisions survive and are fully binding and enforceable.

IN WITNESS WHEREOF, the COUNTY and the CONTRACTOR have executed this Agreement as of the date first above written.

REVIEWED BY

John Polley
Utilities & Solid Waste Director

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

Roger Batty 9-21-15
Taryn Kryzda
County Administrator

TLC DIVERSIFIED

Dalas Lamberson
Vice President Operations

NOTARY FOR THE CONTRACTOR

State of Florida
County of Manatee

The foregoing instrument was acknowledged before me this 1st day of September, 2015, by Dalas Lamberson, to me known to be the person who signed the foregoing instrument or produced _____ as identification.

WITNESS my hand and official seal this 1st day of September, 2015.

Notary Public

LAURIE ELLEN LABANOWITZ
MY COMMISSION # EE169093
EXPIRES February 13, 2016
(407) 398-0153 FloridaNotaryService.com

EXHIBIT A
SAMPLE WORK ORDER

RFB
ENTER CONTRACT NAME HERE (I.E. GENERAL CONTRACTING SERVICES)
WORK ORDER NO._____

Pursuant to that certain Contract ("**Contract**") between Martin County ("**County**") and _____ ("**Contractor**") dated _____, **Contractor** hereby agrees to provide the services specified on Exhibit "A", under the terms and conditions and at a cost of $_____ all as more specifically described in Exhibit "A", attached hereto and incorporated by this reference. The terms of the **Contract** shall be deemed to be incorporated in each individual Work Order as if fully set forth herein.

Substantial Completion Time:	_____ calendar days
Final Completion Time:	_____ calendar days
Liquidated Damages:	_____ per day

IN WITNESS WHEREOF, the **County** and the **Contractor** have executed this Work Order effective this _____ day of_____ 20__.

CONTRACTOR COMPANY NAME	BOARD OF COUNTY COMMISSIONERS MARTIN COUNTY, FLORIDA
_____	_____
Name & Title	Department Director Name/Title

A Payment & Performance Bond for all jobs over $200,000 is required to be recorded with the Martin County Clerk of the Circuit Court before commencement of work per F.S. 255.05

EXHIBIT B

RFB#2015-2813
WATER & WASTEWATER PLANT CONSTRUCTION

Description	Unit	Cost
Project Superintendent	HR	100.00
Project Manager	HR	139.00
Forman	HR	75.00
General Laborer (1 man crew)	HR	41.00
General Laborers (2 man crew)	HR	82.00
General Laborers (3 man crew)	HR	123.00
Electrical Control Programmer	HR	125.00
Electrician	HR	55.00
Mason	HR	35.00
Mechanic	HR	47.00
Heavy Equipment Operator	HR	47.00
Administrative/Clerical	HR	25.00
Material Markup	%	10%

INSTRUCTIONS

Submit one original and one copy of all required bid forms.

Bids must be received no later than the date and time stated in the Advertisement. Bids received after that time & date will not be considered.

BID SIGNATURE SECTION

This form must be returned with bid. Bids in any other format will not be accepted.

TLC Diversified, Inc.	561-478-2025
Company Name	Telephone
Dalas Lamberson	561-478-7159
Authorized Contract Signature Name	Fax
Vice President Operations	59-2513308
Title	Federal Employer ID#
2719 17th Street E	dlamberson@tlcdiv.com
Street Address	E-mail Address
Palmetto, FL 34221	X
City, State, Zip	Authorized Signature

AGREEMENT BETWEEN COUNTY AND CONTRACTOR FOR CONSTRUCTION SERVICES

THIS AGREEMENT, effective this 1st day of September in the year, 2015, between:

MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida, (hereinafter COUNTY), located at 2401 S.E. Monterey Road, Stuart, FL 34996

AND the CONTRACTOR: (hereinafter CONTRACTOR)	Wharton-Smith, Inc. 750 Monroe Road Sanford, FL 32771
Contract Name:	Water & Wastewater Treatment Plant Construction
Contract Number:	RFB2015-2813
Total Contract Value:	$5,000,000.00 (to all vendors combined over 5 years)
Contract Term:	Three (3) years plus two optional 1-year renewals

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ARTICLE 1
DEFINITIONS

1.1 *Defined Terms*

A. Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

1. *Actual Costs.*
   a. costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
   b. cost of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
   c. rental cost of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
   d. costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work;
   e. additional cost of field supervision and field office personnel directly attributable to the charge, exclusive of the cost of estimating, contract administration, and purchasing.

2. *Addenda.* Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the Contract Documents.

3. *Agreement.* The written instrument which is evidence of the agreement between COUNTY and CONTRACTOR covering the Work. Also referred to as "Contract".

4. *Bonds.* Performance bond and payment bond and other instruments of security, furnished by the CONTRACTOR and its surety in accordance with the Contract Documents and in accordance with the law of Florida.

5. *Change Order.* A written document which is signed by CONTRACTOR and COUNTY 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.

6. *Claim.* A demand or assertion by COUNTY or CONTRACTOR seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

7. *Contract Documents.* The Contract Documents establish the rights and obligations of the parties and include the following: Agreement (including Exhibits), Work Order, entire bid package including Advertisement, all Addenda and Instructions to Bidders, CONTRACTOR'S completed Bid Form package, Notice of Award, Notice to Proceed, drawings, specifications, plans, data, studies, surveys, calculations, permit applications, estimates, photographs, reports, approved submittals, and other documents prepared by, through, or under CONTRACTOR that fix, depict and/or describe the size, quality and character of the Project, the Bonds, these General

Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and Architect/Engineer's written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

8. *Contract Price.* The moneys paid to CONTRACTOR under Contract Documents.

9. *Contract Time.* The number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by Architect/Engineer's written recommendation of final payment.

10. *CONTRACTOR.* The individual or entity with whom COUNTY has entered into the Agreement.".

11. *Drawings.* That part of the Contract Documents prepared or approved by an Architect or Engineer which graphically shows the scope, extent, and character of the Work to be performed by CONTRACTOR. Shop Drawings and other CONTRACTOR submittals are not Drawings as so defined.

12. *Effective Date of the Agreement.* The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

13. *Field Order.* A written order issued by Architect/Engineer's or COUNTY which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

14. *Final Completion or Final Acceptance.* The completion of all Work called for under the Contract Documents, including, but not limited to, satisfactory operation of all equipment (other than COUNTY supplied equipment or facilities or those installed by separate CONTRACTORS); correction of all punch list items to the satisfaction of COUNTY , payment of all trade CONTRACTORS, subcontractors, and materialmen; settlement of all claims, if any; payment and release of all mechanic's, materialmen's, and similar liens; delivery of all guarantees, equipment operation and maintenance manuals, as-built drawings, building certificates, electrical certificates, mechanical certificates, plumbing certificates, and all other required approvals and acceptances by any municipality within Martin County, Martin County itself, the State of Florida or other authorities or agencies having jurisdiction; and removal of all rubbish, tools, scaffolding, and surplus materials and equipment from the Work site.

15. *Notice to Proceed.* A written notice given by COUNTY to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform the Work under the Contract Documents.

16. *Public Record.* All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in

connection with the transaction of official business between the COUNTY and the CONTRACTOR.

17. *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.

18. *Shop Drawings.* All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.

19. *Specifications.* That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

20. *Substantial Completion.* The stage in construction when the Work can be utilized for the purposes for which it was intended, as well as the satisfaction of the following requirements: (1) the items that affect operational integrity and function of the Project must be capable of continuous use; (2) all permits and other regulatory requirements must be satisfied; and (3) a Certificate of Occupancy must be issued where one is required. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

21. *Surety.* The corporate body that is responsible for the CONTRACTOR in connection with the Work as set forth in the Bonds and that is included in the most recent United States Department of the Treasury List of Acceptable Sureties and authorized to issue surety bonds in Florida, and which maintains a surety rating of "A-" or better or equivalent rating by a nationally recognized rating agency.

22. *Underground Facilities.* All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

23. *Work.* Services as defined in each individual Work Order to be paid for on the basis of R.S. Means unit prices with discount indicated in CONTRACTOR's bid.

23. *Work Order.* A formal document that is dated, serially numbered, and executed by both the COUNTY and the CONTRACTOR in response to COUNTY's request for proposal, by which COUNTY accepts CONTRACTOR's proposal for specific Services and CONTRACTOR indicates a willingness to perform such specific Services under the terms and conditions specified in this AGREEMENT.

ARTICLE 2
WORK/PRELIMINARY REQUIREMENTS

2.1 Work. CONTRACTOR agrees to furnish and complete all authorized and approved

work, materials, supplies, tools, furnishings, fixtures, labor, services, equipment, construction management and contract administration services for site development, permitting, regulatory matters, testing, environmental mitigation, traffic, landscaping, accounting, coordination, and construction of the Project..

2.2 Commencement of Work and Notices to Proceed. The Date of Commencement of all Work shall be the date indicated in the Notice to Proceed and/or Work Order. Notice to Proceed as to each Work Order shall be issued by the Project Manager after the CONTRACTOR has delivered to the COUNTY the executed Work Order, the Bonds and Insurance Certificates in accordance with the Work Order and AGREEMENT, and the Board has approved this AGREEMENT. No Work shall be performed by the CONTRACTOR or its Professionals, subconsultants, or subcontractors, and no irrevocable commitments to vendors shall be made prior to the Date of Commencement, at which time, CONTRACTOR may commence to perform Work.

2.3 Nothing contained in any Work Order shall conflict with the terms of this AGREEMENT, and the terms of this AGREEMENT shall be deemed to be incorporated in each individual Work Order as if fully set forth therein. A Work Order shall contain the following:

a. A description of the specific Services to be performed, a schedule and amount of compensation to be paid with sufficient detail so as to identify all of the various elements of costs such as, labor rates by classification, hours for each classification, extended price, subcontracted labor (also broken out), material, other direct costs, overhead rate, indirect rate, and profit/fee. The sufficiency of such budget detail is subject to the approval of the COUNTY; and

b. Any other additional instructions or provisions relating to the specific Services authorized pursuant to each Work Order that do not conflict with the terms of this Agreement.

2.4 Preconstruction Conference(s). If required by the specific services outlined in the Work Order, the CONTRACTOR shall meet with the COUNTY for review and acceptance of the CONTRACTOR'S initial submittals, CPM Schedule, Final Schedule of Values, personnel and Subcontractor list, to review mobilization requirements, to establish procedures for handling shop drawings and other Submittals and Applications for Payment, and to establish a working understanding among the parties as to the Work.

2.5 Assumption of Risks. CONTRACTOR shall become familiar with and prepare for the normal weather conditions existing in Martin County, Florida. Normal weather conditions are expected to impact the Work in numerous ways, including but not limited to, delays during and after periods of rainfall, temporary flooding and ponding, wet ground, high winds and debris. CONTRACTOR'S Contract Price and Project Schedule, and any subsequent approved revisions thereto, shall sufficiently anticipate and include normal weather Days as reflected by 10-year average of historical records produced by the National Weather Service. Additionally, the CONTRACTOR assumes the risk for all costs associated with concealed Site conditions which are foreseeable through the exercise of due diligence. Again, it shall be the obligation of CONTRACTOR to fully investigate the Site and provide sufficient contingency amounts for conditions which are foreseeable.

ARTICLE 3
CONTRACT PRICE

The OWNER shall pay the CONTRACTOR for the performance of Work outlined in each individual Work Order issued in accordance with the Contract Documents, the fixed Contract Price outlined in each individual Work Order, based on the unit costs in the Bid. The obligations of the OWNER under this Agreement are subject to the availability of funds lawfully appropriated for the Project by the Board of County Commissioners of Martin County.

ARTICLE 4
CONTRACTOR RESPONSIBILITIES

4.1 General Responsibilities

1. CONTRACTOR represents that it has familiarized itself with, and assumes full responsibility for having familiarized itself with, the nature and extent of the Contract Documents, specifications set forth in each Work Order, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that may in any manner affect performance of the Work, and represents that it has correlated its study and observations with the requirements of the Contract Documents. CONTRACTOR also represents that it has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the Specifications and made such additional surveys and investigations as it deems necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents and that it has correlated the results of all such data with the requirements of the Contract Documents.

2. The CONTRACTOR shall give all notices and comply with all municipal, local, state and federal laws, ordinances, codes, rules, licenses, and regulations applicable to the Work. If the CONTRACTOR observes that any of the AGREEMENT is contradictory to such laws, rules, and regulations, it shall notify the Project Manager promptly in writing. If the CONTRACTOR performs any Work that it knows or should have known to be contrary to such laws, ordinances, rules, and regulations, it shall bear all related costs.

3. CONTRACTOR understands and acknowledges that all documents and materials provided with the RFP and any addenda, are general and preliminary, and that CONTRACTOR shall not rely on the accuracy or completeness thereof. CONTRACTOR acknowledges that its duties hereunder shall not be excused or discharged in any respect based on the incompleteness or inaccuracy of any such documents or materials.

4. CONTRACTOR shall be responsible to the COUNTY for acts and omissions of CONTRACTOR and CONTRACTOR'S agents, employees, Professionals, subconsultants, subcontractors, and all other parties performing Work by, through and under CONTRACTOR.

5. CONTRACTOR shall be responsible for the management, coordination and supervision of all design, permitting, and construction means, methods, techniques, sequences and procedures for completion of the Work.

6. The CONTRACTOR agrees to bind specifically every Professional, subconsultant and subcontractor to the applicable terms and conditions of the AGREEMENT, for the benefit of

the COUNTY.

7. CONTRACTOR represents that it is fully experienced and properly qualified to perform the Work under the Contract Documents and that it is properly licensed, equipped, organized and financed to perform such Work.

8. CONTRACTOR shall act as an independent CONTRACTOR and not as the agent of COUNTY. The CONTRACTOR shall supervise and direct the Work and shall be solely responsible for the means, methods, techniques, sequences and procedures of construction subject to compliance with the Contract Documents.

9. The CONTRACTOR shall employ and maintain a full time on-site an Authorized Representative who shall have been designated in writing by the CONTRACTOR and pre-approved by the COUNTY, dedicated to each Work Order full time, shall have full authority to act on behalf of the CONTRACTOR, and all communications given to the Authorized Representative shall be as binding as if given to the CONTRACTOR. Copies of written communications given to the CONTRACTOR'S Authorized Representative shall be mailed to the address set forth in the Contract for notices. Nothing contained herein shall be construed as modifying the CONTRACTOR'S duty of supervision and fiscal management as provided by Florida law. The COUNTY shall have the right to direct removal of any Authorized Representative of the CONTRACTOR assigned to the Project. Any change in the Authorized Representative of CONTRACTOR assigned to the Project shall be subject to the COUNTY'S prior approval.

10. The CONTRACTOR shall not employ any subcontractor or consultant against whom the COUNTY may have reasonable objection.

11. The CONTRACTOR represents to the COUNTY that the CONTRACTOR (and its officers, directors, partners or shareholders who holds ten (10%) percent or more of the outstanding stock of the CONTRACTOR), does not have any financial interest in or with (i.e. is not an officer, director, partner or ten percent plus shareholder) any person, entity, subcontractor, consultant, design professional, materialman, supplier, or any other subcontractor performing any Work or the Project. CONTRACTOR agrees to obtain prior written consent from the COUNTY before entering into any Contract on this Project in which it has a common financial interest.

12. The CONTRACTOR shall keep one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings on-site in good order and annotated to show all changes made during the construction process. Final acceptance of the Work will be withheld until all such modifications have been properly inserted electronically into the design documents (thus creating "As-Built Documents") and provided to the COUNTY, and the COUNTY approves those As-Built Documents.

13. The CONTRACTOR shall, at its expense, attend any and all meetings called by COUNTY to discuss the Work under the Contract.

14. CONTRACTOR shall deliver to the COUNTY both prior to commencing each Work Orderand also at the completion of the Project and before receipt of Final Payment, a DVD

video of the Project showing the site before Work is commenced, the site as it progresses on a monthly basis, and after Work has been completed for any vertical construction project valued over $200,000.00. CONTRACTOR shall identify on the DVD the station numbers as those areas of the Project are taped, as well as the date recorded. The cost of the recording is included in the bid submitted by the CONTRACTOR.

15. CONTRACTOR shall not establish and shall not allow its employees to engage in any commercial activities on the site of any Work Order.

16. The CONTRACTOR shall, at its expense, arrange for, develop and maintain all utilities in Work areas to meet the requirements of the Contract. Such utilities shall be furnished by CONTRACTOR at no additional cost to the COUNTY, and shall include, but not be limited to, the following: telephone service for the CONTRACTOR'S use; construction power as required at each point of construction; and water as required throughout the construction. Prior to final acceptance of the Work the CONTRACTOR shall, at its expense, satisfactorily remove and dispose of all temporary utilities developed to meet the requirements of the Contract. The COUNTY will assume the utility costs directly related to its usage of areas in which it has taken Beneficial Occupancy.

17. Maintenance of Traffic. The CONTRACTOR shall be responsible for the proper maintenance, control, and detour of traffic in the area of construction, during the course of construction. All traffic control and maintenance procedures shall be in accordance with the requirements of either the Florida Department of Transportation, Martin County, or the local municipality, within their respective area of jurisdiction. It shall be the CONTRACTOR'S responsibility, as Bidder, prior to submitting its Bid, to determine the requirements of these agencies so that its Proposal reflects all costs to be incurred. No claims for additional payment will be considered for costs incurred in the proper maintenance, control, detour and protection. The CONTRACTOR shall notify all such agencies and the COUNTY 48 hours in advance of any traffic detour.

18 The CONTRACTOR is responsible for adequate drainage at all times. Existing functioning storm sewers, gutters, ditches, and other run-off facilities shall not be obstructed.

19. Fire hydrant on or adjacent to the highway shall be kept accessible and no obstruction shall be placed within fifteen feet (15') of any hydrant.

20. Heavy Equipment shall not be operated close enough to pipe headwalls or other structures to cause their displacement.

21. Where the COUNTY determines it to be necessary for maintaining the security of livestock or adjacent property or for protection of pedestrians, the CONTRACTOR shall erect and operate under temporary security fencing. Permanent fencing shall be addressed as required by the Plans and Specifications.

ARTICLE 5
PAYMENT

5.1 Schedule of Values. The CONTRACTOR's Unit Price Proposal for each Work Order shall serve as the schedule of values for basis for progress payments and will be incorporated into a form of Application for Payment acceptable to the COUNTY. Progress payments on account of Work will be based on the number of units completed.

5.2 Progress Payments

A. Applications for Payments

1. All payments made to the CONTRACTOR, whether Partial or Final, shall be strictly in accordance with Section 218.70, Florida Statutes, addressing payment, retainage and punchlist procedures for the performance of public works projects to which the Project applies. CONTRACTOR is required to include Section 218.70, Florida Statutes, in all Subcontractor and vendor agreements. At least 25 business days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to COUNTY for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. Such supporting documents shall include but not be limited to releases from all parties who have served Notices to CONTRACTOR for the Project, a current release from CONTRACTOR releasing all claims, other than those previously submitted pursuant to Article 10 herein, through the date of the Application for Payment; and a monthly dated CPM schedule for Projects valued over $200,000.00. Submission of this supporting documentation shall be a condition precedent to the CONTRACTOR'S entitlement to receive payment. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that COUNTY has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect COUNTY'S interest therein, all of which must be satisfactory to COUNTY.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied on account to discharge CONTRACTOR'S legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be 10% of the Contract Price for all projects valued at $200,000.00 or more, or as otherwise stipulated in the Work Order. Retainage will not be held for projects valued under $200,000.00. After 50% completion of the construction, the amount of retainage withheld from each subsequent progress payment shall be five (5%) percent. "Fifty Percent Completion" of the Work is defined as that point in time where 50% of the overall value of the Work items incorporated and which will remain in place subsequent to final completion of the Work have been completed, based upon the schedule of values contained in the Contract. As such, and by way of example, the value of

CONTRACTORS mobilization, general conditions, supervision or like items which do not involve permanent incorporation of Work do not apply to the determination of "Fifty Percent Completion" of the Work for purposes of establishing entitlement to a reduction of retainage.

B. Review of Applications

1. COUNTY will, within 10 business days after the date on which the Application for Payment is stamped as received by the COUNTY, either process the payment or return the Application to CONTRACTOR indicating in writing COUNTY'S reasons for refusing to recommend payment. COUNTY may reject the payment request or invoice within 20 business days after the date on which the payment request or invoice is stamped as received by the COUNTY. The rejection must be in writing and must specify the deficiency in the payment request or invoice and the action necessary to make the payment request or invoice proper. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. The corrected payment requests or invoices must be paid or rejected on the later of:

a. Ten (10) business days after the date the corrected payment request or invoice is stamped as received; or

b. If the governing body is required by ordinance, charter or other law to approve or reject the corrected payment request, the first business day after the next regularly scheduled meeting of the COUNTY held after the corrected payment request is stamped as received.

2. COUNTY and/or Architect/Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to COUNTY, based on COUNTY and/or Architect/Engineer's observations on the Site of the executed Work as an experienced and qualified professional and on COUNTY and/or ENGINEER'S review of the Application for Payment and the accompanying data and schedules, that to the best of COUNTY and/or Architect/Engineer's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to CONTRACTOR'S being entitled to such payment appear to have been fulfilled in so far as it is Architect/Engineer's responsibility to observe the Work.

3. By recommending any such payment Architect/Engineer will not thereby be deemed to have represented that: (i) inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Architect/Engineer in the Contract Documents; or (ii) that there may not be other matters

or issues between the parties that might entitle CONTRACTOR to be paid additionally by COUNTY or entitle COUNTY to withhold payment to CONTRACTOR.

4. Neither COUNTY and/or Architect/Engineer's review of CONTRACTOR'S Work for the purposes of recommending payments nor Architect/Engineer's recommendation of any payment, including final payment, will impose responsibility on Architect/Engineer to supervise, direct, or control the Work or for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for CONTRACTOR'S failure to comply with Laws and Regulations applicable to CONTRACTOR'S performance of the Work. Additionally, said review or recommendation will not impose responsibility on Architect/Engineer to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to COUNTY free and clear of any Liens.

5. Architect/Engineer may refuse to recommend the whole or any part of any payment if, in Architect/Engineer's opinion, it would be incorrect to make the representations to COUNTY. Architect/Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Architect/Engineer's opinion to protect COUNTY from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Written Amendment or Change Orders;

c. COUNTY has been required to correct defective Work or complete Work; or

C. Payment Becomes Due

1. If approved, payment is due twenty-five business days after the payment request or invoice is stamped as received by County, Payment on a corrected payment requests, must be paid or rejected on the later of:

a. Ten (10) business days after the date the corrected payment request or invoice is stamped as received; or

b. If the governing body is required by ordinance, charter or other law to approve or reject the corrected payment request, the first business day after the next regularly scheduled meeting of the COUNTY held after the corrected payment request is stamped as received.

D. Reduction in Payment

1. COUNTY may refuse to make payment of the full amount recommended by Architect/Engineer because:

a. claims have been made against COUNTY on account of CONTRACTOR'S performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to COUNTY to secure the satisfaction and discharge of such Liens;

c. there are other items entitling COUNTY to a set-off against the amount recommended.

d. if the Work is defective, or completed Work has been damaged requiring correction or replacement;

2. if the Work for which payment is requested cannot be verified;

3. because of the failure of CONTRACTOR to make proper payments to Subcontractor for labor, materials or equipment in connection with the Work;

4 if the Contract Price has been reduced because of Modifications or there is reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;

5. if the COUNTY has been required to correct defective Work or complete the Work in accordance with the Contract Documents;

6. because of the CONTRACTOR'S failure to carry out the Work in accordance with the Contract Documents, or otherwise unsatisfactory prosecution of the Work;

7. because of any other breach of, default under or violation of, or failure to comply with, the provisions of the Contract Documents.

8. If COUNTY refuses to make payment of the full amount recommended by Architect/Engineer, COUNTY must give CONTRACTOR written notice (with a copy to Architect/Engineer) within 10 business days stating the reasons for such action and promptly pay CONTRACTOR any amount remaining after deduction of the amount so withheld. COUNTY shall promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by COUNTY and CONTRACTOR, when CONTRACTOR corrects to COUNTY'S satisfaction the reasons for such action.

5.3 CONTRACTOR'S Warranty of Title. The CONTRACTOR warrants and guarantees that title to all Work covered by an Application for Payment, whether incorporated in the Work or not, shall pass to the COUNTY prior to the making of the Application for Payment, free and clear of all liens, claims, security interests, purchase money security interest, chattel paper or encumbrances of any nature whatsoever ("Liens").

5.4 The CONTRACTOR shall promptly pay all Subcontractors, laborers, materialmen, and suppliers upon receipt of payment from the COUNTY, out of the amount paid to the CONTRACTOR on account of such person's portion of the Work, the amount to which such person is entitled, reflecting percentages actually retained from payments to the CONTRACTOR

on account of such person's portion of the Work. The CONTRACTOR shall, by appropriate agreement with each Subcontractor or other person, require each subcontractor or other person to make payments to Sub-subcontractors in similar manner.

5.5 A Certificate of Payment, a progress payment, or partial or entire use of the Project by the COUNTY shall not constitute acceptance of Work not in accordance with the Contract Documents.

5.6 In accordance with the provisions of Section 255.05, Florida Statutes, where the CONTRACTOR requires a waiver from laborers, materialmen, subcontractors, or sub-subcontractors (as each such term is defined by Section 713.01, Florida Statutes) of the right to make a claim against the Payment Bond in exchange for, or to induce payment of, a progress payment or a final payment; such waivers shall comply with the form set forth in 255.05, Florida Statutes as amended from time to time.

5.7 If one or more "Notice of Non-Payment" is received by the COUNTY, no further payments will be approved until non-payment(s) have been satisfied and a "Release of Claim" for each "Notice" has been submitted to the COUNTY. Upon request, CONTRACTOR shall furnish acceptable evidence that all such claims or liens have been satisfied. If CONTRACTOR fails to satisfy the nonpayment, COUNTY may make payment and back charge CONTRACTOR for any and all costs associated with such payment.

5.8 Progress. If at any time during the progress of Work, CONTRACTOR'S actual progress is inadequate to meet the requirements of the Contract, COUNTY may, but is not required to, notify CONTRACTOR to implement some or all of the following remedial actions at the sole cost and expense of CONTRACTOR:

1. Increase construction manpower in such quantities and crafts as necessary to eliminate the schedule progress deficiency;

2. Increase the number of working hours per shift, shifts per working day, working days per week, the amount of construction equipment, or any combination of the foregoing to eliminate the schedule progress deficiency;

3. Reschedule the Work in conformance with the specification requirements.

5.9 Neither such notice by COUNTY nor COUNTY'S failure to issue such notice shall relieve CONTRACTOR of its obligation to achieve the quality of Work and rate of progress required by the Contract.

ARTICLE 6
TIME OF PERFORMANCE

6.1 Time is of the essence for each Work Order issued under this Agreement.

6.1.1 Substantial Completion

The following items, as applicable, shall be completed prior to an inspection for Substantial

Completion:

1. All general construction completed and the project components shall be clean, and all systems fully functional.

2. All mechanical and electrical Work substantially complete, fixtures in place, connected, cleaned and usable.

3. All electrical circuits shall be scheduled in panels, and all panels and disconnect switches properly labeled.

4. All painting shall be completed; all signs installed.

5. All floors, glass and metal Work shall be cleaned.

6. All finish hardware shall be installed, and all doors shall be in good Working order.

7. Project site shall be cleared of the CONTRACTOR'S excess equipment, temporary facilities, trailers, and/or building supplies. All temporary construction shall be removed, and all Sitework completed.

8. All operations and maintenance manuals for all equipment shall have been submitted.

9. Manufacturers certifications and warranties shall be delivered to COUNTY.

10. All operations and maintenance training related literature, software and back-up disks have been provided.

11. All required spare parts, materials, as well as any special measuring devices and tools shall have been provided to COUNTY.

12. All air and water balancing reports shall have been submitted.

13. All keys and blanks shall have been provided.

6.1.2 When CONTRACTOR considers the entire Work Order ready for its intended use CONTRACTOR shall notify COUNTY in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that Architect/Engineer issue a certificate of Substantial Completion. Promptly thereafter, COUNTY and CONTRACTOR, and Architect/Engineer shall make an inspection of the Work to determine the status of completion. For the purpose of this Contract, and for the compliance of those procedures, duties and obligations as set forth in Section 218.70 and Section 218.735, Florida Statutes the term "Substantial Completion" is defined as that point where COUNTY is able to enjoy beneficial occupancy of the Work and where the Work has achieved that level of completion such that COUNTY is able to utilize the entire Project for its intended purposes, including but not limited to the completion of all specified systems and items relating to life,

safety and regulatory use, with the exception of incidental or incomplete items except where a lack of completion of such incidental or incomplete items of Work will adversely affect the complete operation of other areas of the Work. Additional conditions (if any) needed to achieve Substantial Completion of the Work and which are project specific are as set forth in attached Exhibits. If COUNTY and Architect/Engineer do not consider the Work substantially complete, Architect/Engineer will notify CONTRACTOR in writing giving the reasons therefore. If Architect/Engineer considers the Work substantially complete, Architect/Engineer will prepare and deliver to COUNTY a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. If Architect/Engineer considers the Work substantially complete, then, for construction projects having an estimated cost of less than 10 million dollars:

In addition to Section 218.735, Florida Statutes, punchlist procedures to render the Work complete, satisfactory and acceptable are established as follows:

1. Within five (5) days of Substantial Completion of the construction services purchased as defined in the Contract, CONTRACTOR shall schedule a walkthrough with COUNTY ("Initial Walkthrough" a/k/a "IW"). The purpose of the IW is to develop a preliminary checklist ("Checklist") of items to be performed by the CONTRACTOR, based upon observations made jointly between the CONTRACTOR and COUNTY during the IW. The IW is to occur within ten (10) days of Substantial Completion of the Work as defined by the Contract, again predicated upon the CONTRACTOR'S timely initiation of a request for the IW. At its option, COUNTY may conduct the IW with its Field Inspector.

2. CONTRACTOR shall endeavor to address and complete as many items as possible noted on the Checklist either during the IW itself, or thereafter for a period of fifteen (15) days from the date of the IW.

3. No later than fifteen (15) days following the scheduled IW, CONTRACTOR shall again initiate and request a second walkthrough of the Project with COUNTY. The purpose of this second walkthrough is to identify which items remain to be performed from the IW Checklist and to supplement that list as necessary (based, for example, upon work which may have been damaged as a result of the CONTRACTOR'S performance of completion of items contained on the IW Checklist) and for the purpose of developing a joint Final Punchlist.

4. The intent of this section is for COUNTY and the CONTRACTOR to cooperate to develop a Final Punchlist to be completed no later than thirty (30) days from the date of reaching Substantial Completion of the construction services purchase as defined in the Contract.

5. In no event may the CONTRACTOR request payment of final retainage under Section 718.735, Florida Statutes until the CONTRACTOR considers the Final Punchlist to be 100% complete.

6. CONTRACTOR agrees to complete the Final Punchlist items within forty-five (45) days of the date of its issuance by COUNTY.

7. CONTRACTOR acknowledges and agrees that no item contained on the Final Punchlist shall be considered a warranty item until such time as (a) the Final Punchlist is 100% complete, and (b) COUNTY has been able to operate or utilize the affected punchlist item for an additional period of fifteen (15) days.

8. CONTRACTOR acknowledges and agrees that COUNTY may, at its option, during performance of the Work and prior to Substantial Completion, issue lists of identified non-conforming or corrective work for the CONTRACTOR to address. The intent of any such COUNTY generated lists prior to Substantial Completion is to attempt to streamline the punchlist process upon achieving Substantial Completion, and to allow for the CONTRACTOR to address needed areas of corrective work as they may be observed by COUNTY during performance of the Work.

9. CONTRACTOR acknowledges and agrees that in calculating 150% of the amount which may be withheld by COUNTY as to any Final Punchlist item for which a good faith basis exists as to it being complete, as provided for by Section 218.735, Florida Statutes, COUNTY may include within such percentage calculation its total costs for completing such item of work, including its administrative costs as well as costs to address other services needed or areas of work which may be affected in order to achieve full completion of the Final Punchlist item. Such percentage shall in no event relate to the schedule of value associated with such Work activity, but rather total costs are based upon the value (i.e. cost) of completing such Work activity based upon market conditions at the time of Final Punchlist completion.

6.1.3 COUNTY shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but COUNTY shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

6.2 Partial Utilization

A. Use by COUNTY at COUNTY'S option of any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which COUNTY, Architect/Engineer, and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by COUNTY for its intended purpose without significant interference with CONTRACTOR'S performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

1. COUNTY at any time may request CONTRACTOR in writing to permit COUNTY to use any such part of the Work which COUNTY believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to COUNTY and Architect/Engineer that such part of the Work is substantially complete and request Architect/Engineer to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify COUNTY and Architect/Engineer in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request Architect/Engineer to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, COUNTY, CONTRACTOR, and Architect/Engineer shall make an inspection of that part of the Work to determine its status of completion. If Architect/Engineer does not consider that part

of the Work to be substantially complete, Architect/Engineer will notify COUNTY and CONTRACTOR in writing giving the reasons therefore.

2. No occupancy or separate operation of part of the Work may occur prior to compliance with this Agreement regarding property insurance.

6.3 Final Inspection

A. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, Architect/Engineer will promptly make a final inspection with COUNTY and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

6.4 Final Payment

A. Application for Payment

1. After CONTRACTOR has, in the opinion of Architect/Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents, and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments and §218.70 et. seq., Fla.Stat.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to COUNTY) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens and as approved by COUNTY, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which COUNTY or COUNTY'S property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to COUNTY to indemnify COUNTY against any Lien.

B. Review of Application and Acceptance

1. If, on the basis of Architect/Engineer's observation of the Work during construction and final inspection, and Architect/Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Architect/Engineer is satisfied that the Work has been completed and CONTRACTOR'S other obligations under the Contract Documents have been fulfilled, Architect/Engineer will, within ten days after receipt of

the final Application for Payment, indicate in writing Architect/Engineer's recommendation of payment and present the Application for Payment to COUNTY for payment. At the same time Architect/Engineer will also give written notice to COUNTY and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.09. Otherwise, Architect/Engineer will return the Application for Payment to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due

1. Upon completion of all items on the punchlist, final payment is due twenty-five business days after the payment request or invoice is stamped as received by County, Payment on a corrected payment requests, must be paid or rejected on the later of:

a. Ten (10) business days after the date the corrected payment request or invoice is stamped as received; or

b. If the governing body is required by ordinance, charter or other law to approve or reject the corrected payment request, the first business day after the next regularly scheduled meeting of the COUNTY held after the corrected payment request is stamped as received.

If a good faith dispute exists as to whether one or more items identified on the list have been completed pursuant to the contract, the COUNTY may continue to withhold an amount not to exceed 150 percent of the total costs to complete such items.

6.5 If Substantial Completion is not obtained at the inspection called by the CONTRACTOR, for reasons that are the fault of the CONTRACTOR, the cost of any subsequent inspections requested by the CONTRACTOR for the purpose of determining Substantial Completion shall be at the cost of the CONTRACTOR and shall be assessed against the final payment application. Punch list items recorded as a result of inspections for Substantial Completion are to be corrected by the CONTRACTOR within the time-frame established.

ARTICLE 7
LIQUIDATED DAMAGES

7.1 Milestones, milestone completion dates and applicable liquidated damages shall be in accordance with the Work Order.

7.2 If the milestones are not strictly complied with, then Liquidated damages will be assessed against the CONTRACTOR, which are agreed upon in the Work Order, and it is further agreed that such Liquidated Damages bear a reasonable relationship to damages to be incurred by COUNTY, and are not a penalty.

ARTICLE 8
CLAIMS FOR ADDITIONAL TIME

8.1 If the CONTRACTOR'S performance of this Contract is delayed: i) which delay is beyond the reasonable control and without the fault or negligence of the CONTRACTOR or its subcontractors; or ii) by changes ordered in the Work, and in either event where such delay or change in the Work affects the critical path, then the Contract Time shall be extended by Change Order as determined by the COUNTY . If the CONTRACTOR wishes to make Claim for an increase in the Contract Time, CONTRACTOR shall provide COUNTY a written notice of claim upon discovering the cause of the alleged delay. Such notice of claim shall include the following information, or else be waived:

1. Nature of the delay or change in the Work;

2. Dates of commencement and cessation of the delay or change in the Work;

3. Activities on the current progress schedule affected by the delay or change in the Work;

4. Identification and demonstration that the delay or change in Work affects the critical path;

5. Identification of the source of delay or change in the Work;

6. Anticipated extent of the delay or change in the Work; and

7. Recommended action to minimize the delay.

8.2 The CONTRACTOR shall not be entitled to any extension of time for delays resulting from any cause unless CONTRACTOR shall have notified the COUNTY in writing within seven (7) calendar days of commencement of the delay.

8.3 No Damages for Delay; Exclusive Remedy. The CONTRACTOR shall not be entitled to and hereby waive any and all claims for damages which they may suffer by reason of delay, acceleration, loss of efficiency, or other related time or impact-based claims (hereinafter collectively "delay") or for delay attributable to any foreseen or unforeseen condition, or for delays claimed to be the result of active, intentional, knowing or passive interference by the COUNTY , Architect, Architect/Engineer, or its agents, and waives damages which it may suffer by reason of such claims for lost profits, loss or impairment of bonding capacity, destruction of business, extended overhead, supervision, extended, unabsorbed home office overhead; the extension of time granted herein being the CONTRACTOR'S sole remedy, with the exception that in the event of demonstrated critical, compensable, non-concurrent delay suffered by the CONTRACTOR, the CONTRACTOR may claim as its sole and exclusive remedy any associated, extended direct jobsite general conditions expended by the CONTRACTOR (hereinafter "applicable extended general conditions") in a sum not to exceed $250.00 per each day of delay. Apart from extensions of time or acceleration costs approved by COUNTY and any applicable extended general conditions, no payment of claim for delay damages shall be

made to the CONTRACTOR as compensation for damages for any delays or hindrances from any cause whatsoever in the progress of the Work, whether such delay be avoidable or unavoidable. Notwithstanding anything herein to the contrary, provided CONTRACTOR have otherwise satisfied the requirements of this Contract, the CONTRACTOR shall be entitled to an increase in the Contract sum based upon approved general condition, insurance, and bond premium costs resulting from delays for which the Architect/Engineer has approved by Change Order. an extension of time for performance; provided, however, COUNTY shall not be required to pay such additional amounts for any days following the date on which CONTRACTOR achieves Final Completion for the appropriate portion of the Work.

ARTICLE 9
SITE CONDITIONS

9.1 Field Measurements. Before undertaking each part of the construction, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to the COUNTY any conflict, error or discrepancy which CONTRACTOR or any of its Subcontractors or Suppliers may discover and shall obtain a written interpretation or clarification from COUNTY before proceeding with any Work affected. CONTRACTOR shall remain liable to COUNTY for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents prepared by CONTRACTOR.

9.2 Differing Site Conditions. The CONTRACTOR shall promptly, and before such conditions are disturbed, notify the COUNTY in writing of: (l) subsurface or latent physical conditions at the site differing materially from those indicated in this Contract, or (2) unknown physical conditions at the site of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in this Contract. The COUNTY will promptly investigate the conditions, and if it finds that such conditions do materially so differ and cause an increase or decrease in the CONTRACTOR'S cost of, or the time required for, performance of any part of the Work under this Contract, an equitable adjustment shall be made and the Contract modified in writing accordingly. CONTRACTOR'S failure to provide notice upon discovery of the differing site condition shall waive any entitlement to such an adjustment in the Contract Price or Contract Time.

ARTICLE 10
INDEMNIFICATION

The CONTRACTOR hereby assumes entire responsibility and liability for any and all damage or injury of any kind or nature whatever (including death resulting therefrom) to all persons, whether employees of any tier of the CONTRACTOR, its SUBCONTRACTS, CONSULTANTS or SUPPLIERS or otherwise, and to all property caused by, resulting from, arising out of or occurring in connection with the execution of the Contract, or in preparation for the work and services under this Contract, or any extension, modification, or amendment thereto by change order to otherwise.

CONTRACTOR hereby agrees to indemnify and hold harmless MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS, its officers and employees from liabilities, damages, lawsuits, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the CONTRACTOR or persons employed or utilized by the CONTRACTOR in the performance of the Construction Contract.

ARTICLE 11
TERMINATION

11.1 Notwithstanding any other provision of this Contract, the CONTRACTOR may be held in default of its contractual obligation under this Contract if the CONTRACTOR:

1. refuses or fails to supply enough properly skilled workers or proper and sufficient materials and equipment;

2. fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the CONTRACTOR and the Subcontractors;

3. disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;

4. performs Work that does not conform to Work Order requirements;

5. fails to meet the Work Order schedule or fails to make progress on the Work so as to endanger performance of the Work Order;

6. abandons or refuses to proceed with any or all Work; or

7. otherwise breaches, fails to comply fully with, or is in default of any provision of the Contract Documents or Work Order.

11.2 The COUNTY must provide written notice to the CONTRACTOR notifying it that the COUNTY is declaring it in default and providing the CONTRACTOR with three (3) business days after receipt of such written notice of default, to cure such default. In the event that the CONTRACTOR fails to cure the default within the three (3) day default period, the COUNTY may:

1. take possession of the Work site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the CONTRACTOR;

2. accept assignment of subcontracts pursuant to this Agreement; and

3. finish the Work by whatever reasonable method the COUNTY may deem expedient, and charge all completion costs against any monies owed or to be owed to CONTRACTOR, or back charge CONTRACTOR for any and all such completion costs, or

4. terminate the CONTRACTOR and hire a completion CONTRACTOR to finish the Work by whatever reasonable method the COUNTY may deem expedient, and charge all completion costs, including costs for construction, architectural, engineering, project management, and any other expenses, against any monies owed or to be owed to CONTRACTOR, or back charge CONTRACTOR for any and all such completion costs, or

5. set off any and all such completion costs against any monies then due or to

become due on any other projects that the COUNTY has with CONTRACTOR.

11.3 Upon default, CONTRACTOR shall not be entitled to receive further payment until the Work is finished.

11.4 If, after notice of termination, it is determined for any reason that the CONTRACTOR was not in default, or that the delay was excusable under the provisions of the Contract Documents, the rights and obligations of the parties shall be the same as if the notice of termination had been a Termination by the COUNTY for Convenience.

11.5 Termination by the COUNTY for Convenience. Notwithstanding any other provision to the contrary in the Contract Documents, the COUNTY reserves the right at any time and in its sole and absolute discretion to terminate the services of the CONTRACTOR with respect to the Work by giving written notice to the CONTRACTOR. In such event, the CONTRACTOR shall be entitled to, and the COUNTY shall reimburse the CONTRACTOR for, an equitable portion of the Contract Price based on the portion of the Work completed prior to the effective date of termination and for any other reasonably expended costs attributable to such termination. However, CONTRACTOR shall not be entitled to receive its anticipated profits for any unperformed Work.

11.6 Should the CONTRACTOR'S Contract be terminated for any reason, the CONTRACTOR shall, at no additional cost to the COUNTY , give written permission to the COUNTY to utilize all design documents necessary for the purpose of completing the Project with another CONTRACTOR.

ARTICLE 12
SUSPENSION OF WORK

The COUNTY may, without cause, order the CONTRACTOR in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the COUNTY may determine.

ARTICLE 13
CHANGES IN THE WORK

13.1 The COUNTY may, at any time or from time to time, order additions, deletions or revisions in the Work. Upon request of the COUNTY, a request for proposal will be issued to the CONTRACTOR detailing the proposed additions, deletions or revisions to the Work. The request for proposal shall include such details as man-hours, man-hour rates, quantities, quantity unit rates, equipment, equipment unit rates and mark-ups. The CONTRACTOR shall complete and return the request for proposal to the COUNTY within ten (10) calendar days from receipt thereof. The request for proposal shall include any increases or decreases in Contract Time or Contract Price and shall include any additional modifications required by virtue of the requested change, whether or not such additional modifications were specifically identified in the request for proposal. The request for proposal may then be: 1) issued as a Change Order in accordance with the provisions of the Contract Documents; 2) modified and thereafter issued as a Change Order in accordance with the provisions of the Contract Documents; or 3) withdrawn.

13.2 The COUNTY may authorize minor changes or alterations in the Work not involving

extra cost or time and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the CONTRACTOR believes that any minor change or alterations authorized by the COUNTY entitles it to an increase in the Contract Price or extension of Contract Time, it shall treat the Field Order as a request for proposal and issue a proposal for the changes in Contract Price and Contract Time prior to proceeding with the Work covered in the Field Order. The procedures outlined in the Contract Documents shall then be followed. Acceptance of the Final Payment by the CONTRACTOR shall constitute acknowledgment by the CONTRACTOR that all payments due for modifications required under Field Orders have been incorporated into the Final Payment.

13.3 Additional Work performed by the CONTRACTOR without authorization of a written Change Order will not entitle it to an increase in the Contract Price or an extension of the Contract Time.

13.4 It is the CONTRACTOR'S responsibility to notify its Surety of any changes affecting the general scope of the Work or change in the Contract Price and the amount of the applicable Bonds shall be adjusted accordingly. The CONTRACTOR shall furnish proof of such adjustment to the COUNTY.

13.5 The COUNTY may, at any time, without notice to the Surety, by Field Order or by properly executed Change Order, make any change in the Work within the general scope of the Contract Documents, including but not limited to changes:

A. in the Drawings and designs, and Specifications;
B. in the method or manner of performance of the Work;
C. in the COUNTY -furnished facilities, equipment, materials, services or site; or
D. directing acceleration in the performance of the Work.

13.6 Except as herein provided, no order, statement, or conduct of the COUNTY shall be treated as a Change Order or Field Order or entitle the CONTRACTOR to an equitable adjustment hereunder.

13.7 No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Contract.

13.8 The value of any additional Work or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways at the sole discretion of the COUNTY:

A. where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved;
B. by negotiated lump sum; or
C. cost plus. If this option is selected, COUNTY reserves the right to request any and all documentation from CONTRACTOR in support of its foregoing actual costs, and CONTRACTOR agrees promptly to supply such information.

13.9 For changes in the Work performed by CONTRACTOR's own forces, CONTRACTOR

shall be entitled to a percentage mark-up for actual costs as defined in Section 1 of ten (10) percent.

13.10 For changes in the Work performed by subcontractors, (a) the subcontractor shall be entitled to mark-up the cost of the change(s) by ten (10) percent, and (b) the CONTRACTOR shall be entitled to mark-up the subcontractor's total by five (5) percent. The foregoing shall be the maximum amount allowable for subcontractor's and CONTRACTORs actual costs as defined in Section 1.

ARTICLE 14
MATERIALS, EQUIPMENT AND WORKMANSHIP; SUBSTITUTIONS

14.1 Only new, unused items of recent manufacture, of designated quality, free from defects, will be accepted. Rejected items shall be removed immediately from the Work and replaced with items of specified quality. Failure by COUNTY to order removal of rejected materials and equipment shall not relieve CONTRACTOR from responsibility for quality of the materials supplied nor from any other obligation under the Contract Documents.

14.2 No Work defective in construction or quality, or deficient in meeting any requirement of the Contract Drawings and Specifications will be acceptable regardless of COUNTY'S failure to discover or to point out defects or deficiencies during construction; nor will the presence of field representatives at the Work or the satisfaction of the WORK meeting applicable code requirements relieve CONTRACTOR from responsibility for the quality and securing progress of Work as required by the Contract Documents.

14.3 Prior to proposing any substitute item, CONTRACTOR shall satisfy itself that the item proposed is, in fact, equal or better to that specified, that such item will fit into the space allocated, that such item affords comparable ease of operation, maintenance and service, that the appearance, longevity and suitability for the climate are comparable, and that by reason of cost savings, reduced construction time, or similar demonstrable benefit, the substitution of such item will be in COUNTY'S interest, and will in no way have a detrimental effect upon the Project completion date and schedule.

14.3.1 The burden of proof of equality of a proposed substitution for a specified item shall be upon CONTRACTOR. CONTRACTOR shall support its request with sufficient test data and other means to permit COUNTY to make a fair and equitable decision on the merits of the proposal. CONTRACTOR shall submit drawings, samples, data and certificates and additional information as may be required by the COUNTY for proposed substitute items as required by the Contract Documents.

14.3.2 Any item by a manufacturer other than those specified or of brand name or model number or of generic species other than those specified will be considered a substitution. COUNTY will be the sole judge of whether or not the substitution is equal in quality, utility and economy to that specified.

14.3.3 CONTRACTOR shall allow an additional 15 calendar days for COUNTY'S review of substitutions. All requests for substitutions with submittal data must be made at least fifty (50) calendar days prior to the time CONTRACTOR must order, purchase or release for manufacture

or fabrication. Approval of a substitution shall not relieve CONTRACTOR from responsibility for compliance with all requirements of the Contract. CONTRACTOR shall coordinate the change with all trades and bear the expense for any changes in other parts of the Work caused by any substitutions.

14.3.4 If COUNTY rejects CONTRACTOR'S substitute item on the first submittal, CONTRACTOR may make only one additional request for substitution in the same category. Upon the second request, the CONTRACTOR shall be invoiced the expenses of the COUNTY allocable to the review of such submittal data. The foregoing amounts shall be deducted, as applicable, from the next succeeding partial payment to the CONTRACTOR, or from the final payment.

ARTICLE 15
COMPLIANCE

15.1 All work, labor, materials and equipment provided under each Work order shall be performed in strict compliance with any and all applicable building and fire, life and safety codes and strictly in accordance with plans and specifications. CONTRACTOR must satisfy itself that the Plans, Drawings and Specifications in fact comply with all applicable codes. CONTRACTOR shall notify COUNTY prior to commencement of Work of any requirement of the plans and specifications not in strict compliance with such codes. There will be no extra payment for compliance to existing codes or any item of interpretation regarding enforcement of existing codes. CONTRACTOR is representing by acceptance of this Agreement that it has thoroughly researched all applicable codes and regulations affecting this Project.

15.2 If, during the term of this Contract, there are any changed or new laws, ordinances or regulations not known or foreseeable at the time of signing this Contract which become effective and which affect the cost or time of performance of the Contract, CONTRACTOR shall immediately notify COUNTY in writing and submit detailed documentation of such effect in terms of both time and cost of performing the Contract. Upon concurrence by COUNTY as to the effect of such changes, an adjustment in the Contract Price and/or time of performance will be made. If any discrepancy or inconsistency should be discovered between the Contract Documents and any law, ordinance, regulation, order or decree, CONTRACTOR shall immediately report the same in writing to COUNTY who will issue such instructions as may be necessary. However, it shall not be grounds for a Change Order that the CONTRACTOR was unaware of or failed to investigate the rules, codes, regulations, statutes, and all ordinances of all applicable governmental agencies having jurisdiction over the Project or the Work.

15.3 CONTRACTOR shall give all notices and at all times comply with all applicable laws, codes, ordinances, rules and regulations in effect during the time of performance of the Work.

15.4 CONTRACTOR shall deliver a product which will meet or exceed the Design Criteria package standards, provide a complete and functional facility including but not limited to all necessary interfaces between this facility and adjacent existing facilities, and/or anticipated future facilities. All built-in equipment, systems, controls, devices and finishes necessary for the efficient use and maintenance of the facility and its related site work, except as otherwise noted and/or clarified herein, shall be included in the Work.

ARTICLE 16
NON-DISCRIMINATION

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

ARTICLE 17
DEFECTIVE WORK

17.1 Rejecting Defective Work. The COUNTY shall have authority to disapprove or reject Work which is "defective" (which term is hereinafter used to describe Work that is unsatisfactory, faulty or defective, or does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to final acceptance). Such parties shall also have authority to require special inspection or testing of the Work as such parties may individually or severally deem necessary, whether or not the Work is fabricated, installed or completed.

17.2 Correction of Defective Work. Upon presentation of a Defective Work Notice to the CONTRACTOR or CONTRACTOR'S Project Superintendent, the CONTRACTOR shall meet within twenty-four (24) hours with the COUNTY, and, at the sole option of COUNTY, the COUNTY'S representative, to discuss a work plan and time-line to correct the defective Work. The CONTRACTOR shall have no more than five (5) working days to begin corrective action and repairs in accordance with the agreed upon schedule; provided, however, all repairs to natural gas, telephone, radio, computer security, water, waste water, electric air conditioning services and all emergency services shall be commenced within twelve (12) hours of notification, or by 7:00 a.m. whichever is earlier, and CONTRACTOR shall complete the repairs in an expeditious manner befitting the nature of the deficiency. If the CONTRACTOR refuses to comply with the twenty four (24) hour meeting requirement, or the agreed upon correction schedule, the COUNTY has the right to do any of the following: (1) correct any Work so performed by the CONTRACTOR and deduct the expenses for doing so from the final payment due the CONTRACTOR, or (2) hold back final payment due CONTRACTOR until such time as the Work is completed to the satisfaction of the COUNTY and in compliance with the Contract Documents. The COUNTY shall have the sole discretion to determine if the Work is satisfactory and in compliance with Contract Documents. The foregoing remedies are not exclusive and the COUNTY reserves the right to pursue any and all other remedies it deems applicable.

ARTICLE 18
BONDS AND INSURANCE

18.1 Payment and Performance Bonds. The CONTRACTOR shall, upon execution and return of this Agreement to the COUNTY, furnish a Public Payment Bond and a Performance Bond, and record that Bond with the Clerk of the Circuit Court's office, pursuant to Section 255.05, Florida Statutes, in at least an amount equal to the Contract Price for any Work Order valued at

$200,000.00 or greater, covering the faithful performance of this Agreement and all CONTRACTOR'S faithful performance and payment of all CONTRACTOR'S obligations under the Contract Documents. The Surety must be included in the most recent United States Department of the Treasury List of Acceptable Sureties, authorized to issue surety bonds in Florida, and which maintains a surety rating of "A-" or better. A complete copy of the fully executed Payment Bond shall be posted in a conspicuous place at the Project site. If the Surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its authorization to do business in the State of Florida is terminated or it ceases to be listed on the United States Department of Treasury List of Acceptable Sureties, or its surety rating ceases to be an "A-" or better, CONTRACTOR shall within five (5) days thereafter substitute another Payment Bond, Performance Bond, and Surety, each of which shall be in accordance with the Contract Documents and acceptable to COUNTY . An action to enforce any claim against a payment bond must be brought within one year from the last furnishing of labor, services, or materials, or as otherwise stated in Section 95.11, Florida Statutes. An action to enforce any claim against a performance bond must be brought within five years in accordance with Section 95.11, Florida Statutes, and applicable case law.

18.2 Insurance

18.2.1. Certificate of Insurance. One (1) certified true copy of the policy/policies must be furnished by CONTRACTOR to COUNTY prior to commencement of any Work Order including demolition, site work, site preparation or construction Work. The Certificate(s) of Insurance must indicate Martin County Board of County Commissioners as additional insureds on all policies. The statement "Additional Insureds" is to be listed in the Description Block of the Insurance Certificate. The indication that Martin County Board of County Commissioners is a Certificate Holder is not sufficient for this issue. The insurance certificate must indicate the Project name and all other requirements set forth in Section 18 and the sample Accord Certificate of Insurance provided.

18.2.2. General Insurance Requirements

a. CONTRACTOR and, where designated, each of its subconsultants, Professionals, and subcontractors shall obtain and maintain during the full duration of Work required under this AGREEMENT, and through any period of limitation allowed by law for actions for personal injury, bodily injury, disease, death, property damages and other losses or damages required to be insured hereunder, the following insurance coverages, in the type, amounts, terms and in conformance with the following minimum requirements.

b. All policies and endorsements shall be issued on Insurance Service Office (ISO) forms or on forms providing broader and no less restrictive coverage. Notwithstanding the foregoing, the form and content of all policies and endorsements must be acceptable to the COUNTY.

c. The policy(s) shall provide for 30 Days prior written notice to the COUNTY, by registered or certified mail, if cancellation or any change that will reduce the coverages required herein.

d. The policy(s) shall be written for the estimated construction Work, commencing with the initial demolition, Site Work and/or Site preparation and ending at the Final Completion date, and shall contain an endorsement providing for extension of the policy(s) for up to two (2) years. The Products and Completed Operations portions of the General Liability shall extend for a period of two years after the Final Acceptance of the Project by the COUNTY .

e. All liability polices required herein shall be written on an occurrence basis.

f. The policies shall name the COUNTY , its commissioners and staff as additional insureds as their interest may appear under this Agreement.

g. All insurers shall agree to waive all rights of subrogation against the COUNTY and each individual member of the Board of County Commissioners, Constitutional Officers or staff.

18.2.3. Premiums. The CONTRACTOR shall be solely responsible for payment of all premiums for insurance required under this Agreement and shall be solely responsible for the payment of all deductibles to which such policies are subject.

18.2.4. Specific Insurance Limits are as follows:

a. Workers' Compensation - The CONTRACTOR shall carry Workers' Compensation insurance on behalf of all employees who are required to provide a service under this Agreement, as required by Section 440, Florida Statutes and Employers Liability of limits no less than:

$500,000	each accident
$500,000	disease - policy limit
$500,000	each employee

b. Commercial General Liability - including but not limited to bodily injury, $2,000,000 per location aggregate covering all Work performed under this Agreement. The insurance shall include all major divisions of coverage and shall be on a comprehensive general basis including Premises and Operations (including X-C-U), COUNTY's and CONTRACTORS Protective, Products and Completed Operations.

c. Automobile Liability - including bodily injury and property damage liability for all vehicles owned, hired, leased and non-owned with limits of not less than Agreement.

d. Umbrella Liability - to include the Employers Liability, general liability and automobile in underlying policy schedule, with limits of not less than $1,000,000.

e. Hazardous Material - if the Work being performed involves hazardous materials, the need to procure appropriate insurance coverage will be addressed in a contract modification. However, if hazardous materials are identified while carrying out this Agreement, no further Work is to be performed in the area of the hazardous material until the COUNTY has been consulted as to the need to procure and maintain such coverage.

g. Property Insurance/Builders Risk (if applicable) – CONTRACTOR shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations).

This insurance shall:

1. include the interests of COUNTY, CONTRACTOR, subcontractors, Architect/Engineer, Architect/Engineer's consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by COUNTY prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Architect/Engineer;

5. allow for partial utilization of the Work by COUNTY ;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by COUNTY, CONTRACTOR, and Architect/Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

8. The COUNTY and CONTRACTOR waive all rights against each other and any of their subcontractors, agents and employees and the Architect/Engineer, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section or other property insurance applicable to Work, except as to proceeds of such insurance held by CONTRACTOR as fiduciary.

18.2.5 Waiver of Subrogation. CONTRACTOR hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents 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 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, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

ARTICLE 19
PERFORMANCE GUARANTEE AND WARRANTY

19.1 All materials and equipment incorporated into any Work Order shall be warranteed and guaranteed as new quality, and of the highest grade of quality for their intended use, and all Work shall be performed in good workmanship and shall be in accordance with all plans and specifications and industry standards. The Work shall be functionally sound, technically proficient, developed with structural integrity, shall exhibit high quality architectural principles, and shall be in compliance with all governing laws, regulations, applicable building codes, hurricane design, and applicable Florida Building Code. CONTRACTOR warrants all Work against defects for a period of one year (unless longer guarantees or warranties are provided for elsewhere in the Contract or at law in which case the longer periods of time shall prevail) from the date of Substantial Completion, regardless of whether the Work was performed by CONTRACTOR or any of its subcontractors.

19.2 CONTRACTOR shall repair or replace the defective Work and cure such defect within 48 hours of receipt of written notice. CONTRACTOR warrants such repaired or replaced Work for a period of one (1) year from the completion of the warranty work or the warranty period specified, whichever is longer. Should CONTRACTOR fail to timely cure such defects, COUNTY may proceed to performed the work at CONTRACTOR'S expense and may backcharge CONTRACTOR for all costs associated with the work.

19.3 CONTRACTOR agrees to require that all of its subcontractors, suppliers and materialmen provide warranties in their agreements at least sufficient to satisfy CONTRACTOR'S obligations in this Agreement; and CONTRACTOR shall assign all such warranties to the COUNTY as a condition precedent to the receipt of final payment. CONTRACTOR agrees to defend and indemnify COUNTY against all fees and costs should CONTRACTOR fail to obtain the warranty protections required herein.

19.4 For all equipment that has a manufacturer's warranty, the CONTRACTOR shall assign such warranty to the COUNTY. The manufacturer's warranty period shall be concurrent with the CONTRACTOR'S warranty to the COUNTY. In the event that the equipment manufacturer or supplier is unwilling to provide such a warranty, the CONTRACTOR shall obtain a 2-year equipment warranty commencing at the time of acceptance of the equipment by the COUNTY.

ARTICLE 20
SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

20.1 Documents and Samples at the Site. From and after commencement of the Construction Work, the CONTRACTOR shall maintain at the site one record copy of the Construction Documents, and any and all amendments thereto, in good order and marked to record changes and selections made during the Design Phase and Construction Phase. In addition, the CONTRACTOR shall maintain at the site approved shop drawings, product data, samples and similar required submittals. These shall be provided to COUNTY upon completion of the Work.

20.2 Shop Drawings, Product Data and Samples.

20.3 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required the way the CONTRACTOR proposes to conform the construction to the Contract Documents.

20.4 The CONTRACTOR shall review and take appropriate action upon Shop Drawings, Product Data, Samples and similar submittals. Design Criteria Professional shall review Shop Drawings, Product Data, Samples and similar submittals for compliance with the Design Criteria Documents and shall provide comments, if any, within fifteen (15) days of receiving such documents.

20.5 Responsibility. The CONTRACTOR shall not be relieved of responsibility for the deviations from requirements of the Contract Documents by COUNTY'S approval of Shop Drawings, Product Data, Samples or similar submittals unless the CONTRACTOR has specifically informed COUNTY of such deviation at the time of the submittal and COUNTY has given written approval to the specific deviation. The CONTRACTOR shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by COUNTY'S approval thereof.

ARTICLE 21
SAFETY

21.1 The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The CONTRACTOR shall take all precautions and follow all procedures for the safety of, and shall provide all protection to prevent injury to, all persons involved in any way in the Work and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of the COUNTY and Users who may be affected thereby. The CONTRACTOR shall set forth in writing its safety precautions and programs in connection with the Work and submit the same to the COUNTY for review. The COUNTY may, but shall not be obligated to, make suggestions and recommendations to the CONTRACTOR with respect thereto.

21.2 All Work, whether performed by the CONTRACTOR, its subcontractor or sub-subcontractors, or anyone directly or indirectly employed by any of them, and all equipment, appliance, machinery, materials, tools and like items incorporated or used in the Work, shall be in compliance with, and conform to:

1. all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other authority relating to the safety of persons and their protection against injury, specifically including, but in no event limited to, the Federal Occupational Safety and Health Act of 1970 and the Trench Safety Act, as amended and all state, Martin County and, where the Project is located in a municipality, municipal, rules and regulations now or hereinafter in effect; and

2. all codes, rules, regulations and requirements of the COUNTY and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall

govern.

21.3 Should the CONTRACTOR fail to provide a safe area for the performance of the Work or any portion thereof, the COUNTY shall have the right, but not the obligation, to suspend Work in the unsafe area. All costs of any nature resulting from the suspension, by whomsoever incurred, shall be borne by the CONTRACTOR.

21.4 The CONTRACTOR shall provide, or cause to be provided, to each worker on the Work site the proper safety equipment for the duties being performed by that worker and will not permit any worker on the Work site who fails or refuses to use the same. The COUNTY shall have the right, but not the obligation, to order the CONTRACTOR to send a worker home for the day or to discharge a worker for his or her failure to comply with safe practices, with which order the CONTRACTOR shall promptly comply.

21.5 Emergencies. In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the COUNTY, is obligated to act, at its discretion, to prevent threatened damage, injury or loss. If the CONTRACTOR believes that additional Work done by it in an emergency which arose from causes beyond its control entitles it to an increase in the Contract Price or an extension of the Contract Time, it may make a claim therefore as provided in the Contract Documents.

ARTICLE 22
PROTECTION OF WORK AND PROPERTY

22.1 CONTRACTOR shall, throughout the performance of the Contract, maintain adequate and continuous protection of all completed Work and temporary facilities against loss or damage from whatever cause, shall protect the property of the COUNTY and third parties from loss or damage from whatever cause arising out of the performance of the Contract and shall comply with the requirements of the COUNTY and its insurance carriers and with all applicable laws, codes, rules and regulations with respect to the prevention of loss or damage to the property. COUNTY, its insurance carriers, or representatives may, but shall not be required to, make periodic patrols of the Work site as a part of its normal safety, loss control and security programs. In such event, however, the CONTRACTOR shall not be relieved of its aforesaid responsibilities and the COUNTY shall not assume, nor shall it be deemed to have assumed, any responsibility otherwise imposed upon the CONTRACTOR by this Contract.

22.2 Before the CONTRACTOR disposes of any existing improvements or equipment which are to be removed as a portion of the Work, and for which disposition is not specifically provided for elsewhere in the Contract Documents, CONTRACTOR shall contact the COUNTY and determine if the removal items are to be salvaged. Items to be salvaged by the COUNTY shall be neatly stockpiled or stored in a neat and acceptable manner at the construction site easily accessible to the COUNTY. Equipment and materials which will not be salvaged by the COUNTY shall become the property of the CONTRACTOR to be removed from the site and disposed of in an acceptable manner. To the extent CONTRACTOR intends to temporarily store materials at a site near or adjacent to the Project site prior to ultimate removal or disposal, CONTRACTOR must first obtain written authorization from the COUNTY, as well as, the property owner.

22.3 Preservation of Trees. Those trees which are designated on the Drawings for preservation shall be carefully protected from damage. The CONTRACTOR shall erect and maintain such protections such as barricades, guards, and enclosures as is necessary for the protection of the trees during all construction operations. CONTRACTOR shall replace any and all trees damaged during construction activities (other than trees specified to be removed) at no expense to the COUNTY.

22.4 Preservation of Private Property. The CONTRACTOR shall exercise extreme care to avoid unnecessary disturbance of private property as applicable. Trees, shrubbery, gardens, lawn and other landscaping that must be removed shall be replaced and replanted to restore the construction easement to the condition existing prior to construction. All soil preparation procedures and replanting operations shall be under the supervision of a nurseryman experienced in such operations. Any vegetation requiring relocation, temporary or otherwise, which is damaged or destroyed, shall be replaced at no cost to the COUNTY. CONTRACTOR shall replace any and all such vegetation damaged during construction activities (other than vegetation specified to be removed) at no expense to the COUNTY.

22.5 Until final acceptance of the Work by the COUNTY pursuant to this Contract, the CONTRACTOR shall have full and complete charge and care of and, except as otherwise provided in this subparagraph, shall bear all risk of loss of, and injury or damage to, the Work or any portion thereof (specifically including COUNTY -furnished supplies, equipment or other items to be utilized in connection with, or incorporated in, the Work) from any cause whatsoever.

22.6 Manholes, fire alarms, etc., shall not be obstructed by CONTRACTOR. CONTRACTOR is to make no connections to or operate valves on water mains or otherwise interfere with the operation of the water system, without first giving written approval from the appropriate governmental entity.

ARTICLE 23
UTILITY COORDINATION

23.1 The CONTRACTOR shall be responsible for making all necessary arrangements with governmental departments, public utilities, public carriers, service companies and corporations owning or controlling roadways, railways, water, sewer, gas, electrical, cable television, telephone, and telegraph facilities such as pavements, tracks, piping, wires, cables, conduits, poles, guys, etc., including incidental structures connected therewith, that are encountered in the Work in order that such items may be properly shored, supported and protected, or the CONTRACTOR shall be solely responsible for coordinating their relocation. The CONTRACTOR shall give all proper notices, shall comply with requirements of such parties in the performance of its Work, shall permit entrance of such parties on the Work site in order that they may perform their necessary Work, and shall pay all charges and fees made by such parties for this Work. The CONTRACTOR'S attention is called to the fact that there may be delays on the Project due to Work to be done by governmental departments, public utilities, and others in repairing or moving poles, conduits, etc. The CONTRACTOR shall cooperate with the above parties, in every way possible, so that the construction can be completed in the least possible time.

23.2 At all points where the Work constructed by CONTRACTOR connects to existing utilities and services, the actual Work of making the necessary connection to the existing service or utility shall be arranged for by CONTRACTOR at no expense to COUNTY (unless specifically indicated otherwise). Services and utilities included within (but not limited to) this responsibility are roads, ditches, electrical, sewer, mechanical utilities, water, fencing, etc. Connections shall be made at a time that will result in the least possible interference with existing services.

ARTICLE 24
HAZARDOUS MATERIALS

CONTRACTOR shall obtain all required Federal, State and local permits and licenses and shall be responsible for the safe and proper handling, transporting, storage and use of any explosive or hazardous materials brought onto or encountered within the site, and at its expense, make good any damage caused by its handling, transporting, storage and use. The CONTRACTOR will notify the COUNTY immediately if explosive or hazardous materials are encountered on the Project site. Transporting explosive or hazardous materials onto the site will require prior written approval from the COUNTY. CONTRACTOR shall maintain and post as necessary Material Hazard Data Sheets for all applicable Hazardous Materials used in the course of its work. In the event that hazardous material is improperly handled or stored by the CONTRACTOR, its subcontractors, any sub-subcontractors, or any employee or agent of any of the aforementioned which results in contamination of the site, CONTRACTOR shall immediately notify the COUNTY and the appropriate governmental authority and shall take whatever action is necessary or desirable to remediate the contamination at the CONTRACTOR'S sole cost and expense.

ARTICLE 25
AUDIT

The CONTRACTOR agrees that the COUNTY, or any of its duly authorized representatives shall have access to and the right to examine any and all books, documents, papers, and records of the CONTRACTOR, and may at its option conduct an audit of the CONTRACTOR'S financial books and records concerning this Project. The CONTRACTOR agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto which are found on the basis of audit examination to constitute non-allowable costs under this Agreement. The CONTRACTOR shall promptly refund by check payable to the COUNTY the amount of such reduction of payments. All required records shall be maintained until the later of an audit is completed and all questions arising therefore are resolved, or six (6) years after completion of the Work and issuance of the final completion certificate.

ARTICLE 26
PUBLIC RECORDS

The CONTRACTOR shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law) in connection with this Agreement and shall provide access to public records in accordance with Section 119.0701, Florida Statutes.

ARTICLE 27
ASSIGNMENT

27.1 CONTRACTOR shall not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same or any part thereof, or allow legal action to be brought in its name for the benefit of others, without previous written consent of the COUNTY and SURETIES.

27.2 If for any reason the COUNTY terminates its agreement with the CONTRACTOR, the CONTRACTOR hereby assigns this Agreement to the COUNTY. CONTRACTOR shall include in each of its subcontracts language that requires its Subcontractors to agree to such assignment and to perform their responsibilities and to fully complete the work required by this Contract directly for the COUNTY.

ARTICLE 28
ATTORNEY'S FEES AND COSTS

28.1 In the event the CONTRACTOR defaults in the performance of any of the terms, covenants and conditions of this Agreement, the CONTRACTOR agrees to pay all damages and costs incurred by the COUNTY in the enforcement of this Agreement, including reasonable attorney's fees, expert fees, court costs and all expenses, even if not taxable as court costs, including, at the State Court, Appellate Court and in Bankruptcy Proceedings.

28.2 In cases other than outlined in Section 28.1, the parties expressly agree that each party will bear its own attorney's fees incurred in connection with this Agreement.

ARTICLE 29
NOTICES

All notices under this Agreement shall be in writing and shall be (as elected by the person giving such notice) mailed solely by Certified Mail, Return Receipt Requested, Hand Delivery with Proof of Service, or by Overnight Courier to the COUNTY and CONTRACTOR at the addresses listed on page one of this Agreement. Either party may change its address, for the purposes of this Section, by 30 day prior written notice to the other party given in accordance with the provisions of this Section.

ARTICLE 30
RESOLUTION OF CLAIMS AND DISPUTES

30.1 Mediation. As a condition precedent to the filing any legal proceedings, the parties shall endeavor to resolve claim disputes or other matters in question by mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The party shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the COUNTY shall select the mediator, who, if selected solely by the COUNTY, shall be a mediator certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by each party to the mediator

30.2 Non-jury trial. The parties expressly and specifically hereby waive the right to a jury trial as to any issue in any way connected with this Agreement.

30.3 The parties expressly and specifically hereby waive all tort claims and limit their remedies to breach of contract as to any issue in any way connected with this Agreement.

ARTICLE 31
MISCELLANEOUS

31.1 Taxes. The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The CONTRACTOR shall not be exempt from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONTRACTOR authorized to use the COUNTY'S Tax Exemption Number in securing such materials. The CONTRACTOR shall be responsible for payment of all federal, state, and local taxes and fees applicable to the Work and same shall be included in the Contract Price.

31.2 Pledge of Credit. The CONTRACTOR shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any Agreement, debt, obligation, judgment, lien or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of the Agreement.

31.3 Remedies and Choice of Law. This Contract is to be governed by the law of the state in which the Project is located. Venue for any lawsuit to enforce the terms and obligations of this Contract shall lie exclusively in Martin County, Florida.

31.4 Entirety of Agreement. All prior and contemporaneous negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein are merged into this Agreement. No modification, amendment or alteration of this Agreement may be made unless made in writing pursuant to the terms of this Agreement.

31.5 Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, then the remaining provisions survive and are fully binding and enforceable.

IN WITNESS WHEREOF, the COUNTY and the CONTRACTOR have executed this Agreement as of the date first above written.

REVIEWED BY

John Poffey
Utilities & Solid Waste Director

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

Roger Batty 9 21-15

Taryn Kryzda
County Administrator

WHARTON-SMITH, INC.

Ronald F. Davoli
President/CEO

NOTARY FOR THE CONTRACTOR

State of Florida
County of Seminole

The foregoing instrument was acknowledged before me this 3rd day of September, 2015, by Ronald F. Davoli, to me known to be the person who signed the foregoing instrument or produced _____ as identification.

WITNESS my hand and official seal this 3rd day of September, 2015.

Judy J. Peterson
Notary Public

JUDY J. PETERSON
MY COMMISSION # FF 062304
EXPIRES: February 17, 2018
Bonded Thru Notary Public Underwriters

EXHIBIT A
SAMPLE WORK ORDER

RFB
ENTER CONTRACT NAME HERE (I.E. GENERAL CONTRACTING SERVICES)
WORK ORDER NO._____

Pursuant to that certain Contract ("**Contract**") between Martin County ("**County**") and _____ ("**Contractor**") dated _____, **Contractor** hereby agrees to provide the services specified on Exhibit "A", under the terms and conditions and at a cost of $_____ all as more specifically described in Exhibit "A", attached hereto and incorporated by this reference. The terms of the **Contract** shall be deemed to be incorporated in each individual Work Order as if fully set forth herein.

Substantial Completion Time:	_____ calendar days
Final Completion Time:	_____ calendar days
Liquidated Damages:	_____ per day

IN WITNESS WHEREOF, the **County** and the **Contractor** have executed this Work Order effective this _____ day of_____ 20__.

CONTRACTOR COMPANY NAME	BOARD OF COUNTY COMMISSIONERS MARTIN COUNTY, FLORIDA
_____	_____
Name & Title	Department Director Name/Title

A Payment & Performance Bond for all jobs over $200,000 is required to be recorded with the Martin County Clerk of the Circuit Court before commencement of work per F.S. 255.05

EXHIBIT B

ORIGINAL

RFB#2015-2813
WATER & WASTEWATER PLANT CONSTRUCTION

Description	Unit	Cost
Project Superintendent	HR	85.00
Project Manager	HR	110.00
Forman	HR	55.00
General Laborer (1 man crew)	HR	30.00
General Laborers (2 man crew)	HR	60.00
General Laborers (3 man crew)	HR	90.00
Electrical Control Programmer	HR	130.00
Electrician	HR	55.00
Mason	HR	45.00
Mechanic	HR	65.00
Heavy Equipment Operator	HR	50.00
Administrative/Clerical	HR	22.00
Material Markup	%	10%

INSTRUCTIONS

Submit one original and one copy of all required bid forms.

Bids must be received no later than the date and time stated in the Advertisement. Bids received after that time & date will not be considered.

BID SIGNATURE SECTION

This form must be returned with bid. Bids in any other format will not be accepted.

Wharton-Smith, Inc.	407-321-8410
Company Name	Telephone
Ronald F. Davoli	407-320-1779
Authorized Contract Signature Name	Fax
President/CEO	59-2392802
Title	Federal Employer ID#
750 Monroe Road	rdavoli@whartonsmith.com
Street Address	E-mail Address
Sanford, FL 32771	
City, State, Zip	Authorized Signature
	Ronald F. Davoli, President/CEO

BID TABULATION
WATER & WASTEWATER PLANT CONSTRUCTION
RFB2015-2813
BID DUE DATE: JULY 29, 2015

ITEM DESCRIPTION	GARNEY	INTERCOUNTY	FLORIDA DESIGN CONTRACTOR	FLORIDA DESIGN DRILLING	HINTERLAND	CLOSE CONST	POOLE & KENT	TLC	RJ SULLIVAN	WHARTON SMITH
Project Superintendent	$ 110.00	$ 60.00	$ 75.00	$ 85.00	$ 115.00	$ 80.00	$ 65.00	$ 100.00	$ 60.00	$ 85.00
Project Manager	$ 115.00	$ 62.50	$ 90.00	$ 110.00	$ 130.00	$ 68.00	$ 68.00	$ 139.00	$ 80.00	$ 110.00
Forman	$ 75.00	$ 56.25	$ 65.00	$ 65.00	$ 95.00	$ 58.00	$ 62.00	$ 75.00	$ 40.00	$ 55.00
General Laborer (1 man crew)	$ 35.00	$ 32.50	$ 35.00	$ 32.00	$ 65.00	$ 55.00	$ 28.00	$ 41.00	$ 20.00	$ 30.00
General Laborers (2 man crew)	$ 70.00	$ 60.00	$ 70.00	$ 64.00	$ 130.00	$ 110.00	$ 56.00	$ 82.00	$ 40.00	$ 60.00
General Laborers (3 man crew)	$ 105.00	$ 87.50	$ 100.00	$ 96.00	$ 195.00	$ 150.00	$ 84.00	$ 123.00	$ 60.00	$ 90.00
Electrical Control Programmer	$ 110.00	$ 162.50	$ 120.00	$ 130.00	$ 175.00	$ 155.00	$ 130.00	$ 125.00	$ 148.00	$ 130.00
Electrician	$ 85.00	$ 40.00	$ 72.00	$ 65.00	$ 95.00	$ 110.00	$ 60.00	$ 55.00	$ 65.00	$ 55.00
Mason	$ 75.00	$ 32.50	$ 43.00	$ 32.00	$ 75.00	$ 62.00	$ 45.00	$ 35.00	$ 66.00	$ 45.00
Mechanic	$ 75.00	$ 43.75	$ 65.00	$ 60.00	$ 80.00	$ 65.00	$ 60.00	$ 47.00	$ 22.00	$ 65.00
Heavy Equipment Operator	$ 48.00	$ 35.50	$ 45.00	$ 55.00	$ 80.00	$ 42.00	$ 55.00	$ 47.00	$ 25.00	$ 50.00
Administrative/Clerical	$ 34.00	$ 45.00	$ 33.00	$ 80.00	$ 85.00	$ 35.00	$ 40.00	$ 25.00	$ 20.00	$ 22.00
Material Markup	15%	20%	18%	12%	18%	15%	12%	10%	10%	10%

DATE ADVERTISED	6/26/2015
# OF BIDDERS	10
DOWNLOADED INQUIRIES	47
POTENTIAL BIDDERS NOTIFIED	491
AWARDED	

This is a preliminary summary of the bids as they were opened and announed at the bid opening. Bid prices have not been verified and are subject to change in the event mathematical errors are discovered during bid review. Other information contained in this summary is also subject to review. Bid award information is posted on www.demandstar.com

WASTEWATER PLANT CONSTRUCTION SCENARIO

Vendor	Project Manager	Project Manager	Foreman	Foreman	Laborer (2 man)	Laborer (2 man)	Admin	Admin	Material Markup	Total Hours	$100,000 of material	Total
	Hourly Rate											
Hours Worked		2		8		8		2				
Garney	$115	$230	$75	$600	$70	$560	$34	$68	15%	$1,458	$115,000	$116,458
Intercounty	$63	$125	$56	$450	$60	$480	$45	$90	20%	$1,145	$120,000	$121,145
Florida Design Contractors	$90	$180	$65	$520	$70	$560	$33	$66	18%	$1,326	$118,000	$119,326
Florida Design Drilling	$110	$220	$65	$520	$64	$512	$80	$160	12%	$1,412	$112,000	$113,412
Hinterland	$130	$260	$95	$760	$130	$1,040	$85	$170	18%	$2,230	$118,000	$120,230
Close Construction	$68	$136	$58	$464	$110	$880	$35	$70	15%	$1,550	$115,000	$116,550
Poole & Kent	$68	$136	$62	$496	$56	$448	$40	$80	12%	$1,160	$112,000	$113,160
TLC	$139	$278	$75	$600	$82	$656	$25	$50	10%	$1,584	$110,000	$111,584
RJ Sullivan	$80	$160	$40	$320	$40	$320	$20	$40	10%	$840	$110,000	$110,840
Wharton Smith	$110	$220	$55	$440	$60	$480	$22	$44	10%	$1,184	$110,000	$111,184

4B1

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

PLACEMENT: CONSENT
PRESET:
TITLE: ITEMS RELATED TO CONSTRUCTION AND CONSULTANT COMPETITIVE NEGOTIATION ACT (CCNA) PROCUREMENTS WHICH MEET THE THRESHOLD FOR BOARD APPROVAL

AGENDA ITEM DATES:

MEETING DATE: 9/1/2015	COUNTY ATTORNEY: 8/10/2015
COMPLETED DATE: 8/20/2015	ASSISTANT COUNTY ADMINISTRATOR: 8/17/2015

REQUESTED BY:	DEPARTMENT:	PREPARED BY:
Name: Various	Department of Administration	Nicole Carey
Name:		Purchasing Manager

Procedures: None

EXECUTIVE SUMMARY:

This item is a placeholder on all Board meeting agendas in an effort to streamline the process for items that meet the Board approval threshold. Specific items requiring approval, if any, will be provided by Supplemental Memorandum. If there are no items, a Supplemental Memorandum will not be attached.

APPROVAL:
ACA
CA

BACKGROUND/RELATED STRATEGIC GOAL:

This item serves as a placeholder for items that meet the threshold for Board approval for: (a) construction contracts valued at $1,000,000 or greater, (b) Consultant Competitive Negotiations Act (CCNA) contracts valued at $200,000 or greater, and (c) contract change orders or amendments that meet the thresholds above and cumulatively increase the original contract value by 10 percent or more.

In accordance with the Martin County Purchasing Manual, Section 17.5.1 and Section 19.3.B, approved by the Board on December 4, 2012, contracts and change orders that are to be awarded by the Board will be presented to the Board on the Consent Agenda on their regularly scheduled meetings.

ISSUES:

None.

LEGAL SUFFICIENCY REVIEW:

Items requiring approval provided via Supplemental Memorandum.

RECOMMENDED ACTION:

RECOMMENDATION
Provided by Supplemental Memorandum.

ALTERNATIVE RECOMMENDATIONS
Pull this item from the Consent Agenda.

FISCAL IMPACT:

RECOMMENDATION
Provided by Supplemental Memorandum. No items will be brought forward unless there is funding available within the CIP, department budget, or reserves.

ALTERNATIVE RECOMMENDATIONS
None.

DOCUMENT(S) REQUIRING ACTION:

☐ Budget Transfer / Amendment		☐ Chair Letter	☐ Contract / Agreement
☐ Grant / Application	☐ Notice	☐ Ordinance	☐ Resolution
☐ Other:			

ROUTING:

_ ADM	_ BLD	_ CDD	_ COM	_ ENG	_ FRD	_ GMD
_ GSD	_ ITS	_ LIB	_ MCA	_ MPO	_ PRD	_ USD

BCC MEETING DATE: September 1, 2015
AGENDA ITEM: 4B1

MARTIN COUNTY, FLORIDA
SUPPLEMENTAL MEMORANDUM

TO: Honorable Members of the Board of County Commissioners **DATE:** August 26, 2015

VIA: Taryn Kryzda
County Administrator

FROM: Nicole Carey
Purchasing Manager

SUBJECT: Items Related to Construction and Consultant Competitive Negotiation Act (CCNA) Items Which Meet the Threshold for Board Approval

1. Authority to Award a Construction Contract Valued at $1 Million or More

In accordance with the Board's Fiscal Policy (Procurement Delegation) and the Purchasing Manual, Section 17.5.1, Construction Contract Award, construction contracts valued at $1 million or more require approval by the Board.

a. **Runway 12-30 Rehabilitation** - Full length rehabilitation of Runway 12-30 to include 1 inch milling and 2 inches overlay with FAA P-401 Hot Mix Bituminous Surface Course. Project also includes application of FAA P-627 rejuvenator to existing shoulder pavement per Federal Aviation Administration (FAA) Specifications and full runway pavement marking.

Three (3) bids were received on March 18, 2015.

Ranger Construction	$ 1,558,144.40
Lawrence-Lynch Corp	$ 1,844,555.72
Community Asphalt Corp	$ 1,907,467.85

Fiscal Impact: Project is in the adopted FY 2015 Capital Improvement Plan (CIP) and is funded by grants from the Federal Aviation Administration (FAA), Florida Department of Transportation (FDOT) and Airport funds.

Recommended Action: Motion to award bid to lowest, responsive and responsible bidder, Ranger Construction in the amount of $1,558,144.40.

b. **Water & Wastewater Plant Construction Services** – General construction and repairs services at water and wastewater plant facilities as needed. These are generally emergency type repairs under $200,000 and include:

- Underground and aboveground pipe installation. Pipelines may be pressurized or gravity. Materials may be concrete, plastic, ductile iron, cast iron, stainless steel, etc. Sizes may be from ½" diameter up to several feet in diameter.
- Miscellaneous structural work including small building foundations, slabs, containment walls, etc.
- Interior and exterior building construction and modifications

- Industrial coatings
- Piping modifications
- Metal work, welding and/or fabrication, etc.
- Installation and replacement of pumps, valves, slide gates, blowers, aeration basin diffusers, grinders, bio-filter media, chemical feed equipment and piping, or other water/wastewater related equipment.
- Demolition of water and wastewater related processes.

The maximum total value of this contract to all contractors combined shall not exceed $5 million over the life of the contract. The contract shall terminate when the cumulative expenses reach $5 million or at 5 years, whichever comes first. The County makes no guarantee that any or all of the $5 million will be expended. The contract allows for termination for cause or convenience at any time.

Ten (10) general contractors that specialize in this type of work responded to a request for bids (RFB) for unit prices to be applied to work orders as needed. A bid tabulation and bid award scenario are attached.

Fiscal Impact: Funding for individual projects is available in the Capital Improvement Plan (CIP), Utilities operating budget or will be identified as projects arise.

Recommended Action: Motion to award continuing service contracts to:

- RJ Sullivan
- Wharton Smith
- TLC
- Pool & Kent
- Florida Design Drilling

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 Design Drilling, Corp, a Florida Company, 7733 Hooper Road, West Palm Beach, Fl. 33411 Telephone No. (561) 844-2966 Fax No. (561) 844-2967, 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:

The City will issue a Solicitation for each project for The Construction Services for Water and Wastewater Treatment Facilities. A separate contract will be executed for each project to the awarded contractor.

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:

Florida Design Drilling, Corporation
7733 Hooper Road
West Palm Beach, Fl. 33411
Telephone: (561) 844 2966 Fax: (561) 844 2967
Email: jeff@fldrilling.com

SECTION II
DESCRIPTION OF SERVICES TO BE PROVIDED

The specific work that the Contractor has agreed to perform for #20160063, **Construction Services for Water and Wastewater Treatment Facilities** will be stated within the contract for each project awarded from this contract.

Scope of Work: General construction services for water and wastewater treatment facilities on an as needed basis. Any one project shall not exceed $1,000,000.00. The individual projects will be based on a lump sum or time and expense basis. The work for this project includes, but not limited to:

- Underground and aboveground pipe installation. Pipeline may be pressurized or gravity.
- Miscellaneous structural work including small buildings foundations, slabs, containment walls, etc.
- Interior and Exterior building construction and modifications
- Industrial coatings
- Piping modifications
- Metal work, welding and/or fabrication, etc.
- Installation and replacement of pumps, valves, slide gates, blower's aeration basin diffusers, grinders, bio-filter media, chemical feed equipment and piping, or other water/wastewater related equipment.
- Demolition of water and wastewater related processes
- Construct of Cat-walks

Hours of Service - The standard hours of work allowed in the City of Port St. Lucie's are from 8:00 a.m. to 5:00 p.m. 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 start March 1, 2016 and will terminate on September 1, 2018, thirty (30) 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
RENEWAL OPTION

This Contract is for thirty (30) months with the option of two, twelve (12) month renewals. In the event Consultant offers in writing at least three (3) months prior to the termination of this Contract, to provide the identical services required in this Contract for the following thirty months, and the City agrees that said services are required and that the cost is acceptable, then the City, without additional bidding, negotiation or City Council action, may, with the mutual agreement of the Consultant, extend this Contract one (2) times. Contract is contingent upon satisfactory performance evaluations by the City and subject to availability of funds.

SECTION V
COMPENSATION

The total amount to be paid by the City to the Contractor is on a lump sum or time and expense listed below, plus a one-time ten-dollar ($10.00) payment for indemnification as provided in Section VIII herein.

Description	Unit	Cost
Project Superintendent	Hour	$85.00
Project Manager	Hour	$110.00
Forman	Hour	$65.00
General Laborer (1 man crew)	Hour	$32.00
General Laborers (2 man crew)	Hour	$64.00
General Laborers (3 man crew)	Hour	$96.00
Electrical Control Panel	Hour	$130.00
Electrician	Hour	$65.00
Mason	Hour	$32.00
Mechanic	Hour	$60.00
Heavy Equipment Operator	Hour	$55.00

Administrative/Clerical	Hour	$80.00
Material Markup	%	12%

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-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-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 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.

Adjustments to Unit Pricing: This contract allows for an annual price redetermination based on the U.S. Department of Labor, Bureau of Labor Statistics, and Consumer Price Index – Urban Wage Earners and Clerical Workers (CPI-U), U.S. City Average-All Items. Consumer Price Index Website: http://www.bls.gov/news.release/cpi.t01.htm

If the Contractor is requesting an adjustment, it must be made in writing at least sixty (60) days prior to the anniversary of the Effective Date, and must include in the written request documentation that the Contractor has incurred bona fide cost increases in providing services under this Contract during the year in which the request is made. The City will not allow contract adjustments, up or down, to exceed five (5%) combined total in any one contract year.

The CPI can be found on the web at http://www.bls.gov/cpi/home.htm.

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

N/A

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 #20160063 – Construction Services for Water and Wastewater Treatment Facilities 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: The Contractor, if required, 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 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).

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. Will be determined per project.

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.

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 Florida Design Drilling, Corporation

_____
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*)

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 Poole & Kent Company of Florida, 1781 NW North River Drive, Miami, Fl. 33125 Telephone No. (305) 325-1930 Fax No. (305) 324-0522, 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:

The City will issue a Solicitation for each project for The Construction Services for Water and Wastewater Treatment Facilities. A separate contract will be executed for each project to the awarded contractor.

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:

Stephen Polk
Poole & Kent Company of Florida
1781 NW North River Drive
Miami, Florida 33125
Telephone: (305) 325-1930 Fax: (305) 324-0522
Email: stephenp@pkflorida.com

SECTION II
DESCRIPTION OF SERVICES TO BE PROVIDED

The specific work that the Contractor has agreed to perform for #20160063, **Construction Services for Water and Wastewater Treatment Facilities** will be stated within the contract for each project awarded from this contract.

Scope of Work: General construction services for water and wastewater treatment facilities on an as needed basis. Any one project shall not exceed $1,000,000.00. The individual projects will be based on a lump sum or time and expense basis. The work for this project includes, but not limited to:

- Underground and aboveground pipe installation. Pipeline may be pressurized or gravity.
- Miscellaneous structural work including small buildings foundations, slabs, containment walls, etc.
- Interior and Exterior building construction and modifications
- Industrial coatings
- Piping modifications
- Metal work, welding and/or fabrication, etc.
- Installation and replacement of pumps, valves, slide gates, blower's aeration basin diffusers, grinders, bio-filter media, chemical feed equipment and piping, or other water/wastewater related equipment.
- Demolition of water and wastewater related processes
- Construct of Cat-walks

Hours of Service - The standard hours of work allowed in the City of Port St. Lucie's are from 8:00 a.m. to 5:00 p.m. 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 start March 1, 2016 and will terminate on September 1, 2018, thirty (30) 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
RENEWAL OPTION

This Contract is for thirty (30) months with the option of two, twelve (12) month renewals. In the event Consultant offers in writing at least three (3) months prior to the termination of this Contract, to provide the identical services required in this Contract for the following thirty months, and the City agrees that said services are required and that the cost is acceptable, then the City, without additional bidding, negotiation or City Council action, may, with the mutual agreement of the Consultant, extend this Contract one (2) times. Contract is contingent upon satisfactory performance evaluations by the City and subject to availability of funds.

SECTION V
COMPENSATION

The total amount to be paid by the City to the Contractor is on a lump sum or time and expense listed below, plus a one-time ten-dollar ($10.00) payment for indemnification as provided in Section VIII herein.

Description	Unit	Cost
Project Superintendent	Hour	$65.00
Project Manager	Hour	$68.00
Forman	Hour	$62.00
General Laborer (1 man crew)	Hour	$28.00
General Laborers (2 man crew)	Hour	$56.00
General Laborers (3 man crew)	Hour	$84.00
Electrical Control Panel	Hour	$130.00
Electrician	Hour	$60.00
Mason	Hour	$45.00
Mechanic	Hour	$60.00
Heavy Equipment Operator	Hour	$55.00
Administrative/Clerical	Hour	$40.00
Material Markup	%	12%

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-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-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 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.

Adjustments to Unit Pricing: This contract allows for an annual price redetermination based on the U.S. Department of Labor, Bureau of Labor Statistics, and Consumer Price Index – Urban

Wage Earners and Clerical Workers (CPI-U), U.S. City Average-All Items. Consumer Price Index Website: http://www.bls.gov/news.release/cpi.t01.htm

If the Contractor is requesting an adjustment, it must be made in writing at least sixty (60) days prior to the anniversary of the Effective Date, and must include in the written request documentation that the Contractor has incurred bona fide cost increases in providing services under this Contract during the year in which the request is made. The City will not allow contract adjustments, up or down, to exceed five (5%) combined total in any one contract year.

The CPI can be found on the web at http://www.bls.gov/cpi/home.htm.

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

N/A

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 #20160063 – Construction Services for Water and Wastewater Treatment Facilities 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: The Contractor, if required, 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 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).

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. Will be determined per project.

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.

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 Poole & Kent Company of Florida

_____
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*)

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 TLD Diversified, Inc. a Florida Company, 2719 17th Street E, Palmetto, Fl. 34221 Telephone No. (561) 478-2025 Fax No. (561) 478-7159, 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:

The City will issue a Solicitation for each project for The Construction Services for Water and Wastewater Treatment Facilities. A separate contract will be executed for each project to the awarded contractor.

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:

John Monaco
TLC Diversified, Inc.
2719 17th Street E
Palmetto, Fl. 34221
Telephone: (561) 478-2025 Fax: (561) 478-7159
Email: jmonaco@tlcdiv.com

SECTION II
DESCRIPTION OF SERVICES TO BE PROVIDED

The specific work that the Contractor has agreed to perform for #20160063, **Construction Services for Water and Wastewater Treatment Facilities** will be stated within the contract for each project awarded from this contract.

Scope of Work: General construction services for water and wastewater treatment facilities on an as needed basis. Any one project shall not exceed $1,000,000.00. The individual projects will be based on a lump sum or time and expense basis. The work for this project includes, but not limited to:

- Underground and aboveground pipe installation. Pipeline may be pressurized or gravity.
- Miscellaneous structural work including small buildings foundations, slabs, containment walls, etc.
- Interior and Exterior building construction and modifications
- Industrial coatings
- Piping modifications
- Metal work, welding and/or fabrication, etc.
- Installation and replacement of pumps, valves, slide gates, blower's aeration basin diffusers, grinders, bio-filter media, chemical feed equipment and piping, or other water/wastewater related equipment.
- Demolition of water and wastewater related processes
- Construct of Cat-walks

Hours of Service - The standard hours of work allowed in the City of Port St. Lucie's are from 8:00 a.m. to 5:00 p.m. 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 start March 1, 2016 and will terminate on September 1, 2018, thirty (30) 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
RENEWAL OPTION

This Contract is for thirty (30) months with the option of two, twelve (12) month renewals. In the event Consultant offers in writing at least three (3) months prior to the termination of this Contract, to provide the identical services required in this Contract for the following thirty months, and the City agrees that said services are required and that the cost is acceptable, then the City, without additional bidding, negotiation or City Council action, may, with the mutual agreement of the Consultant, extend this Contract one (2) times. Contract is contingent upon satisfactory performance evaluations by the City and subject to availability of funds.

SECTION V
COMPENSATION

The total amount to be paid by the City to the Contractor is on a lump sum or time and expense listed below, plus a one-time ten-dollar ($10.00) payment for indemnification as provided in Section VIII herein.

Description	Unit	Cost
Project Superintendent	Hour	$100.00
Project Manager	Hour	$139.00
Forman	Hour	$75.00
General Laborer (1 man crew)	Hour	$41.00
General Laborers (2 man crew)	Hour	$82.00
General Laborers (3 man crew)	Hour	$123.00
Electrical Control Panel	Hour	$125.00
Electrician	Hour	$55.00
Mason	Hour	$35.00
Mechanic	Hour	$47.00
Heavy Equipment Operator	Hour	$47.00
Administrative/Clerical	Hour	$25.00
Material Markup	%	10%

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-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-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 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.

Adjustments to Unit Pricing: This contract allows for an annual price redetermination based on the U.S. Department of Labor, Bureau of Labor Statistics, and Consumer Price Index – Urban

Wage Earners and Clerical Workers (CPI-U), U.S. City Average-All Items. Consumer Price Index Website: http://www.bls.gov/news.release/cpi.t01.htm

If the Contractor is requesting an adjustment, it must be made in writing at least sixty (60) days prior to the anniversary of the Effective Date, and must include in the written request documentation that the Contractor has incurred bona fide cost increases in providing services under this Contract during the year in which the request is made. The City will not allow contract adjustments, up or down, to exceed five (5%) combined total in any one contract year.

The CPI can be found on the web at http://www.bls.gov/cpi/home.htm.

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

N/A

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 #20160063 – Construction Services for Water and Wastewater Treatment Facilities 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: The Contractor, if required, 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 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).

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. Will be determined per project.

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.

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 TLC Diversified, 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*)

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 Wharton-Smith, Inc., a Florida Company, 125 W. Indiantown Road Suite 201, Jupiter, Fl. 33458 Telephone No. (407) 321-8410Fax No. (407) 320-1779, 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:

The City will issue a Solicitation for each project for The Construction Services for Water and Wastewater Treatment Facilities. A separate contract will be executed for each project to the awarded contractor.

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:

Wharton-Smith, Inc.
125 W. Indiantown Road, Suite 201
Jupiter, Fl. 33458
Telephone: (407) 321-8410 Fax: (407) 320-1779
Email: gwilliams@whartonsmith.com

SECTION II
DESCRIPTION OF SERVICES TO BE PROVIDED

The specific work that the Contractor has agreed to perform for #20160063, **Construction Services for Water and Wastewater Treatment Facilities** will be stated within the contract for each project awarded from this contract.

Scope of Work: General construction services for water and wastewater treatment facilities on an as needed basis. Any one project shall not exceed $1,000,000.00. The individual projects will be based on a lump sum or time and expense basis. The work for this project includes, but not limited to:

- Underground and aboveground pipe installation. Pipeline may be pressurized or gravity.
- Miscellaneous structural work including small buildings foundations, slabs, containment walls, etc.
- Interior and Exterior building construction and modifications
- Industrial coatings
- Piping modifications
- Metal work, welding and/or fabrication, etc.
- Installation and replacement of pumps, valves, slide gates, blower's aeration basin diffusers, grinders, bio-filter media, chemical feed equipment and piping, or other water/wastewater related equipment.
- Demolition of water and wastewater related processes
- Construct of Cat-walks

Hours of Service - The standard hours of work allowed in the City of Port St. Lucie's are from 8:00 a.m. to 5:00 p.m. 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 start March 1, 2016 and will terminate on September 1, 2018, thirty (30) 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
RENEWAL OPTION

This Contract is for thirty (30) months with the option of two, twelve (12) renewals. In the event Consultant offers in writing at least three (3) months prior to the termination of this Contract, to provide the identical services required in this Contract for the following thirty months, and the City agrees that said services are required and that the cost is acceptable, then the City, without additional bidding, negotiation or City Council action, may, with the mutual agreement of the Consultant, extend this Contract one (2) times. Contract is contingent upon satisfactory performance evaluations by the City and subject to availability of funds.

SECTION V
COMPENSATION

The total amount to be paid by the City to the Contractor is on a lump sum or time and expense listed below, plus a one-time ten-dollar ($10.00) payment for indemnification as provided in Section VIII herein.

Description	Unit	Cost
Project Superintendent	Hour	$85.00
Project Manager	Hour	$110.00
Forman	Hour	$55.00
General Laborer (1 man crew)	Hour	$30.00
General Laborers (2 man crew)	Hour	$60.00
General Laborers (3 man crew)	Hour	$90.00
Electrical Control Panel	Hour	$130.00
Electrician	Hour	$55.00
Mason	Hour	$45.00
Mechanic	Hour	$65.00
Heavy Equipment Operator	Hour	$50.00
Administrative/Clerical	Hour	$22.00
Material Markup	%	10%

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-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-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 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.

Adjustments to Unit Pricing: This contract allows for an annual price redetermination based on the U.S. Department of Labor, Bureau of Labor Statistics, and Consumer Price Index – Urban

Wage Earners and Clerical Workers (CPI-U), U.S. City Average-All Items. Consumer Price Index Website: http://www.bls.gov/news.release/cpi.t01.htm

If the Contractor is requesting an adjustment, it must be made in writing at least sixty (60) days prior to the anniversary of the Effective Date, and must include in the written request documentation that the Contractor has incurred bona fide cost increases in providing services under this Contract during the year in which the request is made. The City will not allow contract adjustments, up or down, to exceed five (5%) combined total in any one contract year.

The CPI can be found on the web at http://www.bls.gov/cpi/home.htm.

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

N/A

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 #20160063 – Construction Services for Water and Wastewater Treatment Facilities 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: The Contractor, if required, 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 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).

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. Will be determined per project.

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.

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 Wharton-Smith, 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*)

COUNCIL ITEM 14A
DATE 2/22/16

MEMORANDUM

TO: MAYOR, CITY COUNCIL, AND CITY MANAGER

FROM: RON BOWEN, COUNCILMAN RBW

SUBJECT: EXCUSED ABSENCE

DATE: 2/17/2016

This memo serves to request an excused absence from the Special City Council meeting on February 16, 2016. I was unable to attend due to having to be out of town for an obligated meeting.

Thank you,

RB/cf

RECEIVED
FEB 17 2016
CITY MANAGER'S OFFICE