"A City for All Ages"

CITY OF PORT ST. LUCIE, FLORIDA

AGENDA

City Council Meeting

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

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

Mayor and City Council

Gregory J. Oravec, Mayor

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

Administration

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

NOTICE OF COUNCIL MEETINGS AND AGENDAS

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

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

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

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

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

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

1. **MEETING CALLED TO ORDER**

2. **ROLL CALL**

3. **INVOCATION & PLEDGE OF ALLEGIANCE**

4. **PROCLAMATIONS AND SPECIAL PRESENTATIONS**

5. **PUBLIC TO BE HEARD**

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

7. **APPROVAL OF CONSENT AGENDA**

   A. **APPROVAL OF MINUTES**

   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 PERIOD, SIGNS SCHEDULED TO BE PLACED JULY 18, 2016, THROUGH AUGUST 1, 2016, CITY MANAGER

   C. **IMAGINE NAU CHARTER SCHOOL,** REQUEST FOR CITY SPONSORSHIP FOR THE SOLE PURPOSE OF LOCATING TEMPORARY SIGNAGE WITHIN THE CITY'S RIGHTS-OF-WAYS FOR THEIR OPEN ENROLLMENT PERIOD, SIGNS SCHEDULED TO BE PLACED JULY 25, 2016, THROUGH AUGUST 5, 2016, CITY MANAGER

   D. **DECLARATION OF UNITY OF TITLE,** LANNY ALLEN LUJACK, TO COMBINE LOTS 12 AND 13, BLOCK 1978, PORT ST LUCIE SECTION 19, TO ALLOW THE OWNER TO COMBINE THE LOTS INTO ONE PARCEL, LEGAL DEPARTMENT

E. **DECLARATION OF UNITY OF TITLE,** JEFFREY FLORIO, TO COMBINE LOTS 26 AND 27, BLOCK 3251, FIRST REPLAT IN PORT ST LUCIE SECTION 48, TO ALLOW THE OWNER TO COMBINE THE LOTS INTO ONE PARCEL, LEGAL DEPARTMENT

F. **SUNSHINE LAND DESIGN, INC.,** PARKING LOT REPAIRS AT SPORTSMAN'S PARK, #20160088, $22,000 PLUS A ONE-TIME $10 INDEMNIFICATION FEE, CONTRACT PERIOD IS FOR 30 CALENDAR DAYS WITH NO OPTION TO RENEW, PROCUREMENT MANAGEMENT DEPARTMENT

G. **SURPLUS ASSETS FOR PUBLIC AUCTION,** DECLARATION AND AUTHORIZATION FOR SALE BY PUBLIC AUCTION CONDUCTED BY **THE PUBLIC GROUP, LLC**, #20160151, PROCUREMENT MANAGEMENT DEPARTMENT

H. **FLORIDA HOUSING FINANCE CORPORATION,** HARDEST HIT FUND (HHF) PROGRAM, THIRD AMENDMENT TO CONTRACT #2010-07-02-045, TO ADD STATUTORILY REQUIRED LANGUAGE TO THE ORIGINAL CONTRACT AND EXTEND THE TERM OF THE CONTRACT BY ONE YEAR, COMMUNITY SERVICES DEPARTMENT

I. **MWI CORPORATION,** AMENDMENT #1, BLACKWELL PUMP STATION MODIFICATIONS & FOUR NEW JOHN DEERE ENGINES, #20150077, $41,727, FOR A NEW CONTRACT TOTAL OF $915,405, PLUS THE ADDITION OF 65 CALENDAR DAYS FOR A NEW CONTRACT PERIOD OF 245 CALENDAR DAYS WITH NO OPTION TO RENEW, PROCUREMENT MANAGEMENT DEPARTMENT

J. **ST LUCIE COUNTY CHAMBER OF COMMERCE,** REQUEST FOR CITY SPONSORSHIP FOR THE SOLE PURPOSE OF LOCATING TEMPORARY SIGNAGE WITHIN THE CITY'S RIGHTS-OF-WAYS FOR THEIR ANNUAL AUCTION AND EXPO, SIGNS SCHEDULED TO BE PLACED JULY 13, 2016, THROUGH JULY 27, 2016, CITY MANAGER

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

A. **ORDINANCE 16-36,** AN ORDINANCE AUTHORIZING THE ISSUANCE OF NOT TO EXCEED $140,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF CITY OF PORT ST. LUCIE, FLORIDA SPECIAL ASSESSMENT REFUNDING BONDS, SERIES 2016 (SOUTHWEST ANNEXATION SPECIAL ASSESSMENT DISTRICT NO. 1) TO REFUND ALL OF THE CITY'S OUTSTANDING SPECIAL ASSESSMENT BONDS, SERIES 2007B (SOUTHWEST ANNEXATION SPECIAL ASSESSMENT DISTRICT NO. 1), IN ORDER TO ACHIEVE DEBT SERVICE SAVINGS AND TO RESTRUCTURE THE CITY'S SPECIAL ASSESSMENT DEBT; PLEDGING THE HEREIN DESCRIBED PLEDGED REVENUES TO SECURE THE PAYMENT OF THE PRINCIPAL OF, REDEMPTION PREMIUM, IF ANY, AND INTEREST ON SUCH BONDS; PROVIDING FOR A COVENANT TO BUDGET AND APPROPRIATE FROM THE CITY'S LEGALLY AVAILABLE NON-AD VALOREM REVENUES AMOUNTS NECESSARY FOR THE PAYMENT OF DEBT SERVICE ON SUCH BONDS AND/OR TO FUND

DEFICIENCIES IN THE DEBT SERVICE RESERVE ACCOUNT TO THE EXTENT OTHER AMOUNTS PLEDGED THEREFOR ARE INSUFFICIENT; PROVIDING FOR CERTAIN RIGHTS OF THE HOLDERS OF SUCH BONDS; AND PROVIDING AN EFFECTIVE DATE.

B. **ORDINANCE 16-37,** AN ORDINANCE AMENDING THE 2015-16 BUDGET OF THE CITY OF PORT ST. LUCIE, FLORIDA, BY INSERTING THEREIN A SCHEDULE CONSISTING OF SEVEN (7) PAGES, ATTACHED HERETO AND DESIGNATED AS 2015-16 BUDGET AMENDMENT NO. 2; THE SAID SCHEDULE PROVIDES FOR AN INCREASE AND/OR DECREASE IN APPROPRIATIONS IN THE VARIOUS LINE ITEMS; AND PROVIDING FOR AN EFFECTIVE DATE.

C. **ORDINANCE 16-38,** AN ORDINANCE OF THE CITY OF PORT ST. LUCIE, FLORIDA, AMENDING THE PORT ST. LUCIE CODE OF ORDINANCES BY PROVIDING AMENDMENT TO CHAPTER 163 – MODEL HOMES; PROVIDING THE INVALIDITY OF ANY PORTION SHALL NOT AFFECT THE REMAINING PORTIONS OF THIS ORDINANCE; PROVIDING FOR AN EFFECTIVE DATE.

D. **ORDINANCE 16-39,** AN ORDINANCE TO REZONE 3.85 ACRES OF PROPERTY LOCATED ON THE SOUTH WEST CORNER OF NW ST. JAMES DRIVE AND NW PEACHTREE BOULEVARD FROM GU (GENERAL USE) TO CG (GENERAL COMMERCIAL) FOR A PROJECT KNOWN AS CALVARY CHAPEL PSL P16-068; PROVIDING FOR AN EFFECTIVE DATE.

E. **ORDINANCE 16-40,** AN ORDINANCE TO REZONE .55 ACRES OF PROPERTY LEGALLY DESCRIBED AS LOTS 13 AND 14, BLOCK 626, SECTION 13, AND LOCATED ON THE NORTHEAST CORNER OF MACEDO BOULEVARD AND VOLTAIR TERRACE; FROM RS-2 (SINGLE FAMILY RESIDENTIAL) TO CS (SERVICE COMMERCIAL) FOR A PROJECT KNOWN AS AMERICAN PERSONAL STORAGE (P16-052); PROVIDING FOR AN EFFECTIVE DATE.

F. **ORDINANCE 16-41,** AN ORDINANCE SUPPLEMENTING ORDINANCE NO. 94-34 OF THE CITY OF PORT ST. LUCIE, FLORIDA (THE "HOME RULE ASSESSMENT ORDINANCE"), DULY PASSED AND APPROVED ON JULY 25, 1994, AND ENTITLED "AN ORDINANCE RELATING TO SPECIAL ASSESSMENTS; PROVIDING FOR THE LEVY OF ASSESSMENTS TO PAY ALL OR PART OF THE COST OF CAPITAL PROJECTS WITHIN THE CITY; AUTHORIZING THE ISSUANCE BY THE CITY OF OBLIGATIONS PAYABLE FROM SUCH ASSESSMENTS AND OTHER FUNDS OF THE CITY LEGALLY AVAILABLE FOR SUCH PURPOSE; AND PROVIDING AN EFFECTIVE DATE;" PROVIDING CITY COUNCIL WITH AUTHORITY TO AUTHORIZE A SPECIFIC EXCEPTION TO SECTION 5(C) OF THE HOME RULE ASSESSMENT ORDINANCE CONCERNING A LIMITATION THAT ASSESSMENTS MAY BE PAYABLE IN ANNUAL INSTALLMENTS OVER A PERIOD NOT TO EXCEED THIRTY (30) YEARS (HEREINAFTER THE "SPECIAL ASSESSMENT COLLECTION TERM"); PROVIDING AN EXCEPTION TO THE SPECIAL ASSESSMENT COLLECTION TERM FOR THE

SOUTHWEST ANNEXATION PROJECT NO. 1, AS REVISED PURSUANT TO RESOLUTION 10-R63 OF THE CITY OF PORT ST. LUCIE, FLORIDA, WHICH SUPPLANTED AND AMENDED RESOLUTION 07-R46 RELATING TO THE SOUTHWEST ANNEXATION SPECIAL ASSESSMENT DISTRICT NO. 1, SO THAT THE SOUTHWEST ANNEXATION PROJECT NO. 1 SPECIAL ASSESSMENTS MAY BE PAYABLE FOR AN EXTENDED TERM OF FIVE (5) YEARS WHEREBY SAID ASSESSMENTS ARE PAYABLE OVER A PERIOD NOT TO EXCEED THIRTY-FIVE (35) YEARS; AND PROVIDING AN EFFECTIVE DATE.

9. OTHER PUBLIC HEARINGS

10. FIRST READING OF ORDINANCES

A. **ORDINANCE 16-42,** AN ORDINANCE SUPPLEMENTING ORDINANCE 94-29 ENACTED ON JUNE 27, 1994, WHICH ORDINANCE 94-29 AUTHORIZED, AMONG OTHER THINGS, THE ISSUANCE FROM TIME TO TIME OF UTILITY SYSTEM REVENUE BONDS; AUTHORIZING THE ISSUANCE OF NOT TO EXCEED $250,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF CITY OF PORT ST. LUCIE, FLORIDA UTILITY SYSTEM REFUNDING REVENUE BONDS, SERIES 2016, THE PROCEEDS OF WHICH WILL BE USED TO REFUND ALL OF THE CITY'S OUTSTANDING UTILITY SYSTEM REFUNDING REVENUE BONDS, SERIES 2004A, UTILITY SYSTEM REVENUE BONDS, SERIES 2006, AND UTILITY SYSTEM REFUNDING REVENUE BONDS, SERIES 2006A AND A PORTION OF THE CITY'S OUTSTANDING UTILITY SYSTEM REFUNDING REVENUE BONDS, SERIES 2009 IN ORDER TO ACHIEVE DEBT SERVICE SAVINGS FOR THE CITY AND TO RESTRUCTURE THE CITY'S UTILITY SYSTEM DEBT; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION WITH THE ISSUANCE OF SUCH BONDS; AUTHORIZING A NEGOTIATED SALE OF SAID BONDS TO THE UNDERWRITERS DESCRIBED HEREIN; DELEGATING CERTAIN AUTHORITY TO THE CITY MANAGER FOR THE AUTHORIZATION, EXECUTION AND DELIVERY OF, AND APPROVING THE FORM OF, A BOND PURCHASE AGREEMENT WITH RESPECT THERETO AND THE APPROVAL OF THE TERMS AND DETAILS OF SUCH BONDS; ESTABLISHING A BOOK-ENTRY REGISTRATION SYSTEM FOR SUCH BONDS; PLEDGING CAPITAL FACILITIES CHARGES TO THE REPAYMENT OF SAID BONDS; APPOINTING THE BOND REGISTRAR FOR SAID BONDS; APPROVING THE FORM OF AND AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND THE EXECUTION AND DELIVERY OF AN OFFICIAL STATEMENT WITH RESPECT THERETO; AUTHORIZING THE EXECUTION AND DELIVERY OF AN ESCROW DEPOSIT AGREEMENT AND THE APPOINTMENT OF AN ESCROW AGENT THERETO; AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTINUING DISCLOSURE AGREEMENT; DELEGATING CERTAIN AUTHORITY TO THE CITY MANAGER WITH RESPECT TO THE PROCUREMENT OF MUNICIPAL BOND INSURANCE; AND PROVIDING AN EFFECTIVE DATE.

B. **ORDINANCE 16-43,** AN ORDINANCE OF THE CITY OF PORT ST. LUCIE, FLORIDA, AMENDING THE PORT ST. LUCIE CODE OF ORDINANCES BY

AMENDING SECTIONS 158.073 AND 158.076 OF THE ZONING CODE; PROVIDING THE INVALIDITY OF ANY PORTION SHALL NOT AFFECT THE REMAINING PORTIONS OF THIS ORDINANCE; PROVIDING AN EFFECTIVE DATE.

C. **ORDINANCE 16-44,** AN ORDINANCE AUTHORIZING THE CITY MANAGER OF THE CITY OF PORT ST. LUCIE TO ENTER INTO A FIRST AMENDMENT TO THE LEASE AGREEMENT BETWEEN THE CITY OF PORT ST. LUCIE AND THE SCHOOL BOARD OF ST. LUCIE COUNTY, FLORIDA; PROVIDING AN EFFECTIVE DATE.

D. **ORDINANCE 16-45,** AN ORDINANCE AUTHORIZING THE CITY MANAGER OF THE CITY OF PORT ST. LUCIE TO ENTER INTO A SECOND AMENDMENT TO THE LEASE AGREEMENT BETWEEN THE CITY OF PORT ST. LUCIE AND SOUTHWESTERN PORT ST. LUCIE LITTLE LEAGUE, INC.; PROVIDING AN EFFECTIVE DATE.

E. **ORDINANCE 16-46,** AN ORDINANCE AUTHORIZING THE RE-CONVEYANCE FROM THE CITY OF PORT ST. LUCIE TO TRADITION LAND COMPANY, LLC, AN IOWA LIMITED LIABILITY COMPANY, OF PREVIOUSLY DEDICATED ROAD RIGHTS OF WAY FOR TRADITION PARKWAY, WESTCLIFFE LANE AND THE SOUTHERN COLLECTOR ROAD, ALL FROM N/S "A" TO RANGE LINE ROAD, IN ACCORDANCE WITH CONDITION 12 OF THE AMENDED AND RESTATED DEVELOPMENT ORDER FOR THE WESTERN GROVE DRI, APPROVED AND ADOPTED AS RESOLUTION 16-R24 ON APRIL 25, 2016; PROVIDING AN EFFECTIVE DATE.

F. **ORDINANCE 16-47**, AN ORDINANCE AMENDING ARTICLE II OF CHAPTER 40, "NUISANCE ABATEMENT PROGRAM," OF THE CODE OF ORDINANCES OF THE CITY OF PORT ST. LUCIE, FLORIDA, BY AMENDING SECTION 40.21, "EMERGENCY ORDER," TO ALLOW FOR A DESIGNEE OF THE CITY COUNCIL TO MAKE A DETERMINATION THAT A NUISANCE IN VIOLATION OF CHAPTER 40 IS AN IMMEDIATE THREAT AND TO ALLOW FOR THE DESIGNEE TO ISSUE AN EMERGENCY ORDER TO IMMEDIATELY TERMINATE OR ABATE THE NUISANCE; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

11. **RESOLUTIONS**

A. **RESOLUTION 16-R42,** A RESOLUTION APPROVING THE LANDSCAPE MODIFICATION PLAN IN LIEU OF THE ARCHITECTURAL WALL FOR ARDALAN PEDIATRIC DENTISTRY (P16-053); WITHIN THE CITY OF PORT ST. LUCIE, FLORIDA; ON THE REQUEST OF ENGINEERING, DESIGN & CONSTRUCTION, INC.; AUTHORIZING THE MAYOR AND CITY CLERK TO COUNTERSIGN SAID PLAN; PROVIDING AN EFFECTIVE DATE.

B. **RESOLUTION 16-R43,** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA, AUTHORIZING THE ISSUANCE BY THE CITY OF PORT ST. LUCIE, FLORIDA OF NOT EXCEEDING

$140,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF ITS CITY OF PORT ST. LUCIE, FLORIDA SPECIAL ASSESSMENT REFUNDING BONDS, SERIES 2016 (SOUTHWEST ANNEXATION SPECIAL ASSESSMENT DISTRICT NO. 1) TO REFUND ALL OF THE CITY'S OUTSTANDING SPECIAL ASSESSMENT BONDS, SERIES 2007B (SOUTHWEST ANNEXATION SPECIAL ASSESSMENT DISTRICT NO. 1), IN ORDER TO ACHIEVE DEBT SERVICE SAVINGS AND TO RESTRUCTURE THE CITY'S SPECIAL ASSESSMENT DEBT; PLEDGING THE MONEYS RECEIVED BY THE CITY FROM SPECIAL ASSESSMENTS UPON REAL PROPERTY BENEFITED BY THE INFRASTRUCTURE CAPITAL IMPROVEMENTS THAT WERE FINANCED WITH PROCEEDS OF THE SERIES 2007B BONDS TO SECURE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS; COVENANTING TO BUDGET AND APPROPRIATE LEGALLY AVAILABLE NON-AD-VALOREM REVENUES TO MAKE UP ANY DEFICIENCIES IN THE RESERVE ACCOUNT IN THE EVENT THE SPECIAL ASSESSMENTS ARE INSUFFICIENT FOR SUCH PURPOSE; PROVIDING FOR THE RIGHTS OF THE HOLDERS OF SAID BONDS; MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS IN CONNECTION WITH SUCH BONDS; AUTHORIZING A NEGOTIATED SALE OF SAID BONDS; DELEGATING CERTAIN AUTHORITY TO THE CITY MANAGER FOR THE AUTHORIZATION, EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT WITH RESPECT THERETO, AND THE APPROVAL OF THE TERMS AND DETAILS OF SAID BONDS; ESTABLISHING A BOOK-ENTRY REGISTRATION SYSTEM FOR SUCH BONDS; APPOINTING THE PAYING AGENT AND REGISTRAR FOR SAID BONDS; AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND THE EXECUTION AND DELIVERY OF AN OFFICIAL STATEMENT WITH RESPECT TO SUCH BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF AN ESCROW DEPOSIT AGREEMENT AND THE APPOINTMENT OF AN ESCROW AGENT THERETO; AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTINUING DISCLOSURE AGREEMENT; DELEGATING CERTAIN AUTHORITY TO THE CITY MANAGER WITH RESPECT TO THE PROCUREMENT OF MUNICIPAL BOND INSURANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

C. **RESOLUTION 16-R44,** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA, APPROVING AND AUTHORIZING ACCEPTANCE OF PUBLIC PURPOSE QUIT CLAIM DEED FROM THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ("FDOT") CONVEYING CERTAIN PARCELS FOR USE AS CONSTRUCTION OFFICES AND FOR FUTURE RIGHT-OF-WAY AND ASSOCIATED IMPROVEMENTS FOR THE CROSSTOWN PARKWAY EXTENSION PROJECT; PROVIDING AN EFFECTIVE DATE.

D. **RESOLUTION 16-R45, PUBLIC HEARING,** A RESOLUTION OF THE CITY OF PORT ST. LUCIE, FLORIDA, RELATING TO THE RESIDENTIAL STREET LIGHTING WITHIN THE RESIDENTIAL STREET LIGHTING ASSESSMENT AREAS IN PORT ST. LUCIE, FLORIDA; ESTABLISHING THE ASSESSMENT RATE FOR RESIDENTIAL STREET LIGHTING SERVICES AGAINST ASSESSED PROPERTY LOCATED WITHIN THE

CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; AND PROVIDING AN EFFECTIVE DATE.

E. **RESOLUTION 16-R46, PUBLIC HEARING**, A RESOLUTION OF THE CITY OF PORT ST. LUCIE, FLORIDA, RELATING TO THE COLLECTION AND DISPOSAL OF SOLID WASTE IN THE CITY; ESTABLISHING THE ASSESSMENT RATE FOR SOLID WASTE SERVICE ASSESSMENTS AGAINST ASSESSED PROPERTY LOCATED WITHIN THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; AND PROVIDING AN EFFECTIVE DATE.

F. **RESOLUTION 16-R47,** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA, APPROVING AND AUTHORIZING ACCEPTANCE OF AN ACCESS AND UTILITIES EASEMENT TO BE MADE AND ENTERED INTO BY TRADITION OUTLET, LLC, A FLORIDA LIMITED LIABILITY COMPANY, TRADITION COMMERCIAL ASSOCIATION, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION AND THE CITY OF PORT ST. LUCIE, A FLORIDA MUNICIPAL CORPORATION, WITH CHRIST FELLOWSHIP CHURCH, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION JOINING IN THE EXECUTION OF THE EASEMENT; PROVIDING AN EFFECTIVE DATE.

G. **RESOLUTION 16-R48,** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA, RELATING TO THE LEVY OF SPECIAL ASSESSMENTS AGAINST THE LANDS AND REAL ESTATE WITHIN THE CITY SPECIALLY BENEFITTED BY CERTAIN STORMWATER, ROADWAY, WATER AND WASTEWATER IMPROVEMENTS, WHICH IS AN AREA KNOWN AS THE SOUTHWEST ANNEXATION SPECIAL ASSESSMENT DISTRICT NO. 1; SUPPLEMENTING AND AMENDING RESOLUTION 10-R63 OF THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA, ADOPTED ON AUGUST 23, 2010; ACCEPTING AN UPDATED ASSESSMENT ROLL WITH RESPECT TO THE SPECIAL ASSESSMENTS; PROVIDING FOR A PUBLIC HEARING AT WHICH THE CITY COUNCIL SHALL DETERMINE WHETHER TO UPDATE THE ASSESSMENT ROLL; PROVIDING FOR THE GIVING OF NOTICE TO ALL AFFECTED PROPERTY OWNERS; AND PROVIDING AN EFFECTIVE DATE.

12. UNFINISHED BUSINESS

13. NEW BUSINESS

A. **CITY OF PORT ST. LUCIE, FLORIDA VS. VACCINE AND GENE THERAPY INSTITUTE OF FLORIDA,** PURSUANT TO SECTION 286.011(8), FLORIDA STATUTES, THE INTERIM CITY ATTORNEY REQUESTS AN ATTORNEY/CLIENT SESSION WITH THE CITY COUNCIL TO DISCUSS THE ABOVE-REFERENCED PENDING LITIGATION, CASE NO. 2015-CA-000858, INTERIM CITY ATTORNEY

B. **FLORIDA NATIVE LAWN SERVICES, LLC,** MEDIAN AND RETENTION POND MOWING AND LANDSCAPE MAINTENANCE SERVICES – BECKER/GATLIN AREAS, #20160132, UNIT PRICE CONTRACT FOR $27 PER ACRE FOR MOWING AND $0.01 PER LINEAR FOOT OF EDGING, ESTIMATED ANNUAL COST OF $164,572.28 PLUS A ONE-TIME $10 INDEMNIFICATION FEE, CONTRACT PERIOD IS FOR 5 YEARS WITH A RENEWAL OPTION OF 1 ADDITIONAL 5 YEAR TERM, PROCUREMENT MANAGEMENT DEPARTMENT

C. **PROFESSIONAL SERVICES FOR ASSISTING THE CITY WITH REGULATORY COMPLIANCE FOR INJECTION WELLS,** APPROVE FIRMS SHORT LISTED BY EVALUATION COMMITTEE: #1, MCNABB HYDROGEOLOGIC CONSULTING, INC., #2 AECOM TECHNICAL SERVICES, #3 ARDAMAN & ASSOCIATES, INC., AND BEGIN NEGOTIATIONS WITH #1 RANKED FIRM, #20160104, PROCUREMENT MANAGEMENT DEPARTMENT

D. **APPOINTMENT OF THE VICE MAYOR,** MAYOR ORAVEC

14. **DETERMINATION OF EXCUSED ABSENCES**

15. **CITY MANAGER'S REPORT**

16. **COUNCILMEMBERS REPORT ON COMMITTEE ASSIGNMENTS**

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

18. **ADJOURN**

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

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

July Meeting Calendar

DATE	MEETING	TIME	LOCATION
7-11-16	Special City Council Meeting	6:00 p.m.	City Hall Complex Council Chambers Building A
7-11-16	Regular City Council Meeting	7:00 p.m.	City Hall Complex Council Chambers Building A
7-13-16	Special Magistrate Hearing	9:00 a.m.	City Hall Complex Council Chambers Building A
7-13-16	Office and Professional Employees International Union - Supervisors Meeting	9:30 a.m.	City Hall Complex Room 366 Building A
7-13-16	Office and Professional Employees International Union - Managers Meeting	1:30 p.m.	City Hall Complex Room 366 Building A
7-13-16	Site Plan Review Committee Meeting	1:30 p.m.	City Hall Complex Training Room Building B
7-14-16	Contractors' Examining Board Meeting	9:30 a.m.	City Hall Complex Council Chambers Building A
7-20-16	City Council & Staff Summer Retreat	8:30 a.m.	Community Center 2195 SE Airoso Blvd. Rooms B, C & D
7-20-16	Dangerous Dog Hearing	1:00 p.m.	City Hall Complex Council Chambers Building A
7-21-16	City Council & Staff Summer Retreat	8:30 a.m.	Community Center 2195 SE Airoso Blvd. Rooms B, C & D
7-25-16	Regular City Council Meeting	7:00 p.m.	City Hall Complex Council Chambers Building A
7-27-16	Special Magistrate Hearing	9:00 a.m.	City Hall Complex Council Chambers Building A
7-27-16	Site Plan Review Committee Meeting	1:30 p.m.	City Hall Complex Training Room Building B
7-29-16	Police Officer's Retirement Trust Fund Board Disability Hearing Continuation	10:30 a.m.	City Hall Complex Room 188 Building A
7-29-16	Special Police Officer's Retirement Trust Fund Board Meeting	1:00 p.m.	City Hall Complex Room 188 Building A

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

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

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager

FROM: Jasmin Padova, Executive Secretary

Agenda Item: Motion: Request by Cindi Tomaszewski, with Barnabas Christian academy requesting City Sponsorship of open enrollment.

Submittal Date: 7/1/2016

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

BACKGROUND: 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 July 18 thru August 1 2016

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 7/11/2016

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: 07/18/2016 to 08/01/2016

Contact Person: Cindi Tomaszewski

Phone: (772) 344-1643

Email: ctomaszewski@bcacares.org

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

Staff Recommendation: Approve 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
  - July 18, 2016 – August 1, 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
  - July 18, 2016 – August 1, 2016
- Number of signs to be placed in City right-of-ways
  - 100
- 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

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

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

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager

FROM: Jasmin Padova, Executive Secretary

Agenda Item: Motion: Request by Russell Ader, Assistant Principle at Imagine Nau Charter School requesting City Sponsorship of open enrollment.

Submittal Date: 6/29/2016

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 July 25 thru August 5 2016

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 7/11/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: Code compliance summary sheet
Letter from Russell Ader

Russell H. Ader
4402 SW Yamada Drive
Port St. Lucie, Florida 34953
6/7/16

Dear Jeff Bremer:

Greetings: I am the Assistant Principal of Imagine Nau Charter School. We would like to request special permission to place 60 signs in the City of Port St. Lucie to announce our open enrollment. The date range for the signs would be from 7/25/16 through 8/5/16. I have attached our valid tex-exemption under 501 (c)(3) and my contact information is listed below. I appreciate your time and consideration and if you need any additional information please do not hesitate to contact me.

Sincerely,

Russell H. Ader
Assistant Principal, Imagine Nau Charter School
Port St. Lucie, Florida 34953
(772) 237-8600
Russell.ader@imagineschools.org

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

Name of Organization: Imagine Nau Charter School

Location of Event: 4402 SW Yamada Drive

Number of Signs: 60

Date range of sign placement: 07/25/2016 to 08/05/2016

Contact Person: Russell Ader

Phone: (772)237-8600

Email: russell.ader@imagineschools.org

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

Staff Recommendation: Approve for Signs

---

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

City of Port St. Lucie
Code Compliance Division
121 S.W. Port St. Lucie Blvd, Bldg. B
Port St. Lucie, Fl. 34984
Phone: (772)871-5010
Fax: (772) 344-4181

Application for Special Event Sign

Please submit application to:
Specialeventpermits@cityofpsl.com

Name of Applicant Russell Ade Date 6/7/16

Address of Applicant 4402 SW Yamada Drive City Port St. Lucie State FL Zip 34953

Telephone number of Applicant (772)237-8600 Cell (954)644-9192 Email russell.ade@imagineschools.org

Name of Business/Organization Imagine New Charter School

Address of Business/Organization 4402 SW Yamada Drive Port St. Lucie FL, 34953

Purpose of sign: (Please check box that applies)

☑ Special Event Sign ($75) ☐ "Just Opened" Please circle one: Banner or Feather Flags (Free) ☐ Temporary Banner ($75)

Date(s) signs will be displayed 7/25/16 - 8/5/16

Signs must be removed within 48 hours after the event ** Initial** RA

No signs are allowed to be placed in St. Lucie West ** Initial ** RA

Will signs be located in Tradition? No If yes, permission from Tradition Development is needed (Page 3).

Number of signs/banners located in City Limits? 60

I have attached a detailed list of all sign/banner locations? RA

I have attached a drawing or picture of the sign(s) representing the dimensions of all signs/banners? RA

I have attached the wording of all signs/banners I will be placing out? RA

Responsible Agent for erecting and removing signs: Russell Ade / Imagine New Charter School

Phone Number (772)237-8600

Driver's License Number A-360-728-76-137-0 Attach Copy of DL with Application RA

If you are claiming non-profit status, proof of non-profit status must be attached with the application RA

***Signs MAY NOT be placed in the city right-of-way, which includes the swale, unless permission from the City Council is granted. If this application requires City Council approval, please submit it at the Code Compliance office at least 3 weeks before your sign display date.**

Once the application is accepted by our office, the applicant will be contacted within 5-7 business days of approval. **All permit fees are non-refundable**

I, Russell Ade, do hereby agree to follow all city rules and regulations in the installing and removal of all signs, further, I understand that a special event sign permit does not give me or my group/organization permission to violate the City of Port St. Lucie sign codes, ordinances of any law. I am also aware of the special event sign code and if I do not pick up my signs and/or place my approved signs where indicated or allowed it is a violation of City Ordinance and may be subject to forfeiture of bond or littering citations per sign. I agree to indemnify and hold harmless the City of Port St. Lucie against any and all causes of action related to my, my business', and/or my employees' participation in the above event, and/or any and all causes of action arising out of the location and manner of said participation. Use of the City Logo is not permitted without specific authorization and approval by the City.

ACKNOWLEDGEMENT THAT I HAVE READ "APPENDIX A"

Applicants Signature [signature] Date 6/7/16

Revised 02/17/2016

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

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

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager

FROM: Azlina Goldstein Siegel, Interim City Attorney AS

Agenda Item: Motion: Declaration of Unity of Title – LANNY ALLEN LUJACK to combine Lots 12 and 13, Block 1978, Port St. Lucie Section Nineteen

Submittal Date: **6/30/2016**

STRATEGIC PLAN LINK: PORT ST LUCIE MISSION PRINCIPALS B AND C, "RESPONSIVE TO THE COMMUNITY "AND "PLAN FOR SMART & BALANCED GROWTH"

BACKGROUND: As single family residential lots within the City were being developed, a concern arose involving the creation of non-conforming uses on those platted lots, such as an accessory use with no principle or primary use. A primary use would be the construction of a house on a single family residential lot. In contrast, an example of an accessory use would be the placement of a detached garage on a separate lot without joining the lots through an exemption from platting and therefore resulting in the creation of a nonconforming use of that second, separate lot that is under the same ownership.

Amending Section 158.006(A), entitled "Definitions," and Section 158.217(C)(1), entitled "Accessory Uses and Structures," of the City's Zoning Code via Ordinance 11-39 served to clarify what would be an acceptable accessory use on a lot and what the City requires in order to place a permanent structure, other than a fence, on that lot. Under the City's Zoning Code, as amended, temporary structures such as fences and items that are easily movable, in addition to certain permanent structures, are permissible accessory uses on a lot that is not developed with or primarily being used for a house provided that said lot is contiguous to the lot with the house and under the same ownership.

ANALYSIS: In accordance with the applicable City codes, rules and policies, the owner(s) of record, LANNY ALLEN LUJACK, desires to join the following lands described as Lots 12 and 13, Block 1978, Port St. Lucie Section Nineteen, so that the

subject property shall be considered as one plot or parcel of land, and that no portion thereof shall be sold, assigned, transferred, conveyed, devised, or mortgaged separately except in its entirety, as one plot or parcel of land. The attached Declaration of Unity of Title shall be executed by the owner(s) of record and recorded in the Public Records of St. Lucie County. Further, this condition, restriction and limitation on the use of the land in consideration of the issuance of a permit for the subject property shall be deemed a covenant running with the land until such time as the same is released in writing by the City of Port St. Lucie, or its successor, in accordance with the applicable rules, codes or ordinances of the City which are then in effect.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: The Declaration of Unity of Title was prepared by Interim City Attorney, Azlina Goldstein Siegel and is approved as to form.

STAFF RECOMMENDATION: Motion to approve.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 7/11/2016

LOCATION OF PROJECT: See attached map, Lots 12 and 13, Block 1978, Port St. Lucie Section Nineteen

ATTACHMENTS: Map and Declaration of Unity of Title

RECEIVED

JUL 0 1 2016

CITY MANAGER'S OFFICE

This instrument was prepared under the direction of:
Azlina Goldstein Siegel, Esq., Assistant City Attorney
Prepared by:
Nancy Hodde, Legal Secretary
CITY OF PORT ST. LUCIE
City Attorney's Office
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, FL 34984

(Space above this line reserved for recording office use only)

DECLARATION OF UNITY OF TITLE

KNOW ALL MEN BY THESE PRESENTS that the undersigned, LANNY ALLEN LUJACK, is the fee simple owner of the following described real property situated and being in the City of Port St. Lucie, Florida (the "Property"):

Lots 12 and 13, Block 1978, Port St. Lucie Section Nineteen, according to the plat thereof, as recorded in Plat Book 13, Page 19, of the Public Records of St. Lucie County, Florida.

WHEREAS, in consideration of the issuance of permit(s) for the Property and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned does hereby make the following declarations of conditions, limitations and restrictions on said lands, hereinafter to be known and referred to as a Declaration of Unity of Title, as to the following particulars:

1. That the said Property shall be considered as one plot or parcel of land, and that no portion thereof shall be sold, assigned, transferred, conveyed, devised, assigned, or mortgaged separately except in its entirety, as one plot or parcel of land.
2. That this condition, restriction and limitation is intended and shall constitute a restrictive covenant concerning the use, enjoyment and title to the Property described above, and shall be deemed a covenant running with the land, as provided by law, and shall remain in full force and effect, and be binding upon the undersigned, and the heirs, successors and assigns of the undersigned until such time as the same may be released in writing by the City of Port St. Lucie, or its successor, in accordance with the applicable rules, codes or ordinances of said City then in effect.
3. The undersigned also agrees that that this Declaration of Unity of Title shall be recorded in the Public Records of St. Lucie County, Florida.

NOW, THEREFORE, for good and valuable consideration, the undersigned does hereby declare that the undersigned will not convey or cause to be conveyed the title to the above-described Property without requiring the successor in title to abide by all terms and conditions set forth herein.

FURTHER, the undersigned agree(s) to indemnify, defend, and hold harmless the City of Port St. Lucie, its officials, officers, attorneys, consultants, agents and employees from and against all claims, damages, losses, and expenses, direct, indirect or consequential (including but not limited to fees and charges of attorneys and other professionals and court and/or arbitration costs) arising out of or resulting, in whole or in part, from

the undersigned's execution of this Declaration of Unity of Title. Moreover, the undersigned agree(s) that nothing in this indemnification and hold harmless provision shall be considered to increase or otherwise waive any limits of liability, or to waive any immunity, as established by Florida Statutes, case law, or any other source of applicable governing law afforded to the City of Port St. Lucie.

IN WITNESS WHEREOF, the undersigned has/have caused the hand(s) and seal(s) of the undersigned to be affixed hereto on this _____ day of _____, 2016.

Signed, sealed and delivered in the presence of:

WITNESSES

_____
Print Name:_____

_____
Print Name:_____
Witness

OWNER(S)

_____
Print Name: LANNY ALLEN LUJACK

NOTARIZATION AS TO OWNER(S)' EXECUTION

STATE OF FLORIDA)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by LANNY ALLEN LUJACK, who is [ ] personally known to me, or who has [ ] produced the following identification _____ to be the person who executed the foregoing instrument.

_____(Seal)

_____
Print Name of Notary Public
Notary Public, State of _____
My Commission expires _____

NOTARY SEAL/STAMP

N

Unity of Title- Lujack

Lots 12 and 13, Block 1978

Map produced by the City of Port St Lucie City Council Map Generator Website on: 6/10/2016

Scale:

0 0.005 0.01 0.02

mi

SW DEVERA AVE
SW DIMPERIO AVE
SW GLASTONBERRY AVE
SW STONY AVE
SW OTTAWA ST
SW MASILUNAS ST
SW CHERRON ST
SW CHAFFIN ST
SW RIDLEY ST
1981
1980
1978
1961
1903
1964
Parcel: 342059020420003
Acreage: 0.48
Calvin Baggs
1489 SW STONY AVE
Sold: $100.00 Jan 21 2015

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

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

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager

FROM: Azlina Goldstein Siegel, Interim City Attorney

Agenda Item: Motion: Declaration of Unity of Title – Jeffrey Florio to combine Lots 26 and 27, Block 3251, First Replat in Port St. Lucie Section Forty-Eight

Submittal Date: 7/1/2016

STRATEGIC PLAN LINK: PORT ST LUCIE MISSION PRINCIPALS B AND C, "RESPONSIVE TO THE COMMUNITY "AND "PLAN FOR SMART & BALANCED GROWTH"

BACKGROUND: As single family residential lots within the City were being developed, a concern arose involving the creation of non-conforming uses on those platted lots, such as an accessory use with no principle or primary use. A primary use would be the construction of a house on a single family residential lot. In contrast, an example of an accessory use would be the placement of a detached garage on a separate lot without joining the lots through an exemption from platting and therefore resulting in the creation of a nonconforming use of that second, separate lot that is under the same ownership.

Amending Section 158.006(A), entitled "Definitions," and Section 158.217(C)(1), entitled "Accessory Uses and Structures," of the City's Zoning Code via Ordinance 11-39 served to clarify what would be an acceptable accessory use on a lot and what the City requires in order to place a permanent structure, other than a fence, on that lot. Under the City's Zoning Code, as amended, temporary structures such as fences and items that are easily movable, in addition to certain permanent structures, are permissible accessory uses on a lot that is not developed with or primarily being used for a house provided that said lot is contiguous to the lot with the house and under the same ownership.

ANALYSIS: In accordance with the applicable City codes, rules and policies, the owners of record, Jeffrey Florio desires to join the following lands described as Lots 26 and 27, Block 3521, First Replat in Port St. Lucie Section Forty-Eight, so that the

subject property shall be considered as one plot or parcel of land, and that no portion thereof shall be sold, assigned, transferred, conveyed, devised, or mortgaged separately except in its entirety, as one plot or parcel of land. The attached Declaration of Unity of Title shall be executed by the owners of record and recorded in the Public Records of St. Lucie County. Further, this condition, restriction and limitation on the use of the land in consideration of the issuance of a permit for the subject property shall be deemed a covenant running with the land until such time as the same is released in writing by the City of Port St. Lucie, or its successor, in accordance with the applicable rules, codes or ordinances of the City which are then in effect.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: The Declaration of Unity of Title was prepared by Interim City Attorney, Azlina Goldstein Siegel, and is approved as to form.

STAFF RECOMMENDATION: Motion to approve.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 7/11/2016

LOCATION OF PROJECT: See attached map, Lots 26 and 27, Block 3521, Port St. Lucie Section Forty-Eight

ATTACHMENTS: Map and Declaration of Unity of Title

RECEIVED

JUL 0 1 2016

CITY MANAGER'S OFFICE

This instrument was prepared under the direction of:
Azlina Goldstein Siegel, Interim City Attorney
Prepared by:
Nancy Hodde, Legal Secretary
CITY OF PORT ST. LUCIE
City Attorney's Office
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, FL 34984

(Space above this line reserved for recording office use only)

DECLARATION OF UNITY OF TITLE

KNOW ALL MEN BY THESE PRESENTS that the undersigned JEFFREY FLORIO, is the fee simple owner of the following described real property situated and being in the City of Port St. Lucie, Florida (the "Property"):

Lots 26 and 27, Block 3521, FIRST REPLAT IN PORT ST. LUCIE SECTION FORTY-EIGHT, according to the plat thereof, as recorded in Plat Book 26, at Pages 23, 23A through 23L, of the Public Records of St. Lucie County, Florida.

WHEREAS, in consideration of the issuance of permit(s) for the Property and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned do hereby make the following declarations of conditions, limitations and restrictions on said lands, hereinafter to be known and referred to as a Declaration of Unity of Title, as to the following particulars:

1. That the said Property shall be considered as one plot or parcel of land, and that no portion thereof shall be sold, assigned, transferred, conveyed, devised, assigned, or mortgaged separately except in its entirety, as one plot or parcel of land.
2. That this condition, restriction and limitation is intended and shall constitute a restrictive covenant concerning the use, enjoyment and title to the Property described above, and shall be deemed a covenant running with the land, as provided by law, and shall remain in full force and effect, and be binding upon the undersigned, and the heirs, successors and assigns of the undersigned until such time as the same may be released in writing by the City of Port St. Lucie, or its successor, in accordance with the applicable rules, codes or ordinances of said City then in effect.
3. The undersigned also agrees that that this Declaration of Unity of Title shall be recorded in the Public Records of St. Lucie County, Florida.

NOW, THEREFORE, for good and valuable consideration, the undersigned does hereby declare that the undersigned will not convey or cause to be conveyed the title to the above-described Property without requiring the successor in title to abide by all terms and conditions set forth herein.

FURTHER, the undersigned agrees to indemnify, defend, and hold harmless the City of Port St. Lucie, its officials, officers, attorneys, consultants, agents and employees from and against all claims, damages, losses, and expenses, direct, indirect or consequential (including but not limited to fees and charges of attorneys and

other professionals and court and/or arbitration costs) arising out of or resulting, in whole or in part, from the undersigned's execution of this Declaration of Unity of Title. Moreover, the undersigned agrees that nothing in this indemnification and hold harmless provision shall be considered to increase or otherwise waive any limits of liability, or to waive any immunity, as established by Florida Statutes, case law, or any other source of applicable governing law afforded to the City of Port St. Lucie.

IN WITNESS WHEREOF, the undersigned has caused the hand and seal of the undersigned to be affixed hereto on this _____ day of _____, 2016.

Signed, sealed and delivered in the presence of:

WITNESSES

_____
Print Name:_____
Witness

_____
Print Name:_____
Witness

OWNER

_____
Print Name: JEFFREY FLORIO

NOTARIZATION AS TO OWNER'S EXECUTION

STATE OF FLORIDA)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____ 2016, by JEFFREY FLORIO, who is [ ] personally known to me, or who has [ ] produced the following identification _____ to be the person who executed the foregoing instrument.

_____(Seal)

_____
Print Name of Notary Public
Notary Public, State of _____
My Commission expires _____

NOTARY SEAL/STAMP

N

Unity of Title - FLORIO

Lots 26 and 27, Block 3521

Map produced by the City of Port St Lucie City Council Map Generator Website on: 6/24/2016

Scale:

0 0.005 0.01 0.02

mi

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7F
Meeting Date: 7/11/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager
Patricia Roebling, PE, Assistant City Manager
Sherman Conrad, Director, Parks & Recreation
Cheryl Shanaberger, Director, Procurement Management Dept.

FROM: Sherri Hawes, Buyer, Procurement Management Department

Agenda Item: Motion: 20160088 – Parking Lot Repairs at Sportsman's Park

Submittal Date: 6/28/2016

STRATEGIC PLAN LINK: Vision 2030, Principle B, Beautiful City, "Well designed, well maintained parks, public spaces and stormwater areas".

BACKGROUND: Sportsman's Park is a highly used park with many events taking place throughout the year with the parking lots being used by the public to attend these events. There are two (2) existing parking lots at Sportsman's Park East and Sportsman's Park West are in need of repair to the asphalt due to tree root intrusion. These areas of asphalt need to be brought up to current safety standards as there are many potentially hazardous areas in both of the parking lots. The areas have been marked with orange paint to point out the areas that need repair. E-Bid # 20160088 - Parking Lot Repairs to Sportsman's Park was issued on May 26, 2016. During the bid period seven hundred forty (740) potential suppliers and one (1) supplemental supplier were notified with fifteen (15) suppliers downloading the bid documents and listed as plan holders. Four (4) bid proposals were received by the City on June 22, 2016 with three (3) being deemed responsive and one (1) deemed non responsive.

ANALYSIS: Staff has reviewed the proposals and determined that Sunshine Land Design, Inc., meets all of the solicitation requirements and provides the best value to the City. Sunshine Land Design, Inc., is a local firm.

FINANCIAL INFORMATION: Funds are available in General Funds/Parks & Recreation-Parks/Improvements O/T Buildings

LEGAL INFORMATION: Reviewed by Ella Gilbert on June 8, 2016 and approved as to form.

STAFF RECOMMENDATION: Approval and award of Contract # 20160088 Parking Lot Repairs to Sportsman's Park to Sunshine Land Design Inc., in the amount of $22,000.00, plus a one-time $10.00 indemnification fee. The contract is for thirty (30) calendar days with no option for renewal.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 7/11/2016

LOCATION OF PROJECT: Sportsman's Park East, 201 NW Prima Vista Blvd and Sportsman's Park West, 220 NW Irving St, Port St Lucie, FL.

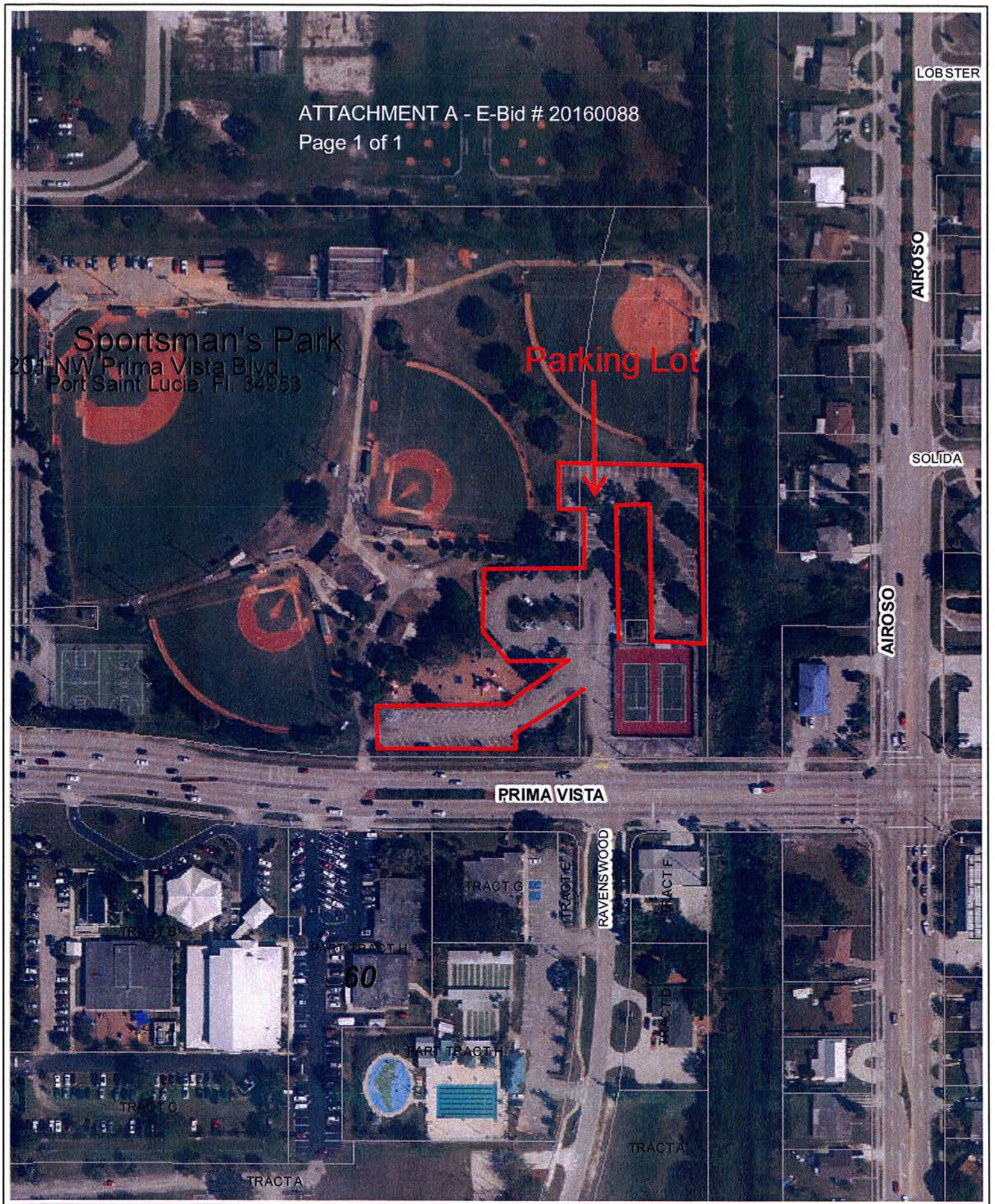
ATTACHMENTS: Maps, Contract, Bid Tabulation, winning Proposal, Solicitation Request, E-Bid, Addenda, Sign in Sheet, and Unsuccessful proposals

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

RECEIVED

JUN 2 9 2016

CITY MANAGER'S OFFICE



Sportsman's Park

East Parking Lot

Map produced by the City of Port St Lucie City Council Map Generator Website on: 2/10/2016

Scale:

0 0.0125 0.025 0.05

mi

Sportsman's Park West

Parking Lot

Map produced by the City of Port St Lucie City Council Map Generator Website on: 2/10/2016

Scale: 0 0.0125 0.025 0.05 mi

CITY OF PORT SAINT LUCIE
CONTRACT #20160088

This CONTRACT, executed this _____ day of _____, 20__, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and *Sunshine Land Design, Inc.*, (Contractor), a Florida Corporation, *3291 SE Lionel Terrace, Stuart, FL 34997,* Telephone No. (772) 283-2648 Fax No. (772) 283-8944, hereinafter called "Contractor", party of the second part.

RECITALS

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

SECTION I
NOTICES

Project Manager:
City of Port St. Lucie
Parks & Recreation Department
Attn: Ron Finks, or his designee
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984
Telephone: 772-871-5389 Fax: 772-871-5290
Email: rfinks@cityofpsl.com

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

Contractor:
Sunshine Land Design, Inc.
Margaret Fenton, Project Manager
3291 SE Lionel Terrace
Stuart, FL 34997
Telephone: 772-283-2648 Fax: 772-283-8944
Email: MFenton@sunshinelanddesign.com

SECTION II
DESCRIPTION OF SERVICES TO BE PROVIDED

The specific work that the Contractor has agreed to perform pursuant to the E-Bid Specifications #20160088, all agenda, attachments and all associated permits are made part of this Contract for the exterior Parking Lot Repairs at Sportsman's Park are hereby incorporated by this reference.

Premises - Sportsman's Park East 201 NW Prima Vista Blvd. and Sportsman's Park West 220 NW Irving St, Port St. Lucie, Florida.

SCOPE OF WORK – The Contractor is required to perform all the preparation necessary for the East and West Parking Lot Repairs at Sportsman's Park. All areas in need of repair have been marked with orange paint. Remove all areas of tree root intrusion and reconstruct the damaged areas in parking lot. Seal coat the complete parking lot, repaint all painted lines including the handicap parking area and reset all parking stops. During the repairs half of the parking lot shall remain open and usable. All work will conform to ADA specifications and conform to current City codes and requirement. The current parking lot layout will remain the same.

Sportsman's Park East Parking Lot Repairs:

- Remove all car stops from existing location (any car stops broken shall be replaced by the Contractor)
- Remove existing asphalt (approx. two (2") inch depth) in all areas as marked
- Remove all tree root intrusion as marked in damaged area (marked with orange paint)
- Remove all debris off site and is to be disposed of in appropriate manner
- Install new rock sub base (approx. six (6") inch depth) at areas disturbed by root intrusion
- Install new asphalt at each repair location (level with the existing asphalt)

Pavement shall meet the following requirements:

All unstable materials such as muck, peat, plastic, clay and marls shall be removed from roadbed area. The areas shall than be backfilled with suitable material, and the subgrade stabilization to a depth of ten (10") inches below the base course to seventy-five (75) pounds per square inch, Florida Bearing Value. The materials to be added for stabilization shall be either high bearing soils, sand clay, ground limerock or any other materials which is suitable (Muck shall not be used).

Materials	Structure Number	Asphalt Thickness	Base Thickness	Subgrade Thickness
Parking Lots and Local Roads	1.89	1 ½ inch	6 inches	8 inches

All areas repaired shall be level with existing pavement.

- Seal coat entire parking lot as per specifications provide on Attachment C

- Restripe all parking lines, direction indicators, handicap parking areas and loading zones as per
  Federal Specification TTP-1952B.
- Reset all parking stops
- All work shall be inspected by Park Staff as required.

Sportsman's park West Parking Lot Repairs:

- The existing parking lot resealed and restriped only

Hours of Service - Work shall be performed by the Contractor between the hours of 8:00 am and 5:00 pm, Monday thru 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 shall begin July 18, 2016 and will extend for thirty (30) calendar days and terminated on August 17, 2016. The Contractor will be required to commence work on the start date identified in this contract. In the event all work required in the bid specifications has not been completed by the end of the Contract period, the Contractor agrees to provide work as authorized by the Contract Supervisor until all work specified in the bid specifications has been rendered and accepted by the City.

SECTION IV
RENEWAL OPTION

"N/A"

SECTION V
COMPENSATION

The total amount to be paid by the City to the Contractor is a lump sum in the amount of $22,000.00, plus a one-time only payment of ten-dollar ($10.00) 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 per unit prices: each, lump sum, linear feet, square yards, system, etc.

Progress Payments – N/A

Acceptance and Final Payment - Upon receipt of written notice that each project 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, City will promptly issue a final certificate, stating that the work provided for in the Contract has been completed and that the City's final acceptance of the Contractor's work under the terms and the conditions of this Contract is authorized and the entire balance due the Contractor will be paid to the Contractor in thirty (30) calendar days after the date of said final certificate. Such final payment to the Contractor shall be subject to the covenants in the Contract's Standard Specifications, and less any liquidated damages assessed against the Contractor.

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.

Invoice for services shall be submitted once a month, by the tenth (10th) day of the month, and payment shall be made in thirty (30) calendar days unless Contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payment 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 release of liens, and is approved by Project Manager as required under Section XIV 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 and liens arising out of or resulting from the Contractor's performance of the work under the contract, an affidavit asserting and confirming that to the Contractor's 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 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.

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 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 shall indemnify and hold harmless the City, its Officers and their employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligent, recklessness, or intentional wrongful conduct of the design professional/Contractor or and persons other employed or utilized by the Contractor in the performance of the 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. 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 must include limits of at least $100,000.00 each accident, $100,000.00 each disease/employee, $500,000.00 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage should apply on a primary basis. Should scope of work performed by Contractor qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

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

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

An Additional Insured endorsement must be attached to the certificate of insurance and must include coverage for Completed Operations (should be ISO CG20101185 or CG20371001 & CG20100704) under the General Liability policy. Products & Completed Operations coverage to be provided for a minimum of five (5) years from the date of possession by City or completion of contract. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included

when applicable to the work performed. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interest's provision as provided under the standard ISO form separation of insurer's clause.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured with a 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, Parking Lot Repairs at Sportsman's Park shall be listed as additionally insured, Contract #20160088".** The Certificate of Insurance and policy shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage should be attached to the Certificate of Insurance. All independent contractors and subcontractors utilized in this project must furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

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

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

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

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

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

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

The failure on the part of the Contractor to execute the contract and/or punctually deliver the required insurance certification and other documentation may be a cause for annulment of the award.

SECTION IX
ACTS OF GOD

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

Emergencies - In the event of emergencies affecting the safety of persons, the work, or property, at the site or adjacent thereto, the Contractor, 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
PAYMENTS AND PERFORMANCE BOND

"N/A"

SECTION XI
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 XII
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).

RECORDS

The City of Port St. Lucie is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to Section 119.0701, F.S.

Contractor agrees to comply with all public records laws, specifically to:

Keep and maintain public records required by the City in order to perform the service;

1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (*See http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/*).

2. During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City.

3. Records include 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 with the City. Contractor's records under this Contract include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.

4. The Contractor agrees to make available to the City, during normal business hours all books of account, reports and records relating to this contract.

5. A Contractor who fails to provide the public records to the City within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984
(772) 871 5157
prr@cityofpsl.com

SECTION XIII
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. Upon completion of the work, Contractor shall remove all of Contractors' equipment and all excess materials, and put the work area in a neat, clean, sanitary and safe condition.

SECTION XIV
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 SectionV. If, on such inspection the Project Manager is not satisfied, he shall as promptly as practicable inform the parties hereto of the specific respects in which his findings are not favorable. Contractor shall then be afforded an opportunity to correct the deficiencies so pointed out at no additional charge to the City, and otherwise on terms and conditions specified by the Project Manager. Such examination, inspection, or tests made by the Project Manager, shall not relieve Contractor of its responsibility to remedy any deviation, deficiency, or defect.

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

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

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

SECTION XV
ADDITIONAL REQUIREMENTS

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

The City shall be listed as an original owner on all manufacturers' warranties, if any, for materials and services. 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 installed, or accepted by the City, whichever last occurs.

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

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

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

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

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

Labor and Equipment - 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.

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

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

Storage and Stockpiling – All storage or stockpiling of tools or material (i.e. lumber, pilings, etc.) shall be limited to uplands. Excess lumber, scrap wood, trash, garbage or other types of debris shall be removed from the project site within three (3) days at completion of the work.

Florida Produced Lumber – The Contractor shall comply with the provisions of Section 255.20, Florida Statutes, and as may be amended from time to time.

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 necessary to comply with the regulations of the County Board of Health or other bodies having jurisdiction. 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. 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, "complete" and/or "accepted".

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 expense. The Contractor's special attention is directed to protection of any geodetic monument, horizontal, vertical or property corner, located within the limits of construction.

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

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

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

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

SECTION XVI
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 XVII
SAFETY PRECAUTIONS

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

Safety Data Sheets - The Contractor shall provide SDS's and description literature for each chemical/compound/mixture used in the performance of the Contract to the City before the commencement of any work. All SDS's shall be of the latest version and comply with 29 CFR§ 1910.1200. Hazardous products shall not be used except with prior approval of the City, and must be disposed of properly by the Contractor in accordance with U.S. Environmental Protection Agency 40 CFR§ 260-265. The Contractor shall maintain and have readily accessible on-site a complete SDS book of all chemicals, compounds/mixtures used in the execution of the contract.

Personal Protective Equipment (PPE) - 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 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, and other warnings against hazards as is prudent and/or required by law to protect the public interest. All damage, injury or loss to persons and/or property caused, directly or indirectly, in whole or in part, by the Contractor's employees, or subcontractors, or anyone directly or indirectly employed by said parties shall be remedied by the Contractor.

OSHA Compliance – The Contractor shall agree that the products furnished and application methods will comply with applicable provisions of the Williams-Steiger Occupational Safety and Health Act (OSHA) of 1970. These requirements shall include all primary and refresher training mandated under the OSHA guidelines.

SECTION XVIII
ASSIGNMENT

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

SECTION XIX
TERMINATION, DELAYS AND LIQUIDATED DAMAGES

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

terminated, the City may take possession of and utilize in completing the work such materials, tools, equipment and facilities as may be on the site of the work and necessary therefore.

B. Liquidated Damages for Delays. If material is not provided or work is not completed within the time stipulated in this Contract, including any extensions of time for excusable delays as herein provided, the Contractor shall provide to the City one hundred ($100.00) dollars as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed. The Contractor and his sureties shall be jointly and severally liable to the City for the amount thereof.

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

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

SECTION XX
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 XXI
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 XXII
APPROPRIATION APPROVAL

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

SECTION XXIII
ENTIRE CONTRACT

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

(balance of page is left intentionally blank)

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

CITY OF PORT ST. LUCIE FLORIDA

By: _____
Jeff Bremer, City Manager

By: _____
Authorized Representative of Sunshine Land Design, Inc.

State of: _____

County of: _____

Before me personally appeared: _____)
(please print)

Please check one:

Personally known _____

Produced Identification: _____
(type of identification)

and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that (he/she) executed said instrument for the purposes therein expressed.
WITNESS my hand and official seal, this _____ day of _____, 20___.

_____
Notary Signature

Notary Public: State of _____ at Large.

My Commission Expires: _____.

(*Seal*)

Procurement Management Department
E-BID TABULATION REPORT
E-BID # 20160088
OPENED: June 22, 2016
TIME: 11:00:00 am

E-Bid: Parking Lot Repairs at Sportsman's Park

Item		Sunshine Land Design, Inc	Lync Paving & Const Co Inc	Pav-Co Contracting Inc
1	Lump Sum Bid Amount:	$ 22,000.00	$ 57,793.00	$ 64,562.15
2	Accepts Visa:	no	no	no
3	Visa Percentage discount:	0%	0%	0%
4	Visa Discount amount:	$0.00	$0.00	$0.00
	Submitted: E-Bid Reply Sheet	yes	yes	yes
	Submitted: Bid Bond	org ck	yes	yes
	Submittted: Insurance	yes	yes	yes
	Submitted: License	yes	yes	yes
	Submitted: Drug Free Workplace form	yes	yes	yes
	Submitted: Vendor Code of Ethics	yes	yes	yes
	Submitted: W-9	yes	yes	yes
	Submitted: Contractor Verification Form	yes	yes	yes
	Submitted: Non-Collusion Affidavit of Prime Bidder	yes	yes	yes

Number of E-Bids received:	4	
Number of Planholders:	15	
Number of Potential Bidders:	740	
Number of Non-Responsive Bids:	1	All-Site Construction

CHECKLIST
Bid #20160088

Parking Lot Repairs at Sportsman's Park

Name of Bidder: SUNSHINE LAND DESIGN, 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 #20160088 with proper signatures upload to DemandStar.
- ✓ 5% Bid Bond uploaded to DemandStar and mailed in within five (5) business days after the opening or the bid may be considered non-responsive.
- ✓ Copy of Insurance Certificate in accordance with Section VIII of the E-Bid documents uploaded to DemandStar.
- ✓ Copy of all required licenses and certifications to do work in the City of Port St. Lucie uploaded to DemandStar.
- ✓ Required forms: Vendor Code of Ethics, Contractor Verifications Form, Non-collusion Affidavit of Prime Contractor. All forms are to be uploaded to DemandStar.
- ✓ Drug Free Workplace Form uploaded to DemandStar.
- ✓ Required W-9 as per Section 1.13 uploaded to DemandStar.
- ✓ Copy of the Checklist uploaded to DemandStar.
- ✓ Each Bid Addendum (when issued) is acknowledged on the E-Bid Reply Sheet #20160088.
- ✓ All pricing has been mathematically reviewed and all corrections have been initialed.
- ✓ All price extensions and totals have been thoroughly checked.
- ✓ Have reviewed the Contract and accept all City Terms and Conditions.

THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET

E-Bid Reply Sheet/Questionnaire#20160088
Repairs of Buildings at Sportsman's Park

1. **COMPANY NAME**: SUNSHINE LAND DESIGN, INC.

DIVISION OF: _____

PHYSICAL ADDRESS: 3291 SE LIONEL TERRACE, STUART, FL 34997

MAILING ADDRESS: 3291 SE LIONEL TERRACE

CITY, STATE, ZIP CODE: STUART, FL 34997

TELEPHONE NUMBER: ( )772 283 2648 FAX NO. ( )772 283 8944

CONTACT PERSON: MARGARET FENTON E-MAIL: MFenton@sunshinelanddesign.com

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

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

TIMOTHY R. TAYLOR
President

FRANKIE TAYLOR / MARGARET FENTON
Vice President

TIMOTHY R. TAYLOR
Treasurer

How long in present business: 32 YEARS How long at present location: 13 YEARS

Is the firm claiming Local Preference under City ordinance 35.12? Yes (X) or No ( )

Does your firm have a drug free workplace program? Yes (X) or No ( )

How many employees are in the Treasure Coast Area? 100

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

Addendum Number	Date Issued
01	05/31/2016

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

5. BID RESPONSE:

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

5.2 Percentage of discount when payment is made with Visa: ZERO %
(this amount maybe 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 Visa percentage discount amount: $ ZERO

5.4 Bid Reply Lump Sum Amount: $ 22,000.00

(This figure shall match the Demandstar web page. Discrepancies between the E-Bid Reply Sheet uploaded on Demandstar, the dollar amount listed on the web page at time of submittal will be resolved in favor of the E-Bid Reply Sheet that is uploaded at time of submittal.)

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

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

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

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

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

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

DURASEAL OF THE TREASURE COAST, INC. 772-219-0470

3526 SW DEGGELLER CT, PALM CITY, FL 34990

SCOPE: PAVEMENT SEALING AND STRIPING

10. Has the Proposer or any principals of the applicant organization failed to qualify as a responsible Contractor; refused to enter into a contract after an award has been made; failed to complete a contract during the past five (5) years or been declared to be in default in any contract or been assessed liquidated damages in the last five (5) years? If yes, please explain:

NO

(Insert additional lines if necessary.)

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

Yes ( ) No (X)

If yes, please explain:

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

NONE

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

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

NONE

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

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

NONE

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

15. List three (3) Parking Lot Repair projects similar to this Bid completed by your firm along with a brief description of project, location of project, client name, client phone number, email, value of contract,

your firm's percentage of the total contract value, as well as the number of change orders and the total change order value.

Project Number 1

Project Name: FAU PARKING LOT UPGRADE

Description: CONSTRUCTION OF NEW PARKING LOT & RECONSTRUCTION OF EXISTING PARKING LOT.

Size of Building: NA

Location: FAU CAMPUS, BOCA RATON, FL

Completion Date: NOVEMBER 2015

Commercial or Residential? COMMERCIAL

Prime Contractor or Subcontractor: SUBCONTRACTOR (PRIME: MORGANTI)

Client Name, Phone Number & Email: THE MORGANTI GROUP - BRANDON NOBILE 772-924-3691 BNOBILE@MORGANTI.COM

Value of Total Contract: $425,000.00

Firm's Percentage of Total Contract: 90%

Number of Change Orders: ONE

Value of Change Orders: $101,000.00

Was Project Completed on Schedule: YES

Was Project Completed within Budget? YES

Project Number 2

Project Name: JUSTIN WILSON PARK

Description: DRAIN REPLACEMENT FOR DRAINAGE IMPROVEMENTS CONCRETE, ASPHALT, PIPEWORK

Size of Building: NA

Location: PALM CITY, FL

Completion Date: MARCH 2016

Commercial or Residential? GOVERNMENT

Prime Contractor or Subcontractor: PRIME: SUNSHINE LAND DESIGN, INC.

Client Name, Phone Number & Email: MARK LYNCH, MARTIN CO - 772-221-1353 mlynch@martin.fl.us

Value of Total Contract: $17,941.00

Firm's Percentage of Total Contract: 100%

Number of Change Orders: ZERO

Value of Change Orders: ZERO

Was Project Completed on Schedule: YES

Was Project Completed within Budget? YES

Project Number 3

Project Name: METS STADIUM

Description: SITE CONSTRUCTION - GRADING, ASPHALT, AND CURB

Size of Building: NOT APPLICABLE

Location: PORT ST LUCIE, FL

Completion Date: DECEMBER 2015

Commercial or Residential? COMMERCIAL

Prime Contractor or Subcontractor: SUBCONTRACTOR (PRIME: TURBO LINK)

Client Name, Phone Number & Email: GREG MEEKS, TURBO LINK 727-442-2570

Value of Total Contract: $37,140.00

Firm's Percentage of Total Contract: 100%

Number of Change Orders: ONE

Value of Change Orders: $2,408.00

Was Project Completed on Schedule: YES

Was Project Completed within Budget? YES

16. CERTIFICATION

This bid is submitted by: I, MARGARET FENTON am an officer of the above firm duly authorized to sign bids and enter into Contracts. I certify that this bid is made without prior understanding, Contract, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid.

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

Signature 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.

Frankie Taylor
(Seal)

CenterState BANK

1101 First Street South
P.O. Box 9090
Winter Haven, FL 33880-9090

CASHIER'S CHECK

NOTICE TO CUSTOMERS
THE PURCHASE OF AN INDEMNITY BOND MAY BE REQUIRED BEFORE ANY CASHIER'S CHECK OF THIS BANK WILL BE REPLACED OR REFUNDED IN THE EVENT IT IS LOST, MISPLACED OR STOLEN.

293274

83-1403
631

DATE June 22, 2016

REMITTER SUNSHINE LAND DESIGN

$******1,100.00

PAY ONE THOUSAND ONE HUNDRED AND 00/100

TO THE ORDER OF CITY OF PORT ST LUCIE

NON NEGOTIABLE

CUSTOMER COPY

PURPOSE

Branch: 74

THIS CHECK IS PROTECTED WITH A VOID PANTOGRAPH - OTHER SECURITY FEATURES DETAILED ON BACK.

CenterState BANK

1101 First Street South
P.O. Box 9090
Winter Haven, FL 33880-9090

CASHIER'S CHECK

NOTICE TO CUSTOMERS
THE PURCHASE OF AN INDEMNITY BOND MAY BE REQUIRED BEFORE ANY CASHIER'S CHECK OF THIS BANK WILL BE REPLACED OR REFUNDED IN THE EVENT IT IS LOST, MISPLACED OR STOLEN.

293274

83-1403
631

DATE June 22, 2016

REMITTER SUNSHINE LAND DESIGN

$******1,100.00

PAY ONE THOUSAND ONE HUNDRED AND 00/100

TO THE ORDER OF CITY OF PORT ST LUCIE

AUTHORIZED SIGNATURE

PURPOSE

Branch: 74

⑈00293274⑈ ⑆063114030⑆ ⑈02015366 4⑈

OP ID: JH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/27/2015

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

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

PRODUCER
Stuart Insurance, Inc.
3070 S W Mapp
Palm City, FL 34990
Joseph E. Coons, CPCU. CIC.

Phone: 772-286-4334
Fax: 772-286-9389

CONTACT NAME: T. Jacobson
PHONE (A/C, No, Ext): 772-286-4334 FAX (A/C, No): 772-286-9389
E-MAIL ADDRESS: tjacobson@stuartinsurance.net
PRODUCER CUSTOMER ID #: SUNSL-1

INSURED
Sunshine Land Design, Inc.
3291 SE Lionel Terrace
Stuart, FL 34997

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Westfield Insurance	24112
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC	X		TRA6510613	07/30/2015	07/30/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 500,000 5,000 1,000,000 2,000,000 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS X PIP $10000			TRA6510613	07/30/2015	07/30/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
A	UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE X RETENTION $ 10000			TRA6510613	07/30/2015	07/30/2016	EACH OCCURRENCE AGGREGATE	$ $	1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		NOT COVERED THROUGH STUART INSURANCE			WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	
A	RENTED/LEASED EQUIPMENT			TRA6510613	07/30/2015	07/30/2016	DED $1000		100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: Horizontal Directional Bore under Rangeline Road @ McCarty Ranch
~City of Port St Lucie is additional insured with respect to General Liability

CERTIFICATE HOLDER

CITYP-1

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
Joseph E. Coons

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137806

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/5/2015

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

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

PRODUCER	CONTACT NAME: Certificate Department	
Commercial Lines – (407) 481-1613 Wells Fargo Insurance Services USA, Inc. 800 N. Magnolia Ave., Suite 106 - FL 2841 Orlando, FL 32803	PHONE (A/C, No, Ext): 813-639-3000	FAX (A/C, No): 855-299-7117
	E-MAIL ADDRESS: clw.certrequest@wellsfargo.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : FFVA Mutual Insurance Company	10385
INSURED Sunshine Land Design, Inc. 3291 SE Lionel Terrace Stuart, FL 34997	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 9782053 **REVISION NUMBER:** See below

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WC84000309122015A	11/01/2015	11/01/2016	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

Project: Emergency By-Pass Station at Rangeline Road Construction Project, Contract #2010037

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

Jeanne Brandon

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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

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

TAYLOR, TIMOTHY RICHARD
SUNSHINE LAND DESIGN, INC.
3291 SE LIONEL TERRACE
STUART FL 34997

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

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

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

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CGC1519137 ISSUED: 12/18/2014

CERTIFIED GENERAL CONTRACTOR
TAYLOR, TIMOTHY RICHARD
SUNSHINE LAND DESIGN, INC.

IS CERTIFIED under the provisions of Ch.489 FS.
Expiration date : AUG 31, 2016 L1412180002887

DETACH HERE

RICK SCOTT, GOVERNOR KEN LAWSON, SECRETARY

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

LICENSE NUMBER	
CGC1519137	

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

TAYLOR, TIMOTHY RICHARD
SUNSHINE LAND DESIGN, INC.
3291 SE LIONEL TERRACE
STUART FL 34997

ISSUED: 12/18/2014 DISPLAY AS REQUIRED BY LAW SEQ # L1412180002887

"A City for All Ages"

VENDOR CODE OF ETHICS

E-BID #20160088

Parking Lot Repairs at Sportsman's Park

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 SUNSHINE LAND DESIGN, INC.

Signature _____

Printed Name and Title MARGARET FENTON, VICE PRESIDENT

Date 06/22/2016

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.

CITY OF PORT ST. LUCIE, FLORIDA
E- BID # 20160088
Parking Lot Repairs at Sportsman's Park

CONTRACTOR VERIFICATION FORM

THE FOLLOWING IS TO BE COMPLETED BY PRIME BIDDER:

Name of Firm: SUNSHINE LAND DESIGN, INC.

Corporate Title: _____

Address: 3291 SE LIONEL TERRACE, STUART, FL 34997

_____ (Zip Code)

By: MARGARET FENTON (Print name) VICE PRESIDENT (Print title)

_____ (Authorized Signature)

Telephone: ( ) 772 283 2648

Fax: ( ) 772 283 8944

State License # CGC1519137 **(ATTACH COPY)**

County License # 2008-513-1200 **(ATTACH COPY)**

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

Type of License: GENERAL CONTRACTOR

Unlimited YES (yes/no)

If "NO", Limited to what trade? _____

CITY OF PORT ST. LUCIE, FLORIDA
NONCOLLUSION AFFIDAVIT OF PRIME BIDDER
E-BID # 20160088
Parking Lot Repairs at Sportsman's Park

State of FLORIDA }

County of MARTIN }

MARGARET FENTON, being first duly sworn, disposes and says that:
(Name/s)

1. They are VICE PRESIDENT of SUNSHINE LAND DESIGN, INC 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) Margaret Fenton

(Title) VICE PRESIDENT

STATE OF FLORIDA }
COUNTY OF St. Lucie} SS:

The foregoing instrument was acknowledged before me this 06/22/2016
(Date)

by: MARGARET FENTON who is personally known to me or who has produced

_____ as identification and who did (did not) take an oath.

Frankie Taylor Frankie Taylor
Notary (print & sign name)

Commission No. FF 171243

FRANKIE TAYLOR
Notary Public - State of Florida
My Comm. Expires Feb 20, 2019
Commission # FF 171243
Bonded through National Notary Assn.

DRUG-FREE WORKPLACE FORM

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

06/22/2016
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.
SUNSHINE LAND DESIGN, 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.)
3291 SE LIONEL TERRACE

Requester's name and address (optional)

6 City, state, and ZIP code
STUART, FL 34997

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
5 9 - 2 7 1 2 8 9 2

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ Date ▶ 7/20/15

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.

SOLICITATION REQUEST

Department: Parks and Recreation Technical Specialist: Ron Finks Extension: 5389 Date: 2-26-16

Item/Description of Work Summary: (This is the scope of work and is not to be included in the technical specifications) The City of Port Saint Lucie is seeking a contractor certified in parking lot construction and repair to make repairs at Sportsman's Park Parking Lots (2). 201 NW Prima Vista and 220 NW Irving St.

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

Date plans received approval by City Building Department: n/a
Estimated time frame for completion of project after award: Thirty (30) Days
Replacement: [X] Yes [ ] No Budgeted Amount: $40,000 If professional services, what is the estimated construction cost: n/a Any grant funds being used: Not at this time
Liquidated damages amount: $100.00 per day Advertisement to Master List: N/A
If not budgeted, authorization from Director of OMB is required.

Account Number	Fund	Cost Center	Object Code	Project
0017210563000	001	7210	563000	

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

Bidder Name	Address	E Mail	Contact Person
Grande Const.	PO Box 881765 PSL, Fl 34988	Greg@grandefl.com	Greg Oldakowski

Reason for purchase or service: Current conditions at this parking lot are unsafe due to tree root intrusion. This is a very busy park and we need to get the lot repaired as soon as possible. This project was approved and budgeted for the 2015-16 fiscal year.

If digging or trenching is required what is the depth? 8 inches
If work is in water, what is the depth? N/A Is the water navigable? N/A
If this is a building, how many stories? N/A

Department Head Approval Date

"A City for All Ages"

CITY OF PORT ST. LUCIE

Sealed Electronic Bid # 20160088
(E-Bid)

Parking Lot Repairs at Sportsman's Park

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

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INVITATION TO E-BID

Sealed Bid #20160088 for the Parking Lot Repairs at Sportsman's Park will be received by the City of Port St. Lucie, in the Procurement Management Department, City of Port St. Lucie, until **11:00:00 a.m. on Wednesday, June 22, 2016.**

Each Bidder(s) must deposit with his/her bid, a bid bond, or bid guaranty, in the amount of five (5%) percent of the bid total, made payable to the City of Port St. Lucie. The Bid Guaranty must be scanned and uploaded onto DemandStar.com along with all other required documents, thus showing evidence that a Bid Guaranty was obtained. The original Bid Guaranty 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". Then the original Bid Guaranty should be received within five (5) business days after the opening or the bid may be deemed non-responsive. The accepted Contractor's security will be retained until execution of the Contract.

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

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

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

The City of Port St. Lucie reserves the right, to waive any and all informalities or irregularities, to accept or reject any and all bids, in whole or in part, to solicit and re-advertise for new bid, abandon the project in its entirety, or take other such action as serves the best interest of the City.

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

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

Submit all questions concerning procedures for responding to this bid and the Contract Documents, in writing, to Ms. Hawes in the City of Port St. Lucie Procurement Management Department, 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida 34984, Phone (772) 871-5221, Fax (772) 871-7337, and/or email: shawes @cityofpsl.com. Such contact is to be for clarification purposes only. The City will not be responsible for oral clarification of questions. Questions received after June 14, 2016 may not be answered, and will not be cause

for additional compensation. To ensure fair consideration for all Bidder(s) it must clearly understand that Ms. Hawes is the only individual authorized to represent the City.

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

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

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

Documents required for this E-Bid:

- E-Bid Specifications, pages 1-43
- E-Bid Reply Sheet/Questionnaire #20160088, pages 12-16
- Drug-Free Workplace Form
- Vendor Code of Ethics
- Contractor Verification Form
- Non-collusion Affidavit of Prime Bidder

Attachments:

A- Map location 201 NW Prima Vista Blvd (East Lot), page 1 (not included in E-Bid Specifications)
B- Map location NW 220 Irving St (West Lot), page 1 (not included in E-Bid Specifications)
C- SealMaster Specifications, page 1-2 (not included in E-Bid Specifications)
D- Example of areas that need to be repaired will be marked with orange paint, page 1, (not included in E-Bid Specifications)

Sherri Hawes
Buyer

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

SPECIFICATIONS

SEALED E-BID # 20160088
Parking Lot Repairs at Sportsman's Park

INTENT

The City of Port St. Lucie desires to obtain quotations from qualified individuals, firms, and legal entities relative to the Parking Lot Repairs at Sportsman's Park. Contractors shall inspect the job site prior to bidding as all areas to be repaired shall be marked with orange paint. During the repairs half of the parking lot shall remain open and usable.

It is the intent of the City to enter into a lump sum contract with one (1) qualified Contractor to provide all materials, supplies, labor, permits, and equipment necessary for the Parking Lot Repairs at Sportsman's Park. The total Contract period is thirty (30) calendar days. There is no option to renew.

The Bidder shall have all the required licenses and certifications necessary to perform this work. The approved licenses for this work include a State of Florida General Contractor or Local Paving Contractor. It is the Bidder's responsibility to verify with the City's Building Department that they possess the proper licenses and certifications to perform the work prior to submitting a bid.

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

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

1. GENERAL REQUIREMENTS

1.1 <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 selected Bidder in the preparation of his/her bid.

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

1.4 Bid Price - Bidders must agree to furnish all item(s) that are awarded to them as a result of their response to this specification at the price(s) indicated on their respective E-Bid Reply Sheet #20160088. Bidders shall guarantee that said price(s) shall be firm, and not subject to escalation, for the ninety (90) days after bid opening period. Submittal of a bid shall be prima facie evidence of the Bidder's intent to comply with this requirement. Any bid submitted with escalation clauses shall be rejected.

1.5 Qualifications - Bidders shall have the necessary organization, experience, capital, and equipment to carry out the provisions of the Contract to the satisfaction of the City. Bidders will submit all required licenses and certifications required to perform this project with the E-Bid Reply Sheet #20160088. It is the Bidder's responsibility to verify with the City's Building Department that they possess the proper license and certification necessary to perform the work prior to submitting a bid for this project. Three (3) references shall be listed 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 on the E-Bid Reply/ Questionnaire. The City of Port St. Lucie shall **NOT** be used as a reference. References are subject to verification by the City and will be utilized as part of the award process. If requested, performance history, list of projects recently completed and in process, major equipment available for this project and experience of the principal members of the Bidder's organization must be furnished within seven (7) days.

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

- Accept Payment by Visa
- Have sufficient financial resources to complete the order
- Can meet quoted delivery considering all other business commitments
- Has a satisfactory record of performance
- Has adequate staffing to fulfill requirements
- Has the necessary production, technical equipment and facilities (or ability to readily obtain them)
- Has necessary organization experience, operational controls, and technical skills (or ability to readily obtain them)
- Bidder is a manufacturer, supplier, authorized distributor or vendor for the requirement for this bid.
- The Bidder is qualified and eligible to receive an award under applicable laws and regulations
- Has bid within a competitive price range in relation to the needed goods, services or construction
- The skill and experience demonstrated by the bidder in performing contracts of a similar nature
- The Bidder's past performance with City
- Has met all requirements of the solicitation (delivery, quality and price)

- Has met bounds of commonality; absolute conformity is not required, just substantial or material compliance
- Has met bid security requirements; lack of security, where required, is a material nonconformity
- Price: The element of price is but one of the criteria elements. When considering a proposal:
  Evaluate the pricing offered by the Bidder; consider lifecycle costing, other relative factors and depreciation.
- Determine what proposal provides the best value to the City
- City Ordinance 35.12 Local Preference will apply
- Award will be based on the Lump Sum Amount from line 5.4 on the E-Bid Reply Sheet #20160088 that represents the best value to the City

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

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

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

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

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

1.7 Variances to Specifications - Bidders must indicate any variances to the Specifications. Additionally, if bids are based on alternate products, Bidder must indicate the manufacturer's name and number of the alternate item(s) being offered and attach appropriate specifications. If variations and/or alternates are not stated in Bidder's reply, it shall be construed that the bid fully conforms to the specifications.

1.8 Submittal of E-Bid - Unless otherwise provided herein, all bids shall be submitted by completing and returning the E-Bid Reply Sheet and any other documentation that is required by this bid. The E-Bid Reply Sheet #20160088 should be typed or printed and signed in blue ink. The individual signing the bid must initial all changes. All submittals are required to be electronic and preferably contained in one (1) file. **No hard copies will be accepted.**

A. Request Bid Specifications, #20160088 from Onvia, via phone 800-711-1712 or via internet www.cityofpsl.com

B. Download the E-Bid Reply Sheet #20160088 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 #20160088.

D. Enter total amount and the unit prices on E-Bid Reply Sheet # 20160088 and on the Demandstar Webpage. Total shall agree with the E-Bid Reply Sheet that is to be uploaded at time of submittal. Discrepancies between the E-Bid Reply Sheet uploaded on DemandStar and the dollar amount listed on the web page at time of submittal will be resolved in favor of the E-Bid Reply Sheet that is uploaded at time of submittal.

E. Electronically sign the E-Bid Reply Sheet #20160088 where indicated.

F. Upload and submit one (1) PDF file; E-Bid Reply Sheet/ Questionnaire #20160088, 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 #20160088. 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. ****

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

1.9 Execution of Contract – The Bidder will be required to execute a Standard City Contract within ten (10) days after notification by the City that Contract is available and thereafter comply with the terms and conditions contained therein. The Bidder shall execute the Contract, deliver the required Insurance Certificates and other documentation as required by the bid. The City will execute the

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

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

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

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

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

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.

1.12.1 Permit Fees: N/A

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

1.14 Withdrawal of Bids - A Bidder may withdraw his bid without prejudice no later than the day and hour set in the E-Bid by removing all documents from DemandStar.

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

2. SPECIFIC REQUIREMENTS

2.1 Samples – N/A

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

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

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

3. ADDITIONAL INFORMATION

3.1 Additional Bonding Requirements – N/A

3.2 Brand Names - The use of any manufacturer's name, trade name, brand name, or catalog number in this specification is for the sole purpose of describing and establishing the minimum requirements for levels of quality, standards of performance and design required, and is in no way intended to

prohibit the bidding of any other manufacturer's items of equal quality. The Project Manager shall be the sole judge of the equality of alternate products proposed and his/her decision shall be final.

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

(balance of page left intentionally blank)

E-Bid Reply Sheet/Questionnaire#20160088
Repairs of Buildings at Sportsman's Park

1. **COMPANY NAME**: _____

DIVISION OF: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

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

CONTACT PERSON: _____ E-MAIL: _____

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

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

_____
President

_____
Vice President

_____
Treasurer

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

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

Does your firm have a drug free workplace program? Yes ( ) or No ( )

How many employees are in the Treasure Coast Area? _____

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

Addendum Number	Date Issued

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

5. BID RESPONSE:

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

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

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 Visa percentage discount amount: $_____

5.4 Bid Reply Lump Sum Amount: $_____

(This figure shall match the Demandstar web page. Discrepancies between the E-Bid Reply Sheet uploaded on Demandstar, the dollar amount listed on the web page at time of submittal will be resolved in favor of the E-Bid Reply Sheet that is uploaded at time of submittal.)

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

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

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

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

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

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

_____

_____

_____

_____

_____

10. Has the Proposer or any principals of the applicant organization failed to qualify as a responsible Contractor; refused to enter into a contract after an award has been made; failed to complete a contract during the past five (5) years or been declared to be in default in any contract or been assessed liquidated damages in the last five (5) years? If yes, please explain:

_____

_____

_____

_____

(Insert additional lines if necessary.)

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

Yes ( ) No ( )

If yes, please explain:

_____

_____

_____

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

_____

_____

_____

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

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

_____

_____

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

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

_____

_____

_____

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

15. List three (3) Parking Lot Repair projects similar to this Bid completed by your firm along with a brief description of project, location of project, client name, client phone number, email, value of contract,

your firm's percentage of the total contract value, as well as the number of change orders and the total change order value.

Project Number 1

Project Name:

Description:

Size of Building:

Location:

Completion Date:

Commercial or Residential?

Prime Contractor or Subcontractor: _____

Client Name, Phone Number & Email:

Value of Total Contract:

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

Project Number 2

Project Name:

Description:

Size of Building:

Location:

Completion Date:

Commercial or Residential?

Prime Contractor or Subcontractor: _____

Client Name, Phone Number & Email:

Value of Total Contract:

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

Project Number 3

Project Name:

Description:

Size of Building:

Location:

Completion Date:

Commercial or Residential?

Prime Contractor or Subcontractor: _____

Client Name, Phone Number & Email:

Value of Total Contract:

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

16. CERTIFICATION

This bid is submitted by: I, _____ am an officer of the above firm duly authorized to sign bids and enter into Contracts. I certify that this bid is made without prior understanding, Contract, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid.

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

_____ _____

Signature Title

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

(Seal)

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

CITY OF PORT SAINT LUCIE
CONTRACT FORM #20160088

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

RECITALS

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

SECTION I
NOTICES

Project Manager:
City of Port St. Lucie
Parks & Recreation Department
Attn: Ron Finks, or his designee
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984
Telephone: 772-871-5389/ Fax: 772-871-5290
Email: rfinks@cityofpsl.com

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

Contractor:
_____
_____
_____
_____
Project Manager: _____
Telephone: _____ Fax: _____
Email: _____

SECTION II
DESCRIPTION OF SERVICES TO BE PROVIDED

The specific work that the Contractor has agreed to perform pursuant to the E-Bid Specifications #20160088, all agenda, attachments and all associated permits are made part of this Contract for the exterior Parking Lot Repairs at Sportsman's Park are hereby incorporated by this reference.

Premises - Sportsman's Park East 201 NW Prima Vista Blvd. and Sportsman's Park West 220 NW Irving St, Port St. Lucie, Florida.

SCOPE OF WORK – The Contractor is required to perform all the preparation necessary for the East and West Parking Lot Repairs at Sportsman's Park. All areas in need of repair have been marked with orange paint. Remove all areas of tree root intrusion and reconstruct the damaged areas in parking lot. Seal coat the complete parking lot, repaint all painted lines including the handicap parking area and reset all parking stops. During the repairs half of the parking lot shall remain open and usable. All work will conform to ADA specifications and conform to current City codes and requirement. The current parking lot layout will remain the same.

Sportsman's Park East Parking Lot Repairs:

- Remove all car stops from existing location (any car stops broken shall be replaced by the Contractor)
- Remove existing asphalt (approx. two (2") inch depth) in all areas as marked
- Remove all tree root intrusion as marked in damaged area (marked with orange paint)
- Remove all debris off site and is to be disposed of in appropriate manner
- Install new rock sub base (approx. six (6") inch depth) at areas disturbed by root intrusion
- Install new asphalt at each repair location (level with the existing asphalt)

Pavement shall meet the following requirements:

All unstable materials such as muck, peat, plastic, clay and marls shall be removed from roadbed area. The areas shall than be backfilled with suitable material, and the subgrade stabilization to a depth of ten (10") inches below the base course to seventy-five (75) pounds per square inch, Florida Bearing Value. The materials to be added for stabilization shall be either high bearing soils, sand clay, ground limerock or any other materials which is suitable (Muck shall not be used).

Materials	Structure Number	Asphalt Thickness	Base Thickness	Subgrade Thickness
Parking Lots and Local Roads	1.89	1 ½ inch	6 inches	8 inches

All areas repaired shall be level with existing pavement.

- Seal coat entire parking lot as per specifications provide on Attachment C
- Restripe all parking lines, direction indicators, handicap parking areas and loading zones as per Federal Specification TTP-1952B.
- Reset all parking stops
- All work shall be inspected by Park Staff as required.

Sportsman's park West Parking Lot Repairs:

- The existing parking lot resealed and restriped only

Hours of Service - Work shall be performed by the Contractor between the hours of 8:00 am and 5:00 pm, Monday thru 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 shall begin_____2016 and will extend for thirty (30) calendar days and terminated on_____2016. The Contractor will be required to commence work under this contract ten (10) calendar days after the start date identified in this contract. In the event all work required in the bid specifications has not been completed by the end of the Contract period, the Contractor agrees to provide work as authorized by the Contract Supervisor until all work specified in the bid specifications has been rendered and accepted by the City.

SECTION IV
RENEWAL OPTION

"N/A"

SECTION V
COMPENSATION

The total amount to be paid by the City to the Contractor is a lump sum in the amount of $ _____, plus a one-time only payment of ten-dollar ($10.00) 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 per unit prices: each, lump sum, linear feet, square yards, system, etc.

Progress Payments – N/A

Acceptance and Final Payment - Upon receipt of written notice that each project 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, City will promptly issue a final certificate, stating that the work provided for in the Contract has been completed and that the City's final acceptance of the Contractor's work under the terms and the conditions of this Contract is authorized and the entire balance due the Contractor will be paid to the Contractor in thirty (30) calendar days after the date of said final certificate. Such final payment to the Contractor shall be subject to the covenants in the Contract's Standard Specifications, and less any liquidated damages assessed against the Contractor.

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.

Invoice for services shall be submitted once a month, by the tenth (10th) day of the month, and payment shall be made in thirty (30) calendar days unless Contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payment 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 release of liens, and is approved by Project Manager as required under Section XIV 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 and liens arising out of or resulting from the Contractor's performance of the work under the contract, an affidavit asserting and confirming that to the Contractor's 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 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.

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 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 shall indemnify and hold harmless the City, its Officers and their employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligent, recklessness, or intentional wrongful conduct of the design professional/Contractor or and persons other employed or utilized by the Contractor in the performance of the 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. 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 must include limits of at least $100,000.00 each accident, $100,000.00 each disease/employee, $500,000.00 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage should apply on a primary basis. Should scope of work performed by Contractor qualify its employee for benefits under Federal Workers'

Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

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

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

An Additional Insured endorsement must be attached to the certificate of insurance and must include coverage for Completed Operations (should be ISO CG20101185 or CG20371001 & CG20100704) under the General Liability policy. Products & Completed Operations coverage to be provided for a minimum of five (5) years from the date of possession by City or completion of contract. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interest's provision as provided under the standard ISO form separation of insurer's clause.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured with a 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, Parking Lot Repairs at Sportsman's Park shall be listed as additionally insured, Contract #20160088".** The Certificate of Insurance and policy shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage should be attached to the Certificate of Insurance. All independent contractors and subcontractors utilized in this project must furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

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

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

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

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

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

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

The failure on the part of the Contractor to execute the contract and/or punctually deliver the required insurance certification and other documentation may be a cause for annulment of the award.

SECTION IX
ACTS OF GOD

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

Emergencies - In the event of emergencies affecting the safety of persons, the work, or property, at the site or adjacent thereto, the Contractor, 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
PAYMENTS AND PERFORMANCE BOND

"N/A"

SECTION XI
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 XII
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).

RECORDS

The City of Port St. Lucie is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to Section 119.0701, F.S.

Contractor agrees to comply with all public records laws, specifically to:

Keep and maintain public records required by the City in order to perform the service;

1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (*See http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/*).

2. During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City.

3. Records include 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 with the City. Contractor's records under this Contract include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.

4. The Contractor agrees to make available to the City, during normal business hours all books of account, reports and records relating to this contract.

5. A Contractor who fails to provide the public records to the City within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984
(772) 871 5157
PPR@cityofpsl.com

SECTION XIII
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. Upon completion of the work, Contractor shall remove all of

Contractors' equipment and all excess materials, and put the work area in a neat, clean, sanitary and safe condition.

SECTION XIV
INSPECTION AND CORRECTION OF DEFECTS

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

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

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

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

SECTION XV
ADDITIONAL REQUIREMENTS

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

The City shall be listed as an original owner on all manufacturers' warranties, if any, for materials and services. 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 installed, or accepted by the City, whichever last occurs.

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

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

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

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

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

Contractual Relations - The Contractor are 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.

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

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

Storage and Stockpiling – All storage or stockpiling of tools or material (i.e. lumber, pilings, etc.) shall be limited to uplands. Excess lumber, scrap wood, trash, garbage or other types of debris shall be removed from the project site within three (3) days at 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.

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 necessary to comply with the regulations of the County Board of Health or other bodies having jurisdiction. 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. 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, "complete" and/or "accepted".

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 expense. The Contractor's special attention is directed to protection of any geodetic monument, horizontal, vertical or property corner, located within the limits of construction.

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

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

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

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

SECTION XVI
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 XVII
SAFETY PRECAUTIONS

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

Safety Data Sheets - The Contractor shall provide SDS's and description literature for each chemical/compound/mixture used in the performance of the Contract to the City before the commencement of any work. All SDS's shall be of the latest version and comply with 29 CFR§ 1910.1200. Hazardous products shall not be used except with prior approval of the City, and must be disposed of properly by the Contractor in accordance with U.S. Environmental Protection Agency 40 CFR§ 260-265. The Contractor shall maintain and have readily accessible on-site a complete SDS book of all chemicals, compounds/mixtures used in the execution of the contract.

Personal Protective Equipment (PPE) - 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 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, and other warnings against hazards as is prudent and/or required by law to protect the public interest. All damage, injury or loss to persons and/or property caused, directly or indirectly, in whole or in part, by the Contractor's employees, or subcontractors, or anyone directly or indirectly employed by said parties shall be remedied by the Contractor.

OSHA Compliance - Bidders must agree that the products furnished and application methods will comply with applicable provisions of the Williams-Steiger Occupational Safety and Health Act (OSHA) of 1970. These requirements shall include all primary and refresher training mandated under the OSHA guidelines.

SECTION XVIII
ASSIGNMENT

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

SECTION XIX
TERMINATION, DELAYS AND LIQUIDATED DAMAGES

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

B. Liquidated Damages for Delays. If material is not provided or work is not completed within the time stipulated in this Contract, including any extensions of time for excusable delays as herein provided, the Contractor shall provide to the City one hundred ($100.00) dollars as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed. The Contractor and his sureties shall be jointly and severally liable to the City for the amount thereof.

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

Contractor must promptly notify the City in writing within two (2) calendar days of the cause of delay. If, on the basis of the facts and the terms of this Contract, the delay is properly excusable the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

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

SECTION XX
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 XXI
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 XXII
APPROPRIATION APPROVAL

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

SECTION XXIII
ENTIRE CONTRACT

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

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: _____
Jeff Bremer, City Manager

By: _____
Authorized Representative of (company name)

State of: _____

County of: _____

Before me personally appeared: _____)
(please print)

Please check one:

Personally known _____

Produced Identification: _____
(type of identification)

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

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

_____
Notary Signature

Notary Public: State of _____ at Large.

My Commission Expires: _____.

(*Seal*)

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Section 287.087, Florida Statutes hereby certifies that _____ does:
(Name of Business)

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

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

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

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

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

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

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

_____
Bidder's Signature

_____
Date

"A City for All Ages"

VENDOR CODE OF ETHICS

E-BID #20160088

Parking Lot Repairs at Sportsman's Park

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.

CITY OF PORT ST. LUCIE, FLORIDA
E- BID # 20160088
Parking Lot Repairs at Sportsman's Park

CONTRACTOR VERIFICATION FORM

THE FOLLOWING IS TO BE COMPLETED BY PRIME BIDDER:

Name of Firm: _____

Corporate Title: _____

Address: _____

_____
(Zip Code)

By: _____
(Print name) (Print title)

_____
(Authorized Signature)

Telephone: ( ) _____

Fax: ( ) _____

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

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

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

Type of License: _____

Unlimited _____ (yes/no)

If "NO", Limited to what trade? _____

CITY OF PORT ST. LUCIE, FLORIDA
NONCOLLUSION AFFIDAVIT OF PRIME BIDDER
E-BID # 20160088
Parking Lot Repairs at Sportsman's Park

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. _____

CHECKLIST
Bid #20160088

Parking Lot Repairs at Sportsman's Park

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 #20160088 with proper signatures upload to DemandStar.

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

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

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

_____ Required forms: Vendor Code of Ethics, Contractor Verifications Form, Non-collusion Affidavit of Prime Contractor. All forms are to be uploaded to DemandStar.

_____ Drug Free Workplace Form uploaded to DemandStar.

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

_____ Copy of the Checklist uploaded to DemandStar.

_____ Each Bid Addendum (when issued) is acknowledged on the E-Bid Reply Sheet #20160088.

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

_____ All price extensions and totals have been thoroughly checked.

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

THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET

ATTACHMENT A

Map Location

201 NW Prima Vista Blvd (East Lot)
City of Port St. Lucie
Parking Lot Repairs at Sportsman's Park

(1 page follow as a separate attachment)

(balance of page left intentionally blank)

ATTACHMENT B

Map Location

220 NW Irving St (West Lot)
City of Port St. Lucie
Parking Lot Repairs at Sportsman's Park

(1 page follow as a separate attachment)

(balance of page left intentionally blank)

ATTACHMENT C

SealMaster Specification

City of Port St. Lucie
Parking Lot Repairs at Sportsman's Park

(2 pages follow as a separate attachment)

(balance of page left intentionally blank)

ATTACHMENT D

Example of areas that need to be repaired will be marked with orange paint

City of Port St. Lucie
Parking Lot Repairs at Sportsman's Park

(2 pages follow as a separate attachment)

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SealMaster
Pavement Products & Equipment

SealMaster® Coal Tar Concentrate Pavement Sealer

SMT - 100

Revised: 1/14

1. PRODUCT NAME
SealMaster Coal Tar Concentrate Pavement Sealer

2. MANUFACTURER
SealMaster has a nationwide network of manufacturing and distribution facilities.

Phone: 800-395-7325
www.sealmaster.net

3. PRODUCT DESCRIPTION & BENEFITS
SealMaster Coal Tar Concentrate Pavement Sealer is a clay-stabilized, fuel-resistant coal tar emulsion pavement sealer designed to protect and beautify asphalt pavement. Coal Tar Concentrate is formulated to be job-mixed with water and aggregate.

Basic Uses: SealMaster Coal Tar Concentrate is designed to beautify and protect asphalt pavement surfaces including parking lots, airports, driveways, shopping malls, roadways, and more.

Composition: SealMaster Coal Tar Concentrate is a clay-stabilized, fuel-resistant coal tar emulsion pavement sealer fortified with special surfactants to promote superior adhesion and durability. Select aggregate is job-mixed to produce a slip-resistant coating.

Sizes: SealMaster Coal Tar Concentrate is available in 4,000 gallon bulk tankers, 55-gallon drums, and 5-gallon pails.

Color: SealMaster Coal Tar Concentrate dries to a deep, rich black color.

Limitations: SealMaster Coal Tar Concentrate shall not be applied when temperature is expected to drop below 50°F at any time within a 24 hour period after application.

4. TECHNICAL DATA
SealMaster Coal Tar Concentrate meets the requirements of ASTM D 5727, RP 355e, ASTM D 490, FAA P627, FAA P628, FAA P630, and P631 specifications for coal tar pitch emulsion (CTPE) pavement sealer.

Environmental Considerations: SealMaster Coal Tar Concentrate does not contain asbestos. Coal Tar Concentrate is an environmentally friendly water based pavement sealer containing less than 50 grams per liter volatile organic content (VOC).

Physical/Chemical Properties: SealMaster Coal Tar Concentrate is a premium quality pavement sealer that meets the following material requirements when tested in accordance with ASTM D 140, ASTM D 466, ASTM D 490, ASTM B117, ASTM D 529, ASTM D 2939, and ASTM D244 procedures. (see chart below)

5. INSTALLATION
Surface must be clean and free from all loose material and dirt. Pavement surface repairs should be made with a suitable hot or cold asphalt mix. Cracks should be filled with SealMaster hot pour or cold applied crack fillers. Treat all grease, oil, and gasoline spots or stains with SealMaster Petro Seal™ or Prep Seal™.

Methods: SealMaster Coal Tar Concentrate shall be applied by either pressurized spray application equipment or self-propelled squeegee equipment. Pressurized spray equipment shall be capable of spraying pavement sealer with sand added. Equipment shall have continuous agitation or mixing capabilities to maintain homogeneous consistency of pavement sealer mixture throughout the application process. Self-propelled squeegee equipment shall have at least 2 squeegee or brush devices (one behind the other) to assure adequate distribution and penetration of sealer into bituminous pavement. Hand squeegees and brushes shall be acceptable in areas where practicality prohibits the use of mechanized equipment.

TEST	SPECIFICATIONS	RESULT
Material	Material shall be homogenous and show no separation or coagulation that cannot be overcome by moderate stirring.	PASSES
Chem. & Physical Analysis		
- Non Volatiles %	47% Minimum	PASSES
- Ash Non Volatiles %	30 - 40	PASSES
- Solubility of Non Volatiles in CS_2%	20 Min.	PASSES
- Specific Gravity 25°C	1.20 Minimum	PASSES
Drying Time	8 Hr. Max.	PASSES
Adhesion & Resistance to Water	No Penetration or Loss of Adhesion	PASSES
Resistence to Heat	No Blistering or Sagging	PASSES
Flexibility	No Cracking or Flaking	PASSES
Resistence to Impact	No Chipping, Flaking or Cracking	PASSES
Resistence to Volatilization	10% Loss in Weight Max.	PASSES
Wet Film Continuity	Smooth, Nongranular Free from Coarse Particles	PASSES
Resistance to Kerosene	No loss of adhesion or penetration	PASSES
P-625 Fuel Resistance Test	Evaluation of Fuel Resistance	PASSES
P-630 Fuel Resistance Test	Evaluation of Fuel Resistance	PASSES
P-631 Fuel Resistance Test	Evaluation of Fuel Resistance	PASSES

SealMaster® Coal Tar Concentrate Pavement Sealer SMT - 100
SealMaster Revised: January 2014 (Supersedes SMT-100 (12/09), (10/11), (6/13), (9/13)
PAVING AND SURFACING Pavement Sealer

SealMaster® Coal Tar Concentrate
Pavement Sealer

Mixing Procedures:
- For optimum results, SealMaster Coal Tar Concentrate Pavement Sealer shall be mixed in accordance with the following mix design (based on 100 gallons for ease of calculation):

Coal Tar Concentrate.....100 gals.
Water.....30-40 gals.
Sealer V.M. Polymer Additive.....1-2 gals.
Sand*.....300-500 lbs.
*(40-70 mesh AFS rating)

IMPORTANT: The above mix design is a typical recommendation. Alternative mix designs may be substituted to account for local pavement conditions and use of other pavement sealer additives. However, in all cases sand shall be used in the mix design.

NOTE: Sealer V.M. is manufactured by ThorWorks and is available from your local SealMaster facility.

Application: For optimum performance and durability apply two coats of properly mixed SealMaster Coal Tar. A third coat of mixed Coal Tar Sealer may be applied to high traffic areas such as entrances, exits, and drive lanes.

Application Rate of Mixed Coal Tar Sealer: Apply properly mixed Coal Tar Sealer (Coal Tar Concentrate, Water, Sand, Additive) at a rate of .11 to .13 gallon per square yard (70-82 square feet per gallon) per coat.

Estimating Material Requirements: To estimate gallons of SealMaster Coal Tar Concentrate required to cover a specific area use the following coverage rate:
• One gallon of SealMaster Coal Tar Concentrate will cover approximately 100-120 square feet (11.1 to 13.3 square yards) per coat when properly mixed and applied.

Note: Coverage rates may vary due to pavement age and porosity.

Precautions: Both surface and ambient temperature shall be a minimum of 50°F. Temperature shall not drop below 50°F in a 24 hour period following application. New asphalt surfaces should be allowed to cure a minimum of four weeks under ideal weather conditions (70°F) before applying Coal Tar Concentrate. Keep Out Of Reach Of Children. Do not store unopened drums or pails in freezing temperatures.

6. AVAILABILITY & COST

Availability: SealMaster Coal Tar Concentrate is supported by a nationwide network of SealMaster manufacturing facilities along with a national network of professional applicators.

Cost: Cost information can be obtained from a local SealMaster Coal Tar Concentrate applicator. Contact SealMaster for the Coal Tar Concentrate representative in your area.

7. WARRANTY
SealMaster warrants that SealMaster Coal Tar Concentrate meets the chemical composition and performance requirements set forth in section 4. Liability to the buyer or user of this product is limited to the replacement value of the product only.

8. MAINTENANCE
Periodic cleaning of parking lot surface will ensure optimum product service life.

9. TECHNICAL SERVICES

Manufacturer: Complete product specifications, material safety data sheets, and technical assistance is available from SealMaster.

Professional Applicators: Your local SealMaster Coal Tar Concentrate applicator is available to provide on-site inspections and recommendations to meet your specific needs.

10. FILING SYSTEMS

- Sweet's Catalog
- Sweet's CD
- Sweet's Online
- Sweet's Directory
- SealMaster Online Specification at www.sealmaster.net
- Complete SealMaster Product and Equipment Catalog Available

The statements made on this specification sheet are believed to be true and accurate and are intended to provide a guide for approved application practices. As workmanship, weather, construction, condition of pavement, tools utilized, and other variables affecting results are all beyond our control, the manufacturer warrants only that the material conforms to product specifications and any liability to the buyer or user of this product is limited to the replacement value of the product only. The manufacturer expressly disclaims any implied warranties of merchantability or fitness for a particular purpose. Warranty is void on multi-coat applications if material made by other manufacturers is used with this product.

Form No.: SMT- 100
Revised: 1/14
Supersedes: SMT-100 (12/09), (10/11), (6/13), (9/13)

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SealMaster
Phone: 1-800-395-7325

www.sealmaster.net

SealMaster®
Pavement Products & Equipment

BID ADDENDUM # 1
BID # 20160088
Addendum Date: 5/31/2016

Bid Name: Parking Lot Repairs at Sportsman's Park

Please make the following changes/modifications to the subject bid:

1. Is there a pre-bid meeting?

   Answer: No there is not a pre-bid meeting. Bidders may view the parking lots at their convenience.

2. Is there a budget amount for this project?

   Answer: $40,000.00

NOTE: The bid opening date has not changed.

Location of the opening has not been changed.

Instructions to Bidder:

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

BID ADDENDUM # 1
BID # 20160088
Addendum Date: 5/31/2016

Bid Name: Parking Lot Repairs at Sportsman's Park

Please make the following changes/modifications to the subject bid:

1. Is there a pre-bid meeting?

   Answer: No there is not a pre-bid meeting. Bidders may view the parking lots at their convenience.

2. Is there a budget amount for this project?

   Answer: $40,000.00

NOTE: The bid opening date has not changed.

Location of the opening has not been changed.

Instructions to Bidder:

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

BID OPENING ATTENDANCE
SEALED BID-201600088-SH
Parking Lot Repairs at Sportsman's Park
June 22, 2016 @ 11:00 a.m.

	Name (Please PRINT legibly)	**Agency**	**E-Mail Address**	**Telephone # & FAX #**
1.	Sherri Hawes	City – PMD	shawes@cityofpsl.com	T772-871-5221
				F772-871-7337
2.	Ron Finks	P+R		T
				F
3.				T
				F
4.				T
				F
5.				T
				F
6.				T
				F
7.				T
				F

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7G
Meeting Date: 7/11/16

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: #20160151 Declaration of Surplus Assets

Submittal Date: 7/1/2016

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 twenty four (24) Request to Relinquish Surplus forms and Vehicle/Equip-Trailer/Auction List are expected to have a value of $1,000 or more. 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 Request to Relinquish Surplus Forms for twenty one (21) vehicles and three (3) for other types of equipment as outlined on the attached list 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 these item now will allow for an optimum price. 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. Forty (40) vehicles, and eighteen (18) heavy/industrial pieces of equipment to date

have been auctioned online, resulting in an average of 115% increase from similar vehicles sold in previous on-site auctions.

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: 7/11/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: Vehicle/Equip-Trailer/Auction List, Request to Relinquish Surplus Forms

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

City of Port St. Lucie
2015/2016 Vehicle/Equip-Trailer/Auction List
To City Council for Approval 06/11/2016

H:\WORD\BIDS-16\20160151-BL\[On Line Auction To City Council 06-11-2016.xlsx]2016

Police Department:

	Dept.	Unit #	Year/Make	ID Number	Fixed Asset #	City Tag
1	6200	NS-12	2002 Dodg Ram Truck	1D7HA16K72J182846	07704	209755
2	2110	U-173	2003 Chevy Impala	2G1WF52E239423115	08907	215264
3	2131	U-128R2	2004 Ford Crown Victoria	2FAFP71W04X139236	09798	229289
4	2131	U-083R1	2004 Ford Crown Victoria	2FAFP71W14X139231	09801	207476
5	2131	U-042R2	2005 Chevy Tahoe	1GNEC13Z75R207993	10881	230705
6	2131	U-011R2	2005 Ford Crown Victoria	2FAFP71W65X165230	10885	236302
7	2131	U-062R1	2005 Ford Crown Victoria	2FAFP71WX5X165232	10891	236295
8	2131	U-077R2	2005 Ford Crown Victoria	2FAFP71W95X165237	10894	236299
9	2131	U-015R2	2005 Ford Crown Victoria	2FAFP71W15X158525	10906	236303
10	2131	U-086R2	2006 Ford Crown Victoria	2FAFP71W06X143810	12457	240008
11	2131	U-056R2	2006 Ford Crown Victoria	2FAFP71W56X143804	12462	239967
12	2131	U-096R3	2006 Ford Crown Victoria	2FAFP71W86X143814	12468	239975

Total - 12

Public Works Department

1	4126	PWD-1692	1987 Int'l Dump Truck	1HTLKTVR5HHA11692	01880	71407
2	2500	PW-1477	1990 Chevy Van	1GCJP32K0L3311477	02929	203903
3	4126	PWD-6816	1992 Ford F700 Truck	1FDPF70JXNVA36816	03354	94494
4	4126	PWD-6079	1995 Ford Truck	1FDYW82E7SVA76079	04232	108032
5	4127	PW-5392	2003 Dodge Truck	1D7HU16N63J595392	08452	Trnsf to PW-2089
6	4121	PW-0531	2004 GMC Truck	1GTEK14X44Z260531	09796	Trnsf to PW-2090
7	4121	PW-4795	1994 Ford Ambulance	1FDKF37M3RNB54795	14037	XA7670

Total - 7

Utilities Department

1	1348	UMR-4954	2006 Ford Ranger Truck	1FTYR10U16PA64954	12387	239933
2	3513	UWW-17R1	1996 Ford F150 Truck	1FTEF14H1TLB82272	04925	XA7976

Total - 2

Total Vehicles - 21

Trailers /Equipment:

Parks & Recreation

1	4135	PKMT-02	2002 Genie Lift	5D8AA23102B000213	08115	217283

Total - 1

Public Works

1	4126	PW-9111	Kaser Rotary Screw Comressor	31919111	06282	-	No Title

Total - 1

Utilities

1	1347	-	Remittance Processing System	53-38221337	11775	-	No Title

Total - 1

Total Trailers/Equip - 3

Grand Total - 24

Department Tracking #_____
Transaction #_____

REQUEST TO RELINQUISH SURPLUS

DATE INITIATED 6 / 6 / 2016 DEPARTMENT HEAD APPROVAL (SIGNATURE) John A. Boldue

CONTACT PERSON AND TELEPHONE NUMBER Roberto Mann 772-418-7546

DEPARTMENT Animal Control (6200)

ITEM DESCRIPTION Dodge Ram ~~U42~~ NS-12

ITEM LOCATION FVS Maintenance lot

MANUFACTURER Dodge

MODEL # RAM SERIAL # 1D7HA16K72J182846

FIXED ASSET #7704 EST. CURRENT VALUE $ 1000

CONDITION: ( ) EXCELLENT ( ) GOOD ( ) FAIR (X) POOR ( ) TRASH

REASON FOR REQUEST Deadline due to mechanical issues
TRANSFER **FROM** DEPARTMENT n/a **TO** DEPARTMENT
IS ITEM TO BE USED AS A TRADE-IN? ( ) YES (X) NO

IF YES: ON WHAT ITEM n/a

VALUE OFFERED $ n/a VENDOR n/a

****

RECOMMENDATION:

( ) TRADE-IN
( ) AUCTION ( ) RECYCLE/DISPOSE/RELINQUISH
( ) ON LINE AUCTION ( ) STOLEN POLICE REPORT#
DISPOSAL METHOD SPECIFIED

DISPOSAL APPROVED BY PROCUREMENT MANAGEMENT DEPT.: [signature] 7/1/16

RECIPIENT (METHOD) P.O.#

****

COUNCIL APPROVAL (BLUE SHEET) RECEIVED DATE ___/___/___

****

AUCTION ITEM #_____ VALUE RECEIVED $_____ DATE SOLD ___/___/___

****

RECEIVED
JUN 27 2016
Procurement Management Department

Department Tracking #_____
Transaction #_____

REQUEST TO RELINQUISH SURPLUS

DATE INITIATED 6 / 6 / 2016 DEPARTMENT HEAD APPROVAL (SIGNATURE) _____

CONTACT PERSON AND TELEPHONE NUMBER Roberto Mann 772-418-7546

DEPARTMENT Police Department (2131)

ITEM DESCRIPTION Chevy Impala U173

ITEM LOCATION FVS Maintenance lot

MANUFACTURER Chevrolet

MODEL # Impala SERIAL # 2G1WF52E239423115

FIXED ASSET #8907 EST. CURRENT VALUE $ 800

CONDITION: ( ) EXCELLENT ( ) GOOD ( ) FAIR (X) POOR ( ) TRASH

REASON FOR REQUEST Deadline due to mechanical issues
TRANSFER **FROM** DEPARTMENT n/a **TO** DEPARTMENT _____
IS ITEM TO BE USED AS A TRADE-IN? ( ) YES (X) NO

IF YES: ON WHAT ITEM n/a

VALUE OFFERED $ n/a VENDOR n/a
****
RECOMMENDATION:

( ) TRADE-IN
( ) AUCTION ( ) RECYCLE/DISPOSE/RELINQUISH
( ) ON LINE AUCTION ( ) STOLEN POLICE REPORT#_____
DISPOSAL METHOD SPECIFIED _____

DISPOSAL APPROVED BY PROCUREMENT MANAGEMENT DEPT.: _____ 7-1-16

RECIPIENT (METHOD) _____ P.O. #_____

****
COUNCIL APPROVAL (BLUE SHEET) RECEIVED DATE ____/____/____

****
AUCTION ITEM #_____ VALUE RECEIVED $_____ DATE SOLD ____/____/___

****

RECEIVED
JUN 27 2016
Procurement Management Department

Department Tracking #_____
Transaction #_____

REQUEST TO RELINQUISH SURPLUS

DATE INITIATED 6 / 6 / 2016 DEPARTMENT HEAD APPROVAL (SIGNATURE) John A. Bolduc

CONTACT PERSON AND TELEPHONE NUMBER Roberto Mann 772-418-7546

DEPARTMENT Police Department (2131)

ITEM DESCRIPTION 2004 Ford Crown Vic U128

ITEM LOCATION FVS Maintenance lot

MANUFACTURER Ford

MODEL # Crown Victoria Police Interceptor SERIAL # 2FAFP71W04X139236

FIXED ASSET #9798 EST. CURRENT VALUE $ 500

CONDITION: ( ) EXCELLENT ( ) GOOD ( ) FAIR (X) POOR ( ) TRASH

REASON FOR REQUEST Deadline
TRANSFER **FROM** DEPARTMENT n/a **TO** DEPARTMENT
IS ITEM TO BE USED AS A TRADE-IN? ( ) YES (X) NO

IF YES: ON WHAT ITEM n/a

VALUE OFFERED $ n/a VENDOR n/a

****

RECOMMENDATION:

( ) TRADE-IN
( ) AUCTION ( ) RECYCLE/DISPOSE/RELINQUISH
( ) ON LINE AUCTION ( ) STOLEN POLICE REPORT#
DISPOSAL METHOD SPECIFIED

DISPOSAL APPROVED BY PROCUREMENT MANAGEMENT DEPT.: Cleyl Shoraberger 7-1-16

RECIPIENT (METHOD) P.O. #

****

COUNCIL APPROVAL (BLUE SHEET) RECEIVED DATE ___/___/___

****

AUCTION ITEM #_____ VALUE RECEIVED $_____ DATE SOLD ___/___/___

****

RECEIVED
JUN 27 2016
Procurement Management Department

Department Tracking #_____
Transaction #_____

REQUEST TO RELINQUISH SURPLUS

DATE INITIATED 6 / 6 / 2016 DEPARTMENT HEAD APPROVAL (SIGNATURE) John A. Boldue

CONTACT PERSON AND TELEPHONE NUMBER Roberto Mann 772-418-7546

DEPARTMENT Police Department (2131)

ITEM DESCRIPTION 2004 Ford Crown Vic U83

ITEM LOCATION FVS Maintenance lot

MANUFACTURER Ford

MODEL # Crown Victoria Police Interceptor SERIAL # 2FAFP71W14X139231

FIXED ASSET #9801 EST. CURRENT VALUE $ 500

CONDITION: ( ) EXCELLENT ( ) GOOD ( ) FAIR (X) POOR ( ) TRASH

REASON FOR REQUEST Deadline
TRANSFER **FROM** DEPARTMENT n/a **TO** DEPARTMENT
IS ITEM TO BE USED AS A TRADE-IN? ( ) YES (X) NO

IF YES: ON WHAT ITEM n/a

VALUE OFFERED $ n/a VENDOR n/a
****
RECOMMENDATION:

( ) TRADE-IN
( ) AUCTION ( ) RECYCLE/DISPOSE/RELINQUISH
( ) ON LINE AUCTION ( ) STOLEN POLICE REPORT#
DISPOSAL METHOD SPECIFIED

DISPOSAL APPROVED BY PROCUREMENT MANAGEMENT DEPT.: 7-16

RECIPIENT (METHOD) P.O. #

****
COUNCIL APPROVAL (BLUE SHEET) RECEIVED DATE ____/____/____

****
AUCTION ITEM #_____ VALUE RECEIVED $_____ DATE SOLD ____/____/___

****

RECEIVED
JUN 27 2016
Procurement Management Department

Department Tracking #_____
Transaction #_____

REQUEST TO RELINQUISH SURPLUS

DATE INITIATED 6 / 6 / 2016 DEPARTMENT HEAD APPROVAL (SIGNATURE) John A. Boldue

CONTACT PERSON AND TELEPHONE NUMBER Roberto Mann 772-418-7546

DEPARTMENT Police Department (2131)

ITEM DESCRIPTION Chevy Tahoe U42

ITEM LOCATION FVS Maintenance lot

MANUFACTURER Chevrolet

MODEL # Impala SERIAL # 1GNEC13Z75R207993

FIXED ASSET #10881 EST. CURRENT VALUE $ 2000

CONDITION: ( ) EXCELLENT ( ) GOOD ( ) FAIR (X) POOR ( ) TRASH

REASON FOR REQUEST Deadline due to mechanical issues
TRANSFER **FROM** DEPARTMENT n/a **TO** DEPARTMENT
IS ITEM TO BE USED AS A TRADE-IN? ( ) YES (X) NO

IF YES: ON WHAT ITEM n/a

VALUE OFFERED $ n/a VENDOR n/a
****
RECOMMENDATION:

( ) TRADE-IN
( ) AUCTION ( ) RECYCLE/DISPOSE/RELINQUISH
( ) ON LINE AUCTION ( ) STOLEN POLICE REPORT#
DISPOSAL METHOD SPECIFIED

DISPOSAL APPROVED BY PROCUREMENT MANAGEMENT DEPT.:

RECIPIENT (METHOD) P.O. #

****
COUNCIL APPROVAL (BLUE SHEET) RECEIVED DATE ____/____/____

****
AUCTION ITEM #_____ VALUE RECEIVED $_____ DATE SOLD ____/____/___

****

RECEIVED
JUN 27 2016
Procurement Management Department

Department Tracking #_____
Transaction #_____

REQUEST TO RELINQUISH SURPLUS

DATE INITIATED 6 / 6 / 2016 DEPARTMENT HEAD APPROVAL (SIGNATURE) John A. Boldue

CONTACT PERSON AND TELEPHONE NUMBER Roberto Mann 772-418-7546

DEPARTMENT Police Department (2131)

ITEM DESCRIPTION 2005 Ford Crown Vic U11

ITEM LOCATION FVS Maintenance lot

MANUFACTURER Ford

MODEL # Crown Victoria Police Interceptor SERIAL # 2FAFP71W65X165230

FIXED ASSET #10885 EST. CURRENT VALUE $ 600

CONDITION: ( ) EXCELLENT ( ) GOOD ( ) FAIR (X) POOR ( ) TRASH

REASON FOR REQUEST Deadline
TRANSFER **FROM** DEPARTMENT n/a **TO** DEPARTMENT
IS ITEM TO BE USED AS A TRADE-IN? ( ) YES (X) NO

IF YES: ON WHAT ITEM n/a

VALUE OFFERED $ n/a VENDOR n/a
****
RECOMMENDATION:

( ) TRADE-IN
( ) AUCTION ( ) RECYCLE/DISPOSE/RELINQUISH
( ) ON LINE AUCTION ( ) STOLEN POLICE REPORT#
DISPOSAL METHOD SPECIFIED

DISPOSAL APPROVED BY PROCUREMENT MANAGEMENT DEPT.: 7-1-16

RECIPIENT (METHOD) P.O. #

****
COUNCIL APPROVAL (BLUE SHEET) RECEIVED DATE ____/____/____

****
AUCTION ITEM #_____ VALUE RECEIVED $_____ DATE SOLD ____/____/___

****

RECEIVED
JUN 27 2016
Procurement Management Department

Department Tracking #_____
Transaction #_____

REQUEST TO RELINQUISH SURPLUS

DATE INITIATED 6 / 6 / 2016 DEPARTMENT HEAD APPROVAL (SIGNATURE) John A. Boldue

CONTACT PERSON AND TELEPHONE NUMBER Roberto Mann 772-418-7546

DEPARTMENT Police Department (2131)

ITEM DESCRIPTION 2005 Ford Crown Vic U62

ITEM LOCATION FVS Maintenance lot

MANUFACTURER Ford

MODEL # Crown Victoria Police Interceptor SERIAL # 2FAFP71WX5X165232

FIXED ASSET #10891 EST. CURRENT VALUE $ 600

CONDITION: ( ) EXCELLENT ( ) GOOD ( ) FAIR (X) POOR ( ) TRASH

REASON FOR REQUEST Deadline
TRANSFER **FROM** DEPARTMENT n/a **TO** DEPARTMENT
IS ITEM TO BE USED AS A TRADE-IN? ( ) YES (X) NO

IF YES: ON WHAT ITEM n/a

VALUE OFFERED $ n/a VENDOR n/a
****
RECOMMENDATION:

( ) TRADE-IN
( ) AUCTION ( ) RECYCLE/DISPOSE/RELINQUISH
( ) ON LINE AUCTION ( ) STOLEN POLICE REPORT#
DISPOSAL METHOD SPECIFIED

DISPOSAL APPROVED BY PROCUREMENT MANAGEMENT DEPT.: 7-16

RECIPIENT (METHOD) P.O. #

****
COUNCIL APPROVAL (BLUE SHEET) RECEIVED DATE ____/____/____

****
AUCTION ITEM #_____ VALUE RECEIVED $_____ DATE SOLD ____/____/___

****

RECEIVED
JUN 27 2016
Procurement Management Department

Department Tracking #_____
Transaction #_____

REQUEST TO RELINQUISH SURPLUS

DATE INITIATED 6 / 6 / 2016 DEPARTMENT HEAD APPROVAL (SIGNATURE) John A. Boldue

CONTACT PERSON AND TELEPHONE NUMBER Roberto Mann 772-418-7546

DEPARTMENT Police Department (2131)

ITEM DESCRIPTION 2005 Ford Crown Vic U77

ITEM LOCATION FVS Maintenance lot

MANUFACTURER Ford

MODEL # Crown Victoria Police Interceptor SERIAL # 2FAFP71W95X165237

FIXED ASSET #10894 EST. CURRENT VALUE $ 600

CONDITION: ( ) EXCELLENT ( ) GOOD ( ) FAIR (X) POOR ( ) TRASH

REASON FOR REQUEST Deadline
TRANSFER **FROM** DEPARTMENT n/a **TO** DEPARTMENT
IS ITEM TO BE USED AS A TRADE-IN? ( ) YES (X) NO

IF YES: ON WHAT ITEM n/a

VALUE OFFERED $ n/a VENDOR n/a
****
RECOMMENDATION:

( ) TRADE-IN
( ) AUCTION ( ) RECYCLE/DISPOSE/RELINQUISH
( ) ON LINE AUCTION ( ) STOLEN POLICE REPORT#
DISPOSAL METHOD SPECIFIED

DISPOSAL APPROVED BY PROCUREMENT MANAGEMENT DEPT.: 7-1-16

RECIPIENT (METHOD) P.O. #
****
COUNCIL APPROVAL (BLUE SHEET) RECEIVED DATE ____/____/____
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AUCTION ITEM #_____ VALUE RECEIVED $_____ DATE SOLD ____/____/____
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RECEIVED
JUN 27 2016
Procurement Management Department

Department Tracking #_____
Transaction #_____

REQUEST TO RELINQUISH SURPLUS

DATE INITIATED 6 / 6 / 2016 DEPARTMENT HEAD APPROVAL (SIGNATURE) John A. Boldue

CONTACT PERSON AND TELEPHONE NUMBER Roberto Mann 772-418-7546

DEPARTMENT Police Department (2131)

ITEM DESCRIPTION 2005 Ford Crown Vic U15

ITEM LOCATION FVS Maintenance lot

MANUFACTURER Ford

MODEL # Crown Victoria Police Interceptor SERIAL # 2FAFP71W15X158525

FIXED ASSET #10906 EST. CURRENT VALUE $ 600

CONDITION: ( ) EXCELLENT ( ) GOOD ( ) FAIR (X) POOR ( ) TRASH

REASON FOR REQUEST Deadline
TRANSFER **FROM** DEPARTMENT n/a **TO** DEPARTMENT
IS ITEM TO BE USED AS A TRADE-IN? ( ) YES (X) NO

IF YES: ON WHAT ITEM n/a

VALUE OFFERED $ n/a VENDOR n/a
****
RECOMMENDATION:

( ) TRADE-IN
( ) AUCTION ( ) RECYCLE/DISPOSE/RELINQUISH
( ) ON LINE AUCTION ( ) STOLEN POLICE REPORT#
DISPOSAL METHOD SPECIFIED

DISPOSAL APPROVED BY PROCUREMENT MANAGEMENT DEPT.: 7-16

RECIPIENT (METHOD) P.O.#

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COUNCIL APPROVAL (BLUE SHEET) RECEIVED DATE ___/___/___

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AUCTION ITEM #_____ VALUE RECEIVED $_____ DATE SOLD ___/___/___

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RECEIVED
JUN 27 2016
Procurement Management Department

Department Tracking #_____
Transaction #_____

REQUEST TO RELINQUISH SURPLUS

DATE INITIATED 6 / 6 / 2016 DEPARTMENT HEAD APPROVAL (SIGNATURE) John A. Bolduc

CONTACT PERSON AND TELEPHONE NUMBER Roberto Mann 772-418-7546

DEPARTMENT Police Department (2131)

ITEM DESCRIPTION 2005 Ford Crown Vic U86

ITEM LOCATION FVS Maintenance lot

MANUFACTURER Ford

MODEL # Crown Victoria Police Interceptor SERIAL # 2FAFP71W06X143810

FIXED ASSET #12457 EST. CURRENT VALUE $ 600

CONDITION: ( ) EXCELLENT ( ) GOOD ( ) FAIR (X) POOR ( ) TRASH

REASON FOR REQUEST Deadline
TRANSFER **FROM** DEPARTMENT n/a **TO** DEPARTMENT
IS ITEM TO BE USED AS A TRADE-IN? ( ) YES (X) NO

IF YES: ON WHAT ITEM n/a

VALUE OFFERED $ n/a VENDOR n/a

****

RECOMMENDATION:

( ) TRADE-IN
( ) AUCTION ( ) RECYCLE/DISPOSE/RELINQUISH
( ) ON LINE AUCTION ( ) STOLEN POLICE REPORT#
DISPOSAL METHOD SPECIFIED

DISPOSAL APPROVED BY PROCUREMENT MANAGEMENT DEPT.: Cly Shoaberg 7/1/6

RECIPIENT (METHOD) P.O. #

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COUNCIL APPROVAL (BLUE SHEET) RECEIVED DATE ___/___/___

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AUCTION ITEM #_____ VALUE RECEIVED $_____ DATE SOLD ___/___/___

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RECEIVED
JUN 27 2016
Procurement Management Department

Department Tracking #_____
Transaction #_____

REQUEST TO RELINQUISH SURPLUS

DATE INITIATED 6 / 6 / 2016 DEPARTMENT HEAD APPROVAL (SIGNATURE) John A. Boldue

CONTACT PERSON AND TELEPHONE NUMBER Roberto Mann 772-418-7546

DEPARTMENT Police Department (2131)

ITEM DESCRIPTION 2005 Ford Crown Vic U56

ITEM LOCATION FVS Maintenance lot

MANUFACTURER Ford

MODEL # Crown Victoria Police Interceptor SERIAL # 2FAFP71W56X143804

FIXED ASSET #12462 EST. CURRENT VALUE $ 600

CONDITION: ( ) EXCELLENT ( ) GOOD ( ) FAIR (X) POOR ( ) TRASH

REASON FOR REQUEST Deadline
TRANSFER **FROM** DEPARTMENT n/a **TO** DEPARTMENT
IS ITEM TO BE USED AS A TRADE-IN? ( ) YES (X) NO

IF YES: ON WHAT ITEM n/a

VALUE OFFERED $ n/a VENDOR n/a
****
RECOMMENDATION:

( ) TRADE-IN
( ) AUCTION ( ) RECYCLE/DISPOSE/RELINQUISH
( ) ON LINE AUCTION ( ) STOLEN POLICE REPORT#
DISPOSAL METHOD SPECIFIED

DISPOSAL APPROVED BY PROCUREMENT MANAGEMENT DEPT.: 7-1-16

RECIPIENT (METHOD) P.O.#

****
COUNCIL APPROVAL (BLUE SHEET) RECEIVED DATE ____/____/____

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AUCTION ITEM #_____ VALUE RECEIVED $_____ DATE SOLD ____/____/___

****

RECEIVED
JUN 27 2016
Procurement Management Department

Department Tracking #_____
Transaction #_____

REQUEST TO RELINQUISH SURPLUS

DATE INITIATED 6 / 6 / 2016 DEPARTMENT HEAD APPROVAL (SIGNATURE) John A. Boldue

CONTACT PERSON AND TELEPHONE NUMBER Roberto Mann 772-418-7546

DEPARTMENT Police Department (2131)

ITEM DESCRIPTION 2006 Ford Crown Vic U96

ITEM LOCATION FVS Maintenance lot

MANUFACTURER Ford

MODEL # Crown Victoria Police Interceptor SERIAL # 2FAFP71W86X143814

FIXED ASSET #12468 EST. CURRENT VALUE $ 600

CONDITION: ( ) EXCELLENT ( ) GOOD ( ) FAIR (X) POOR ( ) TRASH

REASON FOR REQUEST Deadline
TRANSFER **FROM** DEPARTMENT n/a **TO** DEPARTMENT
IS ITEM TO BE USED AS A TRADE-IN? ( ) YES (X) NO

IF YES: ON WHAT ITEM n/a

VALUE OFFERED $ n/a VENDOR n/a
****
RECOMMENDATION:

( ) TRADE-IN
( ) AUCTION ( ) RECYCLE/DISPOSE/RELINQUISH
( ) ON LINE AUCTION ( ) STOLEN POLICE REPORT#
DISPOSAL METHOD SPECIFIED

DISPOSAL APPROVED BY PROCUREMENT MANAGEMENT DEPT.: 7-1-16

RECIPIENT (METHOD) P.O.#
****
COUNCIL APPROVAL (BLUE SHEET) RECEIVED DATE ____/____/____

****
AUCTION ITEM #_____ VALUE RECEIVED $_____ DATE SOLD ____/____/___

****

RECEIVED
JUN 27 2016
Procurement Management Department

Department Tracking #_____
Transaction #_____

REQUEST TO RELINQUISH SURPLUS

DATE INITIATED 6-13-16 DEPARTMENT HEAD APPROVAL (SIGNATURE) James E. Engstadt

CONTACT PERSON AND TELEPHONE NUMBER Rick Perkins

DEPARTMENT Public Work

ITEM DESCRIPTION Dump Truck

ITEM LOCATION Thornhill

MANUFACTURER INTERNATIONAL

MODEL # S-1900 SERIAL # 1HTLKTVR5HHA11692

FIXED ASSET # 1880-000 1880-001 EST. CURRENT VALUE $ 2000.00

Bed & Truck

CONDITION: ( ) EXCELLENT ( ) GOOD ( ) FAIR (X) POOR ( ) TRASH

REASON FOR REQUEST CAN NOT OBTAIN REPAIR PARTS
TRANSFER FROM DEPARTMENT _____
TO DEPARTMENT _____
IS ITEM TO BE USED AS A TRADE-IN? ( ) YES ( ) NO

IF YES: ON WHAT ITEM _____

VALUE OFFERED $ _____ VENDOR _____

****

RECOMMENDATION:

( ) TRADE-IN
( ) AUCTION ( ) RECYCLE/DISPOSE/RELINQUISH
(✓) ON LINE AUCTION ( ) STOLEN POLICE REPORT# _____
DISPOSAL METHOD SPECIFIED Cheryl Shrosbery 6-28-16

DISPOSAL APPROVED BY PROCUREMENT MANAGEMENT DEPT.: _____

RECIPIENT (METHOD) _____ P.O. # _____

****

COUNCIL APPROVAL (BLUE SHEET) RECEIVED DATE _____

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AUCTION ITEM # _____ VALUE RECEIVED $ _____ DATE SOLD _____

****

Council

Department Tracking #_____
Transaction #_____

REQUEST TO RELINQUISH SURPLUS

DATE INITIATED 6-13-16 DEPARTMENT HEAD APPROVAL (SIGNATURE) James E. Angstadt

CONTACT PERSON AND TELEPHONE NUMBER RICK PERKINS 4263

DEPARTMENT Public Work

ITEM DESCRIPTION STEP VAN

ITEM LOCATION Thornhill

MANUFACTURER Chev

MODEL # 30 SERIAL # 1GCJP32K0L3311477

FIXED ASSET # 02929-000 EST. CURRENT VALUE $ 1000.00

CONDITION: ( ) EXCELLENT ( ) GOOD ( ) FAIR (X) POOR () TRASH

REASON FOR REQUEST _____
TRANSFER FROM DEPARTMENT _____
TO DEPARTMENT _____
IS ITEM TO BE USED AS A TRADE-IN? ( ) YES ( ) NO

IF YES: ON WHAT ITEM _____

VALUE OFFERED $_____ VENDOR _____

****

RECOMMENDATION:

( ) TRADE-IN
( ) AUCTION ( ) RECYCLE/DISPOSE/RELINQUISH
(✓) ON LINE AUCTION ( ) STOLEN POLICE REPORT#_____
DISPOSAL METHOD SPECIFIED _____

DISPOSAL APPROVED BY PROCUREMENT MANAGEMENT DEPT.: Cheryl Shanahan 6-26-1

RECIPIENT (METHOD) _____ P.O. #_____

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COUNCIL APPROVAL (BLUE SHEET) RECEIVED DATE _____

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AUCTION ITEM #_____ VALUE RECEIVED $_____ DATE SOLD _____

****

Council

PWD 6816

Department Tracking #_____
Transaction #_____

REQUEST TO RELINQUISH SURPLUS

DATE INITIATED 6/13/16 DEPARTMENT HEAD APPROVAL (SIGNATURE) James E. Angstadt

CONTACT PERSON AND TELEPHONE NUMBER RICK PERKINS 4263

DEPARTMENT Public Works

ITEM DESCRIPTION PUMP TRUCK

ITEM LOCATION THORNHILL

MANUFACTURER FORD

MODEL # F 700 SERIAL # 1FDPF70JXNVA36816

FIXED ASSET # 03354-000 EST. CURRENT VALUE $ 2000.00

CONDITION: ( ) EXCELLENT ( ) GOOD ( ) FAIR (X) POOR ( ) TRASH

REASON FOR REQUEST _____
TRANSFER FROM DEPARTMENT _____
TO DEPARTMENT _____
IS ITEM TO BE USED AS A TRADE-IN? ( ) YES ( ) NO

Conveyor Belt attached

IF YES: ON WHAT ITEM _____

VALUE OFFERED $_____ VENDOR _____

****

RECOMMENDATION:

( ) TRADE-IN
(✓) AUCTION ( ) RECYCLE/DISPOSE/RELINQUISH
(✓) ON LINE AUCTION ( ) STOLEN POLICE REPORT#_____
DISPOSAL METHOD SPECIFIED _____

DISPOSAL APPROVED BY PROCUREMENT MANAGEMENT DEPT.: Cheryl Shoraberger 6-28-16

RECIPIENT (METHOD) _____ P.O. #_____

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COUNCIL APPROVAL (BLUE SHEET) RECEIVED DATE _____

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AUCTION ITEM #_____ VALUE RECEIVED $_____ DATE SOLD _____

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Council

Department Tracking #_____
Transaction #_____

REQUEST TO RELINQUISH SURPLUS

DATE INITIATED 6-13-16 DEPARTMENT HEAD APPROVAL (SIGNATURE) James E. Angstadt

CONTACT PERSON AND TELEPHONE NUMBER RICK PERKINS 4263

DEPARTMENT PUBLIC WORKS

ITEM DESCRIPTION BELT CONVEYOR 18"

ITEM LOCATION PUBLIC WORK ATTACHED to PWD 6816

MANUFACTURER _____

MODEL # 1800 SERIAL # BE05776106

FIXED ASSET # 11301-000 EST. CURRENT VALUE $ 1000

CONDITION: ( ) EXCELLENT ( ) GOOD ( ) FAIR (X) POOR ( ) TRASH

REASON FOR REQUEST _____
TRANSFER FROM DEPARTMENT _____
TO DEPARTMENT _____
IS ITEM TO BE USED AS A TRADE-IN? ( ) YES ( ) NO

IF YES: ON WHAT ITEM _____

VALUE OFFERED $_____ VENDOR _____

****

RECOMMENDATION:

( ) TRADE-IN
( ) AUCTION ( ) RECYCLE/DISPOSE/RELINQUISH
( ) ON LINE AUCTION ( ) STOLEN POLICE REPORT#_____
DISPOSAL METHOD SPECIFIED _____

DISPOSAL APPROVED BY PROCUREMENT MANAGEMENT DEPT.: Cleff Sharaberger 62616

RECIPIENT (METHOD) _____ P.O.# _____

****

COUNCIL APPROVAL (BLUE SHEET) RECEIVED DATE _____

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AUCTION ITEM #_____ VALUE RECEIVED $_____ DATE SOLD _____

****

Attached to Ford F700 Dump Truck - to be auctioned together.

Council

Department Tracking #_____
Transaction #_____

REQUEST TO RELINQUISH SURPLUS

DATE INITIATED 6-13-16 DEPARTMENT HEAD APPROVAL (SIGNATURE) James E. Angstadt

CONTACT PERSON AND TELEPHONE NUMBER RICK PERKINS

DEPARTMENT Public Works

ITEM DESCRIPTION 3800 gal WATER TRUCK

ITEM LOCATION THORNHILL

MANUFACTURER Ford

MODEL # L-8000 SERIAL # 1FDYW82E7SVA76079

FIXED ASSET # 04232-001 04232-000 EST. CURRENT VALUE $ 2000.00

Tank & Truck

CONDITION: ( ) EXCELLENT ( ) GOOD ( ) FAIR (X) POOR ( ) TRASH

REASON FOR REQUEST CAN NOT obtain Repair PARTS

TRANSFER FROM DEPARTMENT _____

TO DEPARTMENT _____

IS ITEM TO BE USED AS A TRADE-IN? ( ) YES ( ) NO

IF YES: ON WHAT ITEM _____

VALUE OFFERED $_____ VENDOR _____

****

RECOMMENDATION:

( ) TRADE-IN
( ) AUCTION ( ) RECYCLE/DISPOSE/RELINQUISH
(✓) ON LINE AUCTION ( ) STOLEN POLICE REPORT#_____

DISPOSAL METHOD SPECIFIED _____

DISPOSAL APPROVED BY PROCUREMENT MANAGEMENT DEPT.: Cheryl Shanahan 6-26-16

RECIPIENT (METHOD) _____ P.O. #_____

****

COUNCIL APPROVAL (BLUE SHEET) RECEIVED DATE _____

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AUCTION ITEM #_____ VALUE RECEIVED $_____ DATE SOLD _____

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Council

Department Tracking #_____
Transaction #_____

REQUEST TO RELINQUISH SURPLUS

DATE INITIATED 6/13/16 DEPARTMENT HEAD APPROVAL (SIGNATURE) James E. Angstadt

CONTACT PERSON AND TELEPHONE NUMBER RICK PERKINS 4263

DEPARTMENT Public Works

ITEM DESCRIPTION ~~WALK~~ Dodge Pickup

ITEM LOCATION Public Works Bldg 4

MANUFACTURER Dodge

MODEL # 1500 SERIAL # 1D7HU16N63J595392

FIXED ASSET # 08452-000 08452-001 EST. CURRENT VALUE $ 1000.00

CONDITION: ( ) EXCELLENT ( ) GOOD ( ) FAIR (X) POOR ( ) TRASH

REASON FOR REQUEST VEH WAS REPLACED
TRANSFER FROM DEPARTMENT _____
TO DEPARTMENT _____
IS ITEM TO BE USED AS A TRADE-IN? ( ) YES ( ) NO

IF YES: ON WHAT ITEM _____

VALUE OFFERED $_____ VENDOR _____

Split acct 75/25

****

RECOMMENDATION:

( ) TRADE-IN
( ) AUCTION ( ) RECYCLE/DISPOSE/RELINQUISH
( ) ON LINE AUCTION ( ) STOLEN POLICE REPORT#_____
DISPOSAL METHOD SPECIFIED _____

DISPOSAL APPROVED BY PROCUREMENT MANAGEMENT DEPT.: Cleyl Shasky 6-28-16

RECIPIENT (METHOD) _____ P.O. #_____

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COUNCIL APPROVAL (BLUE SHEET) RECEIVED DATE _____

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AUCTION ITEM #_____ VALUE RECEIVED $_____ DATE SOLD _____

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Council

Department Tracking #_____
Transaction #_____

REQUEST TO RELINQUISH SURPLUS

DATE INITIATED 6/13/16 DEPARTMENT HEAD APPROVAL (SIGNATURE) James E. Angstadt

CONTACT PERSON AND TELEPHONE NUMBER Rick Perkins

DEPARTMENT Public Works

ITEM DESCRIPTION GMC Pickup 2004

ITEM LOCATION Public Works Thornhill

MANUFACTURER GMC

MODEL # Sierra SERIAL # 1GTEK14X44Z260531

FIXED ASSET # 09796006 EST. CURRENT VALUE $ 1000.00

CONDITION: ( ) EXCELLENT ( ) GOOD ( ) FAIR (X) POOR ( ) TRASH

REASON FOR REQUEST VEH WAS REPLACED

TRANSFER FROM DEPARTMENT _____

TO DEPARTMENT _____

IS ITEM TO BE USED AS A TRADE-IN? ( ) YES ( ) NO

IF YES: ON WHAT ITEM _____

VALUE OFFERED $_____ VENDOR _____

****

RECOMMENDATION:

( ) TRADE-IN

( ) AUCTION ( ) RECYCLE/DISPOSE/RELINQUISH

( ) ON LINE AUCTION ( ) STOLEN POLICE REPORT#_____

DISPOSAL METHOD SPECIFIED _____

DISPOSAL APPROVED BY PROCUREMENT MANAGEMENT DEPT.: Cheryl Sharabeyn 6-26-16

RECIPIENT (METHOD) _____ P.O. #_____

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COUNCIL APPROVAL (BLUE SHEET) RECEIVED DATE _____

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AUCTION ITEM #_____ VALUE RECEIVED $_____ DATE SOLD _____

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Council

Department Tracking #_____
Transaction #_____

REQUEST TO RELINQUISH SURPLUS

DATE INITIATED 06/09/2016 DEPARTMENT HEAD APPROVAL (SIGNATURE) Jamm E. Arnstadt

CONTACT PERSON AND TELEPHONE NUMBER Paul Johnson 772-370-9778

DEPARTMENT Public Works - Traffic

ITEM DESCRIPTION 1994 Ambulance (fiber) PW-4795

ITEM LOCATION Currently at Traffic compound (Dwyer)

MANUFACTURER Ford

MODEL # Ambulance SERIAL # VIN: 1FDKF37M3RNB54795

FIXED ASSET # 14037 EST. CURRENT VALUE $ 4000.

CONDITION: ( ) EXCELLENT ( ) GOOD ( ) FAIR (✓) POOR ( ) TRASH

REASON FOR REQUEST Vehicle does not start. Will need to be towed when removed.
TRANSFER **FROM** DEPARTMENT _____
TO DEPARTMENT _____
IS ITEM TO BE USED AS A TRADE-IN? ( ) YES (✓) NO

IF YES: ON WHAT ITEM _____

VALUE OFFERED $_____ VENDOR _____

****

RECOMMENDATION:

( ) TRADE-IN
(✓) AUCTION ( ) RECYCLE/DISPOSE/RELINQUISH
(✓) ON LINE AUCTION ( ) STOLEN POLICE REPORT#_____
DISPOSAL METHOD SPECIFIED Clyl Shoraberg 6-28-16

DISPOSAL APPROVED BY PROCUREMENT MANAGEMENT DEPT.: _____

RECIPIENT (METHOD) _____ P.O. #_____

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COUNCIL APPROVAL (BLUE SHEET) RECEIVED DATE _____

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AUCTION ITEM #_____ VALUE RECEIVED $_____ DATE SOLD _____

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Council

Department Tracking # _____
Transaction # _____

REQUEST TO RELINQUISH SURPLUS

DATE INITIATED 06/28/16 DEPARTMENT HEAD APPROVAL (SIGNATURE) _____

CONTACT PERSON AND TELEPHONE NUMBER Rob NOON 7383

DEPARTMENT Meter Readers

ITEM DESCRIPTION UMR-4954 2006 Ranger

ITEM LOCATION Prineville

MANUFACTURER Ford (mileage 130,273 as of Jan '16)

MODEL # Ranger SERIAL # 1FTYR10U16PA64954

FIXED ASSET # 12387 EST. CURRENT VALUE $ _____

CONDITION: ( ) EXCELLENT ( ) GOOD ( ) FAIR (X) POOR ( ) TRASH

REASON FOR REQUEST Old

TRANSFER **FROM** DEPARTMENT _____

TO DEPARTMENT _____

IS ITEM TO BE USED AS A TRADE-IN? ( ) YES ( ) NO

IF **YES**: ON WHAT ITEM _____

VALUE OFFERED $ _____ VENDOR _____

****

RECOMMENDATION:

( ) TRADE-IN
( ) AUCTION ( ) RECYCLE/DISPOSE/RELINQUISH
(X) ON LINE AUCTION ( ) STOLEN POLICE REPORT# _____

DISPOSAL METHOD SPECIFIED _____

DISPOSAL APPROVED BY PROCUREMENT MANAGEMENT DEPT.: _____ 7-1-16

RECIPIENT (METHOD) _____ P.O. # _____

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COUNCIL APPROVAL (BLUE SHEET) RECEIVED DATE _____

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AUCTION ITEM # _____ VALUE RECEIVED $ _____ DATE SOLD _____

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RECEIVED
JUN 29 2016
Procurement Management Department

Council Approval

Surplus

Department Tracking #_____ 3513
Transaction #_____

REQUEST TO RELINQUISH SURPLUS

DATE INITIATED 4/6/16 DEPARTMENT HEAD APPROVAL (SIGNATURE) _____

CONTACT PERSON AND TELEPHONE NUMBER Max Harper (772) 871-5430

DEPARTMENT 3513 - Utilities Glades Wastewater Treatment Facility

ITEM DESCRIPTION Ford F-150 4x4 YR: 1996 UWW-17R1

ITEM LOCATION Glades WWTF

MANUFACTURER Ford

MODEL # F-150 4x4 SERIAL # 1FTEF14H1TLB82272

FIXED ASSET # 04925 EST. CURRENT VALUE $ 100.00

CONDITION: ( ) EXCELLENT ( ) GOOD ( ) FAIR (X) POOR ( ) TRASH

REASON FOR REQUEST New vehicle acquired. Cannot keep this vehicle running
TRANSFER **FROM** DEPARTMENT _____
TO DEPARTMENT _____
IS ITEM TO BE USED AS A TRADE-IN? ( ) YES (X) NO

IF YES: ON WHAT ITEM _____

VALUE OFFERED $_____ VENDOR _____

****

RECOMMENDATION:

( ) TRADE-IN
( ) AUCTION ( ) RECYCLE/DISPOSE/RELINQUISH
( ) ON LINE AUCTION ( ) STOLEN POLICE REPORT#_____
DISPOSAL METHOD SPECIFIED _____

DISPOSAL APPROVED BY PROCUREMENT MANAGEMENT DEPT.: Cheryl Shearberger 7-1-16

RECIPIENT (METHOD) _____ P.O. #_____

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COUNCIL APPROVAL (BLUE SHEET) RECEIVED DATE ____/____/____

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AUCTION ITEM #_____ VALUE RECEIVED $_____ DATE SOLD ____/____/____

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Department Tracking #_____
Transaction #_____

REQUEST TO RELINQUISH SURPLUS

DATE INITIATED 5/23/16 DEPARTMENT HEAD APPROVAL (SIGNATURE) Sherman Conrad

CONTACT PERSON AND TELEPHONE NUMBER Jim Frye 8736323

DEPARTMENT 4135

ITEM DESCRIPTION 2002 Genie Lift PKMT-02

ITEM LOCATION 1901 SW Hampshire Lane

MANUFACTURER GENIE PHOTO ATTACHED

SN # 5DBAA231 02B000213

MODEL # TMZ 50/30 SERIAL # T5002-213

FIXED ASSET # 08115-000 EST. CURRENT VALUE $ 5,000.00

CONDITION: ( ) EXCELLENT ( ) GOOD (X) FAIR (X) POOR ( ) TRASH

REASON FOR REQUEST IN Need of Repairs, ongoing Break downs

TRANSFER **FROM** DEPARTMENT _____

TO DEPARTMENT _____

IS ITEM TO BE USED AS A TRADE-IN? ( ) YES (X) NO

IF YES: ON WHAT ITEM _____

VALUE OFFERED $_____ VENDOR _____

****

RECOMMENDATION:

( ) TRADE-IN
(X) AUCTION ( ) RECYCLE/DISPOSE/RELINQUISH
(X) ON LINE AUCTION ( ) STOLEN POLICE REPORT#_____

DISPOSAL METHOD SPECIFIED _____

DISPOSAL APPROVED BY PROCUREMENT MANAGEMENT DEPT.: Robyn Holden

RECIPIENT (METHOD) _____ P.O. # 62816

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COUNCIL APPROVAL (BLUE SHEET) RECEIVED DATE ___/___/___

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AUCTION ITEM #_____ VALUE RECEIVED $_____ DATE SOLD ___/___/___

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RECEIVED
MAY 25 2016
Procurement Management Department

Council

Genie Lift PKMT-02 2002 Jim Frye JF 4/3/15

Department Tracking #_____
Transaction #_____

REQUEST TO RELINQUISH SURPLUS

DATE INITIATED 6/13/2016 DEPARTMENT HEAD APPROVAL (SIGNATURE) James E. Angstadt

CONTACT PERSON AND TELEPHONE NUMBER Rick Perkins 4263

DEPARTMENT Public Works

ITEM DESCRIPTION Rotary Screw Compressor

ITEM LOCATION Public Works Thornhill

MANUFACTURER KASER

MODEL # M-31 SERIAL #_____

FIXED ASSET # 06282 EST. CURRENT VALUE $ 1000.00

CONDITION: ( ) EXCELLENT ( ) GOOD ( ) FAIR (X) POOR ( ) TRASH

REASON FOR REQUEST Item was replaced
TRANSFER FROM DEPARTMENT _____
TO DEPARTMENT _____
IS ITEM TO BE USED AS A TRADE-IN? ( ) YES ( ) NO

IF YES: ON WHAT ITEM _____

VALUE OFFERED $_____ VENDOR _____

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RECOMMENDATION:

( ) TRADE-IN
( ) AUCTION ( ) RECYCLE/DISPOSE/RELINQUISH
(✓) ON LINE AUCTION ( ) STOLEN POLICE REPORT#_____
DISPOSAL METHOD SPECIFIED _____

DISPOSAL APPROVED BY PROCUREMENT MANAGEMENT DEPT.: Cheryl Shanahan 6-28-16

RECIPIENT (METHOD) _____ P.O. #_____

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COUNCIL APPROVAL (BLUE SHEET) RECEIVED DATE _____

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AUCTION ITEM #_____ VALUE RECEIVED $_____ DATE SOLD _____

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Council

Department Tracking #_____
Transaction #_____

1347

REQUEST TO RELINQUISH SURPLUS

DATE INITIATED __1__/27/2016 DEPARTMENT HEAD APPROVAL (SIGNATURE) _____

CONTACT PERSON AND TELEPHONE NUMBER __Melissa Murray 772-871-5445_____

DEPARTMENT Utility Billing Division_____

ITEM DESCRIPTION ___Remittance payment processor itran 180e_____

ITEM LOCATION Finance Department (Utility Finance side) Room #266_____

MANUFACTURER NCR_____

MODEL #__1811_____ SERIAL #_53-38221337_____

FIXED ASSET #___11775_____ EST. CURRENT VALUE $ ↑ 1000.00?

CONDITION: ( ) EXCELLENT (X) GOOD ( ) FAIR ( ) POOR ( ) TRASH

REASON FOR REQUEST __Replace machine with smaller more Cannon CR-190i_____
TRANSFER **FROM** DEPARTMENT _____
TO DEPARTMENT_____
IS ITEM TO BE USED AS A TRADE-IN? ( ) YES (X) NO

IF YES: ON WHAT ITEM _____

VALUE OFFERED $_____ VENDOR _____

****

RECOMMENDATION:

( ) TRADE-IN
(X) AUCTION ( ) RECYCLE/DISPOSE/RELINQUISH
(X) ON LINE AUCTION ( ) STOLEN POLICE REPORT#_____
DISPOSAL METHOD SPECIFIED _____

DISPOSAL APPROVED BY PROCUREMENT MANAGEMENT DEPT.: _____ 7-1-16

RECIPIENT (METHOD) _____ P.O.#_____

****

COUNCIL APPROVAL (BLUE SHEET) RECEIVED DATE ____/____/____

****

AUCTION ITEM #_____ VALUE RECEIVED $_____ DATE SOLD ____/____/___

****

Sent Original on 3/8/16

RECEIVED
JUN 29 2016
Procurement Management Department

For Council Approval

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7H
Meeting Date: 7/11/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager
Patricia Roebling, P.E. Assistant City Manager – Admin. Services

FROM: Patricia J. Selmer, Director, Community Services

Agenda Item: Motion: Approve Third Amendment to Florida Housing Finance Corporation Contract Number 201007-02-045 dated 9/21/12 for Advisor Services UMAP/MLRP Contract

Submittal Date: 6/27/2016

STRATEGIC PLAN LINK: This item relates to Port St. Lucie's Mission, which is to provide "exceptional municipal services" (Principle A), that are "responsive to the community" (Principle B).

BACKGROUND: The Community Services Department has been working with St. Lucie County residents who need assistance to pay their mortgages under the Hardest Hit Fund (HHF) program for more than five years. The HHF program has saved many Port St. Lucie residents from foreclosure. The original contract approved by Council 4/18/2011 allowed us to provide Advisory Services for a two-year period. A revised contract approved 9/10/2012 improved the program to make it easier to qualify. Subsequent amendments approved 7/14/2014 and 4/13/2015 made modifications to compensation and public records portions of the contract and extended the term to June 30, 2016. The revised contract is dated July 1, 2016 but was sent to us by email on June 7, 2016. It was forwarded to the legal department for review and approved on June 20, 2016. Florida Housing Finance Corporation is aware that we cannot execute the contract without Council's approval.

ANALYSIS: The Third Amendment to the contract is effective July 1, 2016. It adds some statutorily-required language to the original contract and extends the term of the contract by one year.

FINANCIAL INFORMATION: There is no cost associated with approval of the Third Amendment to the contract.

LEGAL INFORMATION: Approved by Attorney Ella M. Gilbert on 6/20/2016 as to form and sufficiency.

STAFF RECOMMENDATION: Staff recommends approval of the attached Third Amendment to Contract 2010-07-02-045.

SPECIAL CONSIDERATION: Contract effective date is July 1, 2016.

PRESENTATION INFORMATION: Patricia Selmer will be available for any questions.

REQUESTED MEETING DATE: 7/11/2016

LOCATION OF PROJECT: The Hardest Hit Fund program is citywide.

ATTACHMENTS: Copy of Third Amendment to Contract Number 2010-07-02-045.

THIRD AMENDMENT
TO CONTRACT NUMBER 2010-07-02-045

THIS THIRD AMENDMENT ("Amendment") to CONTRACT NUMBER 2010-07-02-045 is entered into and effective as of July 1, 2016, ("Effective Date") by and between FLORIDA HOUSING FINANCE CORPORATION, a public corporation and a public body corporate and politic ("Florida Housing"), and CITY OF PORT ST. LUCIE ("Service Provider").

RECITALS

A. Florida Housing and Service Provider entered into Contract Number 2010-07-02-045, dated September 21, 2012, ("Contract") wherein Service Provider agreed to provide or perform advisor services pursuant to RFQ 2010-07. As used herein, "Contract" shall include within its meaning any modification or amendment to the Contract.

B. The initial term of the Contract was for two years, beginning September 21, 2012, and ending September 21, 2014.

C. Section 4 of the Contract provides that the Contract may be renewed for three, one-year terms.

D. Florida Housing and Service Provider wish to renew the Contract for the third one-year renewal term, subject to the terms and conditions set forth below.

AGREEMENT

NOW THEREFORE, in consideration of the terms and conditions contained in the Contract and this Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

A. Effective Date; Recitals. Upon its execution by both parties, this Amendment shall be effective on July 1, 2016. The above recitals are true and correct and form a part of this Amendment.

B. Renewal. The Contract is hereby renewed for the third one-year renewal term, beginning July 1, 2016, and ending June 30, 2017. Subject to any previous amendments or modifications and except as otherwise provided in this Amendment, the Contract shall stand renewed upon its same terms and conditions.

C. Amendments.

1. Section 7(e) is hereby amended by appending the following to the end of the section:

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the Corporation Clerk at:

Corporation Clerk
227 N. Bronough Street, Suite 5000
Tallahassee, Florida 32301-1329
Phone: 850.488.4197
E-mail: Corporation.Clerk@floridahousing.org

2. The Contract is amended further by creating Item (f). under Section 13, Governing Law; Venue; Other Provisions:

(f) The Service Provider understands and agrees to cooperate with any audits conducted in accordance with the provisions set forth in Section 20.055(5), Fla. Stat.

D. General Terms and Conditions.

1. This Amendment shall be construed and enforced according to the laws of the State of Florida and venue for any actions arising hereunder shall lie in Leon County, Florida.

2. This Amendment shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, successors and assigns.

3. This Amendment may be executed in counterpart originals, no one of which needs to contain the signatures of all parties hereto, but all of which together shall constitute one and the same instrument.

4. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law and are intended to be limited to the extent necessary so that they will not render this Amendment invalid, illegal, or unenforceable under any applicable law. If any term of this Amendment shall be held to be invalid, illegal or unenforceable, the validity of the other terms of this Amendment shall in no way be affected thereby.

5. Except as specifically modified by this Amendment, the Contract shall remain in full force and effect, and all of the terms and provisions thereof are hereby ratified and confirmed.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties have executed this THIRD AMENDMENT to Contract Number 2010-07-02-045, by a duly authorized representative, effective July 1, 2016.

CITY OF PORT ST. LUCIE

By:_____

Name/Title: _____

Date:_____

FEIN:_____

FLORIDA HOUSING FINANCE CORPORATION

By:_____
Stephen P. Auger, Executive Director

Date:_____

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7I
Meeting Date: 7/11/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager
Patricia Roebling, PE, Assistant City Manager- City Engineer
James Angstadt, PE, Public Works Director

FROM: Cheryl Shanaberger, Director Procurement Management Dept.
Sherri Hawes, Buyer, Procurement Management Department

Agenda Item: Motion: Amendment #1 to Contract#20150077 – Blackwell Pump Station Modifications & Four (4) New John Deere Engines

Submittal Date: 6/27/2016

STRATEGIC PLAN LINK: Goals 2020, Goal 1, Financially Sound City, High Performance City Organization, Major Project 2015-2016 "Blackwell Pump Station Fuel Upgrades".

BACKGROUND: The Public Works Department is currently undertaking the modifications to the Blackwell Pump Station in the eastern area of the City. The project involves the replacement of three (3) older out-of-date engines with new John Deere engines, the installation of one (1) new emergency backup John Deere Engine and generator, along with the replacement of the existing propane fuel system with a new diesel supply system. During the course of the project, after the existing ventilation system was removed, the contractor noted several areas of the spalling which were not identified during the original scoping of the project. The spalling areas were not visible and were only identified after equipment and venting hardware was removed from the walls of the pump station. Staff requested that the contractor provide a proposal for the repairs which includes a certification from a structural engineer certifying that the repairs meet specifications and the pump station building is structurally sound.

Amendment No. 1 to the Blackwell Pump Station Modification contract with MWI involves repairing the concrete spalling area in accordance with International Concrete Repair Institute (ICRI) guidelines and the American Concrete Institute (ACI) standards. The amendment includes protecting the engines and equipment from concrete dust and debris with a removable cover that will enable the station

to be operational, as needed while repairs are being made. In addition, the amendment includes a certification from a Structural Engineer certifying that the repairs meet the specifications and the entire pump house building to be structurally sound.

ANALYSIS: Staff reviewed the proposal from Moving Water Industries, Corp. (MWI) for the Concrete Spalling Repair and Structural Certification of the Building to make the necessary repairs to move forward in the completion of this project.

FINANCIAL INFORMATION: Funds are available and will be allocated in the next budget amendment. Stormwater/Street & Drainage/Other Machinery & Equipment/Blackwell Pump Station.

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

STAFF RECOMMENDATION: Approval of Amendment #1 to Contract #20150077 with MWI Corporation in the amount of $41,727.00. The time period for the completion of this work will be an additional sixty five (65) calendar days for a new contract time of two hundred forty five (245) calendar days. The new contact amount is $915,405.00.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 7/11/2016

LOCATION OF PROJECT: 2656 SE South Blackwell Drive, Port St. Lucie, FL

ATTACHMENTS: Map, Amendment #1 and MWI Pumps Proposal

*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

JUL 0 5 2016

CITY MANAGER'S OFFICE

N

Blackwell Pump Station

E-bid #20150077

Map produced by the City of Port St Lucie City Council Map Generator Website on: 4/20/2015

Scale:

0 0.0125 0.025 0.05

mi

Contract # 20150077 Amendment #1

Contract # 20150077 Amendment # 1 Date:

Contract Title: Blackwell Pump Station Modifications & Four (4) New John Deere Engines

Contractor's Name: MWI Pumps

Current Expiration: 05/29/2016
Revised Expiration date: 08/02/2016
Revised Contract Amount: $915,405.00

The following modifications to the terms and conditions are hereby incorporated and made a part of the Contract indicated above. All other terms and conditions of the original Contract and/or Addenda are unchanged, with the exception that the City's performance and obligation to pay 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.

The following modifications are hereby incorporated and made a part of this Contract:

1. Cover engines and equipment protecting them from the concrete dust and debris. The engines and equipment will be protected in such a way that it is removable enabling the station to be operational when necessary.
2. Chip away spalled concrete exposing the corroded steel reinforcement at all the identified and suspected locations of damage.
3. When all the identified areas have been chipped and the reinforcing steel sufficiently exposed the engineer will inspect and advise if the concrete will be removed to any further limits. If the concrete must be chipped further the engineer will return to inspect and advise if it is ready for restoration concrete.
4. All concrete repairs will meet the engineer's specifications and at minimum conform to the International Concrete Repair Institute (ICRI) guidelines and ACI 318.
5. All concrete will need time to sufficiently cure.
6. The concrete debris will be cleaned up and disposed of daily and the station operational.

Included:
Permitting
All field labor and supervision
Engineering
Dumpsters, equipment and disposal

Total dollar amount of this Amendment: $41,727.00

7. Sixty five (65) calendar days are required for the Concrete Spalling Repair and Structural Certification of the Building.
8. All other terms and conditions of the original contract and/or Addenda apply

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 MWI Pumps

State of:_____

County of:_____

Before me personally appeared: _____
(please print)

Personally known _____

Produced Identification: _____
(type of identification)

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

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

_____
Notary Signature

Notary Public-State of _____ at Large

My Commission Expires _____.

(*seal*)

Trash Pumps,
Large Volume Pumps,
RotoFlo™ Wellpoint Dewatering Pump,
Jet Pump and PrimeRite™ Self-Priming Pump Rentals

April 12, 2016
City of Port St. Lucie
Mark Hamel
Public Works Department
121 S.W. Port St. Lucie Blvd.
Port St. Lucie, FL 34984

City of Port St. Lucie Blackwell Pumping Station Repower and Ventilation
Contract #20150077

Re: Concrete Spalling Repair and Structural Certification of the Building.

As part of our contract scope we are to retrofit the existing concrete block building with a new ventilation system. The new ventilation system will require (8) new openings on the front and back of the station for fans and louvers.

When doing the structural engineering for the new openings it came to the engineer's attention that there is some concrete spalling on the inside of the building. Some of the spall is new and some areas are previous spall damage that was repaired. This damage appears to be limited to the inside face of poured concrete beams and columns only.

It has been mutually agreed by the city and MWI that the damage be inspected along with an added cost to repair the damage. This proposal will also provide the cost for a structural engineer licensed in the State of Florida to provide signed and sealed documentation that the building is structurally sound after the proposed spalling repairs.

This structural certification will take in consideration that we are modifying the structure with (8) new openings. Site inspection of the building, both inside and underneath, have concluded that there are visual signs of concrete spalling and corroding steel reinforcement bars on the inside of the building only. There is some step cracking in the block wall in one area for which some will be removed with the installation of the new opening. The remaining step cracking in the block will be sealed both inside and out.

The structural certification is limited to the concrete block building only. Completion of the recommended structural repairs will provide a certified structure with decades of expected additional service life.

MWI Rental Main Office
208 N.W. 1st Street Deerfield Beach, FL 33441
Phone: (954) 427-2206 Fax: (954) 426-2009

MWI Rental Fort Myers
4945 Kim Lane NE Fort Myers, FL 33905
Phone: (239) 337-4747 Fax: (239) 337-1331

MWI Rental Vero Beach
7775 S.W. 9th St. (Oslo Rd.) Vero Beach, FL 32968
Phone: (772) 770-0004 Fax: (772) 770-1096

MWI Rental Tampa
7905 Baseline Court Tampa, FL 33637
Phone: (813) 899-2863 Fax: (813) 899-2862

MWI Rental Orlando
9337 Bachman Road Orlando, FL 32824
Phone: (407) 854-3378 Fax: (407) 854-3376

MWI Rental Jacksonville
11000 Blasius Road Jacksonville, FL 32226
Phone: (904) 425-6741 Fax: (904) 425-6744

Our scope of work and supply includes the following:

1. Cover engines and equipment protecting them from the concrete dust and debris. The engines and equipment will be protected in such a way that it is removable enabling the station to be operational when necessary.
2. Chip away spalled concrete exposing the corroded steel reinforcement at all the identified and suspected locations of damage.
3. When all the identified areas have been chipped and the reinforcing steel sufficiently exposed the engineer will inspect and advise if the concrete will be removed to any further limits. If the concrete must be chipped further the engineer will return to inspect and advise if it is ready for restoration concrete.
4. All concrete repairs will meet the engineer's specifications and at minimum conform to the International Concrete Repair Institute (ICRI) guidelines and ACI 318.
5. The concrete will need time to sufficiently cure.
6. All concrete debris will be cleaned up and disposed of daily and the station operational.

Included:

Permitting
All field labor and supervision
Engineering
Dumpsters, equipment and disposal

Excluded:

Roof Structure – Pre-engineered wood trusses and roofing
Foundation Structure – Sheet piling, concrete pile caps and pre-stressed support piles
Exterior doors – Roll-up and man-doors
Painting

TOTAL PRICE: $41,727.00

Request for Additional Contract Time:

We are requesting this additional contract time due to unforeseen concrete spalling repairs and the process of qualifying the extent of the repairs. Along with the spall repairs was the additional request by the City to certify the building after the spall repairs. The nature of concrete spall damage is that it is concealed underneath the surface of the concrete and starts from corrosion on the reinforcing steel much like termite damage a majority of the damage is concealed.

The extent of the damage can only be qualified by chipping away the concrete in the affected areas.
The damage in some structures can be so extensive in critical and hard to access areas that it would be more cost effective to replace the building than repair all the spall damage. If in this case the spall damage had been too extensive and the structure had to be demolished, any engineering for the existing building modification would likely not be applicable to a new structure and be a waste of time and money. This is why we had to suspend the engineering until the spall repair process was complete and we could agree on a path forward that was cost effective and had longevity.
The concrete spall issue has been resolved and we are back on our original work plan and schedule.

MWI will require an additional 65 days

Sincerely,

Tom Hyde

Cc: Joe Hathcock, MWI Corp.

STILES ENGINEERING GROUP, INC.

PROFESSIONAL STRUCTURAL CONSULTANTS
404 SW Camden Ave., Stuart, FL 34994
Voice: (772)223-9883 Fax: (772)223-9502

March 28, 2016

Mr. Scott Snowden
R&S Metalworks
5690 Carlton Road
Port St. Lucie, FL 34987

Re: Necessity for Identifying and Repairing Concrete Spalls at the Blackwell Pump Station Structure

Dear Mr. Snowden;

The installation of the new louvers and exhaust fans for the above referenced structure will involve the removal of significant portions of the existing eight inch masonry walls. This is important as there are severe structural ramifications that go far beyond the simple removal of block walls. The masonry walls are part of the lateral load (shear) resisting system for the structure. Removal of portions of the shear walls will reduce the lateral load carrying ability of the structure and make the integrity of the remaining walls and columns even that much more important. It will place greater burden upon these remaining components. For this reason, it is absolutely necessary that there are no deficiencies in the condition of these remaining components. These components must be in good structural condition to expect the modified structure to perform properly.

As you know, in my letter to you on December 31, 2015, I pointed out there is extensive concrete spalling damage to the interior faces of many of the concrete beams and columns above the floor level. At the time of that letter, portions of the spalls had been repaired. I requested specifications on these repairs to assist me in determining their quality and integrity. These repairs could not since be qualified as structural and they appear to be cosmetic in nature. In order to qualify the structure, it will be necessary to remove the cosmetic repairs to make way for proper structural repairs.

In order for this structure to be able to resist the lateral loads as defined in the ***Florida Building Code 2014***, it is essential that the existing structure be thoroughly and properly repaired before the new ventilation rough openings are installed. Prior to the contractor and the City agreeing to repair these spalls it was not possible to move forward with the engineering required to implement the new ventilation system. Without these spall repairs, there is simply no reason to attempt to go forward with the installation of the new ventilation system as the existing construction would not meet the structural requirement required to implement these modifications.

With these modifications, I fully expect to be able to certify the superstructure (excluding the roof truss system) to be in compliance with the ***FBC 2014***. If you have any questions or concerns, or if I can be of any future service, please do not hesitate to contact me.

Respectfully submitted,

T. Stiles Peet, P. E., S.E.

STILES ENGINEERING GROUP, INC.

PROFESSIONAL STRUCTURAL CONSULTANTS
404 SW Camden Ave., Stuart, FL 34994
Voice: (772)223-9883 Fax: (772)223-9502

December 31, 2015

Mr. Scott Snowden
R&S Metalworks
5690 Carlton Road
Port St. Lucie, FL 34987

Re: Structural Integrity, Blackwell Pump Station, Port St. Lucie, FL 34996

Dear Mr. Snowden;

I have been retained to engineer the new ventilation openings at the above referenced structure. I have visited the site upon several occasions commencing on September 9, 2013 and most recently on November 13, 2015.

On my initial visit in September of 2013, I observed and documented with photographs, extensive concrete spalling damage. On my most recent visit last month I observed that portions of the spalling damage requiring repair had been repaired and portions of it had not.

In the process of the structural engineering for the new openings, it has come up that the new ventilation openings will not be able to be installed without proper repair of all the spalling damage nor will structural certification of the entire structure be possible. On my November site visit, I did a cursory review of the repaired spalls and found them to be somewhat deficient. It is paramount that all of the spalls be repaired properly prior to the installation of the new wall openings. Certification of this structure for long term future use hinges upon the repairs of these spalls being performed properly and completely.

I feel it is necessary to perform a full structural review with repair recommendations and procedures, of the entire structure in order to achieve confidence this structure can safely have the new openings installed and the building be utilized for decades to come. The installation and performance of the new ventilation openings are completely dependent upon the structural integrity of the building. I believe this building can certainly be structurally certified for the installation of the new openings and the subsequent long term use after their installation. However, this certification must start with a thorough structural review by a qualified professional structural engineer experienced in heavy concrete design and construction.

If you feel the existing spall repairs were done properly, please forward the repair procedures and construction drawings utilized for their repair work so that I may review them.

If you have any questions or concerns, or if I can be of any future service, please do not hesitate to contact me.

Respectfully submitted,

T. Stiles Peet, P. E., S.E.

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7J
Meeting Date: 7/11/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager

FROM: Jasmin Padova, Executive Secretary

Agenda Item: Motion: Request by Terissa Aronson President of the St. Lucie County Chamber of Commerce requesting City Sponsorship of the Annual Auction and Expo.

Submittal Date: 7/6/2016

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 July 13 thru July 27 2016

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 7/11/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: Code compliance summary sheet
Letter from Terissa Aronson

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

Name of Organization: St. Lucie County Chamber of Commerce

Location of Event: 2937 West Midway Rd

Number of Signs: 50

Date range of sign placement: 07/13/2016 to 07/27/2016

Contact Person: Terissa Aronson

Phone: (772) 595-9999 ext. 314

Email: Taronson@StLucieChamber.org

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

Staff Recommendation: Approve for Signs

---

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

ST. LUCIE COUNTY Chamber of Commerce

The Unified Chamber of Fort Pierce,
Port St. Lucie and all of St. Lucie County

Officers
Amy Brunjes, *Chairperson*
Florida Power & Light Company

Andy Steinbergs, *Chair-Elect*
St. Lucie News Tribune/TCPalm.com

Terri Sloan-Bartz, *Immediate Past Chair*
Seacoast Bank

Jim Hartley, *Treasurer*
DiBartolomeo, McBee, Hartley & Barnes P.A.

David Bernstein, *V.P. Economic Dev.*
Pharus Group

Patricia Christensen, *V.P. Government Affairs*
Summit 21/Weekly Tidbits

Jeff Emmeluth, *V.P Membership Services*
Spherion Recruiting & Staffing

Council Chairs
Rene Arteaga, *FP Area Council Chair*
TD Bank

Eric Finkel, *PSL Area Council Chair*
My Treasure Coast Online

Tiffany Byrnes, *Young Professionals Chair*
PNC Bank

Karla Tovar, *Ambassador Council Chair*
Aztec Graphix

Board Directors
Brent Baudier
PGA Golf Club

Gabe Brooks
Martin Health System

Mario Cossetti
MCC Partnership

Brad Currie
Engineering Design and Construction

Hugh Eighmie, II
Eighmie Law Firm, P.A.

Robbi Giaccone
Daniel T. Holley, M.D.

Jeannie Jacobson,
Physicians Immediate Care

Dr. Jack Mitchell
Mitchell Marketing Group

Kevin Moody
Geico Local Office

Kathy Post
Post Insurance and Financial, Inc.

Paul Taglieri
St. Lucie Mets Baseball Club

Odaly Victorio
Keller Williams Realty PSL-Team Victorious

Mike Weinert
Garber Buick GMC of Fort Pierce

Amber Woods
Treasure Coast Lexus

June 29, 2016

Jeff Bremer, City Manager
City of Port St. Lucie
City Hall
121 S.W. Port St. Lucie Blvd.
Port St. Lucie, FL 34984-5099

RE: Chamber Auction and Expo Signage

Dear Mr. Bremer:

The St. Lucie County Chamber of Commerce is pleased to be holding its annual Auction and Expo at the Port St. Lucie Civic Center. It is our 2nd year at this venue and we are very pleased with the partnership and the results.

This year's event is on July 27th from 4:00PM to 8:00 PM. As this event is free and open to the public, we would like to post signage at the city corners designated on the attached sheet entitled "Event Sign Locations." We would post 100 signs as indicated on the sheet from July 13th through July 27th.

We respectfully request your approval of our signage and appreciate your time in reviewing this application.

If you have any questions, please feel free to contact me.

Sincerely,

Terissa C. Aronson
President/CEO

2937 W. Midway Road, Fort Pierce, FL 34981 ¤ PH: 772.595.999

COUNCIL ITEM 8A
DATE 7/11/16

COUNCIL ITEM 10B
DATE 6/27/16

ORDINANCE 16-36

AN ORDINANCE AUTHORIZING THE ISSUANCE OF NOT TO EXCEED $140,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF CITY OF PORT ST. LUCIE, FLORIDA SPECIAL ASSESSMENT REFUNDING BONDS, SERIES 2016 (SOUTHWEST ANNEXATION SPECIAL ASSESSMENT DISTRICT NO. 1) TO REFUND ALL OF THE CITY'S OUTSTANDING SPECIAL ASSESSMENT BONDS, SERIES 2007B (SOUTHWEST ANNEXATION SPECIAL ASSESSMENT DISTRICT NO. 1), IN ORDER TO ACHIEVE DEBT SERVICE SAVINGS AND TO RESTRUCTURE THE CITY'S SPECIAL ASSESSMENT DEBT; PLEDGING THE HEREIN DESCRIBED PLEDGED REVENUES TO SECURE THE PAYMENT OF THE PRINCIPAL OF, REDEMPTION PREMIUM, IF ANY, AND INTEREST ON SUCH BONDS; PROVIDING FOR A COVENANT TO BUDGET AND APPROPRIATE FROM THE CITY'S LEGALLY AVAILABLE NON-AD VALOREM REVENUES AMOUNTS NECESSARY FOR THE PAYMENT OF DEBT SERVICE ON SUCH BONDS AND/OR TO FUND DEFICIENCIES IN THE DEBT SERVICE RESERVE ACCOUNT TO THE EXTENT OTHER AMOUNTS PLEDGED THEREFOR ARE INSUFFICIENT; PROVIDING FOR CERTAIN RIGHTS OF THE HOLDERS OF SUCH BONDS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port St. Lucie, Florida (the "City") has previously issued its Special Assessment Revenue Bonds, Series 2007B (Southwest Annexation Special Assessment District No. 1) (the "Series 2007B Bonds") for the principal purpose of financing costs of various infrastructure capital improvements within the Southwest Annexation Special Assessment District No. 1 (the "Special Assessment District").

WHEREAS, the City deems it to be in its best interests to refund all of the Series 2007B Bonds (the "Refunded Bonds") in order to achieve debt service savings for the City and to restructure the City's special assessment debt.

WHEREAS, the most efficient and cost-effective method of refunding the Refunded Bonds is by the issuance of the hereinafter defined Bonds secured by the Pledged Revenues (as defined herein).

WHEREAS, the principal of, redemption premium, if any, and interest on the Bonds shall be secured by and payable from the Pledged Revenues and the City shall never be required to use any ad valorem taxes for the payment of the Bonds; the Bonds shall not constitute general obligations of the City or a pledge of its faith and credit or taxing power, nor shall the owners of the Bonds have any lien or encumbrance on any property of the City, except the Pledged Revenues in the manner and to the extent provided in the hereinafter defined Bond Resolution.

WHEREAS, in order to further secure the Series 2007B Bonds, the City covenanted and agreed to budget and appropriate sufficient amounts from its Non-Ad Valorem Revenues (as defined below) in order to pay debt service on the Series 2007B Bonds to the extent the other Pledged Revenues were insufficient and the City deems it to be in the best interests of the City to provide the same covenant to further secure the Bonds.

SECTION 1. DEFINITIONS. When used in this Ordinance, the following terms shall have the following meanings, unless some other meaning is plainly intended:

"Assessment Ordinance" shall mean Ordinance No. 94-34 of the City adopted on July 25, 1994, as it may be amended and supplemented from time to time.

"Assessment Resolutions" shall mean, collectively, the resolutions of the City that provide for the imposition and collection of the Assessments, as each may be amended and supplemented from time to time.

"Assessments" shall mean the special assessments lawfully levied by the City in accordance with the Assessment Ordinance and the Assessment Resolutions against properties specially benefited by the acquisition and construction of the Project.

"Bonds" shall mean the City of Port St. Lucie Special Assessment Refunding Bonds, Series 2016 (Southwest Annexation Special Assessment District No. 1) issued by the City pursuant to this Ordinance and the Bond Resolution in one or more series.

"Bond Resolution" shall mean the resolution of the City providing for the security for the Bonds, the flow of funds, the rights and remedies of the owners of the Bonds and various other terms and details relating to the Bonds, as the same may be amended or supplemented from time to time.

"City" shall mean the City of Port St. Lucie, Florida, a municipal corporation established under the laws of the State of Florida.

"Council" shall mean the City Council of the City.

"Non-Ad Valorem Revenues" shall mean the legally available non-ad valorem revenues of the City available to be budgeted and appropriated to pay the debt service on the Bonds and to fund deficiencies in any debt service reserve account established pursuant to the Bond Resolution.

"Ordinance" shall mean this Ordinance adopted by the Council on the date hereof, as it may be amended and supplemented from time to time.

"Pledged Revenues" shall mean (1) the Special Assessments Proceeds, and (2) until applied in accordance with the provisions of the Bond Resolution, all moneys,

including investments thereof, in the funds and accounts (other than any rebate account established under the Bond Resolution) established under the Bond Resolution.

"Project" means the various infrastructure capital improvements within the Special Assessment District financed with proceeds of the Series 2007B Bonds, as described in the Assessment Resolutions and the bond documents executed in connection with the issuance of the Series 2007B Bonds, all as more particularly described in the plans and specifications on file with the City.

"Refunded Bonds" shall mean all of the outstanding Series 2007B Bonds.

"Series 2007B Bonds" shall mean the City of Port St. Lucie, Florida Special Assessment Revenue Bonds, Series 2007B (Southwest Annexation Special Assessment District No. 1).

"Special Assessment Proceeds" shall mean the proceeds of the Assessments lawfully collected by the City, including the interest and penalties on such Assessments. Special Assessment Proceeds shall include moneys lawfully received by the City on account of collection of any delinquent assessments and prepayments of Assessments.

The words "herein," "hereunder," "hereby," "hereto," "hereof," and any similar terms shall refer to this Ordinance.

Words importing the singular number include the plural number, and vice versa.

SECTION 2. AUTHORIZING THE REFUNDING OF THE REFUNDED BONDS. The Council hereby authorizes and approves the refunding of the Refunded Bonds in order to achieve debt service savings for the City and to restructure the City's special assessment debt.

SECTION 3. ISSUANCE OF THE BONDS. The Bonds are hereby authorized to be issued in the aggregate principal amount of not exceeding $140,000,000. The title and designation of the Bonds may be modified by the Bond Resolution to reflect the actual terms and series of such Bonds. The Bonds shall be issued for the principal purposes of (A) refunding the Refunded Bonds, (B) funding a debt service reserve, if necessary or desirable, (C) paying for any credit enhancement for the Bonds, and (D) paying costs and expenses of issuing the Bonds. The principal of, redemption premium, if any, and interest on the Bonds shall be secured by and payable from the Pledged Revenues, as provided herein and in the Bond Resolution.

The Bonds shall be dated such date or dates, shall bear interest at such rate or rates, shall mature at such times and in such amounts as may be determined by the Bond Resolution, and may be made redeemable before maturity, at the option of the City, at such price or prices and under such terms and conditions as may be determined by the Bond Resolution. The Council shall determine by the Bond Resolution the form of the

Bonds, the manner of executing such Bonds, and shall fix the denomination or denominations of such Bonds, the place or places and dates of payment of the principal and interest, and such other terms and provisions of the Bonds as it deems appropriate. The Bonds may be issued as capital appreciation Bonds, current interest paying Bonds, variable rate Bonds, serial Bonds, term Bonds, taxable Bonds, tax-exempt Bonds or any combination thereof, as shall be determined by the Bond Resolution. In case any officer whose signature or a facsimile of whose signature shall appear on the Bonds shall cease to be such officer before the delivery of such Bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes the same as if he had remained in office until such delivery. The Council may sell the Bonds in such manner and for such price as it may determine by the Bond Resolution to be in the best interests of the City. The Bonds may be further secured by any credit enhancement as the Council by the Bond Resolution deems appropriate.

The Bonds may be issued without any other proceedings or the happening of any other conditions or things than those proceedings, conditions or things which are specifically required by this Ordinance or the Bond Resolution.

The proceeds of the Bonds shall be disbursed in such manner and under such restrictions, if any, as may be provided by the Bond Resolution.

The Obligations shall be secured by the Bond Resolution which may include, but without limitation, provisions as to the rights and remedies of the holders of the Obligations, the application of funds and such other matters as are customarily in such an instrument.

SECTION 4. TAXING POWER NOT PLEDGED. The Bonds issued under the provisions of this Ordinance shall not be deemed to constitute a pledge of the faith and credit or taxing power of the City, but such Bonds shall be secured by and payable from the Pledged Revenues in the manner provided herein and in the Bond Resolution, unless otherwise paid by such entity as shall provide credit enhancement on the Bonds, if any. The Bonds shall be on parity in all respects with any other obligations subsequently issued under the Bond Resolution. The issuance of the Bonds under the provisions of this Ordinance shall not directly, indirectly or contingently obligate the City to levy or to pledge any form of ad valorem taxation whatever therefore. No holder of any such Bond shall ever have the right to compel any exercise of the ad valorem taxing power on the part of the City to pay any such Bond or the interest thereon against any property of the City, nor shall the Bonds constitute a charge, lien or encumbrance, legal or equitable, upon any property of the City except the Pledged Revenues.

SECTION 5. COVENANT TO BUDGET AND APPROPRIATE. As further security for the payment of the principal of and interest on the Bonds, the City may provide for a covenant and agreement in the Bond Resolution to budget and appropriate legally available Non-Ad Valorem Revenues of the City in amounts which

are sufficient to pay debt service on the Bonds and/or to fund and cure deficiencies in any debt service reserve account established under the Bond Resolution, to the extent the Pledged Revenues are insufficient for such purposes.

SECTION 6. TRUST FUNDS. The Pledged Revenues received pursuant to the Bond Resolution and the authority of this Ordinance shall be deemed to be trust funds, to be held and applied solely as provided in this Ordinance and in the Bond Resolution. The Pledged Revenues upon receipt thereof by the City shall be subject to the lien and pledge of the holders of the Bonds and any entity providing credit enhancement for the Bonds.

SECTION 7. REMEDIES OF BONDHOLDERS. The holders of the Bonds, except to the extent the rights herein given may be restricted by the Bond Resolution, may, whether at law or in equity, by suit, action, mandamus or other proceeding, protect and enforce and compel the performance of all duties required hereby, or by such Bond Resolution, to be performed by the City.

SECTION 8. ALTERNATIVE METHOD. This Ordinance shall be deemed to provide an additional and alternative method for the doing of things authorized hereby and shall be regarded as supplemental and additional to powers conferred by other laws, and shall not be regarded as in derogation of any powers now existing or which may hereafter come into existence. This Ordinance, being necessary for the health, safety and welfare of the inhabitants and/or property owners of the City, shall be liberally construed to effect the purposes hereof.

SECTION 9. VALIDATION. To the extent deemed necessary or desirable by Bond Counsel, Nabors, Giblin & Nickerson, P.A., or by the City Attorney, the City Attorney is authorized to institute appropriate proceedings for validation of the Bonds pursuant to Chapter 75, Florida Statutes.

SECTION 10. GENERAL AUTHORITY. The members of the Council of the City and the officers, attorneys and other agents or employees of the City are hereby authorized to do all acts and things required of them by this Ordinance, or desirable or consistent with the requirements hereof for the full, punctual and complete performance of all the terms, covenants and agreements contained herein.

SECTION 11. SEVERABILITY. In the event that any portion or section of this Ordinance is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decision shall in no manner affect the remaining portions or sections of this Ordinance which shall remain in full force and effect.

SECTION 12. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its adoption by the City Council of the City of Port St. Lucie, Florida.

ORDINANCE 16-36

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida this 11th day of July, 2016.

CITY COUNCIL
CITY OF PORT ST. LUCIE

By: _____
Gregory J. Oravec, Mayor

ATTEST:

_____
Karen A. Phillips, City Clerk

APPROVED AS TO FORM: _____
Azlina Goldstein Siegel, Interim City Attorney

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 10B
Meeting Date: 6/27/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager JB

FROM: Edwin M. Fry, Jr., Finance Director/City Treasurer EF

Agenda Item: Ordinance: First Reading of Ordinance 16- 36 Special Assessment Refunding Bonds, Series 2016

Submittal Date: 6/20/2016

STRATEGIC PLAN LINK: Maintain a fiscally responsible level of debt.

BACKGROUND:

In 2007, the City issued the $155,840,000 Southwest Annexation Special Assessment District Bonds, Series 2007B to 1) provide funds for the Southwest Project, 2) refund the Southwest Bond Anticipation Note, 3) fund the Southwest Assessment Bonds Reserve Subaccount, and 4) pay costs of issuance.

The Southwest Project consisted of the following components:

- Roadway improvements
  - Contribution to construction of Becker Road interchange at I-95
  - Contribution to Tradition/Gatlin Blvd I-95 interchange improvements
  - Tradition Parkway widening
  - Construction of Village Parkway
  - Extension of Becker Road from I-95 Interchange to Village Parkway
- Stormwater improvements on 20 acres of land for Torrey Pines Project
- Construction of 36,600 feet of water mains
- Wastewater improvements
  - Contribution to construction of Glades Wastewater Repump Station
  - Construction of 21,350 feet of wastewater force mains
  - Construction of lift station and collection system

The City created the Southwest Annexation Special Assessment District No. 1 and imposed special assessments on those properties benefiting from the above listed

improvements in the Southwest Annexation District. The Southwest Annexation District was a development project of Core Communities and Core Communities was the primary property owner in the District. As a result of the Great Recession, the properties of Core Communities were acquired by Tradition Land Company, LLC.

As is the case with other special assessment district bonds issued by the City, the City has a covenant to budget and appropriate funds if the special assessment collections in any one year are insufficient to make the required principal and interest payments. City staff has determined the Southwest Annexation Special Assessment District Bonds, Series 2007B, could be refunded to achieve debt service savings and to reduce the annual assessments.

ANALYSIS:

The City's Debt Policy requires a debt service savings of at least 5% of the refunded bonds and present value savings of at least $400,000. Based on market rates as of June 2016, the City's financial advisor estimates the City could achieve a 12% debt service savings by refunding all of the Southwest Annexation Special Assessment District Bonds, Series 2007B and realize a present value savings of $12 million.

FINANCIAL INFORMATION:

Currently, the outstanding principal balance of the Southwest Annexation Special Assessment District Bonds, Series 2007B is $129,440,000. Proceeds from the sale of the Southwest Annexation Special Assessment District Refunding Bonds, Series 2016, will be used to 1) deposit funds in an escrow account to pay the principal and interest on the Southwest Annexation Special Assessment District Bonds, Series 2007B, until the call date of July 1, 2017 at which time the remaining principal balance will be redeemed, 2) fund the Southwest Assessment District Refunding Bonds Reserve Subaccount, and 3) pay costs of issuance.

LEGAL INFORMATION: Ordinance No. 16-36 was prepared by the City's bond counsel at the firm of Nabors, Giblin & Nickerson, P.A.; said proposed Ordinance 16-36 has be reviewed and approved as to form by Azlina Goldstein Siegel, Interim City Attorney on June 20, 2016.

STAFF RECOMMENDATION:

Staff recommends approval of Ordinance No. 16-36 authorizing the issuance of the Special Assessment District Refunding Bonds, Series 2016.

SPECIAL CONSIDERATION: None

PRESENTATION INFORMATION:

Finance Director Ed Fry will provide a presentation for the Special Assessment District Refunding Bonds, Series 2016.

REQUESTED MEETING DATE: 6/27/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS:

Ordinance 16 - 36

RECEIVED
JUN 21 2016
CITY MANAGER'S OFFICE

COUNCIL ITEM 8B
DATE 7/11/16

COUNCIL ITEM 10C
DATE 6/27/16

ORDINANCE 16 -37

AN ORDINANCE AMENDING THE 2015-16 BUDGET OF THE CITY OF PORT ST. LUCIE, FLORIDA, BY INSERTING THEREIN A SCHEDULE CONSISTING OF SEVEN (7) PAGES, ATTACHED HERETO AND DESIGNATED AS 2015-16 BUDGET AMENDMENT NO. 2; THE SAID SCHEDULE PROVIDES FOR AN INCREASE AND/OR DECREASE IN APPROPRIATIONS IN THE VARIOUS LINE ITEMS; AND PROVIDING FOR AN EFFECTIVE DATE.

THE CITY OF PORT ST. LUCIE HEREBY ORDAINS:

Section 1. That the budget of the City of Port St. Lucie, Florida, for the year 2015-16 be amended by increasing and/or decreasing various line items as set forth in the schedule attached hereto, consisting of seven (7) pages, and made a part hereof and designated as 2015-16 Budget Amendment No. 2; and that the City Manager and Director of Office of Management and Budget are hereby instructed and directed to transfer said funds to said accounts and to increase and/or decrease said accounts in conformity with said schedule.

Section 2. That this Ordinance shall become effective ten (10) days after its final adoption.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, this ____ day of _____, 2016.

ATTEST:

CITY COUNCIL
CITY OF PORT ST. LUCIE

_____
Karen A. Phillips, City Clerk

By:_____
Gregory J. Oravec, Mayor

APPROVED AS TO FORM:

By:_____
Azlina Goldstein Siegel, Interim City Attorney

CITY OF PORT ST. LUCIE
BUDGET AMENDMENT - #2
FY 2015-16

****** GENERAL OPERATING FUND - #001 ******

		Expenses	Revenues
(A)	***Economic Development #5520 - VGTI***		
	-Increase Professional Services	1,227,000	
	(payments to TDD Bank & VGTI Court Appointed Receiver - Attorney Fees and Oper. Expenses)		
	-Decrease Contingency	(1,227,000)	
(B)	***Communications - #1311***		
	-Increase Professional Services	36,070	
	(City Website Design)		
	-Increase Fund Balance/Cash Carryforward		36,070
	(additional fund balance from prior year)		
(C)	***Parks and Recreation - #7210***		
	-Increase FTE's by 1.45	-	
	(adding two part-time positions with savings due to lower new hires)		
	-No Dollar Impact		-
(D)	***Finance - #1300***		
	-Increase FTE's by 2.00, plus Salaries and Benefits	40,960	
	(addition of two accounting clerks/lien specialist)		
	-Increase Lien Search Revenue		
	(new fee specifically related to search of liens)		40,960
(E)	***Human Resources - #1310***		
	-Increase FTE's by .125	-	
	(part-timer should be budget at 25 hours per week instead of 20)		
	-No Dollar Impact		-
	(savings from vacancies)		
(F)	***Emergency & Disaster Relief - #2500***		
	-Increase Communications	6,400	
	(Emergency paging system to send emergency messages across intercom system in Bldg. A,B & C)		
	-Increase Interest Income		6,400
	(actual interest income is greater than budget)		
(G)	***Municipal Garage - #4130***		
	-Increase Repair and Maintenance of Buildings	79,750	
	(remove and install new ceiling insulation at the Thornhill Garage)		
	-Increase Interest Income		79,750
	(actual interest income is greater than budget)		

CITY OF PORT ST. LUCIE
BUDGET AMENDMENT - #2
FY 2015-16

(H)	***Police Department Criminal Investigations - #2115***		
	-Increase Overtime	8,236	
	(reimbursement from US Marshals District Fugitive Task Force)		
	-Increase US Marshal OCDETF Grant		8,236
(I)	***Police Department Various Cost Centers (#2105, #2112,#2115,#2131)***		
	-Increase Building and Vehicle Maintenance/Non-contract	15,216	
	(main bldg. water damage claim and vehicle damage claims)		
	-Increase Interest Income		15,216
	(actual interest income is greater than budget)		
(J)	***Police Department Professional Standards - #2111***		
	-Increase Travel	1,487	
	(travel costs related to the Crisis Intervention Team (CIT) Conference)		
	-Increase Misc. Revenue		1,487
(K)	***Police Department Neighborhood Policing - #2130***		
	-Increase office supplies	1,400	
	(donation to offset costs for purchasing K-9 emergency medical kits)		
	-Increase Misc. Revenue		1,400
(L)	***Police Department Neighborhood Policing - #2130***		
	-Increase Operating Supplies	1,200	
	(SWAT registration fees received to offset costs incurred for sponsoring weeklong training)		
	-Increase Police Seminar Revenue		1,200
	(actual is greater than budget)		
(M)	***Civic Center - Hospitality #7504***		
	-Increase FTE's by .375, plus Salaries and benefits	5,821	
	(part-time employee customer service specialist to full-time starting in mid July)		
	-Increase State Revenue Sharing		5,821
	(projected revenue is greater than budget)		
(N)	***Municipal Garage #4130***		
	-Increase Repair and Maintenance of other Machinery and Equipment	100,000	
	(Gas card pump replacement, upgrade to larger tank and concrete repairs)		
	-Decrease Contingency	(100,000)	
(O)	***City Clerk - #1210***		
	-Increase Books, Publications and Subscriptions	5,000	
	(greater costs for Municipal Code Supplement)		
	-Increase Visa Procurement Rebate		5,000
	(actual collection is greater than budget)		

CITY OF PORT ST. LUCIE
BUDGET AMENDMENT - #2
FY 2015-16

(P)	***Human Resources/Legal - #1310, #1400***		
	-Increase FTE's by 1, plus salaries and benefits	30,884	
	(transfer position to HR from the Legal department, new position reclassified as Asst. Director)		
	-Decrease FTE's by 1, plus salaries and benefits	(30,884)	
	(Labor relations position is being transferred to HR)		
(Q)	***Code Enforcement Department - #2135***		
	-Increase FTE's by 1.00, plus salaries and benefits	7,962	
	(shift FTE from Occupational Licensing to create one full-time code enforcement position)		
	-Decrease FTE's by .81, plus salaries and benefits	(7,962)	
	(shifting contractual position to Code Enforcement, net savings with transfer)		
(R)	***Civic Center - #7500***		
	-Increase Repair and Maintenance - Buildings	11,500	
	(repair roofing and sheet metal work on PSL Civic Center)		
	-Decrease Contingency	(11,500)	
(S)	***Civic Center - #7500***		
	-Increase Repair and Maintenance - Buildings	70,624	
	(Clock Tower repairs @ Civic Center - total project $130,623.68)		
	-Decrease Contingency	(70,624)	
(T)	***Communications - #1311***		
	-Increase two part-time FTE'S to two full-time positions plus benefits, an increase of .75 FTE's	17,195	
	(taking graphics artist position and webmaster from part-time to full-time)		
	-Decrease Contingency	(17,195)	
	BUDGET AMENDMENT TOTAL - FUND #001:	$ 201,540	$ 201,540

******ROAD & BRIDGE OPERATING FUND #104******

		Expenses	Revenues
(A)	***Traffic Control and Improvement - #4121 Project #Y1111***		
	-Increase Contractual Emergency Repairs	$ 60,000	
	(traffic insurance reimbursement)		
	-Increase Local Option Gas Tax		$ 60,000
	(projected revenues are greater than budget)		
	BUDGET AMENDMENT TOTAL - FUND #104	$ 60,000	$ 60,000

******BUILDING FUND #110 ******

(A)	***Bldg. Administration - #2405***		
	-Increase FTE's by 1.00, plus salaries and benefits	$ 30,443	
	(adding one records specialist to facilitate the process of public records requests)		
	-Increase Building Permit Fees		$ 30,443
	(actual collections are greater than budget)		
(B)	***Bldg. Plan Review -#2425***		
	-Increase FTE's by 1.00, plus salaries and benefits	27,350	
	(adding one plans examiner due to increased building activity in the city)		
	-Increase Building Permit Fees		27,350
	(actual collections are greater than budget)		

CITY OF PORT ST. LUCIE
BUDGET AMENDMENT - #2
FY 2015-16

(C)	***Bldg. Inspections - #2420***		
	-Increase FTE's by 1.00, plus salaries and benefits (later start date)	18,145	
	(add one inspector due to increased activity in the city)		
	-Decrease FTE's by .3125, plus salaries and benefits	(3,245)	
	(deleting contract employee)		
	-Increase Building Permit Fees		14,900
	(actual collections are greater than budget)		
(D)	***Bldg. Administration - #2405***		
	-Increase Computers and Equipment	25,000	
	(purchase additional server to store scanned documents)		
	-Increase Building Permit Fees		25,000
	(actual collections are greater than budget)		
(E)	***Bldg. Administration - #2405***		
	-Increase repair and maintenance of Buildings	137,636	
	(to cover expenses per the contract for the restoration of Building "B")		
	-Increase Building Permit Fees		137,636
	(actual collections are greater than budget)		
	BUDGET AMENDMENT TOTAL - FUND #110	$ 235,329	$ 235,329

******COMMUNITY DEVELOPMENT BLOCK GRANT FUND #118******

(A)	***C.D.B.G. Administration #5900***		
	-Increase Rehab & Repair	$ 19,223	
	-Increase CDBG Grant Revenue		$ 19,223
	BUDGET AMENDMENT TOTAL - FUND #118	$ 19,223	$ 19,223

****** ROAD AND BRIDGE CAPITAL IMPROVEMENT FUND - #304 ******

		Expenses	Revenues
(A)	***Engineering - Street Maintenance - #4125***		
	-Increase Roadways - Professional Services - Project #Y1324	$ 40,850	
	(Port St. Lucie Blvd. & Gatlin Access Modification)		
	-Increase Fund Balance/Cash Carryforward		$ 40,850
	(additional fund balance from prior year)		
(B)	***Engineering - Street Maintenance - #4125***		
	-Increase Other Contractual Services	105,000	
	(Rosser Blvd. roadway repaving (2.1 miles of full depth pavement)		
	-Increase Fund Balance/Cash Carryforward		$ 105,000
	(additional fund balance from prior year)		
(C)	***Engineering Traffic Control and Improvements #4121***		
	-Increase Roadways - Professional Services Project #Y1603	1,000,000	
	(Construction for California Blvd. & University Blvd. Roundabout)		
	-Decrease Roadways - Professional Services Project #26028	(1,000,000)	
	(this project will be rebudgeted in fiscal year 16-17)		
	BUDGET AMENDMENT TOTAL - FUND #304:	$ 145,850	$ 145,850

CITY OF PORT ST. LUCIE
BUDGET AMENDMENT - #2
FY 2015-16

****NEIGHBORHOOD IMPROVEMENT FUND #309*****

(A)	***Neighborhood Planning #1520***		
	-Increase FTE's by 1, plus salaries and benefitis	$ 23,643	
	(Neighborhood Planning Manager)		
	-Decrease Contingency	(23,643)	
	BUDGET AMENDMENT TOTAL - FUND #309:	$ -	$ -

**** STORMWATER UTILITY FUND #401****

		Expenses	Revenues
(A)	***Public Works Street & Drainage - #4126-Y1511***		
	-Increase Roadways and Professional services	$ 103,703	
	(Emergency Traffic Repairs)		
	-Increase Fund Balance/Cash Carryfoward		$ 103,703
	(additional fund balance from prior year)		
(B)	***Public Works Street & Drainage - #4126***		
	-Increase Drow & Rights-of-Way	69,561	
	(repairs to failed SW-1 Water Control Structure)		
	-Increase Fund Balance/Cash Carryforward		69,561
	(additional fund balance from prior year)		
(C)	***Public Works Street & Drainage - #4126***		
	-Increase Culvert Replacement	150,000	
	(replacing cross culvert at Del Rio Blvd.)		
	-Increase Fund Balance/Cash Carryforward		150,000
	(additional fund balance from prior year)		
(D)	***Public Works Street & Drainage - #4126***		
	-Increase Roadways and Professional Services	150,000	
	(Feasibility studies and construction improve added water quality to the north fork of St. Lucie River)		
	-Increase Fund Balance/Cash Carryforward		150,000
	(additional fund balance from prior year)		
(E)	***Public Works Street & Drainage - #4126***		
	-Increase Other Machinery and Equipment	41,727	
	(concrete repairs at Blackwell Pump Station)		
	-Increase Fund Balance/Cash Carryforward		41,727
	(additional fund balance from prior year)		
	BUDGET AMENDMENT TOTAL - FUND #401:	$ 514,991	$ 514,991

****UTILITIES OPERATING FUND #431****

		Expenses	Revenues
(A)	***Utility Meter Reading - #1348***		
	-Increase Overtime	$ 10,000	
	(overtime needed to working weekends due to scheduling)		
	-Decrease Contingency	(10,000)	

CITY OF PORT ST. LUCIE
BUDGET AMENDMENT - #2
FY 2015-16

(B)	***Utility Water Distribution-Preventive Maintenance #3316***		
	-Increase Overtime	20,000	
	(overtime needed due to increase of turn on/turn off after hours, line breaks and short staff)		
	-Decrease Contingency	(20,000)	
(C)	***Utility Inflow and Infiltration- #3370***		
	-Increase Overtime	8,000	
	(overtime needed due to implementation of on call in this division)		
	-Decrease Contingency	(8,000)	
(D)	***Utility Lift Station - #3380***		
	-Increase Other Contractual Services	7,000	
	(increased contractual services due to call outs)		
	-Decrease Contingency	(7,000)	
(E)	***Utility Wastewater-Preventive Maintenance - #3516***		
	-Increase Overtime	70,000	
	(overtime needed due to staffing shortage)		
	-Decrease Contingency	(70,000)	
(F)	***Utility Lift Station - #3380***		
	-Increase Electricity	120,000	
	(increase in FPL costs with smart meters)		
	-Decrease Contingency	(120,000)	
(G)	***Utility Sewer Preventive Maintenance #3516***		
	-Increase Repair and Maintenance - Building	12,000	
	(replace motor in US-7017 in lieu of purchasing new truck)		
	-Decrease Contingency	(12,000)	
	BUDGET AMENDMENT TOTAL - FUND #431:	$ -	$ -

******UTILITIES WATER AND SEWER REPLACEMENT FUND #438******

(A)	***Utility - Liftstations - #3380***		
	-Increase Improvements other than Buildings	$ 40,000	
	(inflow issue at NP-25, third attempt to correct)		
	-Decrease Contingency	(40,000)	
(B)	***Westport Wastewater Plant - #3512***		
	-Increase Improvements other than Buildings	350,000	
	(emergency headwork structure work)		
	-Decrease Contingency	(350,000)	
(C)	***Westport Wastewater Plant - #3512***		
	-Increase Improvements other than Buildings	75,000	
	(three SP collection system hydrogen sulfide pilot tests)		
	-Decrease Contingency	(75,000)	
(D)	***Glades Wastewater Treatment Plant - #3513***		
	-Increase Improvements other than Buildings	250,000	
	(modicon upgrade - bio-solid pump, control panel and installation)		
	-Decrease Contingency	(250,000)	

CITY OF PORT ST. LUCIE
BUDGET AMENDMENT - #2
FY 2015-16

(E)	***Utility - Liftstations - #3380***		
	-Increase Improvements other than Buildings	150,000	
	(installation of pig launchers and pigging lines)		
	-Decrease Contingency	(150,000)	
	BUDGET AMENDMENT TOTAL - FUND #438:	$ -	$ -

******UTILITIES WATER AND SEWER CONNECTION FEE FUND #439*******

(A)	***Water-Field Operation - #3315***		
	-Increase Overtime	$ 6,000	
	(overtime due to additional water installations and conversions)		
	-Decrease Contingency	(6,000)	
	BUDGET AMENDMENT TOTAL - FUND #439:	$ -	$ -

******Law Enforcement Trust Fund #603******

		Expenses	Revenues
(A)	***Law Enforcement Administrative #2110***		
	-Increase Other Current Charges and Obligations	$ 5,000	
	(support various crime prevention programs)		
	-Increase Confiscated/Abandoned Revenue		$ 5,000
	(projected revenue is greater than budget		
(B)	***Law Enforcement Neighborhood Policing Bureau District Support - #2131***		
	-Increase Other Machinery and Equipment	6,300	
	(misc. equipment)		
	-Increase Confiscated/Abandoned Revenue		6,300
	(projected revenue is greater than budget)		
(C)	***Increase Contingency***		
	-Increase Contingency	31,493	
	-Increase Confiscated/Abandoned Revenue		31,493
	(projected revenue is greater than budget)		
	BUDGET AMENDMENT TOTAL - FUND #603:	$ 42,793	$ 42,793

******MEDICAL INSURANCE FUND #605******

		Expenses	Revenues
(A)	***General Government***		
	-Increase Health Insurance Claims	$ 576,176	
	(actual claims are greater than budget)		
	-Increase Stop Loss Insurance Revenue		$ 576,176
	BUDGET AMENDMENT TOTAL - FUND #605:	$ 576,176	$ 576,176

******OPEB TRUST FUND #609**

		Expenses	Revenues
(A)	***Interfund Transfer***		
	-Increase Interfund Transfer to the Medical Insurance Fund #605	$ 500,000	
	(transfers needed to cover retiree benefits)		
	-Increase Fund Balance/Cash Carryforward		$ 500,000
	(actual is fund balance is greater than budget)		
	BUDGET AMENDMENT TOTAL - FUND #609:	$ 500,000	$ 500,000
	Budget Amendment #2 Grand Total	$ 2,295,902	

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 10C
Meeting Date: 6/27/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager JB

FROM: David K. Pollard, MBA, CGFO, OMB Director

Agenda Item: Ordinance: Budget Amendment #2 – FY 2015-16 16-37

Submittal Date: 6/16/2016

STRATEGIC PLAN LINK: GOALS 2018 – FINANCIALLY SOUND CITY

BACKGROUND: Each year, the adopted budget is amended as required for un-budgeted items. This is the second budget amendment in the current fiscal year. Requests at this time of the year usually deal with items that were not forecast, such as repairs and higher costs associated with the VGTI issue. There are also limited staffing requests to address the level of service provided. Also, a few capital projects are listed that staff would like to move forward with and has identified funding.

ANALYSIS: Each of the requests is matched to a funding source and sorted by fund with a brief explanation offered. Funds are available for each item as noted, either using additional revenues, identified savings or re-budgeting of last year's funds (fund balance carryforward).

FINANCIAL INFORMATION: The total of this budget amendment is a net increase of $2,295,902 for a new budget total of $499,801,613. Although a few items are using the existing budgeted contingency as a funding source, the level of contingency required by financial policy remains in place. In many of the operating funds of the City the total fund balance is greater than the financial policy contingency. In the case of the General Fund, there is $10,534,351 greater than the policy requirement of 16.67% which is $11,611,753.

LEGAL INFORMATION: Approved as to form by the Interim City Attorney, 6-15-16

STAFF RECOMMENDATION: Submitted by OMB to the City Manager on behalf of the various city departments. Staff recommends approval.

SPECIAL CONSIDERATION: There are several staffing requests in this budget amendment with some being supported by higher revenues and business activity (Building Inspectors and Lien Collection) and others funded by contingency in the current year with future years covered by revenue growth. Unfortunately there are several items considered one-time costs that are repairs to facilities. An additional funding request for the court appointed receiver on the VGTI facility is needed. There are requests in the Road and Bridge CIP, Stormwater and Utility Funds to use available funds for capital projects.

Staffing – Staffing requests in this budget amendment total 8.89 FTE's. Of that total, 7.765 FTE's are funded through savings or new dedicated revenue. Three FTE's for the Building Department will be funded by their rising permit fee revenue are needed to meet the demand for service. Two FTE's are for the new lien division of the Finance Department and will generate their own funding. This was presented and approved by Council at the Winter Retreat. One FTE will be funded by the revenues of the Neighborhood Planning Fund. There are a few adjustments that are funded by identified savings such as adding two part-time positions in Parks. The remaining changes (upgrade of a part-time to full-time at the Civic Center and increasing two part-time positions to full-time in Communications) will require use of other revenues or contingencies as they do not have an identified funding source.

Safety and Maintenance Items – The ceiling insulation for the municipal garage needs replacing at an estimated amount of $79,750. Also, the garage fuel island is in need of repairs and upgrades for $100,000. The Civic Center needs funding for roof repairs and the clock tower for $82,124. The Building Department is facing roof repairs for $137,636.

VGTI – The costs associated with this failed economic investment will be higher than previously budgeted (and amended) because the city is continuing to pay the court appointed receiver. This item needs $1,227,000 in funding to hopefully cover the remainder of the year.

Capital Projects – The Public Works and Utilities Departments are requesting funding for several projects such as resurfacing of Rosser Blvd., a feasibility study for water quality of the north fork, an inflow issue at lift station NP-25 and others as listed. These projects are using funds that are restricted to this purpose.

PRESENTATION INFORMATION: Powerpoint Presentation is available

REQUESTED MEETING DATE: 6/27/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: Ordinance and Schedule of Requested Updates

RECEIVED

JUN 15 2016

CITY MANAGER'S OFFICE

COUNCIL ITEM 8C
DATE 7/11/16

COUNCIL ITEM 10D
DATE 6/27/16

ORDINANCE 16-38

AN ORDINANCE OF THE CITY OF PORT ST. LUCIE, FLORIDA, AMENDING THE PORT ST. LUCIE CODE OF ORDINANCES BY PROVIDING AMENDMENT TO CHAPTER 163 – MODEL HOMES; PROVIDING THE INVALIDITY OF ANY PORTION SHALL NOT AFFECT THE REMAINING PORTIONS OF THIS ORDINANCE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Port St. Lucie, Florida adopted amendments to the City of Port St. Lucie Comprehensive Plan by Ordinance 12-19, and

WHEREAS, Section 163.3202, Florida Statutes, provides for the amendment and enforcement of land development regulations that are consistent with and implement the adopted comprehensive plan; and

WHEREAS, Section 163.3174(4)(C), Florida Statutes, provides that the Local Planning Agency shall review proposed land development regulations and make recommendations to the governing body as to the consistency of the proposed land development regulations with the adopted Comprehensive Plan; and

WHEREAS, this City initiated zoning text amendment, P16-031, to the existing Chapter 163 - Model Homes as outlined in Exhibit "A" with deletions shown as ~~strikethrough~~ and additions shown as <u>underlined</u>; 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(4)(C), Florida Statutes, and having held a public hearing thereon, has considered this proposed amendment to the Code of Ordinances and submitted its recommendations thereon to the City Council; and

ORDINANCE 16-38

WHEREAS, having considered the recommendations of the Planning and Zoning Board, The Port St. Lucie City Council has found and determined that the adoption of zoning text amendment to Chapter 163 – Model Homes will foster and preserve the public health, safety and welfare; value and character of the community; and implement the adopted comprehensive plan.

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

Section 1. The City of Port St. Lucie Chapter - 163 - Model Homes, is hereby adopted for zoning text amendment into the Code of Ordinances as shown in Exhibit "A" attached hereto and incorporated by reference herein.

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. This ordinance shall become effective on July 21, 2016.

ORDINANCE 16-38

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:

_____
Interim City Attorney

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

TO: **PLANNING & ZONING BOARD - MEETING OF JUNE 7, 2016**

FROM: **THRESIAMMA KURUVILLA, PLANNER**

RE: **CHAPTER 163 – MODEL HOMES**
CITY CODE TEXT AMENDMENT
PROJECT NO. P16-031

DATE: **MAY 31, 2016**

BACKGROUND:

On October 12, 2015, the City Council approved the Chapter 163 Model Home Code by Ordinance 15-076. Since then staff found some ambiguities and inconsistencies. This text amendment will rectify these issues.

SUMMARY OF PROPOSED AMENDMENTS TO MODEL HOMES CODE:

The proposed changes are shown in the attached Exhibit A to the ordinance with additions shown as underlined and deletions as ~~strikethrough~~.

STAFF RECOMMENDATION:

The Planning and Zoning Department finds the proposed update to the Model Homes ordinance to be consistent with the City's Comprehensive Plan adopted in 2012 and recommends approval.

EXHIBIT "A"

CHAPTER 163. - MODEL HOMES

ARTICLE I – GENERAL PROVISIONS

Sec. 163.01. - Definitions.

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

APPLICANT. The contractor or qualified company submitting an application for a model home permit.

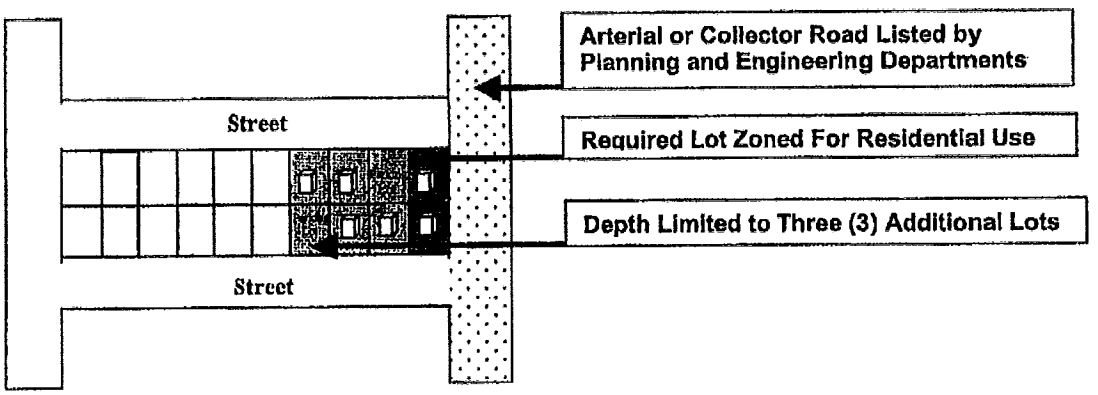
CONTRACTOR. Any person engaged in the business of contracting and who is currently registered with the state department of professional regulation, as a general contractor, building contractor, or residential contractor or who has a current certificate issued by the state department of professional regulation as a contractor, building contractor, or residential contractor.

DISPLAY. The exhibition of an unoccupied dwelling as a sample of a contractor's product, to solicit sales, to quote construction or sales price or otherwise operate a sales office.

DRIVEWAY APRON. Area of the driveway located within the road right-of-way extending from the right-of-way line to the edge of the road pavement.

MODEL HOME LOT. A lot zoned for residential use, located adjacent to an arterial or collector roadway specified in Table A and ~~specifically listed by the planning and zoning department and engineering department,~~ limited to a depth of four (4) contiguous lots from the arterial or collector roadway. ~~with each lot under the ownership of one or more builders intending to use the lots as model home sites or ancillary parking. Provided, however, any lot located on Airoso Boulevard, Floresta Boulevard, Thornhill Boulevard east of Burman Lane, Westmoreland Boulevard, Gowin Drive and Southbend Drive shall not be considered a model home lot.~~

EXAMPLE: ***Model Home Lot***
Note*—Actual parking and home configurations will vary.*



~~Exhibit "A"~~ Table "A" Model Home Arterial and Collector Roadways

Roadway	From	To
Alcantarra Blvd.	Savona Blvd.	PSL Blvd.
Bayshore Blvd.	Prima Vista Blvd.	PSL Blvd.
Bayshore Blvd.	St. James Dr.	Prima Vista Blvd.
Cameo Blvd.	Janette Ave.	PSL Blvd.
Darwin Blvd.	Becker Road	PSL Blvd.
Del Rio Blvd.	Cashmere Blvd.	PSL Blvd.
Paar Drive	Rosser Blvd.	Darwin Blvd
Rosser Blvd.	Becker Road	Gatlin Blvd.
Savage Blvd.	Import Drive	Gatlin Blvd.
Savona Blvd.	Becker Road	California Blvd.
Tulip Blvd.	PSL Blvd.	PSL Blvd.

MODEL HOME. An unoccupied dwelling constructed upon a model home lot zoned for residential use and located on one of four contiguous lots from the arterial or collector roadway, with each lot under the ownership of one or more builders intending to use the lots as model home sites or ancillary parking, for display purposes, price quoting and consummation of sales contracts.

PERMIT. Model home permit.

QUALIFIED COMPANY. Any business organization engaged in the business of contracting and having a qualifying agent.

QUALIFYING AGENT. The person in whose name a business organization has obtained from the state department of professional regulation, a certificate or registration to engage in the business of contracting.

Sec. 163~~64~~.02. - Permitted Uses; Contents.

Use of model home. A model home may be used by the permit holder and his agents for display purposes and sales purposes only. Price quoting may be given and sales contracts may be consummated on the premises.

Contents. A model home may be furnished only with standard household furnishings. Office space and equipment related to the sales of model homes is permitted within the garage area or up to a maximum of four hundred (400) square feet if located outside of the garage.

Sec. 163.03. - Prohibited Uses; Contents.

(A) The permit holder shall not use the model home as his principal place of business.

(B) The permit holder is expressly prohibited from using the model home as a place to accept construction bids and proposals from suppliers and subcontractors, using the model home as a place to issue work orders and give

instructions to suppliers and subcontractors for work under construction and from using the model home as a place from which payments are made to employees, subcontractors, or suppliers for work performed or materials supplied.

(C) A model home shall not be used for the storage of construction materials.

(D) A model home shall not be occupied as a residence.

(E) The following items shall not be permitted in or at a model home:

~~1. Blue print machine.~~

2. Mail ~~receptacles~~ boxes.

Sec. 163.04. – Site Requirements and Accessibility.

The Site shall be designed based on the following standards:

(A) The permit holder must submit an application to the zoning administrator on standard forms as provided by the planning and zoning department.

(B) The handicapped parking stalls and access ways from the parking area to the entrance shall be paved.

(C) Each model home shall include a paved driveway not less than twenty (20) feet or more than twenty-four (24) feet in width. The secondary portion of a circular driveway shall not exceed sixteen (16) feet except as otherwise provided for in Section 158.222. ~~A driveway culvert shall be provided at swale crossings.~~ Model homes with parking on separate lots are not required to have driveways to each model home.

(D) The number of contiguous lots shall not exceed four (4) from the arterial <u>or collector roadway</u>. For three (3) or more contiguous model homes under the same ownership or application, a separate lot shall be used for parking. This parking area shall include paved handicapped parking space that meets accessibility design standards. The driveway apron shall be paved. The parking area shall be unpaved or paved in accordance with the Engineering Standards for Land Development.

(E) Designated parking areas of three or more spaces or on separate lots shall include landscaping along the perimeter next to residential streets and adjacent to residential lots. This shall include a continuous hedge along the exterior of the parking area with shrubs that are at least twenty-four (24) inches in height at the time of planting. Parking areas on separate lots shall also include eight (8) trees along the perimeter of the parking area. Landscaping shall comply with the approved list of landscape material as provided for in Chapter 154, City Landscaping Code.

(F) Model home construction shall meet all accessibility requirements as specified in the Florida Building Code. The building department shall review all building permits for model homes for compliance with these provisions.

(G) An amended site plan will be required when on site improvements or additional model homes are proposed in connection with an existing model home.

(H) An appropriately designed stormwater detention area shall be provided for separate parking areas.

Sec. 163.05. - Hours of Operation.

The model home may only be open to the public between the hours of 9:00 a.m. and ~~6:00 p.m.~~ 8:00 p.m. on all days of the week.

Sec. 163.06. - Model Home Signs.

Model home signs shall be consistent with the adopted Sign Code, Chapter 155 of the City Code of Ordinances, and all pertinent sections related to certain prohibited and permitted signs. Sign permits are processed separately from the model home permit

Secs. 163.07—163.19. - Reserved.

ARTICLE II – GENERAL PROVISIONS

Sec. 163.20. - Model Home Permit; Eligibility.

No model home permit may be issued except as otherwise provided in Section 163.25 unless the applicant therefor has proved compliance with the following conditions:

(A) The applicant must be a contractor or qualified company.

(B) The applicant or qualifying company must be the owner or lessee of the property upon which the model home is to be built.

(C) The dwelling for which the model home permit is sought must be constructed upon a building permit ~~reflecting the applicant as the~~ pulled by the contractor ~~therefor.~~

(D) The property must be zoned for single-family residential use. However, model home sales centers in PUD's are allowed. Model homes in PUDs are subject to review as a commercial site plan but need not be constructed to commercial building standards. The model row site plan in PUDs with residential lot/lots and parking lot shall be reviewed by SPRC (Site Plan Review Committee) and approved by the City Council.

(E) Model home permits shall not be issued in areas designated for conversion from single-family residential as identified in the adopted Zoning Conversion Area Manual. However, model home sales centers in ROI land use areas with compatible office zoning that comply with all site plan, office building design and land development regulations are permitted in those areas.

Sec. 163.21. - Application for Permit.

(A) Except as otherwise provided in Section 163.25, the application for the model home permit must be filed with the zoning administrator, and the site inspected and plan approved prior to issuance of the certificate of occupancy for the dwelling for which the permit is sought.

(B) The application for permit shall contain:

1. The name of the applicant.

2. The registration or certificate number of the applicant or, if the applicant is a qualified company, the registration or certificate number of the qualifying agent.

3. The legal description of the property upon which the model home will be located and the parking lot if applicable.

4. Proof that the applicant or qualifying company is the owner or lessee of the property upon which the model home will be located.

5. A copy of the current certificate of competency issued by city to the applicant allowing the applicant to engage in the business of contracting.

6. A site drawing that includes dimensions of the location of the model home site, designated office/sales area location within the home, parking, access or sidewalk areas and landscape design.

7. Registration and administrative review fee.

Sec. 163.22. - Registration and Administrative Review Fee.

A fee shall be established by the Planning and Zoning Department as a part of their development review fee structure as prescribed for issuance of a model home permit pursuant to section 163.02.

Sec. 163.23. - Duration and Renewal.

A model home permit shall be issued for a period of ten (10) years ~~one hundred twenty (120) months~~. Renewal of the model home permit may be permitted through application for a new permit. The removal and replacement of a house on an existing approved model home site shall require a new application for a model home permit.

Sec. 163.24. - Expiration.

(A) **Sale.** The model home permit shall automatically expire upon the sale or transfer of the model home provided however that if ownership of the model home is transferred to a qualified company, the model home permit may be transferred to the new owner. In the event the model home is sold and the permit holder leases the model home from the purchaser, the permit holder may continue to operate the model home for the remainder of the permitted term, provided the permit holder is otherwise in compliance with this chapter.

(B) **Automatic expiration.** If the qualified company is not the original permit holder and the qualifying agent resigns or otherwise ceases to serve as the qualifying agent, the permit shall automatically expire and shall not be renewed.

~~**Sec. 163.25. - Transition Schedule.**~~

~~The provisions of this section apply only to those model homes with valid permits on the effective date of this chapter. The intention of this transition schedule is to protect those model home permit holders who have made substantial investment in reliance on the predecessor model home ordinance.~~

~~(A) **Renewal.** Model home permits issued prior to the effective date of this chapter may obtain renewal thereof as follows:~~

~~1. Application for renewal must be made prior to the expiration of the existing permit.~~

~~2. The applicant must be a contractor or qualified company.~~

~~3. The applicant must be the owner of the property upon which the model home is built or have been the owner at the time the model home was built and have a lease on the property from its present owner.~~

~~4. The dwelling for which the permit renewal is sought must have been constructed upon a building permit reflecting the applicant as the contractor therefor. Only the contractor or original owner that originally built the model home may obtain a renewal of the model home permit.~~

~~5. The applicant shall otherwise provide the information required of applications for new permits.~~

~~6. Model homes shall be eligible for renewal under the provision of this section per the following criteria:~~

~~a. Existing model homes located adjacent or contiguous to collector or arterial roads may qualify for renewal of no more than ten (10) years total from the date of the first permit unless the request includes replacing the house.~~

~~b. Existing model home permits on local streets may qualify for renewal for a total of five (5) years from the date of the first permit and are not renewable after that time at those locations.~~

~~c. In order to receive an extension of a permit for an existing model home, the applicant shall demonstrate that the model home is in compliance with the handicapped accessibility standards of this ordinance.~~

~~d. Applications for new homes including those that replace the house will require compliance with all provisions of this code.~~

Sec. 163.26. - Appeal.

In the event the Zoning Administrator denies the application for a permit or a renewal thereof, the applicant shall have a right of appeal to the City Council. The City Council shall review the application together with any additional information provided by the applicant and may, in its discretion, direct the Zoning Administrator to issue the permit or renewal.

Secs. 163.27—163.34. - Reserved.

ARTICLE III. - ENFORCEMENT

Sec. 163.35. - Violation and Enforcement Procedures.

Violations of this chapter shall be cited by the Code Compliance Division pursuant to procedures set forth in Chapter 37 of the Code of Ordinances

Sec. 163.99. - Penalty.

Any owner or lessee failing to comply with any part of this chapter shall, upon conviction, be punished as provided for in Chapter 37 of the Code of Ordinances.

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 10D
Meeting Date: 6/27/2016 & 7/11/2016

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager JB

THRU: Daniel Holbrook, Assistant City Manager-Community Development Director

FROM: Patricia A. Tobin, AICP, Planning & Zoning Director P.T.

Agenda Item: Ordinance: 16-38 Code Text Amendment Chapter 163 Model Homes (P16-031)

Submittal Date: 6/16/2016

STRATEGIC PLAN LINK: This item is consistent with Goal 3: Balanced and Responsible Sustainable Growth.

BACKGROUND: On October 12, 2015, the City Council approved the Chapter 163 Model Home Code by Ordinance 15-076. Since then staff found some ambiguities and inconsistencies. This text amendment will rectify these issues. The proposed changes are shown in the attached Exhibit A to the ordinance with additions shown as underlined and deletions as ~~strikethrough.~~

ANALYSIS: See attached staff report.

FINANCIAL INFORMATION: NA

LEGAL INFORMATION: The resolution has been approved as to form by Attorney Tom Mullin on 6/15/16.

RECOMMENDATION: The Planning and Zoning Board unanimously recommended approval of the Code text amendment at their meeting on June 7, 2016.

SPECIAL CONSIDERATION: NA

PRESENTATION INFORMATION: Staff may provide a short presentation on the application.

REQUESTED MEETING DATE: 6/27/2016

LOCATION OF PROJECT: NA

ATTACHMENTS: Staff report, ordinance and Exhibit A (proposed changes with additions shown as underlined and deletions as ~~strikethrough)~~.

PT/TK

RECEIVED

JUN 16 2016

CITY MANAGER'S OFFICE

COUNCIL ITEM 10E
DATE 6/27/16

COUNCIL ITEM 8D
DATE 7/11/16

ORDINANCE 16-39

AN ORDINANCE TO REZONE 3.85 ACRES OF PROPERTY LOCATED ON THE SOUTH WEST CORNER OF NW ST. JAMES DRIVE AND NW PEACHTREE BOULEVARD FROM GU (GENERAL USE) TO CG (GENERAL COMMERCIAL) FOR A PROJECT KNOWN AS CALVARY CHAPEL PSL P16-068; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, **Calvary Chapel PSL**, hereinafter referred to as the Applicant, seeks to rezone **3.85** acres of property located **on the south west corner of NW St. James Drive and NW Peachtree Boulevard** and within the City of Port St. Lucie, from the zoning designation of **GU (GENERAL USE)** to **CG (GENERAL COMMERCIAL).**

WHEREAS, the City of Port St. Lucie Planning and Zoning Board held a public hearing on the June 7, 2016 to consider the rezoning application **P16-068**, notice of said hearing to adjoining property owners for a radius of seven-hundred and fifty (750) feet having been given and advertising of public hearing having been made; and

WHEREAS, the City Council held a public hearing on the **11th day of July 2016** to consider the rezoning application **P16-068,** advertising of the public hearing having been made; and

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

Section 1: That the property described as **Peachtree Place Parcel Number 3,** Port St. Lucie be rezoned from the Zoning Classification of **GU (GENERAL USE)** TO **CG (GENERAL COMMERCIAL).**

Section 2: That this Ordinance shall become effective ten (10) days after its final adoption.

ORDINANCE 16-39

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this ___ day of _____, 2016.

CITY OF PORT ST. LUCIE, FLORIDA

BY:_____
Gregory J. Oravec, Mayor

ATTEST:

_____
Karen A. Phillips, City Clerk

APPROVED AS TO FORM:

BY:_____
Interim, City Attorney

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

TO: **PLANNING AND ZONING BOARD - MEETING OF JUNE 7, 2016**

FROM: **DANIEL ROBINSON, PLANNING TECHNICIAN**

RE: **CALVARY CHAPEL**
REZONING APPLICATION
PROJECT NO P16-068

DATE: **May 26, 2016**

APPLICANT: Tod Mowery, AICP and Rod Kennedy, P.E. Authorization letter is in the file.

OWNER: Calvary Chapel Port St. Lucie West Inc. (c/o Pastor Lee Holley).

LOCATION: Property is located on the southwest corner of NW St. James Drive and NW Peachtree Boulevard.

LEGAL DESCRIPTION: Peachtree Place, Parcel number 3.

SIZE: 3.85 acres

EXISTING ZONING: GU (General Use) Zoning District

EXISTING USE: Vacant land.

SURROUNDING USES: North = existing church, South = vacant land, East = middle school, West = drainage area.

REQUESTED ZONING: CG (General Commercial) Zoning District.

FUTURE LAND USE: CG (General Commercial)

PROPOSED USE: The intended use is a private K-8 school for the existing Calvary Church located north of the site. A school is a special exception use per section 158.124 - General Commercial Zoning District (CG).

IMPACTS AND FINDINGS:

Land Use Consistency: The requested zoning change is justified and supported by the Comprehensive Plan, and is an appropriate use. The subject application is supported and justified by Objective 1.1.4: Future growth, development and redevelopment shall be directed to appropriate areas as depicted on the Future Land Use Map.; and Policy 1.1.4.13: CG (General Commercial) zoning is compatible with CG (General Commercial) future land use

***Compliance with Conversion Area Requirements*:** The property is not located within a conversion area.

Sewer/Water Service: The City of Port St. Lucie's Utilities is the provider of water and sewer. Service to the site is available.

Environmental: Applicant is required to remove any exotic vegetation on the property. A tree survey will be required. All trees over 12" DBH will be required to be mitigated for and a gopher tortoise burrow survey will be required prior to clearing. Five percent useable open space shall be provided.

School Concurrency: N/A (Non-residential project)

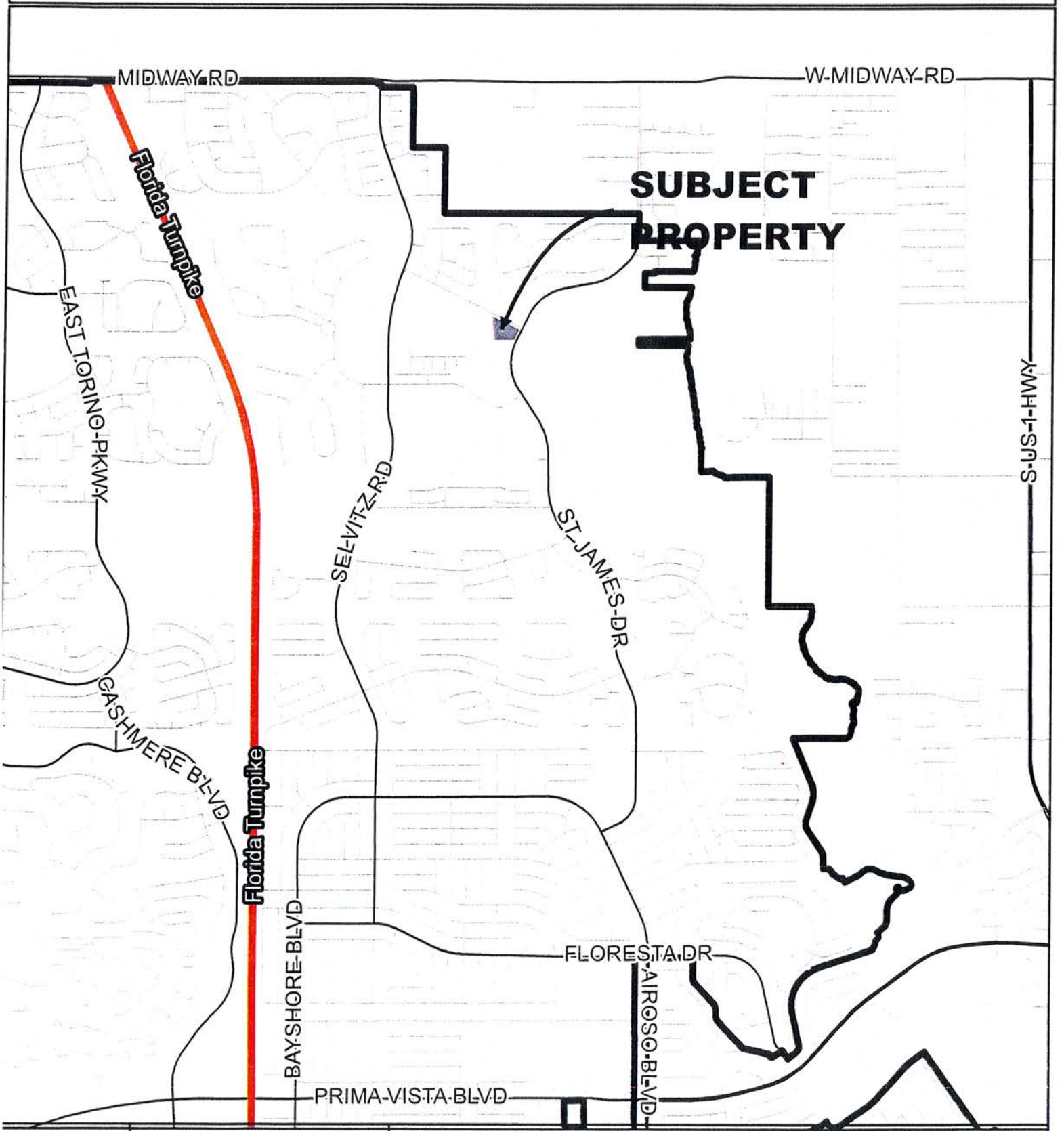
STAFF RECOMMENDATION:

The Planning and Zoning Department staff finds the petition to be consistent with the direction and intent of the City's Comprehensive Plan and recommends approval based on the analysis and findings as noted in the staff report.

Planning and Zoning Board's Action Options

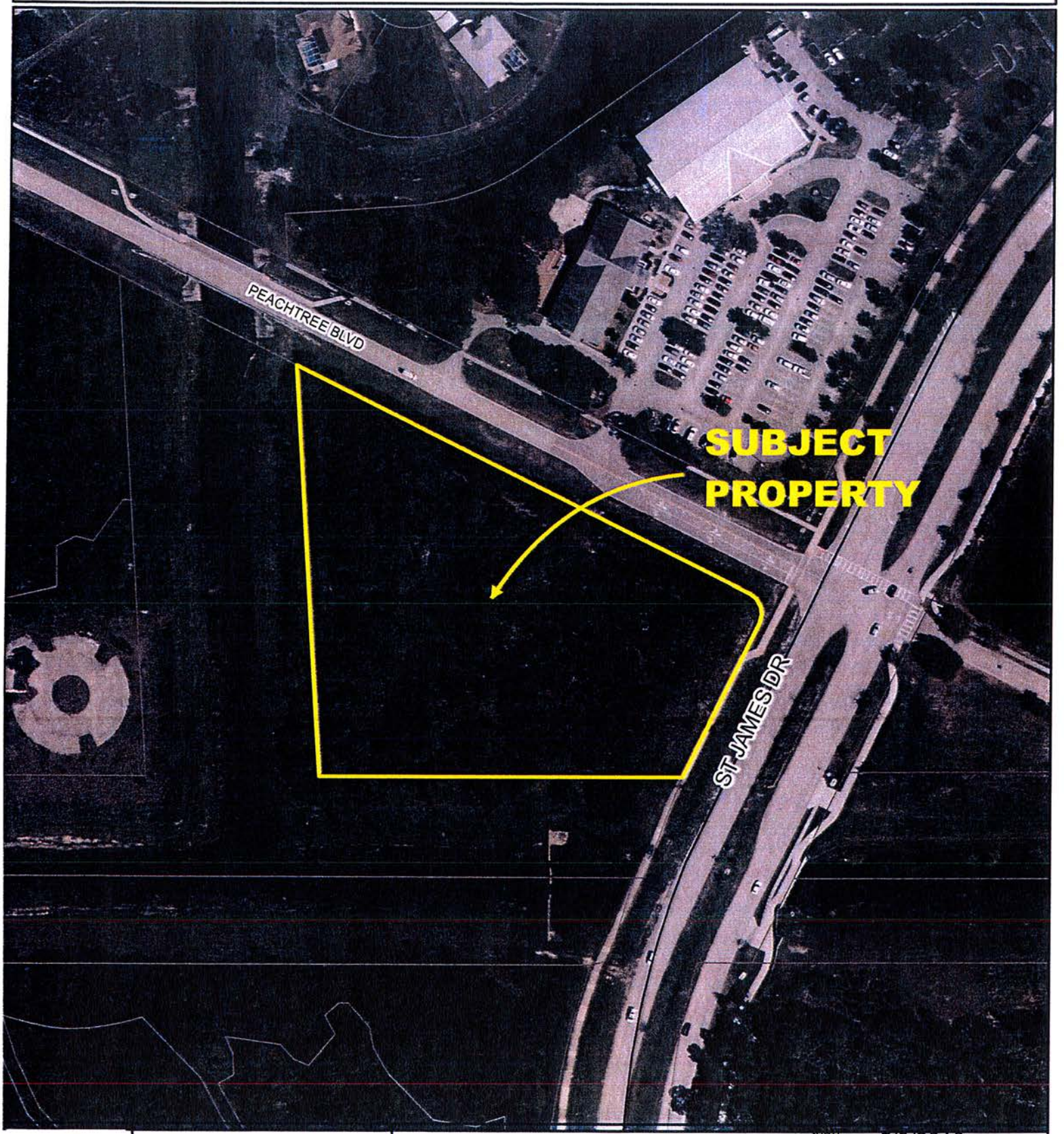
- Motion to recommend approval
- Motion to recommend denial

GENERAL LOCATION



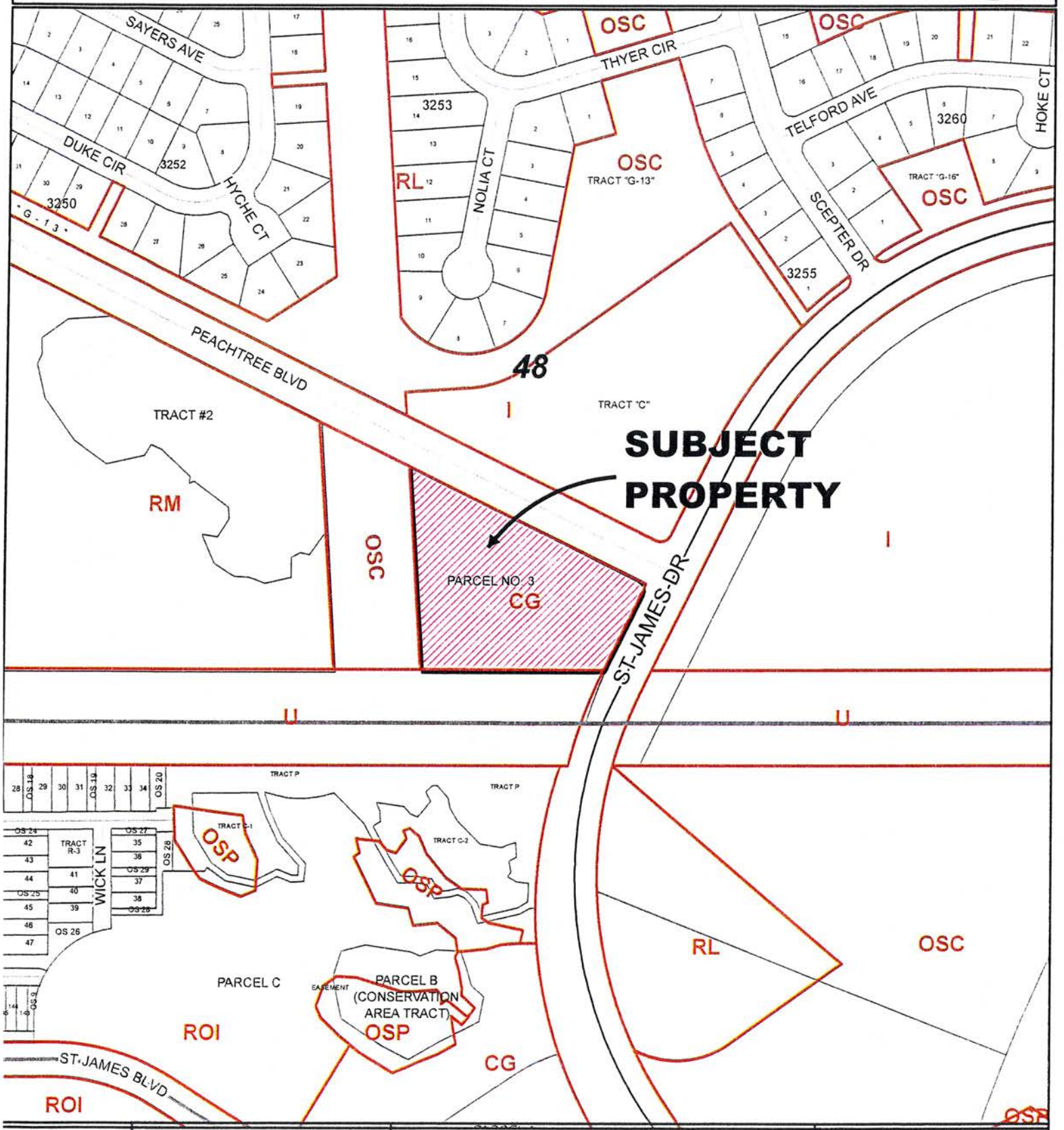
CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	REZONING CALVARY CHAPEL PORT ST. LUCIE PEACHTREE PLACE, PARCEL NO. 3	DATE: 5/9/2016 APPLICATION NUMBER: P16-068 USER: patricias SCALE: 1 in = 0.5 miles	

AERIAL



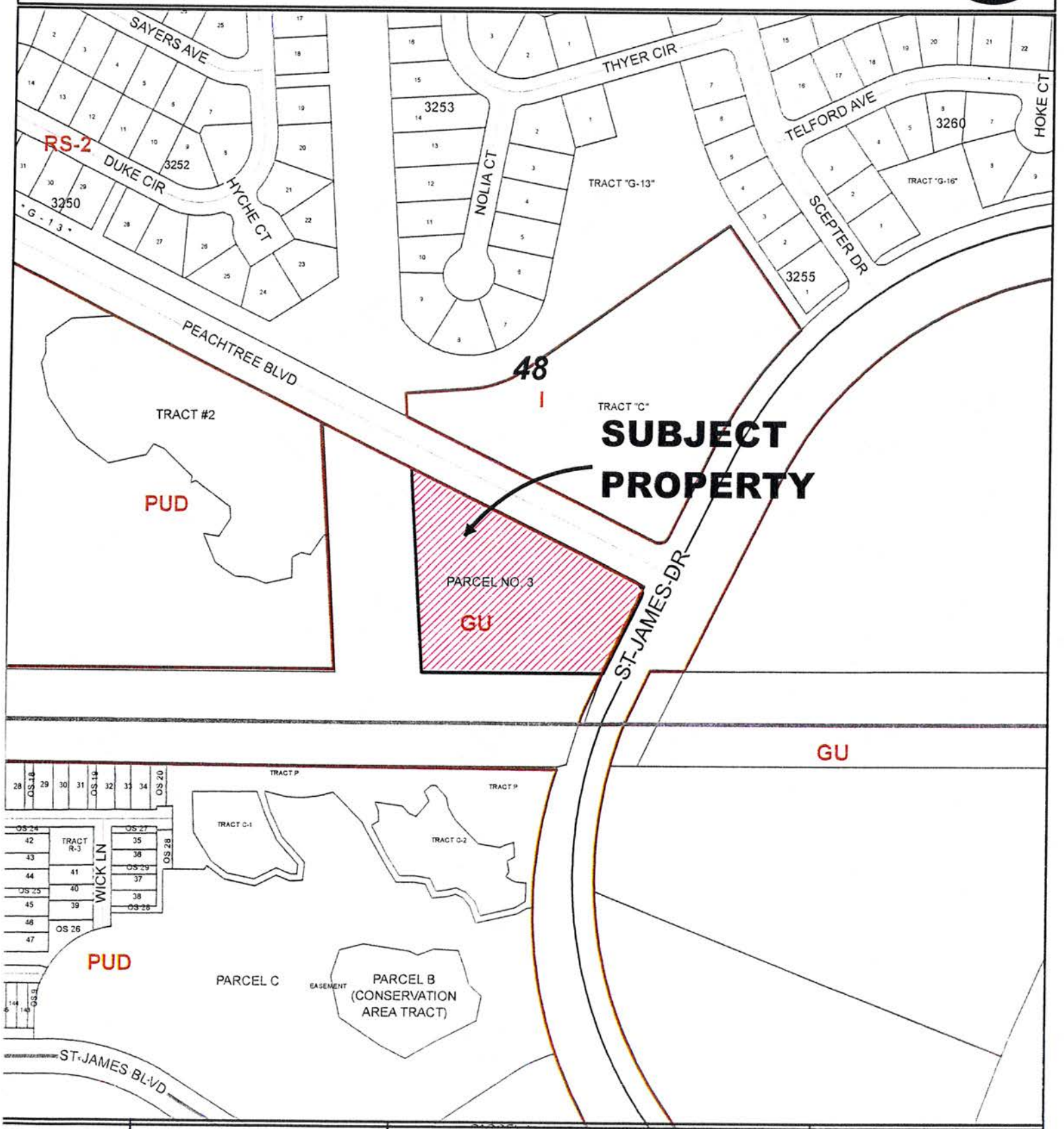
CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	REZONING CALVARY CHAPEL PORT ST. LUCIE PEACHTREE PLACE, PARCEL NO. 3 AERIAL DATE 2014	DATE: 5/9/2016 APPLICATION NUMBER: P16-068 USER: patricias SCALE: 1 in = 150 ft	

FUTURE LAND USE



CITY OF PORT ST. LUCIE FLORIDA	CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	REZONING CALVARY CHAPEL PORT ST. LUCIE PEACHTREE PLACE, PARCEL NO. 3	DATE: 5/9/2016 APPLICATION NUMBER: P16-068 USER: patricias SCALE: 1 in = 300 ft

EXISTING ZONING



CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

REZONING

CALVARY CHAPEL PORT ST. LUCIE

PEACHTREE PLACE, PARCEL NO. 3

DATE:	5/9/2016
APPLICATION NUMBER:	P16-068
USER:	patricias
SCALE:	1 in = 300 ft

RECEIVED

MAY 04 2016

REZONING APPLICATION

CITY OF PORT ST. LUCIE
Planning & Zoning Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida 34984
(772) 871-5212 FAX:(772) 871-5124

FOR OFFICE USE ONLY

Planning Dept. P16-068
Fee (Nonrefundable)$ 2,268.60
Receipt # 93613

Refer to "Fee Schedule" for application fee. Make checks payable to the "City of Port St. Lucie". Fee is nonrefundable unless application is withdrawn prior to the Planning and Zoning Board Meeting. **All** items on this application should be addressed, otherwise it cannot be processed. Attach proof of ownership: two copies of recorded deed. If the application includes more than one (1) lot, our Legal Department will contact you regarding execution of the required Unity of Title. Please type or print clearly in **BLACK** ink.

PRIMARY CONTACT EMAIL ADDRESS: lholley@calvarypsl.org, todm@redtaildg.com, rodkennedy@edc-inc.com

PROPERTY OWNER:

Name: Calvary Chapel Port St Lucie West Inc (c/o Pastor Lee Holley) dbs Calvary Port St Lucie

Address: 5555 NW Saint James Dr., Port St. Lucie, FL 34983

Telephone No.: 772.871.1702 x114 FAX No.:

AGENT OF OWNER (if any)

Name: Tod Mowery, AICP and Rod Kennedy, P.E.

Address: Tod at 241 SW Fernleaf Trail, PSL, FL 34953 and Rod at 1934 Tucker Court, Ft Pierce, Fl 34950

Telephone No.: 561.262.6304 (Tod) 772.462.2455 (Rod) FAX No:

PROPERTY INFORMATION

Legal Description: (Include Plat Book and Page) PEACHTREE PLACE (PB 41-11) PARCEL NO. 3 (3.849 AC) (OR 3792-2186)

Parcel I.D. Number: 3408-602-0004-000-7

Current Zoning: GU

Proposed Zoning: CG

Future Land Use Designation: CG Acreage of Property: 3.8493

Reason for Rezoning Request:

Rezoning in compliance with current Future Land Use designation. Rezoning to CG, to allow for special exception use, private school on the 3.8493 acre site, directly adjacent to the jointly owned church parcel (6.87 acre Tract C).

Tod Mowery — *Signature of Owner

TOD MOWERY — Hand Print Name

5.1.16 — Date

*If signature is not that of the owner, a letter of authorization from the owner is needed.

NOTE: Signature on this application acknowledges that a certificate of concurrency for adequate public facilities as needed to service this project has not yet been determined. Adequacy of public facility services is not guaranteed at this stage in the development review process. Adequacy for public facilities is determined through certification of concurrency and the issuance of final local development orders as may be necessary for this project to be determined based on the application material submitted.

May 1, 2016

Via Email

Ms. Patricia Tobin
Director
Planning and Zoning Department
121 SW Port St. Lucie Boulevard

RE: Rezoning from GU to CG and Special Exception Use request for Calvary PSL Private School on Parcel 3, parcel i.d. - 3408-602-0004-000-7, St. James and Peachtree.

Dear Ms. Tobin -

On behalf of Calvary Chapel Port St. Lucie West, dba Calvary Port St. Lucie, we are pleased to present this request for a Rezoning from General Use to General Commercial on a 3.85 acre parcel of land at the intersection of St. James Drive and Peachtree Blvd. In addition, Calvary is pleased to provide their request for a Special Exception use for a private K-12 school. The school will be adjacent to their existing 6.8 acre Church site and across St. James Drive from the existing Southern Oaks Middle School. The special exception use will compliment what Calvary Port St. Lucie offers and will continue their Vision to help people become lifelong followers of Christ! Calvary Port St. Lucie is a strong community partner and actively involved in making a difference, both physically and spiritually, in the Port St. Lucie area.

We stand ready to assist answer any questions you may have regarding this submittal.

Thank you,

Tod

Tod Mowery, AICP

C: Pastor Mike Wiggins
Pastor Lee Holley
Rod Kennedy, P.E.
Anthony Donadio, AIA

241 SW Fernleaf Trl
Port St. Lucie, FL 34953
c. - 561.262.6304
todm@redtaildg.com

Calvary
Port Saint Lucie

5555 NW St. James Drive Port Saint Lucie, FL 34983 772-871-1702 (Phone) 772-344-2475 (Fax)

May 4, 2016

City of Port St Lucie
121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984

To whom it may concern:

Calvary Chapel Port St Lucie West, Inc d/b/a Calvary Port St Lucie is the owner of the property located at the intersection of St James Dr. and NW Peachtree Blvd. Parcel No. 3 (Parcel ID 3408-602-0004-000-7). I authorize Tod Mowery and Redtail DG, and Rod Kennedy and EDC, Inc. to act as agents for rezoning, special exception, site plan and other related and similar items for our aforementioned property.

If you have any questions you can reach me at my contact information below.

Sincerely,

Lee Holley

Lee Holley
Executive Pastor
772-871-1702 x 114
LHolley@CalvaryPSL.Org

COLETTE RHODES
MY COMMISSION # FF 912681
EXPIRES: November 3, 2019
Bonded Thru Notary Public Underwriters

Prepared by and return to:
Maria S. Leavy
St. John, Rossin & Burr, PLLC
1601 Forum Place
West Palm Beach, FL 33401
561-655-8994
File Number: 2629.80801
Will Call No.: 110

[Space Above This Line For Recording Data]

Special Warranty Deed

This Special Warranty Deed made this 18 day of September, 2015 between Beor Fund 1, LLC, a Delaware limited liability company whose post office address is 1338 Foothill Drive, Suite 129, Salt Lake City, UT 84108, Grantor, and Calvary Chapel Port Saint Lucie West, Inc., a Florida not-for-profit corporation whose post office address is 5555 NW St. James Drive, Fort Pierce, FL 34983, Grantee:

Witnesseth, that said Grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Saint Lucie County, Florida, to-wit:

> Parcel No. 3, PEACHTREE PLACE, according to the map or plat thereof as recorded in Plat Book 41, Page 11, Public Records of St. Lucie County, Florida
>
> Parcel Identification Number: 3408-602-0004-000-7
>
> Subject to taxes for 2015 and subsequent years, covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

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 covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby specially warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under Grantors, but not against the claims of any others.

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

(SIGNATURES AND NOTARY ACKNOWLEDGEMENT FOLLOW ON PAGE 2)

Signed, sealed and delivered in our presence:

Beor Fund 1, LLC, a Delaware limited liability company

By: Narda, LLC, its Manager
By: Morzan, Inc., its Manager

Witness Name: BRIAN WIKSELL

Witness Name: TRACEY BOBOWSKI

Thomas Bobowski, Authorized Signatory for Morzan, Inc.

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of September, 2015 by Thomas Bobowski, Authorized Signatory for Morzan, Inc. He [ ] is personally known to me or [ ] has produced _____ as identification.

[Notary Seal]

See Attached

Notary Public

Printed Name: _____

My Commission Expires: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of SAN DIEGO)

On SEPTEMBER 18, 2015 before me, CHARLEEN M. BERRYMAN, NOTARY
(insert name and title of the officer)

personally appeared THOMAS BOBOWSKI
who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(~~s~~) on the instrument the person(~~s~~); or the entity upon behalf of which the person(~~s~~)-acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

CHARLEEN M. BERRYMAN
Commission # 2001924
Notary Public - California
San Diego County
My Comm. Expires Dec 22, 2016

Signature Charleen M. Berryman (Seal)

Special Warranty Deed

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 10E
Meeting Dates: 6/27/16 & 7/11/16

TO:	Mayor and City Council
THRU:	Jeff Bremer, City Manager
THRU:	Daniel Holbrook, AICP, Assistant City Manager – Community Development Director
FROM:	Patricia A. Tobin, AICP, Director of Planning and Zoning
Agenda Item:	Ordinance: Rezoning Application for Calvary Chapel PSL
Submittal Date:	6/13/2016 1639

STRATEGIC PLAN LINK: This item is consistent with Goal 3: Balanced and Responsible Sustainable Growth.

BACKGROUND: The intended use is a private K-8 school for the existing Calvary Church located north of the site. A school is a special exception use per section 158.124 - General Commercial Zoning District (CG).

ANALYSIS: See attached staff report.

FINANCIAL INFORMATION: NA

LEGAL INFORMATION: The ordinance was approved on June 16, 2016 as to form by Thomas Mullins for Interim City Attorney Azlina Goldstein Siegel.

PLANNING AND ZONING BOARD RECOMMENDATION: The Planning and Zoning Board unanimously recommended approval of this rezoning application at their June 7, 2016 meeting.

SPECIAL CONSIDERATION: NA

PRESENTATION INFORMATION: Staff may provide a short presentation on the application.

REQUESTED MEETING DATE: 6/27/2016

LOCATION OF PROJECT: The property is located on the southwest corner of NW St. James Drive and NW Peachtree Boulevard.

ATTACHMENTS: Ordinance, staff report, and application.

PT/DR

RECEIVED

JUN 2 0 2016

CITY MANAGER'S OFFICE

COUNCIL ITEM 10F
DATE 6/27/16

COUNCIL ITEM 8E
DATE 7/11/16

ORDINANCE 16-40

AN ORDINANCE TO REZONE .55 ACRES OF PROPERTY LEGALLY DESCRIBED AS LOTS 13 AND 14, BLOCK 626, SECTION 13, AND LOCATED ON THE NORTHEAST CORNER OF MACEDO BOULEVARD AND VOLTAIR TERRACE; FROM RS-2 (SINGLE FAMILY RESIDENTIAL) TO CS (SERVICE COMMERCIAL) FOR A PROJECT KNOWN AS AMERICAN PERSONAL STORAGE (P16-052); PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, American Personal Storage, Inc., hereinafter referred to as the Applicant, seeks to rezone .55 acres of property located on the northeast corner of Macedo Boulevard and Voltair Terrace and within the City of Port St. Lucie, from the zoning designation of RS-2 (Single Family Residential) to CS (Service Commercial).

WHEREAS, the City of Port St. Lucie Planning and Zoning Board held a public hearing on June 7, 2016 to consider the rezoning application (P16-052), notice of said hearing to adjoining property owners for a radius of seven hundred and fifty (750) feet having been given and advertising of public hearing having been made; and

WHEREAS, the City Council held a public hearing on July 11, 2016 to consider the rezoning application (P16-052), advertising of the public hearing having been made; and

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

Section 1: That the property legally described as Lots 13 and 14, Block 626, Section 13, Port St. Lucie, be rezoned from the Zoning Classification of RS-2 (Single Family Residential) to CS (Service Commercial).

Section 2: That this Ordinance shall become effective ten (10) days after its final adoption.

ORDINANCE 16-40

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this 11th day of July, 2016.

CITY OF PORT ST. LUCIE, FLORIDA

BY:_____
Gregory J. Oravec, Mayor

ATTEST:

_____
Karen A. Phillips, City Clerk

APPROVED AS TO FORM:

BY:_____
Interim City Attorney

City of Port St. Lucie

Planning and Zoning Department Memorandum

TO: **PLANNING AND ZONING BOARD – MEETING OF JUNE 7, 2016**

FROM: **KATHERINE H. HUNTRESS, PLANNER**

RE: **AMERICAN PERSONAL STORAGE, INC.**
REZONING APPLICATION
P16-052

DATE: **MAY 26, 2016**

PROPOSED REQUEST: The proposed request seeks to rezone two lots from RS-2 (Single Family Residential) to CS (Service Commercial).

APPLICANT & OWNER: American Personal Storage, Inc., Chuck Reller

LOCATION: The property is located on the northeast corner of Macedo Boulevard and Voltair Terrace.

LEGAL DESCRIPTION: The property is legally described as Lots 13 and 14, Block 626, Port St. Lucie Section 13.

SIZE: 0.55 acres

EXISTING ZONING: RS-2 (Single Family Residential)

EXISTING USE: Vacant land

SURROUNDING USES:

	Existing Use	Future Land Use	Zoning
North	Personal storage facility	LI/CS (Light Industrial/Service Commercial)	CS (Service Commercial)
South	Commercial development	LI/CS (Light Industrial/Service Commercial)	CS (Service Commercial)
East	Single family residences	LI/CS (Light Industrial/Service Commercial)	RS-2 (Single Family Residential)
West	Fl. Turnpike, single family residences	Fl. Turnpike, RL (Residential Low Density)	Fl. Turnpike, RS-2 (Single Family Residential)

FUTURE LAND USE: CS/LI (Service Commercial/Light Industrial)

REQUESTED ZONING: CS (Service Commercial)

IMPACTS AND FINDINGS:

Land Use Consistency: The requested zoning change is justified and supported by the Comprehensive Plan, and the Conversion Manual. The subject application is supported and justified by Objective 1.1.4: Future growth, development and redevelopment should be directed to appropriate areas as depicted on the Future Land Use Map.; and Policy 1.1.4.13: The following conversion chart is established to illustrate compatible land use and zoning categories.

TYPE OF CONVERSION AREA	COMPATIBLE ZONING DISTRICTS											
	RM-5	PUD	I	P	LMD	CN	CS	CG	CH	GU	WI	IN
MEDIUM DENSITY RESIDENTIAL (RM)	X	X	X									
RESIDENTIAL/OFF/INSTITUTIONAL (ROI)	X	X	X	X	X							
LIMITED COMMERCIAL (CL)				X	X	X				X		
GENERAL COMMERCIAL (CG)				X	X	X		X		X		
COMMERCIAL SERVICES (CS)							X			X	X	
HIGHWAY COMMERCIAL (CH)									X	X		
LIGHT INDUSTRIAL (LI)/SERVICE COMMERCIAL (CS)							X			X	X	X

Sewer/Water Service: Port St. Lucie's Utility Systems is the provider of water and sewer.

Environmental: The lots have previously been cleared.

Compliance With Conversion Area Requirements:

1. Planning Area location per conversion manual: 25
2. The property is totally within planning area: Yes
3. Minimum Frontage: Yes
4. Minimum Depth: Single lot depth may be used if the entire rear lot line is bounded by a non-residential Future Land Use Designation and sufficient frontage exists for development.
5. Does the request isolate lots: No
6. Has a Unity of Title been submitted: The unity of title has been submitted to the legal department.
7. Buffer required: NA

STAFF RECOMMENDATION:

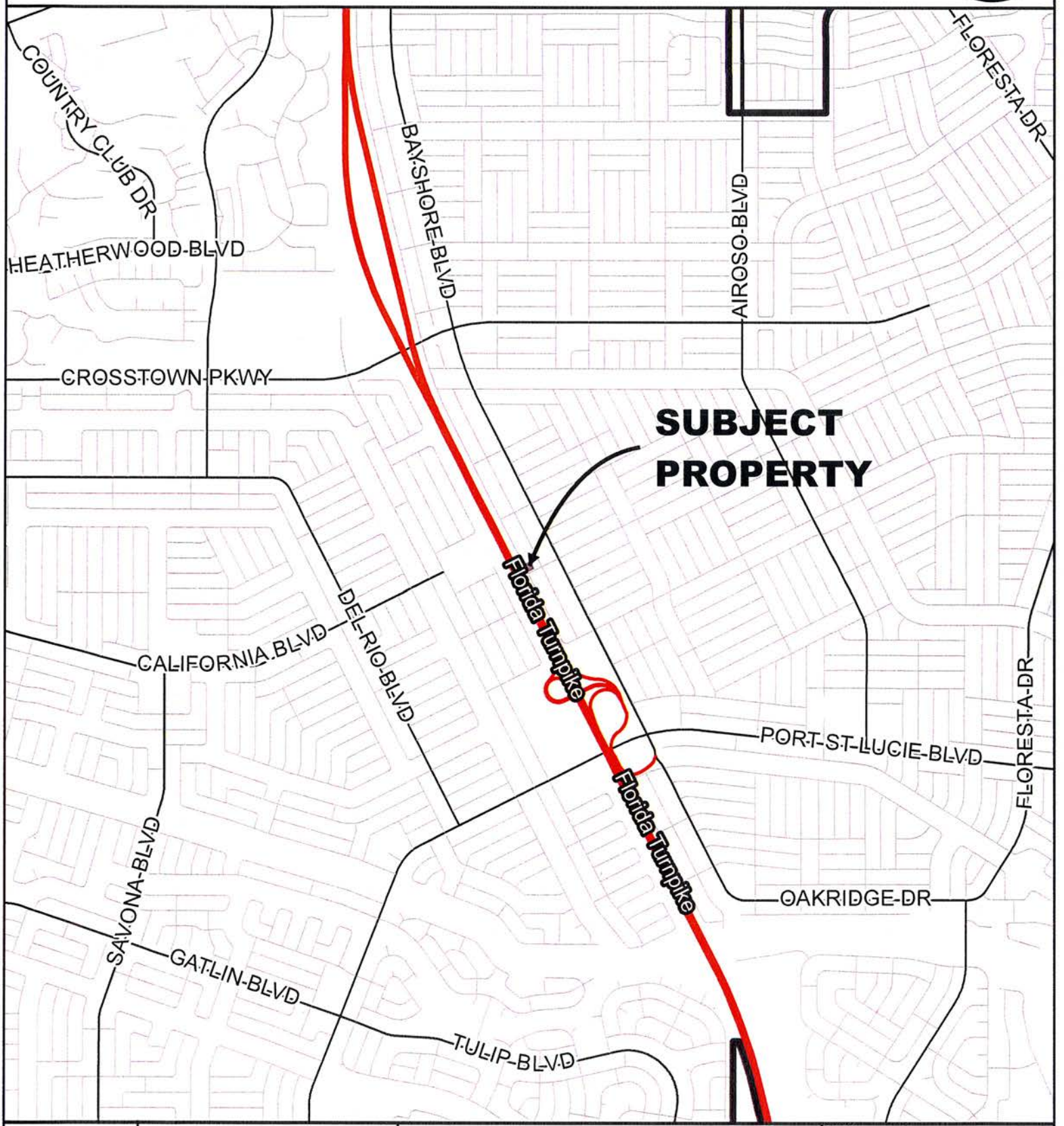
The Planning and Zoning Department staff finds the petition to be consistent with the intent and direction of the City's Comprehensive Plan and recommends approval based on the analysis and findings as noted in the staff report.

Planning and Zoning Board Action Options:

- Motion to recommend approval
- Motion to recommend denial

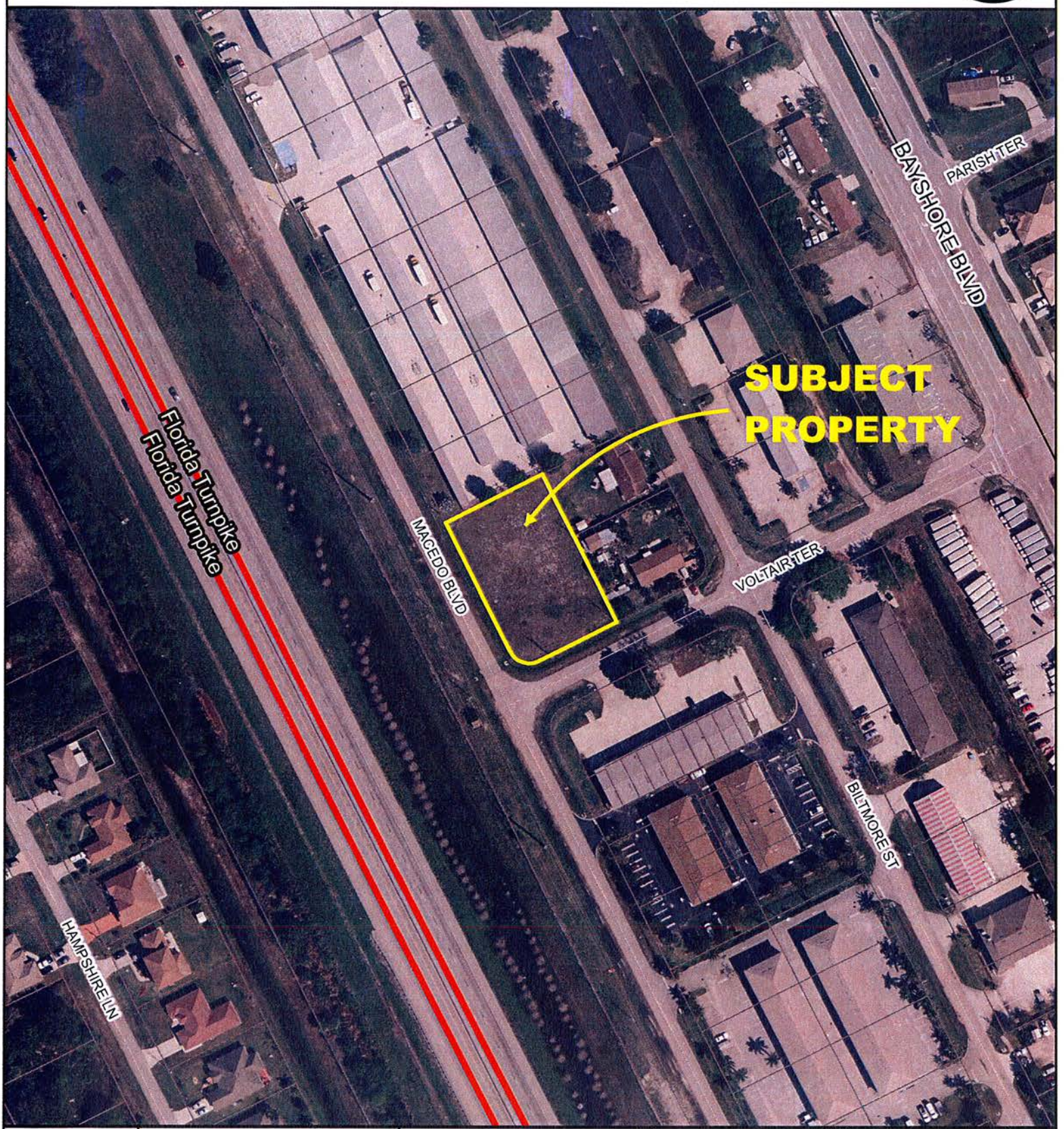
Should the Board need further clarification or information from either the applicant and/or staff, it may exercise the right to table or continue the hearing or review to a future meeting.

GENERAL LOCATION



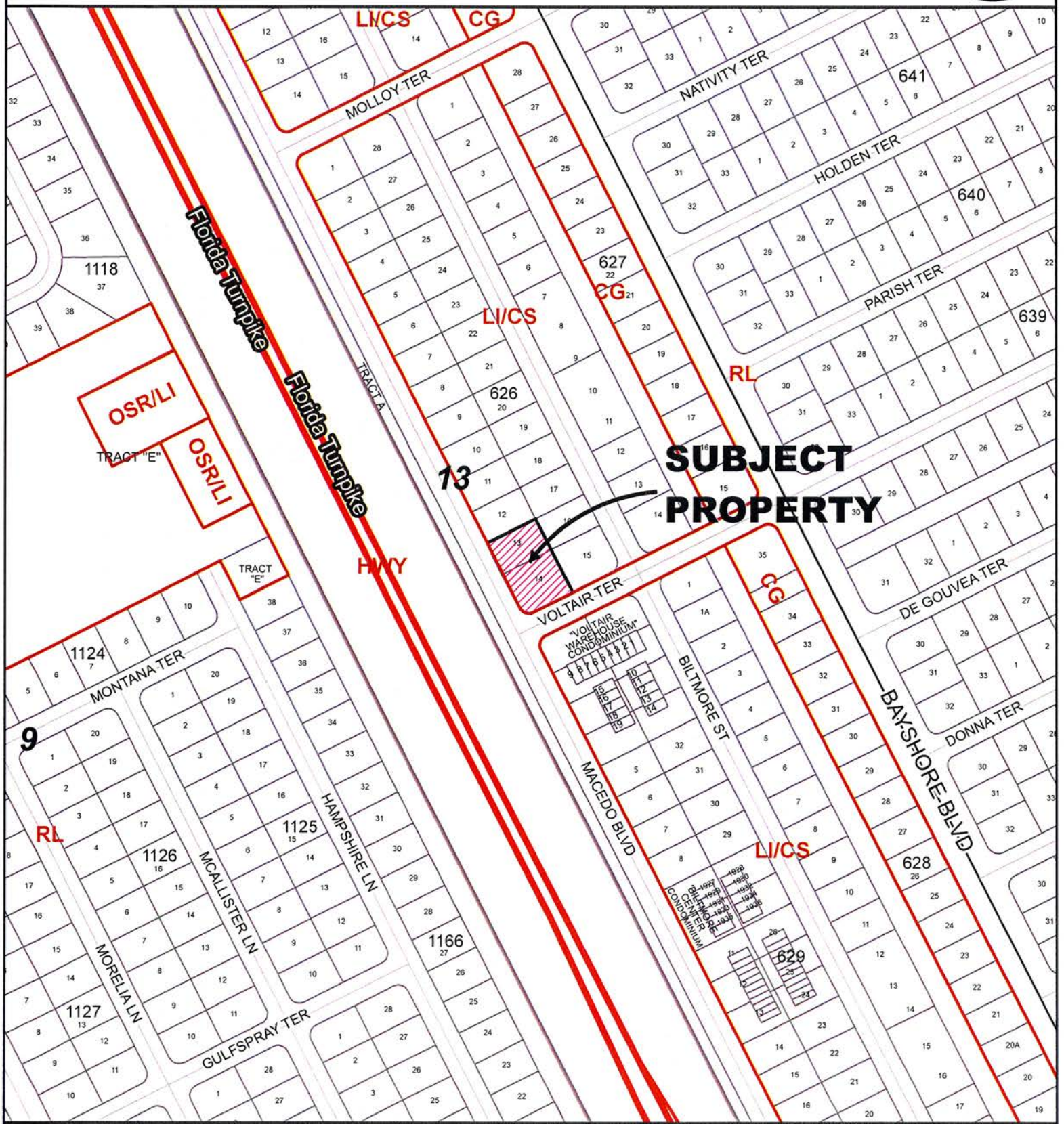
CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	REZONING AMERICAN PERSONAL STORAGE, INC. SECTION 13, BLOCK 626, LOTS 13 & 14	DATE: 4/26/2016 APPLICATION NUMBER: P16-052 USER: patricias SCALE: 1 in = 0.5 miles	

AERIAL



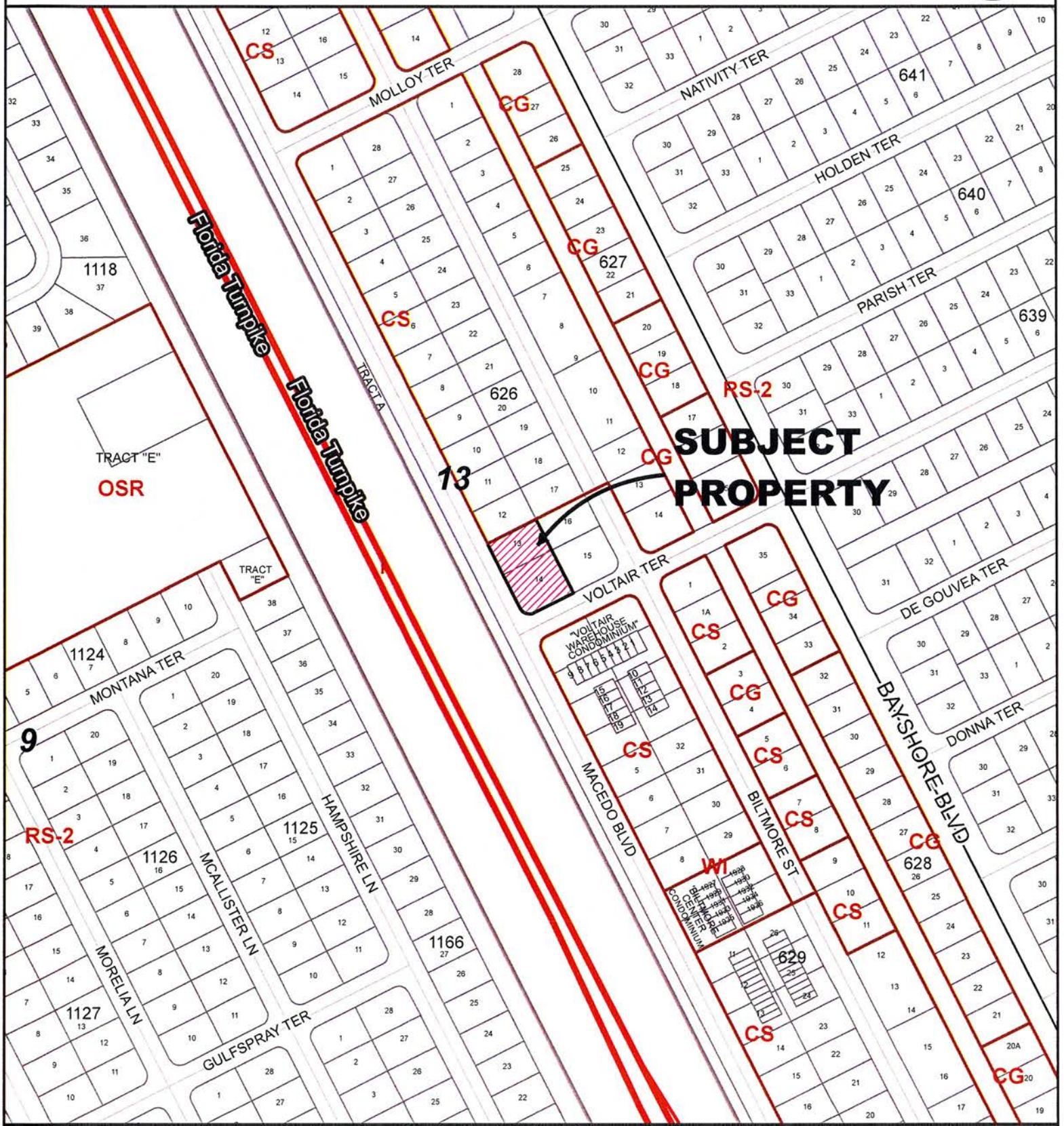
CITY of PORT ST. LUCIE FLORIDA	CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	REZONING AMERICAN PERSONAL STORAGE, INC. SECTION 13, BLOCK 626, LOTS 13 & 14 AERIAL DATE 2014	DATE: 4/26/2016 APPLICATION NUMBER: P16-052 USER: patricias SCALE: 1 in = 150 ft

FUTURE LAND USE



CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	REZONING AMERICAN PERSONAL STORAGE, INC. SECTION 13, BLOCK 626, LOTS 13 & 14	DATE: 4/26/2016 APPLICATION NUMBER: P16-052 USER: patricias SCALE: 1 in = 300 ft	

EXISTING ZONING



CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	REZONING AMERICAN PERSONAL STORAGE, INC. SECTION 13, BLOCK 626, LOTS 13 & 14	DATE: 4/26/2016 APPLICATION NUMBER: P16-052 USER: patricias SCALE: 1 in = 300 ft	

RECEIVED

APR 06 2016

PLANNING DEPARTMENT
CITY OF PORT ST. LUCIE, FL

lucido & associates
Land Planning / Landscape Architecture

April 6, 2016

via electronic submittal

Ms. Patricia Tobin, Director
Port St. Lucie Planning & Zoning Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984

RE: American Personal Storage – Rezoning Application

Dear Ms. Tobin:

On behalf of American Personal Storage, we are pleased to submit this rezoning application of two lots described in the attached Exhibit 'A', from RS – 2 to CS.

The two lots combine to total 0.55 acres and are located on the corner of SW South Macedo Blvd. and SW Voltair Terrace in Port St. Lucie. The rezoning from RS – 2 to CS will allow the existing facility to be expanded onto the two newly purchased parcels.

Enclosed with this letter please find the following related materials:

1. Application fee in the amount of $2,137.00
2. Fee calculation provided by City of Port St. Lucie.
3. Rezoning Application
4. Exhibit 'A'
5. Unity of Title

Upon your review, if you have any question, feel free to contact me directly at (772)220-2100.

Respectfully,

Tyler R. Johnson
Project Designer

701 E. Ocean Blvd. Stuart, FL 34994 P (772)220 – 2100 F (772)223 – 0220

REZONING APPLICATION

CITY OF PORT ST. LUCIE
Planning & Zoning Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida 34984
(772) 871-5212 FAX:(772) 871-5124

FOR OFFICE USE ONLY

Planning Dept. P16-052
Fee (Nonrefundable)$ 2,137.00
Receipt # 90160

Refer to "Fee Schedule" for application fee. Make checks payable to the "City of Port St. Lucie". Fee is nonrefundable unless application is withdrawn prior to the Planning and Zoning Board Meeting. **All** items on this application should be addressed, otherwise it cannot be processed. Attach proof of ownership: two copies of recorded deed. If the application includes more than one (1) lot, our Legal Department will contact you regarding execution of the required Unity of Title. Please type or print clearly in **BLACK** ink.

PRIMARY CONTACT EMAIL ADDRESS: sgarrett@lucidodesign.com

PROPERTY OWNER:

Name: American Personal Storage Inc. - Chuck Reller, Email: chuckreller@gmail.com

Address: 1849 SW South Macedo Blvd Port St. Lucie, Fl 34984

Telephone No.: _____ FAX No.: _____

AGENT OF OWNER (if any)

Name: Lucido & Associates (Steve Garrett)

Address: 701 S.E. Ocean Blvd Stuart,Fl 34994

Telephone No.: 772.220.2100 FAX No: 772.223.0220

RECEIVED
APR 6 2016
PLANNING DEPARTMENT
CITY OF PORT ST. LUCIE

PROPERTY INFORMATION

Legal Description: (Include Plat Book and Page) Legal Description Attached (Exhibit A)

Parcel I.D. Number: Lot 13 (3420-560-2367-000-4) & Lot 14 (3420-560-2368-000-1)

Current Zoning: RS -2

Proposed Zoning: CS

Future Land Use Designation: LI/CS Acreage of Property: 0.55 Acres

Reason for Rezoning Request:

To combine the two recently purchased lots (13 & 14) with existing site of American Personal Storage and enable the facility to be expanded.

Charles M Reller Jr, Pres — *Signature of Owner
Charles M Reller — Hand Print Name
3/29/16 — Date

***If signature is not that of the owner, a letter of authorization from the owner is needed.**

NOTE: Signature on this application acknowledges that a certificate of concurrency for adequate public facilities as needed to service this project has not yet been determined. Adequacy of public facility services is not guaranteed at this stage in the development review process. Adequacy for public facilities is determined through certification of concurrency and the issuance of final local development orders as may be necessary for this project to be determined based on the application material submitted.

American Personal Storage
1849 SW South Macedo Blvd
Port St. Lucie, FL 34984

May 26, 2016

RECEIVED
MAY 31 2016
PLANNING DEPARTMENT
CITY OF PORT ST. LUCIE, FL

Ms. Patricia Tobin, Planning Director
Planning & Zoning Department
City of Port St. Lucie
121 S.W. Port St. Lucie Boulevard, Building B
Port St. Lucie, FL 34984-5099

Re: American Personal Storage – OWNER'S AUTHORIZATION

To Whom It May Concern:

As owner of the property referenced above, please consider this correspondence as formal authorization for Steven Garrett, Lucido & Associates, to represent Charles Reller, American Personal Storage during the governmental review process for the above noted project.

Thank you for your attention to this matter.

Sincerely,

Charles Reller, American Personal Storage

STATE OF FLORIDA
COUNTY OF ST. LUCIE
The foregoing was acknowledged before me this 26 day of MAY, 2016, by CHARLES RELLER, of AMERICAN PERSONAL STORAGE. He/She [✓] is personally known to me or [ ] has produced _____ as identification.

(Notarial Seal)

(Print Name) DAVID P. KILLANE
NOTARY PUBLIC

DAVID P KILLANE
Notary Public - State of Florida
My Comm. Expires Mar 26, 2017
Commission # EE 870393
Bonded Through National Notary Assn.

My Commission Expires: 3/26/17

Katherine Huntress

From: Thomas Mullin <TMullin@nasonyeager.com>
Sent: Wednesday, June 15, 2016 4:38 PM
To: Katherine Huntress
Subject: RE: P16-052 American Personal Storage Rezone

Hey Katie –
Yeah, it's a learning process ☺
But the ordinance looks good.
Thanks,
Tom

Thomas F. Mullin
Email: TMullin@nasonyeager.com
Web: www.nasonyeager.com
Tel: 561-982-7114 | Fax:561-982-7116

Nason Yeager
GERSON WHITE & LIOCE, P.A.
ATTORNEYS AT LAW

Nason Yeager, Gerson White & Lioce, P.A.
7700 Congress Ave., Suite 2201 |Boca Raton |FL |33487

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Think Green! Please do not print this e-mail unless absolutely necessary.

Effective June 20, 2016, The BOCA RATON Office of the Firm is relocating.
THE ADDRESS WILL BE:
750 Park of Commerce Boulevard, Suite 210
Boca Raton, FL 33487.
- All phone numbers and email addresses remain the same.
- Please change your contact information to reflect our new address

From: Katherine Huntress [mailto:KHuntress@cityofpsl.com]
Sent: Wednesday, June 15, 2016 4:37 PM
To: Thomas Mullin <TMullin@nasonyeager.com>
Subject: P16-052 American Personal Storage Rezone

Good afternoon Tom,
Attached is the ordinance for P16-052 American Personal Storage Rezone Application which was recommended for approval by the Planning and Zoning Board on June 7, 2016. It is scheduled for the June 27, 2016 City Council meeting. I apologize for the delay in sending this to you for your review. I guess this is the first ordinance I've had since we were doing it this way, and I missed it. Again, my apologies and thanks for taking the time to review this.
Regards,
Katie

Katherine H. Huntress, Planner
Planning and Zoning Department
City of Port St. Lucie
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida 34984-5099
772-871-5282 772-871-5213
Fax: 772-871-5124
khuntress@cityofpsl.com

How is my service? Please contact Bonnie R. Cruz at Bonniec@cityofpsl.com to submit your suggestions, comments and feedback.

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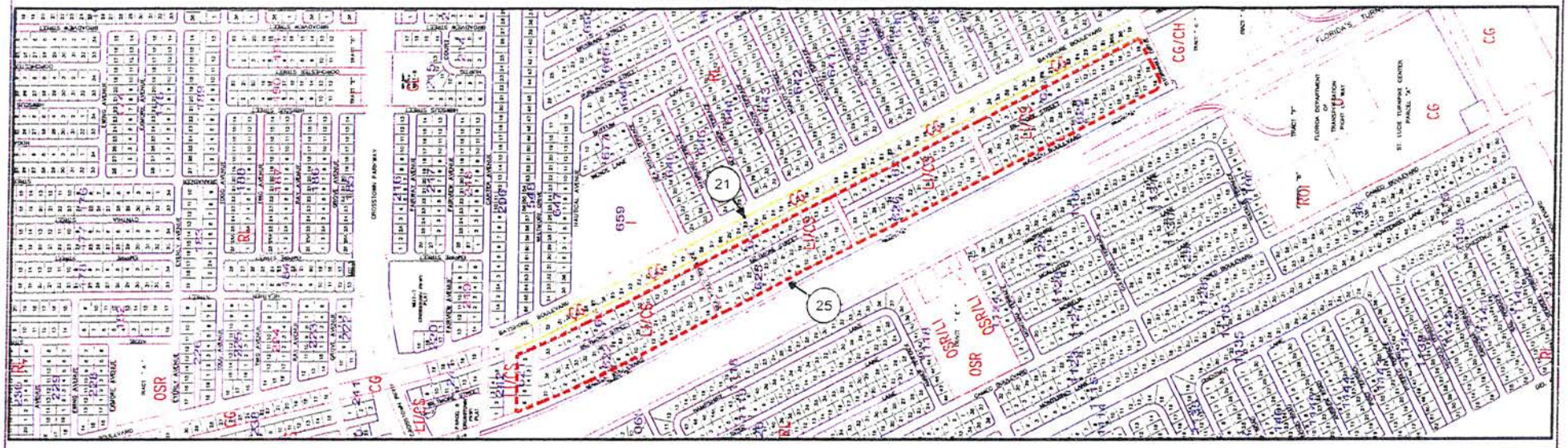
LAND USE CONVERSION OPTIONS AND APPLICABLE REGULATIONS

CONVERSION AREAS 21 AND 25



CONVERSION AREA NUMBER	TYPE OF CONVERSION AREA	MINIMUM FRONTAGE (FT)	DEPTH (FT)	EXCEPTIONS TO[1]		CURB CUT SEPARATION (FT.)[2]		HT. LIMITS	ADD'L REAR YARD RQMT. FOR TWO STY BLDG. (FT)
				FRONTAGE REQUIREMENTS	DEPTH REQUIREMENTS	FROM ADJ. CURB CUT	FROM ADJ. STR. INTERSECTION		
21	CG	240	DEPTH OF ENTIRE CONVERSION AREA PERPENDICULAR TO THE STREET	PROPERTIES HAVING CONVENIENT ACCESS TO A SIDE STREET FRONTAGE AND HAVING NO CURB CUT ON THE MAJOR STREET.	N/A	150	180	35	N/A
25	LI/CS	160	240	N/A	SINGLE LOT DEPTH MAY BE USED IF THE ENTIRE REAR LOT LINE IS BOUNDED BY A MAJOR DRAINAGE R/W OR CANAL OR NON-RESIDENTIAL USE AND SUFFICIENT FRONTAGE EXISTS FOR DEVELOPMENT	150	180	35	N/A

NOTES:

1. SITES QUALIFYING FOR AN EXCEPTION TO THE FRONTAGE OR DEPTH REQUIREMENTS MUST HAVE A TOTAL 20,000 SQ. FT. AND MUST MEET ALL OTHER LOCAL REGULATIONS AND PERFORMANCE REQUIREMENTS.
2. DISTANCE OF SEPARATION SHALL BE MEASURED ALONG MAJOR STREET FRONTAGE UNLESS THE CURB CUT ACCESS IS LOCATED ADJACENT TO AN ALLOWABLE SIDE STREET ACCESS POINT. IN SUCH CASE, THE CURB CUT SEPARATION REQUIREMENT SHALL BE APPLIED TO THE SIDE STREET FRONTAGE.
3. MAX. RESIDENTIAL DENSITY SHALL BE 11 UNITS PER ACRE WITHIN THE RCI CONVERSION AREA.
4. SEE SECTION VI (PAGE 6) OF MANUAL FOR VARIANCE PROCEDURES.

LEGEND:

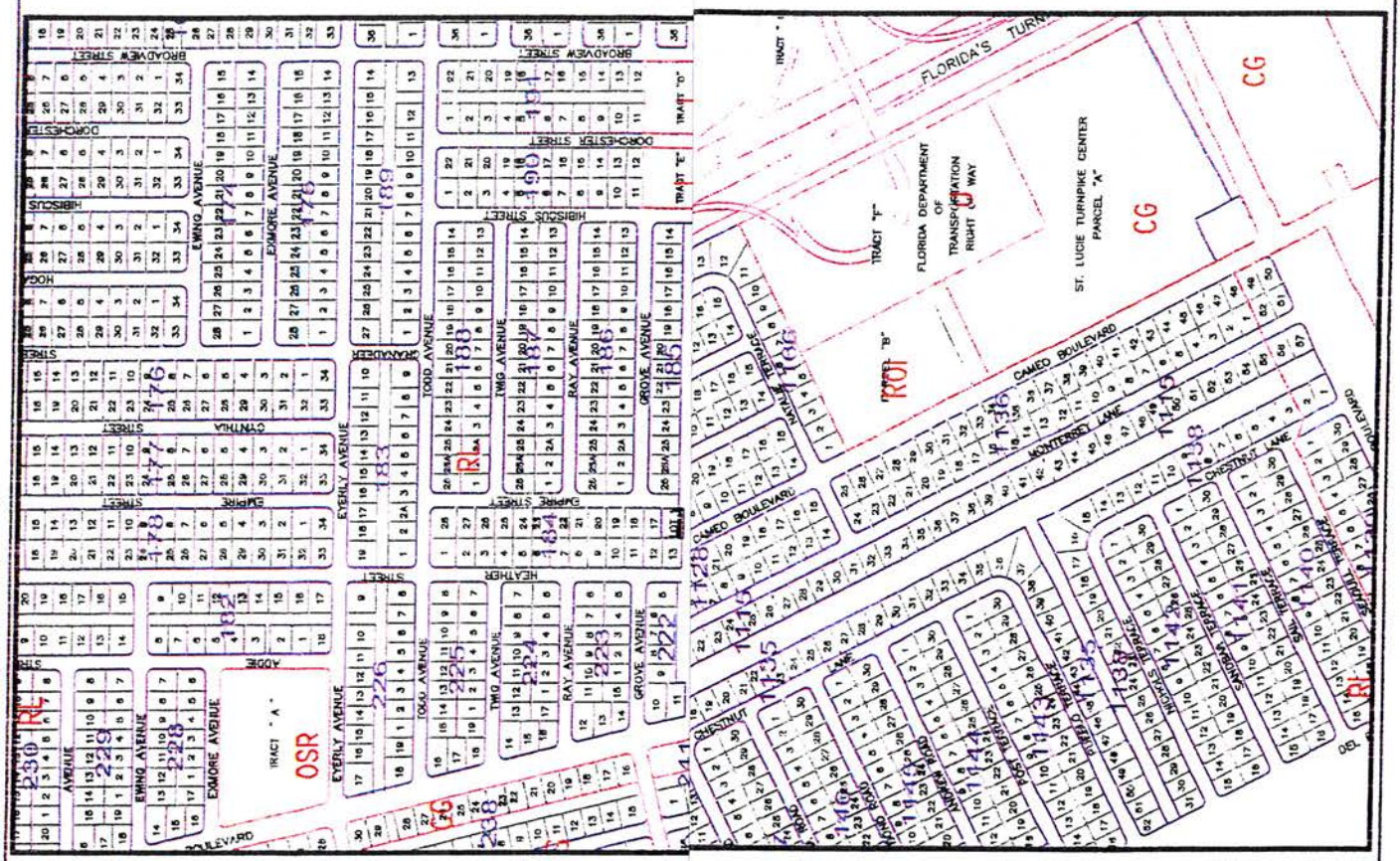
GENERAL COMMERCIAL (CG)

LIGHT IND./SERVICE COMMERCIAL (LI/CS)

CONVERSION AREA NUMBER

N

MAY 2, 2013
Prepared By:
MIS Department
City of Port St. Lucie
CONVERT8.DWG



CONVERSION AREA NUMBER	TYPE OF CONVERSION AREA	MINIMUM FRONTAGE (FT)		URB CUT ATION (FT.)[2] FROM ADJ. STR. INTERSECTION	HT. LIMITS	ADD'L REAR YARD RQMT. FOR TWO STY BLDG. (FT)
21	CG	240	DEPTH OF E PERPENDICU	180	35	N/A
25	LI/CS	160		180	35	N/A

NOTES:

1. SITES QUALIFYING FOR AN EXCEPTION TO THE FRONTAGE AND PERFORMANCE REQUIREMENTS.
2. DISTANCE OF SEPARATION SHALL BE MEASURED ALONG M ACCESS POINT. IN SUCH CASE, THE CURB CUT SEPARATI
3. MAX. RESIDENTIAL DENSITY SHALL BE 11 UNITS PER ACRE
4. SEE SECTION VI (PAGE 6) OF MANUAL FOR VARIANCE PRO

MMERCIAL (CG)

ERVICE COMMERCIAL (LI/CS)

AREA NUMBER

MAY 2, 2013
Prepared By:
MIS Department
City of Port St. Lucie
CONVER18.DWG

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 10F
Meeting Dates: 6/27/16 & 7/11/16

TO:	Mayor and City Council
THRU:	Jeff Bremer, City Manager
THRU:	Daniel Holbrook, AICP, Assistant City Manager – Community Development Director
FROM:	Patricia A. Tobin, AICP, Director of Planning and Zoning
Agenda Item:	Ordinance: Rezoning Application for American Personal Storage (P16-052) 1640
Submittal Date:	6/14/2016

STRATEGIC PLAN LINK: This item is consistent with Goal 3: Balanced and Responsible Sustainable Growth.

BACKGROUND: The proposed request seeks to rezone two lots from RS-2 (Single Family Residential) to CS (Service Commercial) in order to add this parcel to the existing commercial development to the north. This is consistent with the Comprehensive Plan and will allow for commercial development of the site.

ANALYSIS: See attached staff report.

FINANCIAL INFORMATION: NA

LEGAL INFORMATION: The ordinance has been approved as to form by acting city attorney on 6/15/16.

PLANNING AND ZONING BOARD RECOMMENDATION: The Planning and Zoning Board recommended approval of the rezoning application at their June 7, 2016 meeting.

SPECIAL CONSIDERATION: NA

PRESENTATION INFORMATION: Staff may provide a short presentation on the application.

REQUESTED MEETING DATE: 6/27/201 and 7/11/2016

LOCATION OF PROJECT: The property is located on the northeast corner of Macedo Boulevard and Voltair Terrace. See attached maps.

ATTACHMENTS: Ordinance, staff report, maps, application.

PT/kh

RECEIVED
JUN 16 2016
CITY MANAGER'S OFFICE

COUNCIL ITEM 8F
DATE 7/11/16

ORDINANCE NO. 16-41

AN ORDINANCE SUPPLEMENTING ORDINANCE NO. 94-34 OF THE CITY OF PORT ST. LUCIE, FLORIDA (THE "HOME RULE ASSESSMENT ORDINANCE"), DULY PASSED AND APPROVED ON JULY 25, 1994, AND ENTITLED "AN ORDINANCE RELATING TO SPECIAL ASSESSMENTS; PROVIDING FOR THE LEVY OF ASSESSMENTS TO PAY ALL OR PART OF THE COST OF CAPITAL PROJECTS WITHIN THE CITY; AUTHORIZING THE ISSUANCE BY THE CITY OF OBLIGATIONS PAYABLE FROM SUCH ASSESSMENTS AND OTHER FUNDS OF THE CITY LEGALLY AVAILABLE FOR SUCH PURPOSE; AND PROVIDING AN EFFECTIVE DATE;" PROVIDING CITY COUNCIL WITH AUTHORITY TO AUTHORIZE A SPECIFIC EXCEPTION TO SECTION 5(C) OF THE HOME RULE ASSESSMENT ORDINANCE CONCERNING A LIMITATION THAT ASSESSMENTS MAY BE PAYABLE IN ANNUAL INSTALLMENTS OVER A PERIOD NOT TO EXCEED THIRTY (30) YEARS (HEREINAFTER THE "SPECIAL ASSESSMENT COLLECTION TERM"); PROVIDING AN EXCEPTION TO THE SPECIAL ASSESSMENT COLLECTION TERM FOR THE SOUTHWEST ANNEXATION PROJECT NO. 1, AS REVISED PURSUANT TO RESOLUTION 10-R63 OF THE CITY OF PORT ST. LUCIE, FLORIDA, WHICH SUPPLANTED AND AMENDED RESOLUTION 07-R46 RELATING TO THE SOUTHWEST ANNEXATION SPECIAL ASSESSMENT DISTRICT NO. 1, SO THAT THE SOUTHWEST ANNEXATION PROJECT NO. 1 SPECIAL ASSESSMENTS MAY BE PAYABLE FOR AN EXTENDED TERM OF FIVE (5) YEARS WHEREBY SAID ASSESSMENTS ARE PAYABLE OVER A PERIOD NOT TO EXCEED THIRTY-FIVE (35) YEARS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, under Article VIII, Section 2, of the Florida Constitution, Chapter 166 of the Florida Statutes, and Section 1.01 of the Charter of the City of Port St. Lucie, Florida, the City of Port St. Lucie (the "City") has been granted the ability to exercise governmental, corporate and proprietary powers to conduct municipal government, perform municipal functions and render municipal services, and may exercise any power for municipal purposes except as otherwise provided by law; and

WHEREAS, it is necessary for the health, safety and general welfare of the City and its citizens that provisions be made (1) for the acquisition, construction, improvement and equipment from time to time of capital projects in the City, and (2) for the financing of the cost of such projects by the levy of assessments and the issuance of obligations payable therefrom; and

WHEREAS, the City passed Ordinance No. 94-34 (the "Home Rule Assessment Ordinance") on July 25, 1994 which authorized it to acquire, construct, improve and equip capital projects designated by the City Council from time to time in accordance with applicable law; and

WHEREAS, the City may finance the costs of capital projects by levying and collecting assessments on any property specially benefitted thereby, as provided in the Home Rule Assessment Ordinance. Assessments may be levied only on benefitted real property and only at a rate of assessment based upon the special benefit accruing to such property from the specific capital project, the cost of which is financed with such assessment; and

WHEREAS, the Home Rule Assessment Ordinance provides in Section 5(C) that assessments for capital projects, payable in installments, may be made over a period not to exceed the lesser of (a) the estimated useful life of the capital project or (b) thirty (30) years from the date of approval of the final assessment roll (hereinafter referred to as the "Special Assessment Collection Term"); and

ORDINANCE NO. 16-41

WHEREAS, on August 23, 2010, the City passed Resolution 10-R63 which supplanted and amended Resolution 07-R46 relating to the Southwest Annexation Special Assessment District No. 1, which provided for the acquisition and construction of stormwater, roadway, water and wastewater improvements within areas of the City therein designated as the Southwest Annexation District No. 1 and to assess the cost thereof against the benefiting parcels of land within the Southwest Annexation Special Assessment District No. 1 by imposing special assessments against such parcels (the "Southwest Annexation Project No. 1 Special Assessments"); and

WHEREAS, the City's adoption of Resolution 10-R63 and its subsequent confirmation of said Resolution and assessment roll at a public hearing held on September 13, 2010, authorized the City to finance the improvements to the Southwest Annexation Special Assessment District No. 1 through special assessments payable in not more than thirty (30) annual installments, plus interest and costs of collection, with the first installment to be due no later than March 31, 2010, and the final installment to be due no later than March 31, 2040; and

WHEREAS, the City desires to provide for an exception to Section 5(C) of the Home Rule Assessment Ordinance, specifically the Special Assessment Collection Term, in order to authorize the assessment period for the Southwest Annexation Special Assessment District No. 1 to be extended an additional five (5) years, from thirty (30) years from the date of approval of the final assessment roll to thirty-five (35) years, which will allow for a reduction in the amount payable as annual installments for the subject special assessments that the owners of the benefiting parcels of land within the Southwest Annexation Special Assessment District No. 1 will be required to pay each year; and

WHEREAS, the above-described specific exception to the Special Assessment Collection Term will thus allow for the final installment for the Southwest Annexation Project No. 1 Special Assessments, to be due no later than March 31, 2045, as collected by the St. Lucie County Tax Collector according to the Uniform Method provided for under Section 197.3632 of the Florida Statutes.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA HEREBY ORDAINS AS FOLLOWS:

Section 1. Ratification of Recitals. 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. Authorization to Permit an Exception to Provisions of the Home Rule Assessment Ordinance. The City Council is authorized, in its discretion, to permit an exception to the Special Assessment Collection Term, which is the time, method and manner prescribed by City Council, in its discretion, for which assessments for capital projects shall be payable under the Home Rule Assessment Ordinance. This Ordinance shall not serve to authorize any other exception to the Home Rule Assessment Ordinance and thus does not serve to repeal the Home Rule Assessment Ordinance. This Ordinance shall be considered supplemental to the Home Rule Assessment Ordinance under which City Council provided for (1) the acquisition and construction of stormwater, roadway, water and wastewater improvements (the Southwest Annexation Project No. 1") within an area of the City therein designated as the Southwest Annexation Special Assessment District No. 1 (the "Southwest Annexation SAD No. 1"); and (2) the financing of the costs of such improvements and assessing the costs thereof (the "Southwest Annexation Project No. 1 Costs") against the benefiting parcels of land within the Southwest Annexation SAD No. 1 by imposing special assessments against such parcels (the "Southwest Annexation Project No. 1 Special Assessments"). Therefore, the authorization granted herein to City Council to permit an

exception to the Special Assessment Collection Term is specific to the payment and/or collection of the Southwest Annexation Project No. 1 Special Assessments.

Section 3. Extension of the Payments of Southwest Annexation Project No. 1 Special Assessments. Pursuant to the authorization granted, confirmed and/or otherwise acknowledged under Section 2 hereinabove, the City Council hereby finds and determines that it is necessary to authorize a 5-year extension to the period of time that assessments for the Southwest Annexation Special Assessment District No. 1 may be payable. The Southwest Annexation Project No. 1 Special Assessments may be paid in full, or said assessments are payable in installments that may be made over a period not to exceed thirty-five (35) years from the date of approval of the final assessment roll with the final installment to be due no later than March 31, 2045.

Section 4. General Authority. The members of the City Council of the City, and the officers, attorneys and other agents or employees of the City are hereby authorized to do all acts and things required of them by this Ordinance, or desirable or consistent with the full, punctual and complete performance of all the terms and requirements hereof or otherwise contained herein.

Section 5. Severability. The provisions of this Ordinance are intended to be severable. If any one or more sections, paragraphs, sentences, clauses or provisions shall be held to be illegal, invalid, or unconstitutional by a court of competent jurisdiction, then the remaining sections, sentences, clauses and provisions of this Ordinance shall nevertheless stand and be construed as if the illegal or invalid sections, sentences, clauses or provisions had not been included herein.

Section 6. Effective Date. This Ordinance shall become effective upon its final adoption.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this ____ day of _____ 2016.

ATTEST:
CITY OF PORT ST. LUCIE

_____
Karen A. Phillips, City Clerk

CITY COUNCIL

By: _____
Gregory J. Oravec, Mayor

APPROVED AS TO FORM

By:_____
Azlina Goldstein Siegel,
Interim City Attorney

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

ADDENDUM ITEM
Agenda Item #: 10G
Meeting Date: ~~6/27/16~~

TO: MAYOR AND CITY COUNCIL

THRU: JEFF BREMER, CITY MANAGER JB

FROM: EDWIN M. FRY, JR. FINANCE DIRECTOR/CITY TREASURER EF
AZLINA GOLDSTEIN SIEGEL, INTERIM CITY ATTORNEY ags

Signed in attorney's absence to avoid delay

AGENDA ITEM: ORDINANCE: AN ORDINANCE SUPPLEMENTING ORDINANCE NO. 94-34 OF THE CITY OF PORT ST. LUCIE, FLORIDA (THE "HOME RULE ASSESSMENT ORDINANCE"), DULY PASSED AND APPROVED ON JULY 25, 1994, AND ENTITLED "AN ORDINANCE RELATING TO SPECIAL ASSESSMENTS; PROVIDING FOR THE LEVY OF ASSESSMENTS TO PAY ALL OR PART OF THE COST OF CAPITAL PROJECTS WITHIN THE CITY; AUTHORIZING THE ISSUANCE BY THE CITY OF OBLIGATIONS PAYABLE FROM SUCH ASSESSMENTS AND OTHER FUNDS OF THE CITY LEGALLY AVAILABLE FOR SUCH PURPOSE; AND PROVIDING AN EFFECTIVE DATE;" PROVIDING CITY COUNCIL WITH AUTHORITY TO AUTHORIZE A SPECIFIC EXCEPTION TO SECTION 5(C) OF THE HOME RULE ASSESSMENT ORDINANCE CONCERNING A LIMITATION THAT ASSESSMENTS MAY BE PAYABLE IN ANNUAL INSTALLMENTS OVER A PERIOD NOT TO EXCEED THIRTY (30) YEARS (HEREINAFTER THE "SPECIAL ASSESSMENT COLLECTION TERM"); PROVIDING AN EXCEPTION TO THE SPECIAL ASSESSMENT COLLECTION TERM FOR THE SOUTHWEST ANNEXATION PROJECT NO. 1, AS REVISED PURSUANT TO RESOLUTION 10-R63 OF THE CITY OF PORT ST. LUCIE, FLORIDA, WHICH SUPPLANTED AND AMENDED RESOLUTION 07-R46 RELATING TO THE SOUTHWEST ANNEXATION SPECIAL ASSESSMENT DISTRICT NO. 1, SO THAT THE SOUTHWEST ANNEXATION PROJECT NO. 1 SPECIAL ASSESSMENTS MAY BE PAYABLE FOR AN EXTENDED TERM OF FIVE (5) YEARS WHEREBY SAID ASSESSMENTS ARE PAYABLE OVER A PERIOD NOT TO EXCEED THIRTY-FIVE (35) YEARS; AND PROVIDING AN EFFECTIVE DATE.

SUBMITTAL DATE: 6/24/2016

STRATEGIC PLAN LINK: Goal 3 – Balanced and Responsible Sustainable Growth

BACKGROUND: Local governments, like the City of Port St. Lucie, possess the authority to impose special assessments and user fees under their home rule powers. However, it needs to be noted that special assessments and user fees are different from a tax because the imposition of a special assessment is based on the theory that the property or properties burdened by the assessment must derive a special or peculiar benefit from the service(s) provided by the assessment. Further, the special assessment must be properly apportioned

and the manner of apportioning an assessment is primarily a function of the legislative or assessing authority.

On July 25, 1994, the City duly passed Ordinance 94-34 (the "Home Rule Assessment Ordinance), which not only authorizes the City to acquire, construct, improve and equip capital projects designated by the City Council from time to time, but also provides the City with the authorization to finance the costs of such capital projects by levying and collecting assessments on any property specially benefitted thereby. As set forth in Section 5 of said Ordinance 94-34, "[A]ssessments may be levied only on benefitted real property and only at a rate of assessment based on the special benefit accruing to such property from the specific Project, the cost of which is being financed with such assessment." Further, the Home Rule Assessment Ordinance provides in Section 5(C) that assessments for capital projects, payable in installments, may be made over a period not to exceed the lesser of (a) the estimated useful life of the capital project or (b) thirty (30) years from the date of approval of the final assessment roll (hereinafter referred to as the "Special Assessment Collection Term").

On August 23, 2010, the City passed Resolution 10-R63 which supplanted and amended Resolution 07-R46 relating to the Southwest Annexation Special Assessment District No. 1, which provided for the acquisition and construction of stormwater, roadway, water and wastewater improvements within areas of the City therein designated as the Southwest Annexation District No. 1 and to assess the cost thereof against the benefiting parcels of land within the Southwest Annexation Special Assessment District No. 1 by imposing special assessments against such parcels (the "Southwest Annexation Project No. 1 Special Assessments"). The City's adoption of Resolution 10-R63 and its subsequent confirmation of said Resolution and assessment roll at a public hearing held on September 13, 2010, authorized the City to finance the improvements to the Southwest Annexation Special Assessment District No. 1 through special assessments payable in not more than thirty (30) annual installments, plus interest and costs of collection, with the first installment to be due no later than March 31, 2010, and the final installment to be due no later than March 31, 2040.

To pay for the acquisition and/or construction of the improvements associated with Southwest Annexation Project No. 1, the City issued the Southwest Annexation Special Assessment District No. 1 Bonds, Series 2007B. The Southwest Annexation Project No. 1 Special Assessments were pledged as payment for principal and interest to said Bonds as the proceeds financed the improvements in the Southwest Annexation Special Assessment District No. 1.

ANALYSIS: As a result of various economic factors, in particular the "Great Recession" which was a period of time in the late 2000s where there was sharp decline in economic activity nationally and internationally, the development of the real properties within the Southwest Annexation Special Assessment District No. 1 was delayed. The City expected Southern Grove to be an economic driver for the City with a master plan providing residential, commercial and industrial development. Unfortunately, development has not occurred as originally expected and the special assessments seem to have an impact on the sale and development of the Southern Grove properties within the Southwest Annexation Special Assessments District No.1.

City Staff has evaluated a number of alternatives which could potentially reduce the annual levy of the Southwest Annexation Project No. 1 Special Assessments. One viable alternative that Staff identified included the extension of the time period for the payment of said special

assessments. The remaining estimated life of the capital improvements is fifty (50) years and therefore it would be feasible to extend the period of time from thirty (30) years to thirty-five (35) years that assessments for the Southwest Annexation Special Assessment District No. 1 may be payable. Accordingly, the City Attorney's Office was directed to draft an ordinance that would serve to allow for such an extension of time for which said special assessment may be payable.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: The Ordinance would be considered supplemental to the Home Rule Assessment Ordinance and would only serve to permit an exception to the time, method and manner prescribed by City Council, in its discretion, for which the Southwest Annexation Project No. 1 Special Assessment shall be payable. This Ordinance was prepared by Azlina Goldstein Siegel, Interim City Attorney and therefore is approved as to form.

STAFF RECOMMENDATION: The Finance Department and the City Manager's Office recommend approval.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: A brief presentation will be made by Ed Fry, Finance Director/City Treasurer.

REQUESTED MEETING DATE: 6/27/2016

LOCATION OF PROJECT: Southwest Annexation Special Assessment District No. 1.

ATTACHMENTS: Authorizing Ordinance.

RECEIVED

JUN 2 4 2016

CITY MANAGER'S OFFICE

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 10A
Meeting Date: 7/11/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager

FROM: Edwin M. Fry, Jr., Finance Director/City Treasurer

Agenda Item: Ordinance: First Reading of Ordinance 16-42 - Utility System Refunding Revenue Bonds, Series 2016

Submittal Date: 7/1/2016

STRATEGIC PLAN LINK: Goal 1 – Financially Sound City, High Performance City Organization: Maintain a fiscally responsible level of debt.

BACKGROUND:
The City has issued a number of Utility System Bonds since assuming control of the Utility System in 1994. As of the date of this memorandum, there are eight (8) Utility System Bond issues outstanding. Finance Department staff and the City's financing team have identified four (4) Utility System Bonds that can be refinanced, resulting in significant debt service savings. Those bonds are the 2004A, 2006, 2006A and 2009 Utility Bonds.

Proceeds from the sale of the 2004A Utility System Refunding Revenue Bonds were used to refund a portion of the 1997A Utility Bonds, a portion of the 2001 Utility Bonds and a portion of the 2003 Utility Bonds. Proceeds from the sale of the 2006 Utility System Revenue Bonds were used to expand the Glades and Westport Waste Water Treatment Plants, install wastewater force mains, construct a ground storage tank and construct a deep injection well. Proceeds from the sale of the 2006A Utility System Refunding Revenue Bonds were used to refund a portion of the 2003 Utility Bonds. Proceeds from the sale of the 2009 Utility System Refunding Revenue Bonds were used to refund all of the 2005 Utility Bonds, refund a portion of the 1997A Utility Bonds, provide for the payment of a Termination Payment with respect to the 2008 Swap Agreement and fund a deposit to the Reserve Account.

The 2004A, 2006 and 2006A Bonds can be called on September 1, 2016, and the 2009 Bonds can be called on September 1, 2018.

ANALYSIS:

The City's Debt Policy requires a debt service savings of at least 5% of the refunded bonds and present value savings of at least $400,000. Based on market rates as of June 8, 2016, the City's financial advisor estimates the City could achieve a 16.5% debt service savings and realize a net present value savings of $38.2 million by refunding all of the outstanding 2004A, 2006 and 2006A Bonds and a portion of the 2009 Bonds. For the new Utility System Revenue Refunding Bonds, Series 2016, Finance Department staff and the financing team are restructuring the debt service to create an overall level debt service for all Utility Bonds. The current structure has debt service of $30.9 million in FY 2016-2017 increasing to $33.9 million in FY 2026-2027, declining to $22.4 million in FY 2034-2035 and then jumping to $28.8 million in FY 2035-2036. Based on interest rates as of May 17, 2016, the new structure would result in debt service of $26.7 million through FY 2020-2021 and then increasing to $29.1 million for FY 2021-2022 through FY 2035-2036, the final maturity date of all Utility System Bonds.

Refunding all of the outstanding 2004A, 2006 and 2006A Bonds and a portion of the 2009 Bonds with proceeds from the sale of the Utility System Revenue Refunding Bonds, Series 2016, will provide a future cash flow savings of $45 million.

Fiscal Years	Current Debt	Estimated New Debt	Cash Flow Savings	Net Present Value Savings
FY 2017-2035	$393,313,488	$349,083,761	$44,229,727	$38,266,321

Actual savings will vary from the amounts above based on market rates at the time of the sale of the Utility System Revenue Refunding Bonds, Series 2016.

FINANCIAL INFORMATION:

Based on market rates as of June 8, 2016, proceeds from the sale of the Utility System Revenue Refunding Bonds, Series 2016, would be $239,318,563. Sources and uses of funds for the refunding transaction are estimated as follows:

Sources:	
Bond Proceeds	$239,318,563
City Debt Service Funds	$ 6,132,053
Uses:	
Deposit to Escrow Account	$244,321,088
Underwriter's Discount	$ 531,610
Bond Counsel	$ 167,684
Disclosure Counsel	$ 116,742
Financial Advisor	$ 128,917
Rating Agencies	$ 161,500
Miscellaneous	$ 23,075

LEGAL INFORMATION: The Ordinance was reviewed by Kristen Erickson, Esq. for Azlina Goldstein Siegel, Interim City Attorney and is approved as to form.

STAFF RECOMMENDATION:
Staff recommends enactment of Ordinance 16-42, Utility System Revenue Refunding Bonds, Series 2016

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION:
Finance Department staff will provide a brief overview of the proposed refunding.

REQUESTED MEETING DATE: 7/11/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: Ordinance 16-42

RECEIVED

JUL 0 5 2016

CITY MANAGER'S OFFICE

ORDINANCE 16- 42

AN ORDINANCE SUPPLEMENTING ORDINANCE 94-29 ENACTED ON JUNE 27, 1994, WHICH ORDINANCE 94-29 AUTHORIZED, AMONG OTHER THINGS, THE ISSUANCE FROM TIME TO TIME OF UTILITY SYSTEM REVENUE BONDS; AUTHORIZING THE ISSUANCE OF NOT TO EXCEED $250,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF CITY OF PORT ST. LUCIE, FLORIDA UTILITY SYSTEM REFUNDING REVENUE BONDS, SERIES 2016, THE PROCEEDS OF WHICH WILL BE USED TO REFUND ALL OF THE CITY'S OUTSTANDING UTILITY SYSTEM REFUNDING REVENUE BONDS, SERIES 2004A, UTILITY SYSTEM REVENUE BONDS, SERIES 2006, AND UTILITY SYSTEM REFUNDING REVENUE BONDS, SERIES 2006A AND A PORTION OF THE CITY'S OUTSTANDING UTILITY SYSTEM REFUNDING REVENUE BONDS, SERIES 2009 IN ORDER TO ACHIEVE DEBT SERVICE SAVINGS FOR THE CITY AND TO RESTRUCTURE THE CITY'S UTILITY SYSTEM DEBT; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION WITH THE ISSUANCE OF SUCH BONDS; AUTHORIZING A NEGOTIATED SALE OF SAID BONDS TO THE UNDERWRITERS DESCRIBED HEREIN; DELEGATING CERTAIN AUTHORITY TO THE CITY MANAGER FOR THE AUTHORIZATION, EXECUTION AND DELIVERY OF, AND APPROVING THE FORM OF, A BOND PURCHASE AGREEMENT WITH RESPECT THERETO AND THE APPROVAL OF THE TERMS AND DETAILS OF SUCH BONDS; ESTABLISHING A BOOK-ENTRY REGISTRATION SYSTEM FOR SUCH BONDS; PLEDGING CAPITAL FACILITIES CHARGES TO THE REPAYMENT OF SAID BONDS; APPOINTING THE BOND REGISTRAR FOR SAID BONDS; APPROVING THE FORM OF AND AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND THE EXECUTION AND DELIVERY OF AN OFFICIAL STATEMENT WITH RESPECT THERETO; AUTHORIZING THE EXECUTION AND DELIVERY OF AN ESCROW DEPOSIT AGREEMENT AND THE APPOINTMENT OF AN ESCROW AGENT THERETO; AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTINUING DISCLOSURE AGREEMENT; DELEGATING CERTAIN AUTHORITY TO THE CITY MANAGER WITH RESPECT TO THE PROCUREMENT OF MUNICIPAL BOND INSURANCE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 27, 1994, the City Council (the "Council") of the City of Port St. Lucie, Florida (the "Issuer") enacted Ordinance 94-29, as amended and supplemented (collectively, the "Ordinance"), authorizing the issuance, from time to time, of Utility System Revenue Bonds (as described in the Ordinance) payable from the Pledged Revenues (as defined in the Ordinance), including, but not limited to, the Net Revenues (as

defined in the Ordinance) derived from the operation of the System (as defined in the Ordinance).

WHEREAS, there is currently outstanding under the Ordinance the Issuer's Utility System Refunding Revenue Bonds, Series 2004A (the "Series 2004A Bonds"), Utility System Revenue Bonds, Series 2006 (the "Series 2006 Bonds"), Utility System Refunding Revenue Bonds, Series 2006A (the "Series 2006A Bonds"), Utility System Refunding and Improvement Revenue Bonds, Series 2007 (the "Series 2007 Bonds"), Utility System Refunding Revenue Bonds, Series 2009 (the "Series 2009 Bonds"), Utility System Refunding Revenue Bonds, Series 2012 (the "Series 2012 Bonds") and Utility System Refunding Revenue Bonds, Series 2014 (the "Series 2014 Bonds").

WHEREAS, the Issuer hereby deems it to be in its best interests to refund all of the outstanding Series 2004A Bonds, Series 2006 Bonds, and Series 2006A Bonds and a portion of the Series 2009 Bonds (collectively, the "Refunded Bonds") in order to achieve debt service savings; the specific maturities (or portions thereof) of the Series 2009 Bonds to be refunded will be determined by the City Manager upon the advice of FirstSouthwest, a division of Hilltop Securities, Inc. (the "Financial Advisor"), in accordance with the provisions hereof and of the Ordinance.

WHEREAS, the Ordinance provides for the issuance of Additional Parity Bonds (as defined in the Ordinance), for the purpose of refunding the Refunded Bonds, upon meeting certain requirements set forth in the Ordinance.

WHEREAS, the Issuer deems it to be in its best interests to issue its City of Port St. Lucie, Florida Utility System Refunding Revenue Bonds, Series 2016 (the "Series 2016 Bonds"), for the principal purpose of refunding the Refunded Bonds, in order to achieve debt service savings for the Issuer and to restructure the debt of the System (as defined in the Ordinance).

WHEREAS, a portion of the proceeds derived from the sale of the Series 2016 Bonds, together with other legally available moneys of the Issuer, shall be deposited into a special escrow deposit trust fund to purchase Defeasance Obligations (as defined in the Ordinance) which shall be sufficient, together with the investment earnings therefrom and a cash deposit, if any, to pay the Refunded Bonds as the same become due and payable or are redeemed prior to maturity, all as provided herein and in the Escrow Deposit Agreement described in Section 13(B) hereof.

WHEREAS, due to the potential volatility of the market for tax-exempt obligations and the complexity of the transactions relating to the Series 2016 Bonds, it is in the best interests of the Issuer to sell the Series 2016 Bonds by a negotiated sale, allowing the Issuer to enter the market at the most advantageous time, rather than at a specified advertised date, thereby permitting the Issuer to obtain the best possible prices and interest rates for the Series 2016 Bonds.

WHEREAS, the Issuer anticipates receiving a favorable offer to purchase the Series 2016 Bonds from Citigroup Global Markets Inc., Merrill Lynch, Pierce, Fenner & Smith Incorporated, RBC Capital Markets, LLC and Wells Fargo Bank, National Association (the "Underwriters"), all within the parameters set forth herein.

WHEREAS, inasmuch as the Issuer desires to sell the Series 2016 Bonds at the most advantageous time and not wait for a scheduled meeting of the City Council of the Issuer, so long as the herein described parameters are met, the Issuer hereby determines to delegate the award of the sale of the Series 2016 Bonds and certain other responsibilities to the City Manager of the Issuer or, in his absence or unavailability, the Issuer's Finance Director/City Treasurer (the "Finance Director").

WHEREAS, all of the covenants, pledges and conditions in the Ordinance shall be applicable to the Series 2016 Bonds herein authorized and said Series 2016 Bonds shall be on a parity with and rank equally as to the lien on and source and security for payment from the Pledged Revenues (as defined in the Ordinance) and in all other respects with the Series 2007 Bonds, the Series 2012 Bonds, the Series 2014 Bonds and that portion of the Series 2009 Bonds that are not refunded in connection with the issuance of the Series 2016 Bonds and any subsequently issued Additional Parity Bonds in the manner and to the extent provided herein and in the Ordinance and shall constitute "Bonds" within the meaning of the Ordinance.

WHEREAS, the Issuer is current in all deposits into the various funds and accounts established by the Ordinance and all payments required by the Ordinance to have been deposited or made by the Issuer under the provisions of the Ordinance have been made and the Issuer is currently in compliance with all of the covenants, agreements and terms of the Ordinance and is not in default thereunder.

WHEREAS, the Series 2016 Bonds shall not be or constitute general obligations or indebtedness of the Issuer as "bonds" within the meaning of any constitutional or statutory provision, but shall be special limited obligations of the Issuer, payable solely from and secured by a lien upon and pledge of the Pledged Revenues, in the manner and to the extent provided herein and in the Ordinance. No holder of any Series 2016 Bond shall ever have the right to compel the exercise of any ad valorem taxing power to pay such Series 2016 Bond, or be entitled to payment of such Series 2016 Bond from any moneys of the Issuer except from the Pledged Revenues in the manner and to the extent provided herein and in the Ordinance.

WHEREAS, it is now appropriate to establish parameters for the issuance of the Series 2016 Bonds and a mechanism to determine the terms and details of the Series 2016 Bonds pursuant to this supplemental ordinance and in accordance with the provisions of the Ordinance.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA:

SECTION 1. DEFINITIONS. When used in this ordinance, the terms defined in the Ordinance shall have the meanings therein stated, except as such definitions may be hereinafter amended and defined.

SECTION 2. AUTHORIZATION OF THE REFUNDING OF THE REFUNDED BONDS. The Issuer does hereby authorize the refunding of the Refunded Bonds in accordance with the terms of the Ordinance and this ordinance, in order to achieve debt service savings for the Issuer and to restructure the System debt.

SECTION 3. AUTHORITY FOR THIS ORDINANCE. This ordinance is adopted pursuant to the provisions of the Act.

SECTION 4. DESCRIPTION OF THE SERIES 2016 BONDS. The Issuer hereby determines to issue a series of Bonds in the initial aggregate principal amount of not exceeding $250,000,000, to be known as the "City of Port St. Lucie, Florida Utility System Refunding Revenue Bonds, Series 2016," for the purposes of refunding the Refunded Bonds and paying costs of issuance with respect to the Series 2016 Bonds. The aggregate principal amount of Series 2016 Bonds to be issued pursuant to this ordinance and the Ordinance shall be determined by the City Manager upon the advice of the Financial Advisor provided such aggregate principal amount does not exceed $250,000,000. The Series 2016 Bonds shall be dated as of their date of delivery (or such other date as shall be determined by the City Manager), shall be issued in the form of fully registered Bonds in the denomination of $5,000 principal amount or any integral multiple thereof, shall be numbered consecutively from one upward in order of maturity preceded by the letter "R," and shall bear interest from their date of delivery (or such other date as shall be determined by the City Manager) payable semi-annually on each March 1 and September 1 (each an "Interest Date"), commencing on March 1, 2017.

The Series 2016 Bonds shall bear interest at such rates and shall have such prices and yields, shall mature on September 1 of each of the years and in the principal amounts corresponding to such years, and shall have such redemption provisions as determined by the City Manager, subject to the conditions set forth in Section 5 hereof. All of the terms of the Series 2016 Bonds will be included in the Bond Purchase Contract which shall be in substantially the form attached hereto and made a part hereof as Exhibit A (the "Purchase Contract"). The City Manager is hereby authorized to execute, and the City Clerk is hereby authorized to attest and affix the official seal of the Issuer to, the Purchase Contract in substantially the form attached hereto as Exhibit A with such modifications as the City Manager deems appropriate upon satisfaction of the conditions described in Section 5 hereof, the City Manager's execution thereof being evidence of his approval of the Purchase Contract.

Interest on the Series 2016 Bonds will be payable by check or draft of Zions Bank, a division of ZB, National Association, Denver, Colorado, as the initial Bond Registrar, made payable to and mailed to the holders, as shown on the registration books of the Issuer on the fifteenth day of the calendar month next preceding each Interest Date. At the request of any holder, such interest payments may be made by the Bond Registrar by wire transfer to such holder. Principal of the Series 2016 Bonds are payable to the holders upon presentation, when due, at the designated corporate trust office of Zions Bank, a division of ZB, National Association, Denver, Colorado, as the initial Bond Registrar.

SECTION 5. CONDITIONS TO EXECUTION OF PURCHASE CONTRACT. The Purchase Contract shall not be executed by the City Manager until such time as all of the following conditions have been satisfied:

(A) Receipt by the City Manager of a written offer to purchase the Series 2016 Bonds by the Underwriters substantially in the form of the Purchase Contract attached hereto as Exhibit A, said offer to provide for, among other things, (i) not exceeding $250,000,000 aggregate principal amount of the Series 2016 Bonds, (ii) an underwriting discount (including management fee and expenses) not in excess of 0.30% of the principal amount of the Series 2016 Bonds, (iii) a true interest cost of not more than 3.95%, as determined by the Financial Advisor, (iv) net present value savings with respect to the refunding of the Refunded Bonds of no less than 5.00% of the aggregate principal amount of the Refunded Bonds, and (v) the maturities of the Series 2016 Bonds, with the final maturity being not later than September 1, 2036.

(B) Receipt by the City Manager of a disclosure statement and a truth-in-bonding statement of the Underwriters dated the date of the Purchase Contract and complying with Section 218.385, Florida Statutes.

(C) Receipt by the City Manager of a good faith deposit from the Underwriters in an amount not less than one percent (1.00%) of the preliminary principal amount of the Series 2016 Bonds set forth on the cover of the herein described Preliminary Official Statement and as provided in the Purchase Contract.

(D) With respect to optional redemption terms for the Series 2016 Bonds, if any, the first call date may be no later than September 1, 2026 and there may be no call premium.

(E) The City Manager shall have determined, upon the advice of the Financial Advisor, whether any of the Series 2016 Bonds will be insured by the Bond Insurance Policy described in Section 14 hereof.

(F) The City Manager shall have determined, upon the advice of the Financial Advisor, which specific maturities of the Series 2009 Bonds (or portions thereof) shall be refunded in connection with the issuance of the Series 2016 Bonds and only the maturities

(and portions, if any) thereof so determined by the City Manager shall be a component of the "Refunded Bonds" hereunder.

Upon satisfaction of all the requirements set forth in this Section 5, the City Manager is authorized to execute and deliver the Purchase Contract containing terms complying with the provisions of this Section 5 and the Series 2016 Bonds shall be sold to the Underwriters pursuant to the provisions of such Purchase Contract. The City Manager may rely upon the advice of the Financial Advisor regarding satisfaction of the conditions set forth in this Section 5. To the extent the City Manager is unavailable to execute the Purchase Contract the Finance Director is hereby authorized to execute the Purchase Contract so long as all of the foregoing conditions have been met. The execution and delivery of the Purchase Contract to the Underwriters shall be deemed to be conclusive evidence of the satisfaction of the conditions of this Section 5 and any changes, amendments, modifications, omissions or additions to the Purchase Contract.

SECTION 6. REDEMPTION PROVISIONS. The Series 2016 Bonds may be redeemed prior to their respective maturities from any moneys legally available therefor, upon notice as provided in the Ordinance, upon the terms and provisions as determined by the City Manager, in his discretion and upon the advice of the Financial Advisor; provided, however, with respect to optional redemption terms for the Series 2016 Bonds, if any, the conditions set forth in Section 5(D) must be satisfied. The City Manager may determine, upon the advice of the Financial Advisor, that none of the Series 2016 Bonds shall be subject to optional redemption. Term Bonds may be established with such Amortization Installments as the City Manager deems appropriate upon the advice of the Financial Advisor. The redemption provisions for the Series 2016 Bonds, if any, shall be set forth in the Purchase Contract.

SECTION 7. BOOK-ENTRY. Notwithstanding the provisions set forth in Sections 2.05 of the Ordinance, the Series 2016 Bonds shall be initially issued in the form of a separate single certificated fully registered Series 2016 Bond for each of the maturities of the Series 2016 Bonds. Upon initial issuance, the ownership of each such Series 2016 Bond shall be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"). As long as the Series 2016 Bonds shall be registered in the name of Cede & Co., all payments of principal on the Series 2016 Bonds shall be made by the Bond Registrar by check or draft or by bank wire transfer to Cede & Co., as holder of the Series 2016 Bonds.

With respect to Series 2016 Bonds registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as nominee of DTC, the Issuer and the Bond Registrar shall have no responsibility or obligation to any participant in the DTC book-entry program (a "Participant") or to any indirect participant. Without limiting the immediately preceding sentence, the Issuer and the Bond Registrar shall have no responsibility or obligation with respect to (A) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest on the Series 2016 Bonds,

(B) the delivery to any Participant or any other Person other than a Series 2016 Bondholder, as shown in the registration books kept by the Bond Registrar, of any notice with respect to the Series 2016 Bonds, or (C) the payment to any Participant or any other Person, other than a Series 2016 Bondholder, as shown in the registration books kept by the Bond Registrar, of any amount with respect to principal or interest on the Series 2016 Bonds. The Issuer and the Bond Registrar may treat and consider the Person in whose name each Series 2016 Bond is registered in the registration books kept by the Bond Registrar as the holder and absolute owner of such Series 2016 Bond for the purpose of payment of principal or interest with respect to such Series 2016 Bond and other matters with respect to such Series 2016 Bond, for the purpose of registering transfers with respect to such Series 2016 Bond, and for all other purposes whatsoever. The Bond Registrar shall pay all principal or interest on the Series 2016 Bonds only to or upon the order of the respective holders, as shown in the registration books kept by the Bond Registrar, or their respective attorneys duly authorized in writing, as provided herein and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal or interest on the Series 2016 Bonds to the extent of the sum or sums so paid. No Person other than a holder, as shown in the registration books kept by the Bond Registrar, shall receive a certificated Series 2016 Bond evidencing the obligation of the Issuer to make payments of principal pursuant to the provisions hereof. Upon delivery by DTC to the Issuer of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co. the words "Cede & Co." in the Ordinance shall refer to such new nominee of DTC; and upon receipt of such notice, the Issuer shall promptly deliver a copy of the same to the Bond Registrar.

Upon (A) receipt by the Issuer of written notice from DTC (i) to the effect that a continuation of the requirement that all of the Outstanding Series 2016 Bonds be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as nominee of DTC, is not in the best interest of the beneficial owners of the Series 2016 Bonds or (ii) to the effect that DTC is unable or unwilling to discharge its responsibilities and no substitute depository willing to undertake the functions of DTC hereunder can be found which is willing and able to undertake such functions upon reasonable and customary terms, or (B) determination by the Issuer that such book-entry only system is burdensome or undesirable to the Issuer and compliance by the Issuer with all applicable policies and procedures of DTC regarding discontinuing of the book entry registration system, the Series 2016 Bonds shall no longer be restricted to being registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as nominee of DTC, but may be registered in whatever name or names holders shall designate, in accordance with the provisions hereof. In such event, the Issuer shall issue and the Bond Registrar shall authenticate, transfer and exchange Series 2016 Bonds consistent with the terms hereof, in denominations of $5,000 or any integral multiple thereof to the holders thereof. The foregoing notwithstanding, until such time as participation in the book-entry only system is discontinued, the provisions set forth in the Blanket Letter of Representations previously

executed by the Issuer and delivered to DTC shall apply to the payment of principal and interest on the Series 2016 Bonds.

SECTION 8. APPLICATION OF SERIES 2016 BOND PROCEEDS; TRANSFER OF CERTAIN FUNDS; RESERVE ACCOUNT. (A) The proceeds derived from the sale of the Series 2016 Bonds shall be applied by the Issuer simultaneously with the delivery thereof as follows:

(i) A sufficient amount of Series 2016 Bond proceeds, together with any other legally available moneys of the Issuer, shall be deposited irrevocably in trust in an escrow deposit trust fund established under the terms and provisions of the hereinafter described Escrow Deposit Agreement and, other than a cash deposit, shall be invested in Defeasance Obligations in the manner set forth in the Escrow Deposit Agreement, which investments shall mature at such times and in such amounts as shall be sufficient, together with such cash deposit, to pay the principal of, premium, if applicable, and interest on the Refunded Bonds as the same mature or are redeemed on their respective redemption dates.

(ii) If the City Manager determines that any of the Series 2016 Bonds will be insured by the Bond Insurance Policy described in Section 14 hereof, a sufficient amount of the Series 2016 Bond proceeds will be applied to the payment of the premium for such Bond Insurance Policy.

(iii) The remaining proceeds of the Series 2016 Bonds shall be applied to pay costs of issuance of the Series 2016 Bonds and, to the extent any proceeds are remaining after paying all costs and expenses, such excess shall be deposited to the Sinking Fund and used to pay interest on the Series 2016 Bonds on the next Interest Date.

(B) The Refunded Bonds will be refunded from proceeds of the Series 2016 Bonds and other legally available moneys of the Issuer. Any excess moneys on deposit in the funds or accounts established pursuant to the Ordinance that are allocated to the Refunded Bonds not required by the terms of the Ordinance to be on deposit therein upon the issuance of the Series 2016 Bonds shall be transferred to the escrow deposit trust fund established pursuant to the Escrow Deposit Agreement.

(C) The Series 2016 Bonds shall be secured by the Reserve Account in the same manner and to the same extent as all other Outstanding Bonds secured thereby and, without limiting the foregoing, shall be entitled to the security of the Reserve Account Credit Facility issued by Build America Mutual Assurance Company in connection with the issuance of the Series 2014 Bonds.

SECTION 9. PLEDGE OF CAPITAL FACILITIES CHARGES. In accordance with the provisions of the Ordinance, with respect to the Series 2016 Bonds,

"Pledged Revenues" shall include Capital Facilities Charges and the investment earnings thereon to the extent of the Capital Facilities Charges Debt Service Component. Accordingly, the Issuer hereby grants a pledge of and lien on such Capital Facilities Charges and investment earnings thereon to the payment of the principal of, premium, if any, interest on the Series 2016 Bonds to the extent of the Capital Facilities Charges Debt Service Component, all in accordance with the provisions of the Ordinance.

SECTION 10. PRELIMINARY OFFICIAL STATEMENT. The Issuer hereby authorizes the use and distribution of the Preliminary Official Statement, in substantially the form attached hereto as Exhibit B, by the Underwriters for the purpose of offering the Series 2016 Bonds for sale with such changes, modifications and insertions as the City Manager may determine are necessary and appropriate for the Preliminary Official Statement to be deemed "final" in accordance with this Section 10. The City Manager and the Finance Director of the Issuer are each hereby authorized to execute a certificate deeming the Preliminary Official Statement "final" in accordance with paragraph (b)(1) of Rule 15c2-12 of the Securities and Exchange Commission (the "Rule) and the applicable rules developed by the Municipal Securities Rulemaking Board. Execution by the City Manager or the Finance Director of a certificate deeming the Preliminary Official Statement "final" as described above shall be conclusive evidence of the approval of any insertions, changes, deletions or modifications.

SECTION 11. OFFICIAL STATEMENT. Subject to the satisfaction in all respects of the conditions set forth in Section 5 hereof, the City Manager and the Finance Director are hereby authorized and directed to execute and deliver a final Official Statement, dated the date of the Purchase Contract, which shall be in substantially the form of the Preliminary Official Statement, in the name and on behalf of the Issuer, and thereupon to cause such Official Statement to be delivered to the Underwriters with the pricing terms of the Series 2016 Bonds included therein and with such other changes, amendments, modifications, omissions and additions as may be approved by the City Manager and the Finance Director. Said Official Statement, including any such changes, amendments, modifications, omissions and additions as approved by the City Manager and the Finance Director, and the information contained therein are hereby authorized to be used in connection with the sale of the Series 2016 Bonds to the public. Execution by the City Manager and the Finance Director of the Official Statement shall be deemed to be conclusive evidence of approval of such changes.

SECTION 12. SECONDARY MARKET DISCLOSURE. Subject to the satisfaction in all respects of the conditions set forth in Section 5 hereof, the Issuer hereby covenants and agrees that, in order to provide for compliance by the Issuer with the secondary market disclosure requirements of the Rule, it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement (the "Disclosure Agreement") to be executed by the Issuer and dated the date of delivery of the Series 2016 Bonds, as it may be amended from time to time in accordance with the terms thereof. The Disclosure

Agreement shall be substantially in the form attached hereto as Exhibit C with such changes, amendments, modifications, omissions and additions as shall be approved by the City Manager who is hereby authorized to execute and deliver such Disclosure Agreement, his execution thereof being conclusive evidence of his approval. The City Clerk is authorized and directed to attest and affix the seal to the Disclosure Agreement. Notwithstanding any other provision of the Ordinance or this Ordinance, failure of the Issuer to comply with such Disclosure Agreement shall not be considered an event of default hereunder or under the Ordinance; provided, however, any Series 2016 Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Section 12 and the Disclosure Agreement. For purposes of this Section 12 "Series 2016 Bondholder" shall mean any person who (A) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Series 2016 Bonds (including persons holding Series 2016 Bonds through nominees, depositories or other intermediaries), or (B) is treated as the owner of any Series 2016 Bonds for federal income tax purposes.

SECTION 13. APPOINTMENT OF BOND REGISTRAR; EXECUTION OF ESCROW DEPOSIT AGREEMENT. (A) Subject to the satisfaction in all respects of the conditions set forth in Section 5 hereof, Zions Bank, a division of ZB, National Association, Denver, Colorado, is hereby designated as the initial Bond Registrar for the Series 2016 Bonds. The City Manager and the City Clerk are hereby authorized to enter into any agreement which is prepared by Bond Counsel which may be necessary to effect the transactions contemplated by this Section 13(A) and by the Ordinance (the "Bond Registrar Agreement").

(B) Subject in all respects to the satisfaction of the conditions set forth in Section 5 hereof, the Issuer hereby authorizes the City Manager to execute and the City Clerk to attest an Escrow Deposit Agreement and to deliver an Escrow Deposit Agreement to U.S. Bank National Association, Orlando, Florida, which is hereby appointed as Escrow Agent thereunder. All of the provisions of the Escrow Deposit Agreement when executed and delivered by the Issuer as authorized herein and when duly authorized, executed and delivered by the Escrow Agent, shall be deemed to be a part of this Ordinance as fully and to the same extent as if incorporated verbatim herein, and the Escrow Deposit Agreement shall be in substantially the form attached hereto as Exhibit D, with such changes, amendments, modifications, omissions and additions, including the date of such Escrow Deposit Agreement, as may be approved by the City Manager. Execution by the City Manager of the Escrow Deposit Agreement shall be deemed to be conclusive evidence of the approval of such changes. The Escrow Agent, the Financial Advisor and Bond Counsel are authorized to take such action as is necessary to procure the Defeasance Obligations.

SECTION 14. MUNICIPAL BOND INSURANCE. If the City Manager determines, upon the advice of the Financial Advisor, that all or any portion of the Series

2016 Bonds (the "Insured Series 2016 Bonds") will be insured by a municipal bond insurance policy, then the City Manager, upon the advice of the Financial Advisor and Bond Counsel to the Issuer, shall select either Assured Guaranty Municipal Corp. ("AGM") or Build America Mutual Assurance Company ("BAM") as the municipal bond insurer with respect to the Insured Series 2016 Bonds (the "Insurer") and a sufficient portion of the proceeds of the Series 2016 Bonds shall be applied to the payment of the premium for the Insurer's standard form of municipal bond insurance policy (the "Bond Insurance Policy") in accordance with the provisions of Section 8(A)(ii) hereof. The City Manager is authorized and directed to execute, and the City Clerk is authorized to attest, any insurance agreement (the "Bond Insurance Agreement") that is necessary to incorporate the standard municipal bond insurance provisions required by the Insurer, such Bond Insurance Agreement to be subject to the approval of the Issuer's Bond Counsel and the Issuer's Counsel, such approval being evidenced by the City Manager's execution thereof. Subject in all respects to the satisfaction of the conditions set forth in Section 5 hereof, so long as the Bond Insurance Policy issued by the Insurer is in full force and effect and the Insurer has not defaulted in its payment obligations under the Bond Insurance Policy, the Issuer agrees to comply with the provisions of any Bond Insurance Agreement executed in accordance with this Section 14.

SECTION 15. GENERAL AUTHORITY. The City Manager, the Mayor, the members of the City Council of the Issuer, the City Clerk, the Finance Director and the officers, attorneys and other agents or employees of the Issuer are hereby authorized to do all acts and things required of them by this ordinance, the Ordinance, the Official Statement, the Disclosure Agreement, the Escrow Deposit Agreement, the Bond Insurance Agreement, if any, the Bond Registrar Agreement, or the Purchase Contract or desirable or consistent with the requirements hereof or this ordinance, the Ordinance, the Official Statement, the Disclosure Agreement, the Escrow Deposit Agreement, the Bond Insurance Agreement, if any, the Bond Registrar Agreement, or the Purchase Contract for the full punctual and complete performance of all the terms, covenants and agreements contained herein or in the Series 2016 Bonds, this ordinance, the Ordinance, the Official Statement, the Disclosure Agreement, the Escrow Deposit Agreement, the Bond Insurance Agreement, if any, the Bond Registrar Agreement, and the Purchase Contract and each member, employee, attorney and officer of the Issuer, the City Manager, the Mayor, the City Clerk, and the Finance Director is hereby authorized and directed to execute and deliver any and all papers and instruments and to be and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated hereunder. To the extent the City Manager is unable or unavailable to perform any obligation or duty hereunder, the Issuer's Finance Director is authorized to act on his behalf. To the extent that the City Clerk is unable or unavailable to perform any obligation or duty hereunder, any Deputy or Assistant City Clerk is authorized to act on her behalf.

SECTION 16. SEVERABILITY AND INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions herein contained shall be held

contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof or of the Series 2016 Bonds.

SECTION 17. ORDINANCE TO CONTINUE IN FORCE. Except as herein expressly provided, the Ordinance and all the terms and provisions thereof are and shall remain in full force and effect.

SECTION 18. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its adoption by the City Council of the City of Port St. Lucie, Florida.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida this 25th day of July, 2016.

CITY COUNCIL
CITY OF PORT ST. LUCIE

By: _____
Gregory J. Oravec, Mayor

ATTEST:

_____
Karen A. Phillips, City Clerk

APPROVED AS TO FORM: _____
Interim City Attorney

EXHIBIT A

FORM OF PURCHASE CONTRACT

EXHIBIT B

FORM OF PRELIMINARY OFFICIAL STATEMENT

EXHIBIT C

FORM OF CONTINUING DISCLOSURE AGREEMENT

EXHIBIT D

FORM OF ESCROW DEPOSIT AGREEMENT

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 10B
Meeting Date: July 11, 2016
July 25, 2016

TO:	Mayor and City Council
THRU:	Jeff Bremer, City Manager JB
THRU:	Daniel Holbrook, Assistant City Manager – Community Development Director
FROM:	Patricia A. Tobin, AICP, Director, Planning and Zoning on behalf of the Director
Agenda Item:	Ordinance: 16-43 City of PSL – Sections 158.073 & 158.076 – Min Living Area Zoning Text Amendment (P16-009)
Submittal Date:	6/29/2016

STRATEGIC PLAN LINK: This item is consistent with Goal 3: Balanced and Responsible Growth.

BACKGROUND: Prior to June 7, 1996, the Zoning Code allowed 900 square feet of living area with 1,200 square feet of ground area for houses in several of the single family residential zoning districts. With the change in 1996, the Code now requires 1,200 square feet of living area and 1,400 square feet of ground area. The houses that are between 900 to 1,199 square feet would be legal nonconforming structures and in the event of destruction of over 50% of the replacement costs, the nonconforming status shall cease, or in other words it would be required to meet code when rebuilt. This request would allow someone that has a 900-square foot dwelling unit under air to rebuild at 900-square feet, instead of meeting the new Code of 1,200 square feet.

ANALYSIS: See attached staff report

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: This ordinance was approved as to form by attorney Thomas Mullins for Interim City Attorney Azlina Goldstein.

PLANNING AND ZONING BOARD: The Planning and Zoning Board unanimously recommended approval of this zoning text amendment on June 7, 2016.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: Staff may provide a short presentation on this application.

REQUESTED MEETING DATE: 7/11/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: Ordinance, staff report, and recommendation.

PT

ORDINANCE 16-43

AN ORDINANCE OF THE CITY OF PORT ST. LUCIE, FLORIDA, AMENDING THE PORT ST. LUCIE CODE OF ORDINANCES BY AMENDING SECTIONS 158.073 AND 158.076 OF THE ZONING CODE; PROVIDING THE INVALIDITY OF ANY PORTION SHALL NOT AFFECT THE REMAINING PORTIONS OF THIS ORDINANCE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port St. Lucie, Florida adopted amendments to the City of Port St. Lucie Comprehensive Plan by Ordinance 12-19; and

WHEREAS, Section 163.3202, Florida Statutes, provides for the amendment and enforcement of land development regulations that are consistent with and implement the adopted comprehensive plan: and

WHEREAS, Section 163.3174 (4) (C), Florida Statutes, provides that the Local Planning Agency shall review proposed land development regulations and make recommendations to the governing body as to the consistency of the proposed land development regulations with the adopted Comprehensive Plan; and

WHEREAS, the City initiated zoning text amendment, P16-009, to Sections 158.073 and 158.076 of the Zoning Code as outlined in Exhibit "A" with deletions shown as ~~strikethrough~~ and additions shown as <u>underlined</u>; 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 (4) (C), Florida Statutes, and having held a public hearing thereon, has considered this proposed amendment to the Code of Ordinances 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 found and determined that the adoption of the

zoning text amendment to Chapters 158.073 and 158.076 of the Zoning Code will foster and preserve the public health, safety, and welfare; value and character of the community; and implement the adopted comprehensive plan.

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

Section 1. The City of Port St. Lucie Sections 158.073 and 158.076 are hereby adopted for zoning text amendment into the Code of Ordinances as shown in Exhibit "A" attached hereto and incorporated by reference herein.

Section 2. The provisions of the Ordinance are severable and, if any section, sentence, clause or phase 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. This ordinance shall become effective ten (10) days after its final adoption.

ORDINANCE 16-43

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this _____ day of _____ , 2016.

CITY COUNCIL
CITY OF PORT ST. LUCIE

ATTEST:

By: _____
Gregory J. Oravec, Mayor

_____
Karen A. Phillips, City Clerk

APPROVED AS TO FORM:

_____
Interim City Attorney

EXHIBIT A

Sec. 158.073. Single-Family Residential Zoning District (RS-2).

(A) **Purpose.** The purpose of the single-family residential zoning district (RS-2) shall be to locate and establish areas within the City which are deemed to be uniquely suited for the development and maintenance of low-density residential living of an urban character; to designate those uses and services deemed appropriate and proper for location and development within that zoning district; and to establish development standards and provisions as are appropriate to ensure proper development in a low-density residential environment.

(B) **Permitted Principal Uses and Structures.** The following principal uses and structures are permitted:

(1) Park or playground, or other public recreation or cultural facility (subject to site plan review).

(2) Single-family dwelling.

(3) Community residential home six (6) or fewer residents, provided that such homes shall not be located within a radius of one thousand (1,000) feet of another community residential home as set forth in section 158.224.

(4) Family day care home.

(C) **Special Exception Uses.** The following uses may be permitted only following the review and specific approval thereof by the City Council:

(1) Commercial parking lot, for a period of two (2) years, provided:

a. The property is located in a conversion area as defined in the "City of Port St. Lucie Land Use Conversion Manual," and is associated with an adjacent commercially developed property owned by the same person;

b. The parking lot is for the private use of the owners and/or occupants of the adjacent commercially developed property;

c. The parking lot is improved pursuant to subsection 158.221(B)(12) (this will allow shellrock, limerock and coquina in lieu of pavement since the parking lot will not be used by the general public pursuant to item (2)(B));

d. Commercial vehicles are not permitted to park pursuant to section 72.03 (as amended);

e. No overnight parking is allowed;

f. Parking is allowed only for licensed motor vehicles; and

g. The parking lot is not used for temporary or permanent storage of motor vehicles.

(D) **Accessory Uses.** As set forth within section 158.217.

(E) **Minimum Lot Requirements.**

(1) Single-family dwelling: Ten thousand (10,000) square feet and a minimum width of sixty (60) feet.

(2) All other permitted or special exception uses: Twenty thousand (20,000) square feet and a width of one hundred (100) feet.

(F) **Maximum Building Height.** Thirty-five (35) feet.

(G) **Minimum Living Area.** Minimum size house of one thousand two hundred (1,200) square feet of living area and one thousand four hundred (1,400) square feet of ground area for a one-story house or one thousand four hundred (1,400) square feet of living area and one thousand three hundred (1,300) square feet of ground area for a two-story house. <u>If a building permit for a house was submitted prior to June 7, 1996, with less than 1,200 square feet of living area, the house can be rebuilt to the square footage of living area approved when the house was built.</u>

(H) **Yard Requirements and Landscaping:**

(1) **Front Yard.** Each lot shall have a front yard with a building setback line of twenty-five (25) feet, unless otherwise provided by this chapter.

(2) **Side Yards.** Each lot shall have two (2) side yards, each of which shall have a building setback line of ten (10) feet, unless otherwise provided by this chapter. See section 158.203.

(3) **Rear Yard.** Each lot shall have a rear yard with a building setback line of twenty-five (25) feet, unless otherwise provided by this chapter.

(4) **Landscaping Requirements**. Landscaping and buffering requirements are subject to Chapter 154.

(I) **Off-Street Parking and Service Requirements.** As set forth in section 158.221.

(J) **Site Plan Review.** All special exception uses and all permitted uses so designated shall be subject to the provisions of sections 158.235 through 158.245.

§ 158.074, 158.075. Reserved.

§ 158.076. Single-Family Residential Zoning District (RS-3).

(A) **Purpose.** The purpose of the single-family residential zoning district (RS-3) shall be to locate and establish areas within the City which are deemed to be uniquely suited for the development and maintenance of low-density residential living of an urban character; to designate those uses and services deemed appropriate and proper for location and development within that zoning district; and to establish development standards and provisions as are appropriate to ensure proper development in a low-density residential environment.

(B) **Permitted Principal Uses and Structures.** The following principal uses and structures are permitted:

(1) Park or playground, or other public recreation or cultural facility (subject to site plan review).

(2) Single-family dwelling.

(3) Community residential home six (6) or fewer residents, provided that such homes shall not be located within a radius of one thousand (1,000) feet of another community residential home as set forth in section 158.224.

(4) Family day care home.

(C) **Special Exception Uses.** The following uses may be permitted only following the review and specific approval thereof by the City Council:

(1) *Reserved.*

(D) **Accessory Uses.** As set forth within section 158.217.

(E) **Minimum Lot Requirements.**

(1) Single-family dwelling: Seven thousand five hundred (7,500) square feet and a minimum width of sixty (60) feet.

(2) All other permitted or special exception uses: Twenty thousand (20,000) square feet and a width of one hundred (100) feet.

(F) **Maximum Building Height.** Thirty-five (35) feet.

(G) **Minimum Living Area.** Minimum size house of one thousand two hundred (1,200) square feet of living area and one thousand four hundred (1,400) square feet of ground area for a one-story house or one thousand four hundred (1,400) square feet of living area and one thousand three hundred (1,300) square feet of ground area for a two-story house. <u>If a building permit for a house was submitted prior to June 7, 1996, with less than 1,200 square feet of living area, the house can be rebuilt to the square footage of living area approved when the house was built.</u>

(H) **Yard Requirements and Landscaping:**

(1) **Front Yard.** Each lot shall have a front yard with a building setback line of twenty-five (25) feet, unless otherwise provided by this chapter.

(2) **Side Yards.** Each lot shall have two (2) side yards, each of which shall have a building setback line of seven and one-half (7½) feet, unless otherwise provided by this chapter. See section 158.203.

(3) **Rear Yard.** Each lot shall have a rear yard with a building setback line of twenty-five (25) feet, unless otherwise provided by this chapter.

(4) **Landscaping Requirements**. Landscaping and buffering requirements are subject to Chapter 154.

(I) **Off-Street Parking and Service Requirements.** As set forth in section 158.221.

(J) **Site Plan Review.** All special exception uses and all permitted uses so designated shall be subject to the provisions of sections 158.235 through 158.245.

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

TO: **PLANNING & ZONING BOARD - MEETING OF JUNE 7, 2016**

FROM: **PATRICIA A. TOBIN, AICP, DIRECTOR OF PLANNING & ZONING**

RE: **CITY ZONING CODE TEXT AMENDMENT**
CHAPTER 158 – ZONING CODE
P16-009

DATE: **MAY 31, 2016**

BACKGROUND:

At the request of a resident, Mr. Charles Ray, the City Council at the January 25, 2016 meeting asked staff to prepare changes to the Zoning Code that would allow 900 square foot (living area) houses in the City to be rebuilt with the same square footage they were originally built to. See attached agenda memorandum from Vice Mayor Bartz dated January 15, 2016 and Mr. Ray's letter is attached to this memo.

Prior to June 7, 1996, the Zoning Code allowed 900 square foot of living area with 1,200 square foot of ground area for houses in several of the single family residential zoning districts. With the change in 1995, the Code now requires 1,200 square feet of living area and 1,400 square feet of ground area. The houses that are between 900 to 1,199 square feet would be legal nonconforming structures and in the event of destruction of over 50% of the replacement costs, the nonconforming status shall cease, or in other words it would be required to meet code when rebuilt. See Section 158.282 of the Zoning Code.

The two zoning districts affected by the request are RS-2 (Section 158.073) and RS-3 (Section 158.074). Staff has attempted to quantify the number of houses this would involve but the data is not available without tremendous amount of research. The data provided included everything under 1,200 square feet. This included all condominiums, townhouses, sheds and garages. Staff has culled the data provided to delete these and it appears there are less than 115 houses that are less than 1,200 square feet of living area.

This change would potentially impact less than 0.2% of the City's housing stock.

SUMMARY OF PROPOSED AMENDMENTS TO ZONING CODE:

The proposed changes are shown in the attached Exhibit A with additions shown as underlined and deletions as ~~strikethrough~~.

STAFF RECOMMENDATION:

The Planning and Zoning Department finds the proposed changes to the Zoning Code to be consistent with the City's Comprehensive Plan adopted in 2012 and recommends approval.

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 13C
Meeting Date: 1/25/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager JB

FROM: Linda Bartz, Vice Mayor CF for LB

Agenda Item: Discussion: Allow an exemption to single-family residences built before current zoning code which do not meet the minimum living area as described in Zoning Code section 158.060(H).

Submittal Date: 1/15/2016

STRATEGIC PLAN LINK: This item is consist with Port St. Lucie's mission to remain responsive to the community.

BACKGROUND: On December 4, 2015, City Council and the City Manager received a letter from a resident who proposed a change or an amendment to current zoning code regarding the minimum living area of a single family residential dwelling. The proposed change would allow an exemption to older residences within City limits which do not meet current code requirements of one thousand two hundred (1,200) square feet of living area.

ANALYSIS: N/A

RECEIVED
JAN 15 2016
CITY MANAGER'S OFFICE

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: N/A

SPECIAL CONSIDERATION: State of Florida's building code does not have a minimum square footage requirement. St. Lucie County's zoning code does not have a minimum square footage requirement for residential properties. Martin County's zoning code has a minimum square footage requirement in a few of the older zoning districts of no less than 800 square feet, with no exemptions. City of Stuart's zoning code has a minimum square footage requirement of 450 square feet, with no exemptions. City of Vero Beach's zoning code has a minimum square footage requirement between 800-1,600

square feet, depending on the classification of residential dwelling, and non-conforming structures built before current code was written on May 16, 1978 are exempt from current codes. City of Fort Pierce's zoning code has a minimum square feet requirement of 250 sq. ft. for the first occupant, and 200 sq. ft. for the next three occupants. It further allows for all dwellings built before current code was written to be exempt from the requirements.

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 1/25/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: LETTER FROM RESIDENT RECEIVED DECEMBER 04, 2015; CODE OF ORDINANCE, SECTION 158.060- GENERAL USE ZONING DISTRICT; SUMMARY OF RESIDENTIAL ZONING DISTRICTS MINIMUM LIVING AREA REQUIREMENTS

CHARLES E. RAY, P.A.
ATTORNEY AT LAW
887 E. PRIMA VISTA BLVD.
PORT SAINT LUCIE, FLORIDA 34952

CHARLES E. RAY

TELE: 772-336-3745
FAX: 772-336-3932

November 30, 2015

City of Port St. Lucie
Received
City Council

Mr. Jeff Bremer
City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34982

Re: Square Footage requirements

Dear Mr. Bremer:

It has come to my attention that there is now presently a code in effect in Port St. Lucie which basically requires that if a home is in need of repair or replacement of more than 51% of it's value then and in that event the home to be rebuilt must be 1200 square feet in air conditioned space.

Evidently according to your planner, Patricia Tobin, this requirement was enacted to somehow make sure that the City had enough square footage to tax the residents to pay for services to residents. I pointed out that I have two homes in Port St. Lucie, one is almost 2000 square feet that I live in and I have another small home which my mother-in-law lives in which is 988 square feet. It is a GDC model home and very nice looking. I think the City policy needs to be changed to allow for a grandfather provision.

There are a number of reasons but let me just start with first, the fact is this code does not necessarily mean there will be a greater tax value on bigger homes as the smaller home that I own generates more taxes than the larger home I live in.

Secondly, the smaller home is more economical for older persons who do not need large homes, thus making Port St. Lucie attractive to senior citizens.

Third, the code as it is written could possible impose a hardship upon residents for very little return. Let us say there is a hurricane which devastates some houses in this town many people including myself would probably not bother to rebuild as the cost of rebuilding the home with the new requirement would not be economical. In addition, Insurance would not pay for building a larger home.

When I bought the smaller home my wife and I spent $25,000.00 remodeling said home. Suffice

to say this house is an asset to Port St. Lucie. My mother-in-law did not need any City services other than water and garbage services which is provided by the City paid for by our family.

Smaller homes have a smaller carbon footprint so for the environment's sake I believe smaller homes should be allowed.

There are a lot of Port St. Lucie residents who do not have a tremendous amount of money and before this code it allowed them to live in Port St. Lucie and to enjoy the Florida lifestyle other than having to move on to another City that does not have such a requirement that homes should be a minimum of 1200 square feet.

Finally, philosophically it seems that perhaps in this case it is a little bit of a government overreach to require citizens to build a house with minimum square footage when they don't want to build a house with a minimum square footage. This after all is America Land of the Free and unless there is a valid reason I don't believe the government should be a dictator requiring homes to be a certain square footage to secure more tax dollars. The remedy if more tax dollars are needed is to simply raise the millage rate.

For all the above I would respectfully request that the City reexamine this policy and to provide a grandfather code section similar to the following:

"The 1200 square foot requirement of this code section shall not apply to the reconstruction, rebuilding or repair of a home which has less than 1200 square feet livable space and was built prior to December 31, 2015; however, those homes if they need to be reconstructed, rebuilt, or repaired, must be rebuilt to the size at least equal to the air conditioned living space existing prior to the time when the building was in need of repair or replacement."

Thank you for your time in this matter.

Sincerely,

Charles E. Ray
CER/jkl
cc: Patricia Tobin
Greg Oravec
Ron Bowen
Michelle Berger
Linda Bartz
Shannon Martin

ARTICLE IV. - GENERAL USE DISTRICTS

Sec. 158.060. - General Use Zoning District (GU).

(A) **Purpose.** The general use zoning district (GU) is intended to apply to those areas of the City which are presently undeveloped and where the future use is either uncertain, or which the arrangement or boundaries of future uses cannot be clearly defined, and for which any other zoning would be premature or unreasonable. The general use (GU) district also allows certain land extensive uses by special exception which may be transitional or which may be allowed permanently if deemed appropriate.

(B) **Permitted Principal Uses and Structures.** The following principal uses and structures are permitted:

(1) Crop raising; poultry, livestock or cattle production; dairy farming; fruit growing; flower and shrub growing; plant nursery (wholesale only); bee keeping; fish hatchery; and forestry; and including accessory uses or structures and a dwelling occupied only by the owner or tenant and family; the raising of hogs, pigs and goats and the operation of feed lots are expressly prohibited;

(2) Park or playground, or other public recreation (site plan review); including the retail sales of beer and wine for on premises consumption in accordance with Chapter 110;

(3) Public facility, including a police or fire station or tower (site plan review);

(4) Single-family dwelling.

(C) **Special Exception Uses.** The following uses may be permitted only following review and specific approval thereof by the City Council:

(1) Airport or landing field;

(2) Cemetery, including mausoleum, following site approval by the St. Lucie County Health Department;

(3) Golf course (not including miniature golf course);

(4) Mining or excavation;

(5) Retail plant nursery and related sales;

(6) Public utility facility, including water pumping plant, reservoir, electrical transmission lines and substations;

(7) Retail sales of agricultural products;

(8) Stable and horse-riding academy;

(9) On site incineration by a forced draft air curtain incinerator; in accordance with Florida Statutes; minimum area required, ten (10) acres.

(10) Golf driving range.

(11) Disposal and recycling facility for construction and demolition debris, provided that all open storage areas shall be completely enclosed by an opaque fence or a wall having a minimum height of six (6) feet with no material placed so as to exceed the height of the fence or wall; minimum area required, ten (10) acres.

(12) Wireless communication antennas and towers, as set forth in section 158.213.

(13) Billboards, on sites with OSC and OSR land use as set forth in Chapter 155.

(14) Solar generation station subject to the requirements of section 158.230.

(D) **Accessory Uses.** As set forth within section 158.217.

(E) **Minimum Parcel Requirements.**

(1) Single-family dwelling—Ten (10) acres and a minimum width of three hundred thirty (330) feet.

(2) All other permitted or special exception uses—Twenty thousand (20,000) square feet and a lot width of one hundred (100) feet.

(F) **Maximum Building Coverage.**

(1) Single-family dwelling—Ten (10) percent.

(2) All other permitted or special exception uses—Thirty (30) percent, provided that the combined area coverage of all impervious surfaces shall not exceed eighty (80) percent.

(G) **Maximum Building Height.** Thirty-five (35) feet, provided that airport control towers, broadcasting towers, and transmission stations shall be exempt from this requirement.

(H) **Minimum Living Area.** One thousand two hundred (1,200) square feet of living area, and one thousand four hundred (1,400) square feet of ground area.

(I) **Yard Requirements and Buffering.**

(1) **Single-Family Dwellings.**

a. **Front Yard.** Each lot shall have a front yard with a building setback line of fifty (50) feet;

b. **Side Yards.** Each lot shall have two (2) side yards, each of which shall have a building setback line of thirty (30) feet;

c. **Rear Yard.** Each lot shall have a rear yard with a building setback line of fifty (50) feet;

d. **Buffering.** Where applicable, buffering shall be provided in accordance with the landscaping requirements of subsection 153.04(G).

(2) **All Other Permitted or Special Exception Uses.**

a. **Front Yard.** Each lot shall have a front yard with a building setback line of twenty-five (25) feet;

b. **Side Yard.** Each lot shall maintain two (2) side yards with a building setback line of ten (10) feet. A building setback line of twenty-five (25) feet shall be maintained adjacent to any residential zoning district or to a public street right-of-way;

c. **Rear Yard.** Each lot shall have a rear yard with a building setback line of twenty-five (25) feet;

d. **Buffering.** A six-foot high completely opaque masonry wall or wooden fence shall be provided along the entire length of any side or rear property line abutting property zoned residential. All mechanical equipment shall be screened from property zoned residential. Said screening shall be designed as both a visual barrier and a noise barrier. Buffering shall be provided in accordance with the landscaping requirements of subsection 153.04(G).

(J) **Off-Street Parking and Service Requirements.** As set forth in section 158.221.

(K) **Site Plan Review.** All special exception uses and all permitted uses so designated shall be subject to the provisions of sections 158.235 through 158.245.

(Ord. No. 98-84, § 1, 3-22-99; Am. Ord. 02-130, § 1(Exh. A), 2-10-03; Am. Ord. 11-14, § 1, 3-14-11; Am. Ord. 11-79, § 1(Exh. A), 11-14-11)

Secs. 158.061—158.070. - Reserved.

SUMMARY OF RESIDENTIAL ZONING DISTRICTS MINIMUM LIVING AREA REQUIREMENTS

Section 158.071. Estate Residential Zoning District (RE)

(H) "**Minimum Living Area.** Minimum size house of one thousand seven hundred (1,700) square feet of living area and two thousand two hundred (2,200) square feet of ground area for a one-story house or one thousand seven hundred (1,700) square feet of living area and one thousand five hundred (1,500) square feet of ground area for a two story house."

Section 158.072. Single-Family Residential Zoning District (RS-1)

(G) "**Minimum Living Area.** Minimum size house of one thousand seven hundred (1,700) square feet of living area and two thousand two hundred (2,200) square feet of ground area for a one-story house or one thousand seven hundred (1,700) square feet of living area and one thousand five hundred (1,500) square feet of ground area for a two story house."

Section 158.073. Single-Family Residential Zoning District (RS-2)

(G) "**Minimum Living Area.** Minimum size house of one thousand two hundred (1,200) square feet of living area and one thousand four hundred (1,400) square feet of ground area for a one-story house or one thousand four hundred (1,400) square feet of living area and one thousand three hundred (1,300) square feet of ground area for a two story house."

Section 158.076. Single-Family Residential Zoning District (RS-3)

(G) "**Minimum Living Area.** Minimum size house of one thousand two hundred (1,200) square feet of living area and one thousand four hundred (1,400) square feet of ground area for a one-story house or one thousand four hundred (1,400) square feet of living area and one thousand three hundred (1,300) square feet of ground area for a two story house."

undermine them. They are welcome to come with us, and we are not right on top of them, which we would be in the village, and that could be part of the problem. We want to encourage them to be successful and continue on. They can be a part of it." Mayor Oravec said, "Hopefully they will, because perhaps they will reach people who only went to the Constitutional Office, and never went inside for what they have to offer. Getting them included might be good for everyone. Is there a motion to approve the Pilot Program?"

Vice Mayor Bartz **moved** to approve Item 13 b). Councilwoman Martin **seconded** the motion. Councilman Bowen said, "These food truck drivers are so passionate that they travel from Delray Beach up to Melbourne to do business on certain day, wherever they can fit in. Mayor, your idea about outsourcing would be a good idea, but I'm sure that if we outsourced it, someone would want a year commitment right off the bat, so I think having the Pilot Program would be a safer course of action right now, but I do want it to succeed. As far as the dinner crowd, the people who live in the apartments and condos may be sick of eating at some of the restaurants locally, and they may want to try something different at night." Mayor Oravec said, "I think the real key is going to be not only the quality of the food, but the entertainment component that makes it an event, versus a drive-thru." There being no further discussion, the City Clerk restated the motion as follows: for approval of the Food Court on Wheels Pilot Program. The motion **passed unanimously** by roll call vote.

c) DISCUSSION TO ALLOW AN EXEMPTION TO SINGLE-FAMILY RESIDENCES BUILT BEFORE CURRENT ZONING CODE, WHICH DO NOT MEET THE MINIMUM LIVING AREA AS DESCRIBED IN ZONING CODE SECTION 158.060(H), VICE MAYOR BARTZ

Vice Mayor Bartz stated, "I was contacted by a resident whose mother lives here in an older, small home. The resident takes care of mom's needs, but was concerned that if God forbid, we had another hurricane, or there was damage to the house for any reason, right now, they would have to build it to our Code for space, which may mean having to enlarge the home. I would like us to think about an exemption for those older homes, where they are able to be built back to the size that they were. I believe that Code was changed so that we didn't see a lot of small houses mixed with larger houses at the time. I am only asking that we grandfather these older homes in. Our people who moved here 40 years ago had different needs. You may have retired and moved here, looking for a small two-bedroom home that met your needs, and still does meet your needs. Unfortunately, if there is a fire or a hurricane and it is destroyed, you now have to go to the expense of building a larger home that does not meet your needs at all. I would ask that we consider grandfathering this into the Code."

Mayor Oravec said, "Thank you, Vice Mayor Bartz. If the Council agrees, this would come back in the form of an ordinance for first reading in the future. Is there discussion?" Councilman Bowen replied, "I would agree with the Vice Mayor on this. First of all, a lot of my District has some of those smaller homes in the Sandpiper Bay area. Some of them are only 900 to 1,000-square feet. They are well maintained and

well kept up, and they beautify the neighborhood. Like the Vice Mayor stated, if a house is destroyed 51% through an act of God, they are going to have to construct a bigger house than they are living in right now. I would support grandfathering some of the old General Development Corporation homes, which are primarily the smaller homes we're talking about. The reason why the Council enlarged the size of the square footages of the homes in the 90's is because the smaller homes were not paying for themselves in services that the City was providing, so that's why the minimum square footage was upped. I can see us grandfathering some of these older homes." Councilwoman Martin said, "I am in support of moving forward with staff coming back with an ordinance." Mayor Oravec remarked, "Mr. Ray signed up to speak."

CHARLES RAY stated, "My mother-in-law lives in a 1,000-square foot house, and she likes it the way it is. She really does not want a bigger house. Thank you very much."

Vice Mayor Bartz stated, "Most of these houses are very well maintained, but also, look at the fact that if you rebuild because the house is destroyed through an act of God, you're only going to be improving the neighborhood anyway. You're still going to have a small home, but it is going to be new."

Mayor Oravec asked, "Madam City Attorney, is there any exposure to reaching back and changing the non-conforming provision now, versus when the Ordinance was first changed?" The City Attorney replied, "We will evaluate that redraft it and figure out where is the best place to create this exception. I am not sure that it is going to be here, in the minimum living area, or in the other section of the Code, on the more than 50% destruction requirement . . . ." Mayor Oravec interjected, "It's the non-conforming provision." The City Attorney continued, "Yes, to comply with current Code standards. We'll take a look at both of those provisions, as we look at bringing forward language to change it where it is most appropriate to change it. I don't think it's an issue in terms of having the grandfathered in, it's just drafting that language to make sure we're clear on what the intent of Council is." Mayor Oravec said, "Thank you. Council, I am happy to support you, and have this be heard as part of a Public Hearing, but again, there are three sides to every story. The brass tacks of it is that a lot of times, an act of God or another event is what allows us to come into conformance with the Zoning Code over time. Under the non-conforming provisions, if you're going to expand it by more than 50% if more than 50% gets wiped out, you have to comply with the Code. That's how we come into compliance over time. It's things like that which allow us to come into compliance. As Councilman Bowen and Vice Mayor Bartz pointed out, once upon a time, the Council saw fit to change the standard so that we would have bigger homes. There were several arguments, including the break-even point. I bet the break-even point would even be higher now, so that is an interesting question in and of itself, but that means we're kind of undoing a portion of what a past Council did. I can understand it, but I don't know what the exposure is, or how many homes we're talking about in the City. I just wanted to bring up the point that this is how we come into conformance over time, by getting rid of the non-conformities; otherwise, you would never fully come up, and then you're going to have a set of the population where it is okay to have this different standard forever, but it's not okay for the new people. That's why I asked about

the exposure, but it is a good issue to bring up. I bow to your judgment. Do we have a motion or direction for this to come back as an ordinance for first reading?" Vice Mayor Bartz replied, "It doesn't need a motion, it's a consensus." Mayor Oravec stated, "This will come back for first reading when it is put together properly."

d) REQUEST TO USE McCARTY RANCH PRESERVE AREA AS THE MITIGATION RECEIVING AREA FOR THE PUBLIC PURPOSE IMPROVEMENTS ASSOCIATED WITH PLAT ST. LUCIE WEST BASIN 4E-5 PLAT NO. 192, P15-062, PLANNING & ZONING DEPARTMENT

(**Clerk's Note:** This item was removed at the request of the Legal Department.)

14. **DETERMINATION OF EXCUSED ABSENCES**

a) COUNCILWOMAN BERGER, REGULAR CITY COUNCIL MEETING JANUARY 11, 2016

Councilman Bowen **moved** to approve Item 14 a). Councilwoman Martin **seconded** the motion. The City Clerk restated the motion as follows: for approval of Item 14 a). The motion **passed unanimously** by roll call vote.

15. **CITY MANAGER'S REPORT**

The City Manager said, "I have two items for this evening. Earlier, we heard from the Tourism Development Council about some of the good things that happen in the City of Port St. Lucie, so I would like to read this, 'Healthiest Weight Florida is pleased to inform you that your community will be recognized as a 2016 State Surgeon General Healthy Weight Community Champion. The work highlighted in your application demonstrates your commitment to making Florida the healthiest state in the nation. To celebrate your efforts to make a positive impact on health in your community, you will receive a certificate of recognition from your local health department, and personalized graphic art that can be placed on banners, roadsides, etc. In addition, your community will be highlighted in both statewide and regional press releases later this week, as well, someone in our Communication Office will be in contact with you in the next few days for comment.' I wanted to pass this along. It was something that Human Resources did, and was passed along to us, I believe by one of our Councilmembers. This is another accolade for the City of Port St. Lucie."

The City Manager continued, "We had a team that went to Tallahassee last week, and pressed the state with some presentations. I would like for the Assistant City Manager/Community Development Director to go over a synopsis of what took place." The Assistant City Manager/Community Development Director said, "I wanted to thank you for the opportunity to provide an update on the City's legislative priorities. We had the privilege of going to Tallahassee last week as a team. We had Vice Mayor Bartz, Councilwoman Berger, staff, and our lobbyists. We went to promote the vision of the City, again, pulling back from the Strategic Plan, and really building on the diverse local

declining in number or habitat, or have an inherent vulnerability to habitat modification, environmental alteration, or human disturbance which puts them at risk of extinction.

LISTED SPECIES, LIKELY TO OCCUR. Species listed in "Appendix B," Conservation Element, Port St. Lucie Comprehensive Plan.

LIVING AREA. The enclosed area of a dwelling unit which may be heated or air-conditioned, and excluding garages, carports, porches, and breezeways. A living area shall be measured from the exterior faces of the exterior walls excluding any exterior attachment.

LONG-WIRE ANTENNA. A wire antenna consisting of a single conductor of a random length, which typically is conducted to a transceiver at one end. It most often is parallel to the ground at a typical height of approximately 35 ft.

LOT. A designated parcel, tract, or area of land established by a plat or otherwise as permitted by law and to be used, developed or built upon as a unit.

LOT AREA. The size of a lot measured within the lot lines and expressed in terms of acres or square feet.

LOT DEPTH. The distance between the midpoints of straight lines connecting the foremost points of the side lot lines in front and the rearmost points of the side lot lines in the rear.

LOT FRONTAGE. The lineal distance of a lot measured along abutting public or private rights-of-way.

LOT OF RECORD. Land designated as a separate and distinct parcel on a legally recorded subdivision plat.

LOT, NONCONFORMING. A land parcel, however constituted, which does not meet all minimum zoning requirements.

LOT WIDTH. The distance between side lot lines measured on the front building line.

MAINTENANCE GUARANTEE. Any security which may be required and accepted by a governmental agency to ensure that necessary improvements will function as required for a specific period of time.

MAJOR ROAD NETWORK SYSTEM. All city, county and state arterial and collector roads within the total incorporated area depicted in the Traffic Circulation Element of the Comprehensive Plan.

MAJOR SUBDIVISION. The division of a lot, tract or parcel of land, whether improved or unimproved, into three (3) or more lots, tracts, parcels or other divisions of land for the purpose, whether immediately or future, of transfer of ownership, development or lease. (Also see SUBDIVISION.)

John Finizio

From: Thomas Mullin <TMullin@nasonyeager.com>
Sent: Wednesday, June 29, 2016 5:24 PM
To: John Finizio
Subject: RE: Ord for ZTA

Ordinance is approved. Do you need me to review the proposed changes?

THE BOCA RATON OFFICE HAS RELOCATED.
THE ADDRESS IS:
750 Park of Commerce Boulevard, Suite 210
Boca Raton, FL 33487.
- All phone numbers and email addresses remain the same.
- Please change your contact information to reflect our new address

---

From: John Finizio [mailto:JFinizio@cityofpsl.com]
Sent: Wednesday, June 29, 2016 9:57 AM
To: Thomas Mullin <TMullin@nasonyeager.com>
Subject: Ord for ZTA

Good Morning Tom,

I hate to spring this on you so late, but can you review the attached zoning text amendment ordinance? I need to bring this over to the City Manager's Office tomorrow for the July 11th City Council meeting.

Thanks Tom. Let me know if there is anything else you need or have any questions.

John

This email has been scanned for email related threats and delivered safely by Mimecast.
For more information please visit http://www.mimecast.com

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 10C
Meeting Date: 7/11/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager
Patricia Roebling, Assistant City Manager-Administrative Services

FROM: Brad Keen, Assistant Director, Parks & Recreation

Agenda Item: Ordinance: An Ordinance Authorizing the City Manager of the City of Port St. Lucie to Enter into a First Amendment to the Lease Agreement between the City of Port St. Lucie and the School Board of St. Lucie County, Florida; Providing an Effective Date.

16-44

Submittal Date: 6/22/2016

STRATEGIC PLAN LINK: 2030 Guiding Principles, Principle C- Friendly Community for All Ages; Principle H- Leisure Opportunities for An Active Lifestyle

BACKGROUND: The City of Port St. Lucie ("City") entered into a Lease Agreement with the School Board of St. Lucie County, Florida on November 29, 2011. The terms of the Lease Agreement terminated on June 15, 2016.

ANALYSIS: The First Amendment to Lease Agreement between the City and the School Board of St. Lucie County, Florida restates the terms and conditions of the original Lease Agreement and seeks to amend the term of the lease. The First Amendment to Lease Agreement will commence as of the Effective Date and will terminate on the 15th day of June, 2021.

FINANCIAL INFORMATION: The Lessee, City of Port St. Lucie, shall pay a total of One Dollar ($1.00) to Lessor, School Board of St. Lucie County, Florida, upon the execution of the First Amendment to Lease Agreement as and for rent of the Leased Premises. Lessee, City, shall be solely responsible for, and shall promptly pay, all charges for telephone, electricity, water, and all other utilities used or consumed on the Leased Premises, and for the removal of rubbish therefrom, and the Lessee shall hold the Lessor harmless from any liability for such charges.

LEGAL INFORMATION: The Ordinance and First Amendment to Lease Agreement have been reviewed and approved as to legal form and sufficiency by Thomas F. Mullin, Esq. on behalf of Azlina Goldstein Siegel, Interim City Attorney.

STAFF RECOMMENDATION: Approval.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 7/11/2016

LOCATION OF PROJECT: Former site of Port St. Lucie Elementary School

ATTACHMENTS:

1. Ordinance and First Amendment to Lease Agreement attached thereto as Exhibit "A"
2. Map of Former site of Port St. Lucie Elementary School, Legal Description and Sketch (Leased Premises)
3. Lease Agreement

cc: Sherman Conrad, Director, Parks & Recreation

RECEIVED

JUL 06 2016

CITY MANAGER'S OFFICE

ORDINANCE 16-44

AN ORDINANCE AUTHORIZING THE CITY MANAGER OF THE CITY OF PORT ST. LUCIE TO ENTER INTO A FIRST AMENDMENT TO THE LEASE AGREEMENT BETWEEN THE CITY OF PORT ST. LUCIE AND THE SCHOOL BOARD OF ST. LUCIE COUNTY, FLORIDA; 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 First Amendment to Lease Agreement between the City of Port St. Lucie and the School Board of St. Lucie County, Florida, for said leased premises located at the former site of Port St. Lucie Elementary School, more particularly described in the First Amendment to the 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:

_____
Azlina Goldstein Siegel, Interim City Attorney

EXHIBIT

"A"

FIRST AMENDMENT TO LEASE AGREEMENT

WHEREAS, on or about November 29, 2011, the City of Port St. Lucie ("City") and the School Board of St. Lucie County ("Board") entered into a Lease Agreement for property located at athletic fields at the site of the former Port St. Lucie Elementary School, particularly described in the Exhibits attached to the Lease Agreement; and

WHEREAS, the City and the Board wish to amend the Lease Agreement to modify the term of the lease; and

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference. All defined terms as used herein shall have the same meaning and effect as the Lease Agreement.
2. Section 2 of the Lease Agreement is hereby deleted in its entirety and replaced with the following:

   2. Term. This Lease shall be for a period commencing as of the Effective Date and terminating on midnight of the 15th day of June, 2021.

3. This First Amendment shall become effective when signed by all the parties and approved by the City Council of the City of Port St. Lucie.
4. Except as modified by this First Amendment, the Lease Agreement remains unmodified and in full force and effect and the parties hereby ratify, confirm, and adopt the Lease Agreement, as amended, in accordance with the terms thereof.

IN WITNESS WHEREOF, the parties have caused this First Amendment to the 2011 Lease Agreement, this _____ day of _____, 2016.

CITY OF PORT ST. LUCIE

By: _____

Its: _____

Signed, sealed, and delivered in the presence of:

_____

Witness

Print Name: _____

_____

Witness

Print Name: _____

STATE OF FLORIDA

COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____, as _____ of the City of Port St. Lucie, a Florida municipal corporation, on behalf of the City of Port St. Lucie. He/she is personally known to me or has produced _____ as identification.

_____

Notary Public

My Commission Expires:

IN WITNESS WHEREOF, the parties have caused this First Amendment to the 2011 Lease Agreement, this _____ day of _____, 2016.

SCHOOL BOARD OF ST. LUCIE COUNTY

By: _____

Its: _____

Signed, sealed, and delivered in the presence of:

_____

Witness

Print Name: _____

_____

Witness

Print Name: _____

STATE OF FLORIDA

COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____, as _____ of the School Board of St. Lucie County, on behalf of the School Board of St. Lucie County. He/she is personally known to me or has produced _____ as identification.

_____

Notary Public

My Commission Expires:

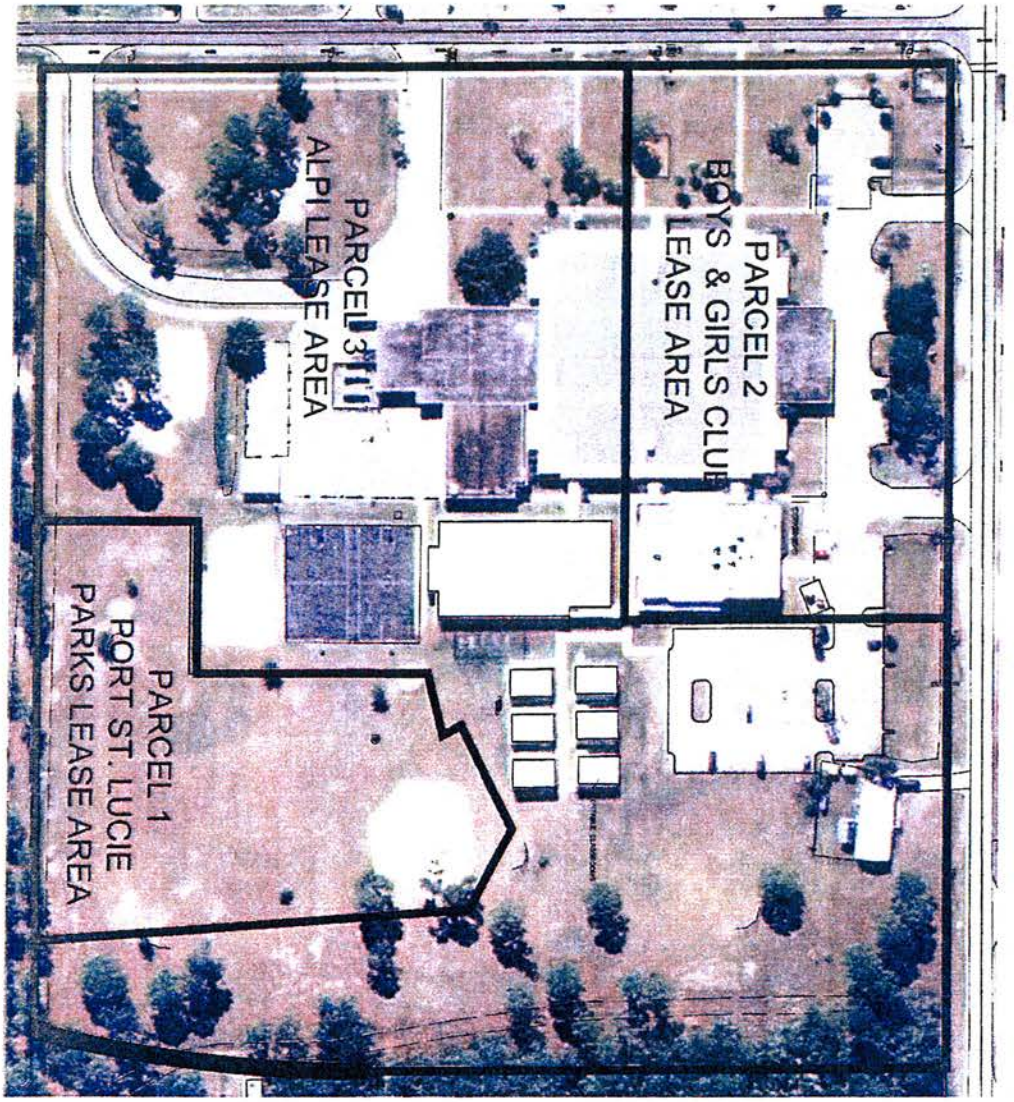
ATTACHMENT

"2"

(to Council Agenda Memorandum)

EXHIBIT A

[LEASED PREMISES]



LEGAL DESCRIPTION

A parcel of land lying in Section 29, Township 36 South, Range 40 East, St. Lucie County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Section 29; thence South 00°18'30" East, along the East line of said Section 29, a distance of 845.87 feet; thence South 89°41'05" West, a distance of 228.33 feet to the POINT OF BEGINNING of the following described parcel;

Thence South 04°04'25" East, a distance of 374.81 feet; thence South 89°41'30" West, a distance of 359.17 feet; thence North 00°04'48" East, a distance of 137.17 feet; thence North 89°41'30" East, a distance of 129.53 feet; thence North 00°04'48" East, a distance of 200.12 feet; thence North 75°44'06" East, a distance of 54.83 feet; thence North 27°31'52" West, a distance of 18.07 feet; thence North 63°35'45" East, a distance of 99.41 feet; thence South 62°23'15" East, a distance of 77.55 feet to the POINT OF BEGINNING

Containing 2.287 acres, more or less.

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON. THERE HAS BEEN NO FIELD WORK, VIEWING OF THE SUBJECT PROPERTY OR MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON

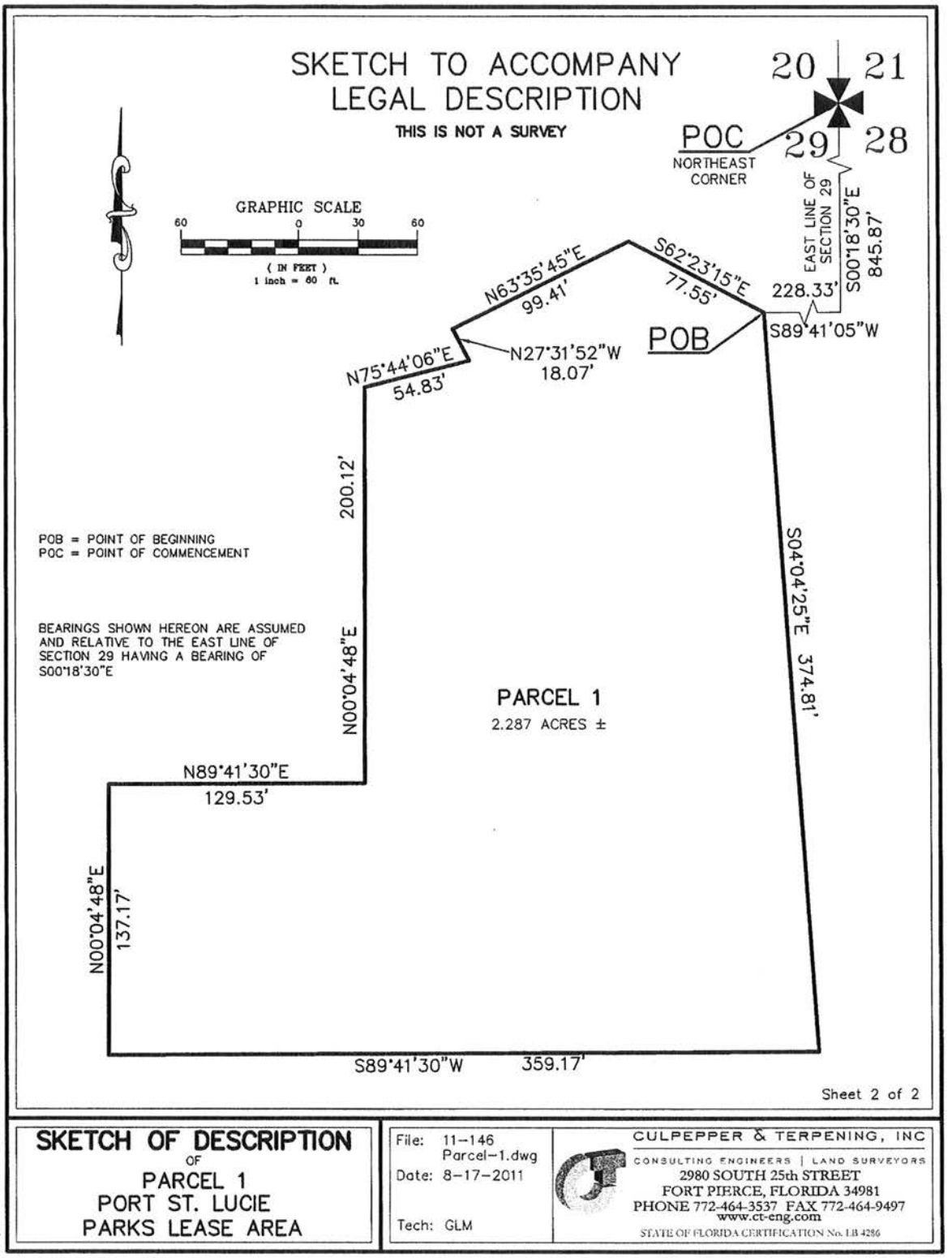
NOTE: LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHT-OF-WAY AND/OR EASEMENTS OF RECORD.

Michael T. Kolodziejczyk
Professional Surveyor and Mapper
Florida Certificate No. 3864

8-22-2011
Signature Date

Sheet 1 of 2

DESCRIPTION OF PARCEL 1 PORT ST. LUCIE PARKS LEASE AREA	File: 11-146 Parcel-1.dwg Date: 8-17-2011 Tech: GLM	CULPEPPER & TERPENING, INC CONSULTING ENGINEERS | LAND SURVEYORS 2980 SOUTH 25th STREET FORT PIERCE, FLORIDA 34981 PHONE 772-464-3537 FAX 772-464-9497 www.ct-eng.com CERTIFICATE OF AUTHORIZATION No. LB 1176



SKETCH OF DESCRIPTION
OF
PARCEL 1
PORT ST. LUCIE
PARKS LEASE AREA

File: 11-146 Parcel-1.dwg
Date: 8-17-2011
Tech: GLM

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET
FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 FAX 772-464-9497
www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 4286

ATTACHMENT

"3"

(to Council Agenda Memorandum)

COPY

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made this 29th day of November, 2011 ("Effective Date"), by and between the SCHOOL BOARD OF ST. LUCIE COUNTY, FLORIDA ("Lessor") and the CITY OF PORT ST. LUCIE, FLORIDA("Lessee").

WITNESSETH

WHEREAS, the Lessee is a Florida municipal corporation; and

WHEREAS, on January 25, 2011, the Lessor granted conceptual approval to a cooperative lease agreement, whereby Lessor would lease to Lessee certain property located in Port St. Lucie, Florida, for use as athletic fields in order to expand its T-ball program for residents of the City of Port St. Lucie, Florida, a copy of which is attached hereto as Exhibit A and incorporated herein by reference ("Conceptual Approval"); and

WHEREAS, the Lessor and Lessee desire to enter into a lease agreement, under the terms and conditions set forth in this Lease;

NOW, THEREFORE, in consideration of the mutual promises, convenants, and considerations herein contained, to be kept and performed by each of the parties hereto, the parties agree as follows, to wit:

1. Leased Premises.

(a) The Lessor leases to the Lessee those certain lands lying within the City of Port St. Lucie, St. Lucie County, Florida, known as a portion of the Port St. Lucie Elementary School site, described more particularly in Exhibit B, incorporated herein by reference("Leased Premises").

(b) In addition, the Lessee shall have a non-exclusive lease for the parking lot more particularly described in Exhibit B, which it will share with other tenants of the Port St. Lucie Elementary School site.

2. Term. ThisLease shall be for a period commencing as of the Effective Date and terminating on midnight of the 15 day of June, 2016.

3. Rent. The Lessee covenants and agrees to pay, in legal tender and lawful money of the United States at the time of payment, without demand, a total of One Dollar ($1.00) in advance payable on the date of execution of this Lease.

4. Use. The Leased Premises shall be used only for athletic fields and/or open space play/practice areas as set forth herein, and for no other purpose.

5. Alterations; Maintenance.

RECEIVED
NOV 28 2011
PARKS & RECREATION DEPT

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made this __ day of _____, 2011 ("Effective Date"), by and between the SCHOOL BOARD OF ST. LUCIE COUNTY, FLORIDA ("Lessor") and the CITY OF PORT ST. LUCIE, FLORIDA("Lessee").

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5. Alterations; Maintenance.

RECEIVED

NOV 28 2011

PARKS & RECREATION DEPT

(a) The Lessee shall obtain the express written consent of the Lessor prior to placing any structure on or making any alteration or improvement to the Leased Premises. Improvements made under the Prior Lease shall be deemed approved by the Lessor.

(b) The Lessee shall be responsible for obtaining and furnishing the Lessor with copies of Certificates of Insurance from any contractor or subcontractor hired by the Lessee to provide construction on or alteration or improvement to the Leased Premises during the term of this Lease, including automobile liability insurance, general liability insurance, and workers' compensation insurance. The Lessee shall deliver to the Lessor a certificate of such insurance, which shall name the Lessor as an additional insured (except on the workers' compensation insurance). The contractors and subcontractors shall obtain Waivers of Subrogation endorsements under each insurance policy in favor of the Lessor.

(c) The Lessee shall be responsible for all planning, permitting, site preparation, installation, and other costs associated with any improvement placed upon or made to the Leased Premises during the term of this Lease.

(d) The Lessee agrees to and shall be responsible for any renovation or modification of theathletic fields located on the Leased Premises that may be required to accommodate its use by Lessee ("Renovations").

(e) All improvements to the Leased Premises shall be undertaken in strict compliance with the State Uniform Building Code for Public Educational Facilities Construction as implemented through the State Requirements for Educational Facilities 2007 and 2009 Supplement, adopted by the Florida Board of Education through Fla. Admin. Code Rule 6A-2.0010.

(f) The Lessor does not expressly agree to any particular improvement made, or contracted for, by the Lessee during the term of this Lease. The interest of the Lessor shall not be subject to liens for improvements made or contracted for by the Lessor. The Lessee shall notify the contractor making any such improvement that the Lessor's liability for improvement is expressly prohibited by the Lease. The Lessee shall promptly pay all contractors and materialmen, and should any lien be made or filed against the Leased Premises, the Lessee shall bond against or discharge the same within ten (10) days after written request of the Lessor.

(g) The Lessee will keep the Leased Premises and all improvements in good order and repair, and in a clean, safe, and healthful condition at its own cost and expense. The Lessee agrees to mow the Leased Premises regularly and to maintain a neat and orderly appearance throughout the Leased Premises.

(h) The Lessee hereby understands and consents that other portions of the property is being leased to others. The lessee will cooperate with the other lessees to the extent possible on operational issues to minimize costs and disruption to each other's program.The Lessee shall share the parking lot described in Exhibit B with the other lessees. The Lessee shall coordinate with other lessees to maintain the parking lot.

6. Subleasing and Assignment. The Lessee agrees that neither this Lease nor any portion of the Leased Premises will be sublet or assigned without first securing the written approval of the Lessor.If any portion of the Leased Premises is sublet, the sublessee shall be responsible for maintaining the same insurance as required of the Lessee in Section 7 of this Lease.

7. Indemnification; Insurance.

(a) The Lessee agrees forever to save and keep harmless and fully indemnify the Lessor, its officers, employees, and agents of and from all losses, liabilities, damages, claims, actions, legal proceedings, settlements, judgments, recoveries, costs, and expenses because of loss of, or damage to, property, or injury to or deaths of persons in any way arising out of or in connection with the occupancy of use of the Leased Premises by the Lessee, its employees, agents, or assigns, or the public, including but not limited to any loss or action resulting from the failure of the Lessee to comply with its obligations under this Lease.

(b) The Lessee shall, at is sole cost and expense, cause to be placed in effect immediately upon commencement of this Lease, and shall maintain in full force and effect during the term hereof, commercial general liability insurance, including contractual liability, to cover the hold harmless agreement set forth herein, with the 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 – any one fire	$1,000,000
Medical Expense - any one person	$10,000

The Lessee shall deliver to the Lessor a certificate of such insurance, which shall provide that coverage shall not be cancelled without at least thirty (30) days prior written notice to the Lessor, and shall name the Lessor as an additional insured.

(c) The Lessee shall be responsible to for obtainingproperty insurance for any of its own property (buildings, contents, outdoor property, etc.) located on the Leased Premises.

8. Net Lease. The Lessee expressly understands and agrees that the Lessor shall not in any manner whatsoever be responsible or liable for any cost or expense incurred by the Lessee in any of the development, operation, or maintenance of the Leased Premises, nor for any fee, levy, or assessment, upon the Leased Premises during the term of this Lease, and any and all such costs and expenses shall be the sole responsibility and obligation of the Lessee. The Lessee agrees that this Lease shall be a completely net Lease for the Lessor; that the Lessor shall not be responsible during the term of this Lease for any cost, damage, expense, or outlay of any nature whatsoever arising from or relating to the Leased Premises; and that the Lessee shall pay all charges, impositions, fees, levies, assessments, costs, and expenses of every nature and kind relating to the Leased Premises and the development, operation, and maintenance by the Lessee

of and upon the Leased Premises. The Lessee will not suffer or permit any construction lien or other lien for work, labor, services, or materials to be attached to the Leased Premises or any part thereof or to any building or improvement constructed thereon.

9. Utilities. The Lessee shall during the term of this Lease be solely responsible for and promptly pay all charges for telephone, electricity, water, and all other utilities used or consumed on the Leased Premises, and for the removal of rubbish therefrom, and shall hold the Lessor harmless from any liability for such charges. In no event shall the Lessor be liable for any interruption or failure in the supply of any such utility to the Leased Premises.

10. [This Section is left intentionally blank.]

11. Americans with Disabilities Act. The Lessee shall be responsible for compliance upon the Leased Premises with all requirements of the Americans with Disabilities Act, and shall indemnify, defend, and save the Lessor harmless from any claim, damage, or loss resulting from the Lessee's failure to comply with the Act, which indemnification shall survive the termination of this Lease.

12. Sole Agreement. This Lease constitutes the sole and only agreement of the parties and supersedes any prior understanding or written or oral agreement between the parties respecting the subject matter within it, including but not limited to the Prior Lease.

13. Amendment. No amendment, modification, or alteration of the terms of this Lease shall be binding unless the same shall be in writing and duly executed by the parties.

14. Notices. All notices to be given under this Lease shall be addressed to the proper party at the following addresses:

Lessor:

School Board of St. Lucie County, Florida
4204 Okeechobee Road
Fort Pierce, Florida 34947
Attn: Executive Director of Facilities
With Copy to: Daniel Harrell, Attorney

Lessee:

The City of Port St. Lucie, Florida
121 S.W. Port St. Lucie Blvd.
Port St. Lucie, FL 34984
Attn: _____
With Copy to: _____

15. Termination.

(a) In the event the Leased Premises shall be deserted, abandoned, or vacated for more than ninety (90) days or if default be made in performance of the covenants and agreements in this Lease, the Lessor may, if it so elects at any time thereafter, terminate this Lease upon giving to the Lessee forty-five (45) days notice in writing.

(b) Notwithstanding any other provision of this Lease, at any time after the Effective Date, the Lessor may terminate this Lease upon giving to the Lessee ninety (90) days notice in writing.

(c) Upon the giving of any notice as provided in paragraph (a) or (b) above, this Lease and the term thereof shall terminate, expire, and come to an end on the date fixed in such notice as if such date were the date originally fixed in this Lease for the termination or expiration.

IN WITNESS WHEREOF, the Lessor and the Lessee have executed this Lease as of the day and year first above-written.

Lessor:

Attest:

SCHOOL BOARD OF ST. LUCIE COUNTY, FLORIDA

Michael J. Lannon
Superintendent and Ex Officio Secretary

By: Kathryn Hensley, Chair 10-25-11

Lessee:

Attest:

CITY OF PORT ST. LUCIE, FLORIDA

Karen A. Phillips, City Clerk

By: JoAnn Faiella, Mayor

CITY OF PORT ST. LUCIE CORPORATE SEAL 1961 FLORIDA

EXHIBIT A

[CONCEPTUAL APPROVAL]

Approved by the School Board
of St. Lucie County on 1-25-11

Kathryn Hensley, Chairman

January 25, 2011 Regular Workshop
Agenda Item #13

Title
Conceptual Approval of Cooperative Lease Agreement - Port St. Lucie Elementary School Site

Description

The School District has had a collaborative agreement with the Agricultural and Labor Progr
for about 3 decades. By this agreement, the School Board has provided $1,000 for ALPI to
modular buildings that provide an early learning center for pre-kindergarten students.

Currently, ALPI has a facility at Village Green Environmental Studies School (VGESS) that ser
students. They also have a rental facility at 1420 SE Westmoreland Boulevard, Port St. Lucie,
Club West area. ALPI only has two facilities in Port St. Lucie and they both are located on the
City and are not centrally located in Port St. Lucie. The facility at VGESS has sev
issues that have caused concern for the school. The District has explored solutions to the ov
concerns and reorganized another campus location could provide better service to the families

In 2009, Port St. Lucie Elementary School (PSLE) was closed. The main building is that sch
demolished because it was beyond its useful life. That campus currently has a cafeteria, 10 r
classroom wing, and 8 portable classrooms. The 8 portable classrooms and cafeteria are ope
modular classroom wing has an air-conditioning system that requires a chiller. The chiller pa
demolished as part of the work in 2009. In order to use the wing, a new chiller or different t
conditioning unit must be installed. The cost to do this work is approximately $160,000.

District has presented the opportunity to ALPI to utilize the classroom building at the PSLE site
indicates they would like to proceed with a lease for the site. This would allow them to expa
economical service to families in Port St. Lucie.

Staff has had a variety of discussions pertaining to the remainder of the property. Port St. Lucie Parks and R
Department has expressed interest in demolishing and using the athletic fields adjacent to Lawnwood Park. Th
City to expand the T-Ball program. The Boys and Girls Club (BGC) has also expressed interest in using the
and Girls Club Clubhouse. The program is similar to an after-care program that allows a teach-related parent
can become a member of the clubhouse for an annual cost of $50 or $20. The annual tuition cost program at
$4 per week. The BGC is seeking program funding to operate another clubhouse in St. Lucie County
facilities, offer the same, year round school child development opportunities in the area.

This would allow the school district to:

- Solve the operational issues at VGESS
- Generate any operational savings for maintaining the PSLE school site
- Circumvent of the capital expenses

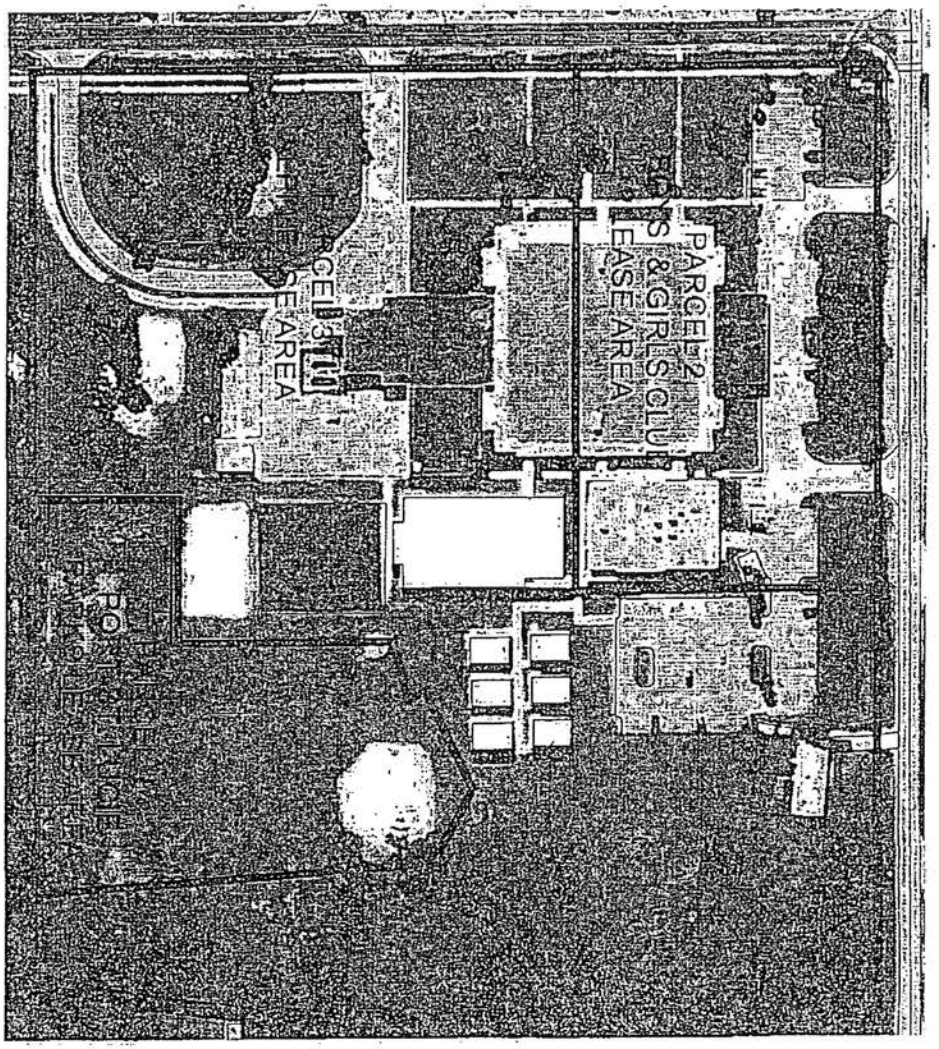
Recommendation
The Staff recommends recommending the Board approve a conceptual use for the facility and direct staff to w
agreements with ALPI, the City of Port St. Lucie, and the Boys and Girls Clubs of St. Lucie County

My Contact
Mary E. Sauder, P.E.
Executive Director of Growth Management, Land Acquisition, Inter-Governmental Relations, Facilities & Ma

phone 772-340-4109

Financial Impact
No direct cost to the District. The proposed use will provide a cost avoidance of about $ 20,0
facilities and provide utilities to the site. It will also provide approximately $30,000 capital a
facility that will benefit the District facility.

[LEASED PREMISES]



LEGAL DESCRIPTION

A parcel of land lying in Section 29, Township 36 South, Range 40 East, St. Lucie County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Section 29; thence South 00°18'30" East, along the East line of said Section 29, a distance of 845.87 feet; thence South 89°41'05" West, a distance of 228.33 feet to the POINT OF BEGINNING of the following described parcel:

Thence South 04°04'25" East, a distance of 374.81 feet; thence South 89°41'30" West, a distance of 359.17 feet; thence North 00°04'48" East, a distance of 137.17 feet; thence North 89°41'30" East; a distance of 129.53 feet; thence North 00°04'48" East, a distance of 200.12 feet; thence North 75°44'06" East, a distance of 54.83 feet; thence North 27°31'52" West, a distance of 18.07 feet; thence North 63°35'45" East, a distance of 99.41 feet; thence South 62°23'15" East, a distance of 77.55 feet to the POINT OF BEGINNING

Containing 2.287 acres, more or less.

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON. THERE HAS BEEN NO FIELD WORK VIEWING OF THE SUBJECT PROPERTY OR MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON.

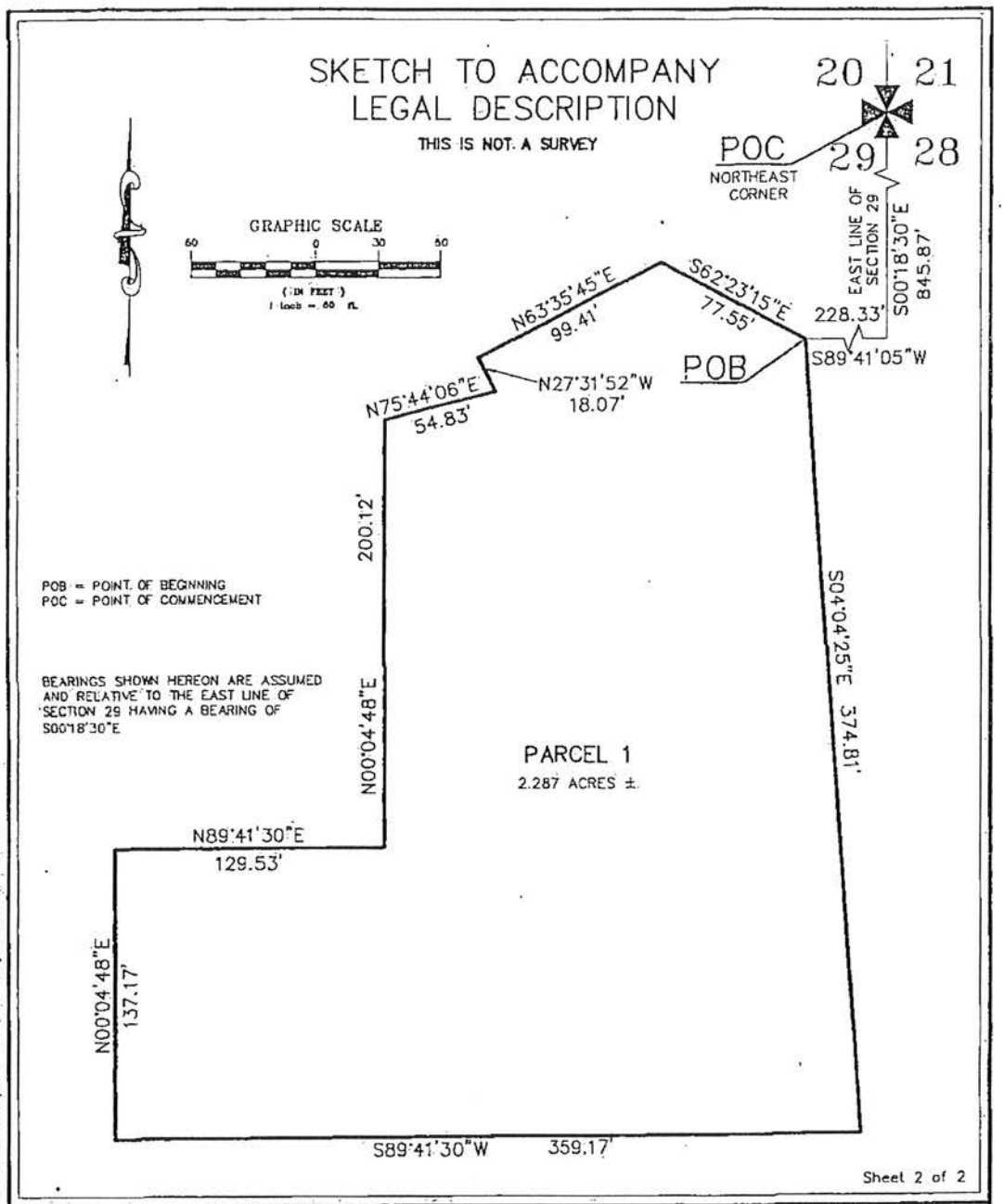
NOTE: LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHT-OF-WAY AND/OR EASEMENTS OF RECORD.

Michael T. Kolodziejczyk
Professional Surveyor and Mapper
Florida Certificate No. 3864

8-22-2011
Signature Date

Sheet 1 of 2

DESCRIPTION OF PARCEL 1 PORT ST. LUCIE PARKS LEASE AREA	File: 11-146 Parcel-1.dwg Date: 8-17-2011 Tech: GLM	CULPEPPER & TERPENING, INC CONSULTING ENGINEERS | LAND SURVEYORS 2980 SOUTH 25th STREET PORT PIERCE, FLORIDA 34981 PHONE 772-464-3537 FAX 772-464-9497 www.cteng.com STATE OF FLORIDA CERTIFICATION No. [illegible]



SKETCH OF DESCRIPTION
OF
PARCEL 1
PORT ST. LUCIE
PARKS LEASE AREA

File: 11-146 Parcel-1.dwg
Date: 8-17-2011
Tech: GLM

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET
FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 FAX 772-464-9497
www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 4246

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 10D
Meeting Date: 7/11/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager
Patricia Roebling, Assistant City Manager-Administrative Services

FROM: Brad Keen, Assistant Director, Parks & Recreation

Agenda Item: Ordinance: An Ordinance Authorizing the City Manager of the City of Port St. Lucie to Enter into a Second Amendment to the Lease Agreement between the City of Port St. Lucie and the Southwestern Port St. Lucie Little League, Inc.; Providing an Effective Date. 16-45

Submittal Date: 6/22/2016

STRATEGIC PLAN LINK: 2030 Guiding Principles, Principle C- Friendly Community for All Ages; Principle H- Leisure Opportunities For An Active Lifestyle

BACKGROUND: The City of Port St. Lucie ("City") entered into a Lease Agreement with the Southwestern Port St. Lucie Little League, Inc. ("SWPSLLL"), on September 27, 2011. Thereafter, a First Amendment to Lease Agreement between the City of Port St. Lucie and Southwestern Port St. Lucie Little League, Inc. was executed on June 25, 2014. The First Amendment to Lease Agreement amended the original Lease Agreement to include an additional area to the leased premises, trash removal and pest control, modify improvements and maintenance, modify liability and insurance, and accommodate disabled individuals. The First Amendment to Lease Agreement terminated on February 28, 2016.

ANALYSIS: The Second Amendment to Lease Agreement between the City and SWPSLLL restates the terms and conditions of the original Lease Agreement, the modifications made thereto by the First Amendment to Lease Agreement, and seeks to amend the term of the lease. The Second Amendment to Lease Agreement will commence as of the Effective Date and will terminate on the 10th day of March, 2023. This date was selected to coincide with the termination date of the other two Lease Agreements with the Little League Recognized Users.

FINANCIAL INFORMATION: The Lessee, Southwestern Port St. Lucie Little League, Inc., shall be responsible for the provision and payment of all utilities used in the operation of the leased facilities described as "Concession Stand." Payments are to be made quarterly and are due on the first of the month for each quarter. Payments received after the fifth day of the month in which they are due shall incur a late penalty fee of Fifty Dollars ($50.00). Further, Lessee shall pay an administrative processing fee of Two Hundred Fifty Dollars ($250.00) for the renewal of the lease.

LEGAL INFORMATION: The Ordinance and Second Amendment to Lease Agreement have been reviewed and approved as to legal form and sufficiency by Thomas F. Mullin, Esq. on behalf of Azlina Goldstein Siegel, Interim City Attorney.

STAFF RECOMMENDATION: Approval.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 7/11/2016

LOCATION OF PROJECT: Whispering Pines Park

ATTACHMENTS:

1. Ordinance and Second Amendment to Lease Agreement attached thereto as Exhibit "A"
2. Map of Whispering Pines Park
3. First Amendment to Lease Agreement
4. Lease Agreement

cc: Sherman Conrad, Director, Parks & Recreation

RECEIVED

JUL 06 2016

CITY MANAGER'S OFFICE

COUNCIL ITEM 10D
DATE 7/11/16

ORDINANCE 16-45

AN ORDINANCE AUTHORIZING THE CITY MANAGER OF THE CITY OF PORT ST. LUCIE TO ENTER INTO A SECOND AMENDMENT TO THE LEASE AGREEMENT BETWEEN THE CITY OF PORT ST. LUCIE AND SOUTHWESTERN PORT ST. LUCIE LITTLE LEAGUE, INC.; 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 Lease Agreement between the City of Port St. Lucie and Southwestern Port St. Lucie Little League, Inc., for said leased premises located at Whispering Pines Park, 800 S.W. Darwin Blvd., Port St. Lucie, FL 34953, more particularly described in the Second Amendment to the 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:

_____
Azlina Goldstein Siegel, Interim City Attorney

EXHIBIT

"A"

SECOND AMENDMENT TO LEASE AGREEMENT

WHEREAS, on or about September 27, 2011, the City of Port St. Lucie ("City" or "Lessor") and the Southwestern Port St. Lucie Little League, Inc. ("Lessee" or "SWPSLLL"), a Florida non-profit corporation, entered into a Lease Agreement for property located at Whispering Pines Park on Darwin Boulevard in the City of Port St. Lucie, particularly described in the Exhibits attached to the Lease Agreement; and

WHEREAS, on or about June 25, 2014 the City and SWPSLLL amended the Lease Agreement with the First Amendment to include an additional area to the leased premises, trash removal and pest control, modify improvements and maintenance, modify liability and insurance, and accommodate disabled individuals; and

WHEREAS, the City and SWPSLLL wish to amend the Lease Agreement to modify the term of the lease; and

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference. All defined terms as used herein shall have the same meaning and effect as the Lease Agreement.
2. Section 2 of the Lease Agreement is hereby deleted in its entirety and replaced with the following:

   2. **TERM OF LEASE** This Lease shall commence as of the Effective Date and terminate on midnight of the 10th day of March, 2023.
3. The Second Amendment shall become effective when signed by all the parties and approved by the City Council of the City of Port St. Lucie.

4. Except as modified by this Second Amendment, the Lease Agreement remains unmodified and in full force and effect and the parties hereby ratify, confirm, and adopt the Lease Agreement, as amended, in accordance with the terms thereof.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Second Amendment to the 2011 Lease Agreement, this _____ day of _____, 2016.

CITY OF PORT ST. LUCIE

By: _____

Its: _____

Signed, sealed, and delivered in the presence of:

_____

Witness

Print Name: _____

_____

Witness

Print Name: _____

STATE OF FLORIDA

COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____, as _____ of the City of Port St. Lucie, a Florida municipal corporation, on behalf of the City of Port St. Lucie. He/she is personally known to me or has produced _____ as identification.

_____

Notary Public

My Commission Expires:

IN WITNESS WHEREOF, the parties have caused this Second Amendment to the 2011 Lease Agreement, this _____ day of _____, 2016.

SOUTHWESTERN PORT ST. LUCIE LITTLE LEAGUE, INC.

By: _____

Its: _____

Signed, sealed, and delivered in the presence of:

_____

Witness

Print Name: _____

_____

Witness

Print Name: _____

STATE OF FLORIDA

COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____, as _____ of the Southwestern Port St. Lucie Little League, Inc., on behalf of the Southwestern Port St. Lucie Little League, Inc. He/she is personally known to me or has produced _____ as identification.

_____

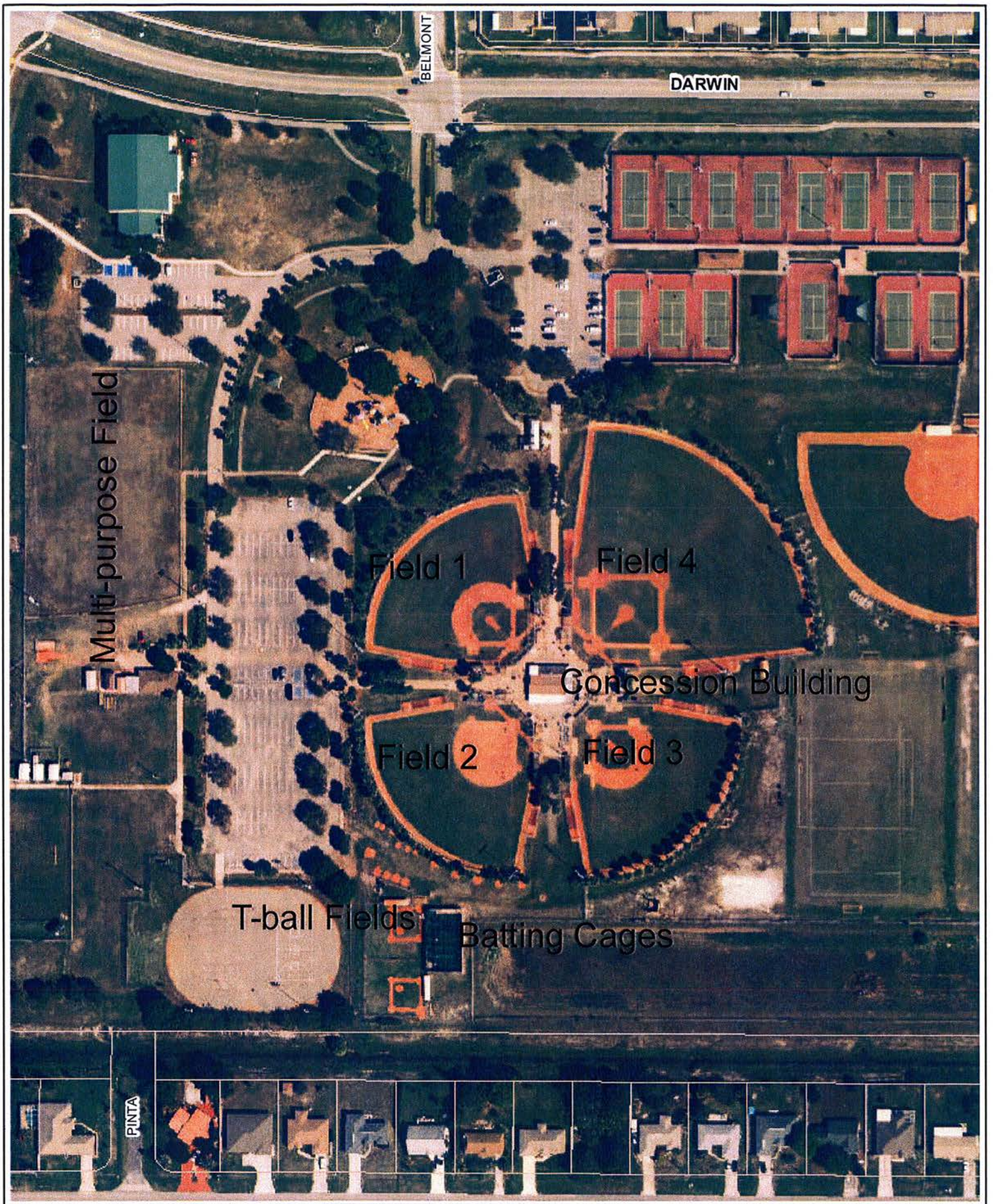
Notary Public

My Commission Expires:

ATTACHMENT

"2"

(to Council Agenda Memorandum)



Southwest Little League

Whispering Pines Park 800 S.W. Darwin Blvd.

Map produced by the City of Port St Lucie City Council Map Generator Website on: 6/21/2016

Scale:

0 0.0125 0.025 0.05

mi

ATTACHMENT

"3"

(to Council Agenda Memorandum)

FIRST AMENDMENT TO LEASE AGREEMENT BETWEEN THE CITY OF PORT ST. LUCIE AND SOUTHWESTERN PORT ST. LUCIE LITTLE LEAGUE, INC.

COPY

WHEREAS, on or about September 27, 2011, the City of Port St. Lucie ("City") and the Southwestern Port St. Lucie Little League, Inc., ("SWPSLLL") entered into a Lease Agreement for property located at Whispering Pines Park; and

WHEREAS, the City and SWPSLLL wish to amend the Lease Agreement to include an additional area to the leased premises, trash removal and pest control, modify improvements and maintenance, modify liability and insurance, and accommodate disabled individuals; and

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference. All defined terms as used herein shall have the same meaning and effect as in the Lease Agreement.
2. Section 1. LEASED PREMISES of the Lease Agreement is hereby amended to include the following:

   In addition to the concession stand area located at the center of the park, Lessor leases to Lessee the portion of the park inside the fenced area formerly known as "Skate City" on a temporary basis. Lessee's use of this portion of the park is non-exclusive and shall only be used by Lessee in the operation of its Little League program. Lessor may terminate the lease of this portion of the park at any time, with or without cause, by providing no less than ninety (90) days written notice to Lessee.

3. Section 3. PAYMENT OF UTILITIES of the Lease Agreement is hereby amended to include the following:

Le: ,e shall remove all trash from the leased p... ises to the trash receptacles located at Whispering Pines Park after each and every use of the leased premises. The Lessee shall be responsible for the safe and proper disposal of frying oil from the leased premises for the duration of this Lease Agreement and any extension or renewal thereof solely at Lessee's expense. The Lessee shall procure and maintain pest control services for the leased premises at all times for the duration of this Lease Agreement and any extension or renewal thereof solely at Lessee's expense.

4. Section 8. IMPROVEMENTS TO LEASED PROPERTY of the Lease Agreement is hereby amended to include the following:

All additions, changes, alterations, improvements, or new structures erected, placed, built or brought on the leased premises shall remain thereof and shall not be removed from the leased premises. At the expiration or termination of this Lease, all such additions, changes, alterations, improvements, and new structures erected, placed, built or brought on the leased premises shall be the property of the City.

Lessee shall be solely responsible for the construction and maintenance of all areas that are not accessed as public facilities of the structures built or brought on the leased premises, and keep them in good repair solely at Lessee's expense during the duration of this Lease.

Lessee shall be solely responsible for all maintenance and repairs of four (4) scoreboards and keep them in good repair solely at Lessee's expense for the duration of this lease.

Lessee agrees to nonuse of the fields for "downtime" rest and maintenance for 75 days per year as directed by Parks and Recreation.

Lessee shall be solely responsible for the maintenance of the air conditioning system and keep it in good repair for the duration of this Lease Agreement and any extension or renewal thereof solely at Lessee's expense.

5. Section 10 of the Lease Agreement is hereby deleted in its entirety and replaced with the following:

10. LIABILITY.

The City shall not be liable for damage claims from injury to persons or property from any cause relating to the occupancy, construction, improvement, maintenance, or operation of the leased premises by Lessee during the term of this Lease or any extension thereof. Lessee shall indemnify the City from all liability, loss or other damage claims or obligations resulting from any injuries or losses of this nature and, further from

any claims t nay arise as a result of Lessee's negligen s or omissions in constructing, improving, or maintaining the leased premises or in operating its games or Little League program, notwithstanding such accident, damage, claim, loss, action, lawsuit, judgment, liability and expense may have been caused in whole or part or negligence of City or any of City's officials, representatives, agents, servants, employees, and officers.

6. Section 11 of the Lease Agreement is hereby deleted in its entirety and replaced with the following:

11. INSURANCE.

A. Lessee shall procure and maintain in force at its own expense, during the term of this Lease and any extension thereof; public liability insurance, including third party bodily injury liability insurance coverage, with insurers and through brokers approved by the City. Said insurance coverage shall name and include the City of Port St. Lucie as an additional insured. Such insurance coverage shall be adequate to protect against liability for damage claims resulting from the negligent acts or omissions of Lessee in the operation of its Little League program and through public use of or arising out of accidents occurring within the Whispering Pines Park boundaries and the leased premises in a minimum amount of One Million and 00/100 Dollars ($1,000,000.00) for each person injured, One Million and 00/100 Dollars ($1,000,000.00) for any one accident, and One Million and 00/100 Dollars ($1,000,000.00) for property damage. The policy shall be delivered to the City for keeping and updated annually. Lessee shall obtain a written obligation from the insurers to notify the City in writing at least thirty (30) days prior to the cancellation or refusal to renew any policy.

B. Lessee may procure and maintain in force at its own expense, during the term of this Lease and any extension thereof; insurance for the contents of the leased premises. The City is not responsible for the loss or damage to the contents of the leased premises and will not procure and maintain insurance for the contents of the leased premises.

C. The City shall procure and maintain in force at its own expense, during the term of this Lease and any extension thereof; property damage insurance for the buildings/structures and property in the open ("PITO"). Property damage insurance shall be provided on a special cause of loss form, with replacement cost valuation.

D. Lessee may procure and maintain in force at its own expense, during the term of this Lease and any extension thereof; property damage insurance for the buildings/structures which Lessee built or brought on the leased premises before the execution of this Lease. The City is not responsible for the property damage or loss to

buildings/s .tures which Lessee built or brought on . leased premises before the execution of this Lease and will not procure and maintain insurance for buildings/structures which Lessee built or brought on the leased premises before the execution of this Lease.

E. Lessee may procure and maintain in force at its own expense, during the term of this Lease and any extension thereof; property damage insurance for the buildings/structures which Lessee builds or brings on the leased premises after the execution of this Lease. The City is not responsible for the property damage or loss to buildings/structures which Lessee builds or brings on the leased premises after the execution of this Lease and will not procure and maintain insurance for buildings/structures which Lessee builds or brings on the leased premises after the execution of this Lease.

F. In the event of damage to the leased premises, Lessee shall immediately notify the City of the damage to the leased premises upon its discovery.

7. Section 16 is hereby added to the Lease Agreement and states the following:

16. DISABLED INDIVIDUALS.

A. Lessee understands, recognizes, and warrants to the best of its knowledge that all common areas are, and shall at all times be maintained, in accordance with the requirements for disabled individuals contained in the Americans with Disabilities Act of 1990 (the "ADA") and Section 553.501 et seq. of the Florida Statutes, as presently written and as may be hereafter amended.

B. Lessee further warrants that the leased premises and access thereto, including but not limited to restrooms, hallways, entryways to the street, and accessible parking, if parking is provided under the Lease Agreement, shall be in compliance with the accessibility standards for government programs contained in the ADA and all requirements of Section 553.501 et seq. of the Florida Statutes. Lessee covenants and agrees that the leased premises and access thereto shall at all times be maintained in accordance with the requirements of Section 255.21 of the Florida Statutes at Lessee's cost and expense.

C. Lessee agrees to correct any and all violations of the obligations of the Lessee under this Article within ninety (90) days of written notice by the City of the existence of the same, provided that, if such violations cannot feasibly be corrected within said ninety (90) day period, then Lessee agrees to commence such repairs within said ninety (90) day period and to diligently pursue the completion of same within a reasonable period thereafter.

D. City recognizes and agrees that throughout the term of the Lease Agreement, Lessee may in its discretion change its employees or programs, which operate from the Leased Premises. City agrees that Lessee may, at Lessee's expense and subject to City's prior reasonable written approval, make such changes to the Leased premises or the access thereto as may be required by Lessee to accommodate disabled individuals or to provide program accessibility in connection with any such change in Lessee's programs or work force.

8. The First Amendment shall become effective when signed by all parties and approved by the City Council of the City of Port St. Lucie.

9. Except as modified by this First Amendment, the Lease Agreement remains unmodified and in full force and effect and the parties hereby ratify, confirm and adopt the Lease Agreement, as amended, in accordance with the terms thereof.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS W. .REOF, the parties have caused th. First Amendment to the 2011 Lease Agreement, this 25th day of June, 2014.

Signed, sealed and delivered
in the presence of:

Mary Ann Verillo
Witness
Print Name: Mary Ann Verillo

Jasmin Padova
Witness
Print Name: Jasmin Padova

CITY OF PORT ST. LUCIE, a FLORIDA municipal corporation

By: Jeffrey Bremer
Jeffrey Bremer, City Manager

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 25 day of June, 2014, by Jeffrey Bremer, as 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.

MARY ANN VERILLO
Notary Public - State of Florida
My Comm. Expires Jun 9, 2015
Commission # EE 64992
Bonded Through National Notary Assn.

Mary Ann Verillo
Notary Public
MARY ANN VERILLO
Typed, printed or stamped name of Notary Public

My Commission Expires:

APPROVED AS TO FORM AND CORRECTNESS

Brennan Keeler
Staff Attorney

Signed, sealed and del .ed
in the presence of:

Witness
Print Name: Bobby Jeck

Witness
Print Name: Robert Trimarco

SOUTHWES. .RN PORT ST. LUCIE
LITTLE LEAGUE, INC.

By: Shawn Lewis
Shawn Lewis, President

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me this 2nd day of July, 2014, by Shawn Lewis, as President of the Southwestern Port St. Lucie Little League, Inc. ☐ He is personally known to me or ☐ has produced _____ as identification.

LISA P. MIDDOLETON
Commission # EE 870343
Expires May 6, 2017
Bonded Thru Troy Fain Insurance 800-385-7019

Notary Public
Lisa P. Middleton
Typed, printed or stamped name of Notary Public

My Commission Expires:

ATTACHMENT

"4"

(to Council Agenda Memorandum)

CITY OF PORT ST. LUCIE

CITY CLERK'S OFFICE

"A City for All Ages"

A CITY FOR ALL AGES

Letter of Transmittal

5-YEARS
3-1-11 THRU 2-28-16
QUARTERLY
PYMTS.

Date: October 3, 2011

To: Southwestern Port St Lucie Little League, Inc.
800 SW Darwin Blvd.
Port St Lucie, FL 34953

From: City Clerk's Office
City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port St. Lucie, Fl 34984

Re: 2011 Lease Agreement

Please find enclosed:

Fully executed **original** contract for your file.

X Fully executed **copy** of the contract for your file.

Other:

Sincerely,

Sherri Petty
Records Specialist
City Clerk's Office

LEASE AGREEMENT

THIS AGREEMENT is made this 27th day of September, 2011, by and between the **CITY OF PORT ST. LUCIE, FLORIDA**, a Florida municipal corporation, hereinafter referred to as "City", and the **SOUTHWESTERN PORT ST. LUCIE LITTLE LEAGUE, INC.**, a Florida non-profit corporation, hereinafter referred to as "Lessee". In consideration of the mutual covenants contained herein, the parties agree as follows:

1. **LEASED PREMISES**

Lessor leases to Lessee the premises consisting of a portion of the park known as Whispering Pines Park located on Darwin Boulevard in the City of Port St. Lucie. This portion shall be the concession stand area located at the center of the park, more particularly described in Exhibit "A", attached hereto and incorporated herein by reference.

2. **TERM OF LEASE**

The term of this Lease is for a period of five (5) years beginning on the 1st day of March, 2011, and terminating on the 28th day of February, 2016, at 12:01 a.m. This Agreement may be renewed for an additional five (5) year term, for a maximum duration of ten (10) years. Lessee may renew this Lease upon receipt of written notice to Lessor six (6) months prior to the expiration of this Lease. Renewal is at the discretion of the Lessor.

3. **PAYMENT OF UTILITIES**

Lesee shall be responsible for provision and payment for all utilities used in the operation of the leased facilities, described as "Concession Stand" in the attached Exhibit "A". Payments are to be made on quarterly basis to the City of Port St. Lucie. Payments

are due on the first of the month for each quarter. Any payments received after the 5th day of the month in which they are due shall be assessed an additional Fifty Dollars ($50.00) late penalty fee. Failure to timely pay shall be cause for termination of the Lease.

4. **PROCESSING FEE**

Lessee shall pay to the Lessor an administrative processing fee of Two Hundred and Fifty Dollars and 00/100 ($250.00) for the renewal of this Lease. The premises shall be inspected at least annually to ensure that the premises are being kept in satisfactory condition. Satisfactory condition determination shall be the sole discretion of the Parks and Recreation Director or its designee. Upon notice that the premise is not in satisfactory condition, Lessee shall have thirty (30) days to bring the premises into compliance. Failure to do so will be grounds for default and termination of this Lease.

5. **NOTICES**

All notices shall be directed to the following address:

City of Port St. Lucie
Parks and Recreation Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida 34984-5099
Attn: Director

Southwestern Port St. Lucie Little League, Inc.
265 SW Port St. Lucie Boulevard,
Box 192
Port St. Lucie, FL 34984
Attn: President

6. **USE OF LEASE PROPERTY**

The premises are to be used as a storage area; office and concession stand for the Lessee and shall be used for the furtherance of the community and civic goals of the Lessee. Lessee shall restrict its use to such purposes and shall not permit the use of the premises for any other purpose without the written consent of the Lessor; provided however, such consent shall not be unreasonably withheld. Lessee shall not use the

premises for any unlawful, hazardous, improper, or immoral use, nor allow any waste or nuisance on the premises.

Recognizing that concession facilities benefit the public and that, where possible, should be available for all scheduled events, Lessee consents and agrees to open, staff, and operate the concession facilities for all scheduled events at Whispering Pines Park; provided however, that Lessor, through its Parks and Recreation Department, shall provide Lessee two (2) weeks' advance notice of such scheduled events, except for events related to Lessee's own activities.

7. **IMPROVEMENTS TO LEASED PROPERTY**

During the term of the Lease, Lessee has the right, at its own expense, to improve or alter the premises. Improvements or alterations may include, but are not limited to, construction to expand concession facilities, storage space. Lessee covenants that such improvements and alterations shall be made in a workmanlike manner and in compliance with all applicable federal, state, and municipal law regulations. Prior to commencing construction of any such improvements, Lessee shall submit all plans and specifications to the Parks and Recreation Director and other appropriate departments of the Lessor for approval. The Lessor's approval shall not be unreasonably withheld. This provision is intended to insure that architectural continuity between the proposed structure and other structures is consistent with the planned overall use and development of Whispering Pines Park.

8. **IMPROVEMENTS TO LEASE PROPERTY**

Lessee shall be responsible for obtaining any and all necessary permits and approvals required for any improvements constructed pursuant to this Lease. All construction shall be performed by duly licensed by the City of Port St. Lucie. Prior to commencement of construction, any contractor shall provide to Lessor current certificates of insurance and proof of worker's compensation insurance satisfactory to Lessor. The existing structure, all additions, changes, and other improvements erected or placed on the premises shall remain thereon and shall not be removed therefrom, and all such permanent improvements and structures shall be the property of the City. Lessee shall be responsible for the construction and maintenance of all areas that are not accessed as public facilities and keep them in good repair, solely at the Lessee's expense, during the duration of this Lease.

9. **NON DISCRIMINATION**

As a further condition of this Lease, Lessee shall not, in the use of occupation of the premises or in the conduct of the Lessee's activities, discriminate against any worker, employee, applicant, participant, player, coach, manager, or any member of the public, because of race, creed, color, religion, age, sex, or national origin, nor otherwise commit a discriminatory act.

10. **LIABILITY**

Lessor shall not be liable for damage claims from injury to persons or property from any cause relating to the occupancy, construction, improvement, maintenance, or operation of the premises by Lessee during the term of this Lease or any extension

thereof. Lessee shall indemnify Lessor from all liability, loss or other damage claims or obligations resulting from any injuries or losses of this nature and, further, from any claims that may arise as a result of Lessee's construction of improvements to the park.

11. **INSURANCE**

Lessee shall procure and maintain in force at its own expense, during the term of this Lease and any extension thereof, public liability insurance with insurers and through brokers approved by the Lessor. Said insurance coverage shall name and include the City of Port St. Lucie as an additional insured. Such coverage shall be adequate to protect against liability for damage claims through public use of or arising out of accidents occurring within the leased premises in a minimum amount of One Million Dollars ($1,000,000.00) for any one accident and One Million Dollars ($1,000,000.00) for property damage. The policy shall be delivered to City for safekeeping. Lessee shall provide to Lessor a written obligation from the insurers to notify Lessor, in writing, at last thirty (30) days prior to the cancellation or refusal to renew any policy.

12. **ASSIGNMENT**

Lessee shall not assign this Lease to another party without the express written approval of Lessor.

13. **BREACH OF LEASE**

The failure of Lessee to comply with each and every term and condition of this Lease shall constitute a breach of this Lease. Southwestern Port St. Lucie Little League shall have thirty (30) days after the date of written notice of any breach to correct the condition specified in the notice or, if the corrections cannot be made within the thirty (30)

day period, Lessee shall have a reasonable time to correct the default, if corrective action is commenced by Lessee within fifteen (15) days after receipt of the notice.

14. **TERMINATION OF LEASE**

In the event that the Lessee breaches this Lease, City shall have the right to terminate this Lease, and upon termination all structures and improvements to the premises made by the Lessee shall become the sole and exclusive property of the Lessor. Lessor has the right upon ninety (90) days written notice prior to any anniversary date of this Lease, to terminate this Lease, with or without cause, and upon such anniversary date re-take possession of the leased premises.

15. **REMEDIES**

Any and all remedies provided to Lessor for the enforcement of the provisions of this Lease are cumulative and non-exclusive and Lessor shall be entitled to pursue either the rights enumerated in this Lease or remedies authorized by law, or both. Lessee shall be liable for any costs or expenses incurred by Lessor in enforcing any terms of this Lease or in pursuing any legal action for the enforcement of the Lessor's rights.

17. **VENUE**

The laws of the State of Florida shall govern this Lease and venue of any proceedings hereunder shall be in a court of proper jurisdiction in St. Lucie County, Florida.

IN WITNESS THEREOF, the parties have set their hands and seals on the day and year above written.

CITY OF PORT ST. LUCIE

BY: _____
Jerry A. Bentrott
City Manager

ATTEST:

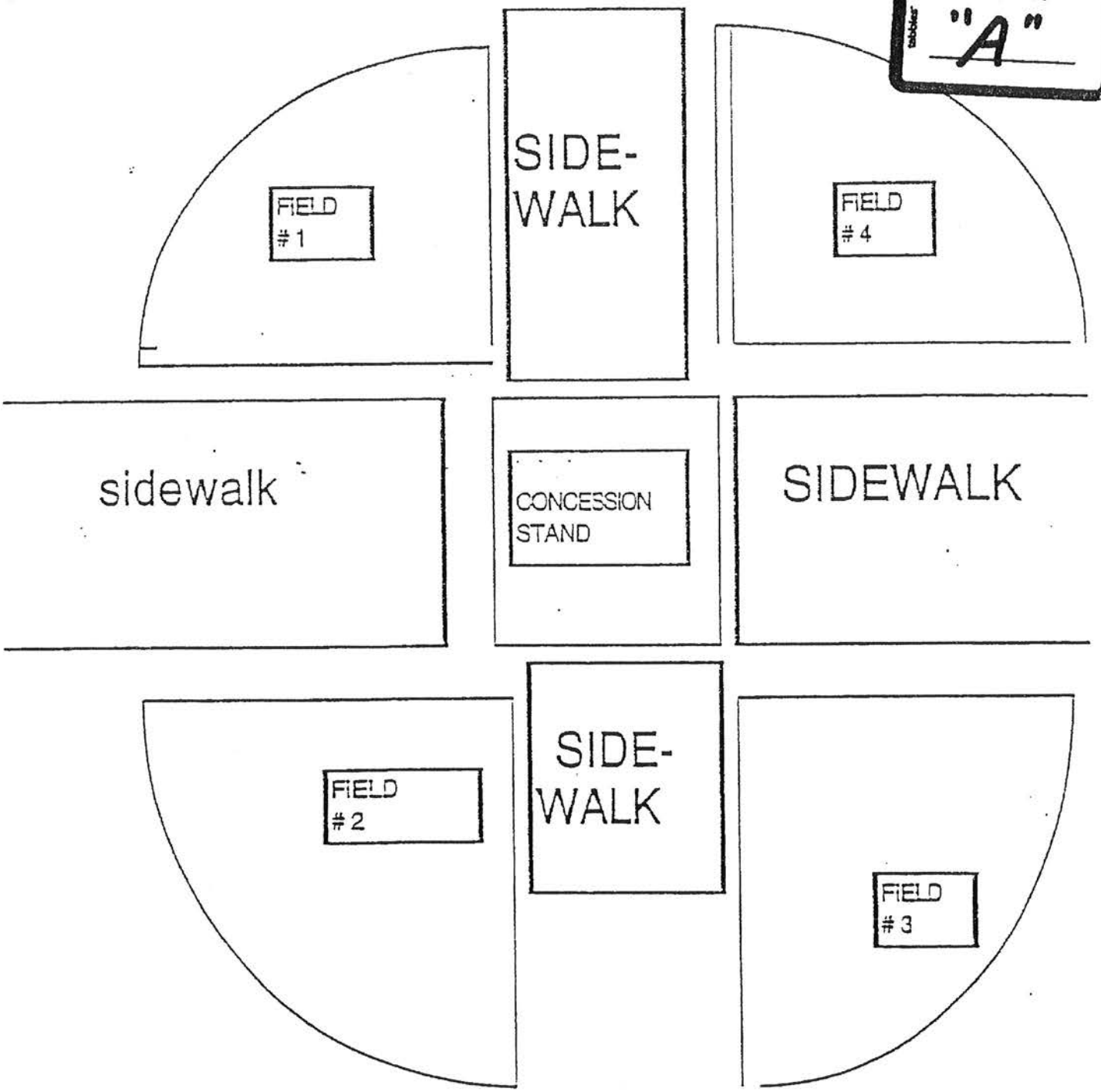
_____
Karen Phillips, City Clerk

SOUTHWESTERN PORT ST. LUCIE LITTLE LEAGUE.

BY: _____ 3 Sept 2011
Shawn Lewis, President

Cenise/lease/lease agreements/sw pal little league lease agreement

EXHIBIT "A"



WHISPERING PINES PARK
SOUTHWESTERN PSL LITTLE LEAGUE

Exhibit A

COUNCIL ITEM 8A
DATE 9/26/11

~~COUNCIL ITEM 10B~~
~~DATE 9/12/11~~

ORDINANCE 11-74

AN ORDINANCE AUTHORIZING THE CITY MANAGER OF THE CITY OF PORT ST. LUCIE TO ENTER INTO A LEASE AGREEMENT BETWEEN THE CITY OF PORT ST. LUCIE AND THE SOUTHWESTERN PORT ST. LUCIE LITTLE LEAGUE, INC; 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 the Lease Agreement between the City of Port St. Lucie and the Southwestern Port St. Lucie Little League, said leased premises located in Whispering Pines Park on Darwin Boulevard, more particularly described in the Lease Agreement attached hereto as Exhibit "A" and by reference incorporated herein.

Section 2. This Ordinance shall become effective immediately upon its final adoption.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this 26th day of September, 2011.

CITY OF PORT ST. LUCIE CORPORATE SEAL 1961 FLORIDA

CITY COUNCIL
CITY OF PORT ST. LUCIE

BY: _____
JoAnn M. Faiella, Mayor

ATTEST:

_____
Karen A. Phillips, City Clerk

APPROVED AS TO FORM:

_____
Roger G. Orr, City Attorney

H:\denise\ordinances\ordinances - 2011\PSL Little League lease

MEMORANDUM

TO: JERRY A. BENTROTT, CITY MANAGER

FROM: PAM E. BOOKER HAKIM, SENIOR ASSISTANT CITY ATTORNEY

DATE: SEPTEMBER 7, 2011

SUBJECT: SOUTHWESTERN PORT ST. LUCIE LITTLE LEAGUE, INC. LEASE AGREEMENT/ORDINANCE

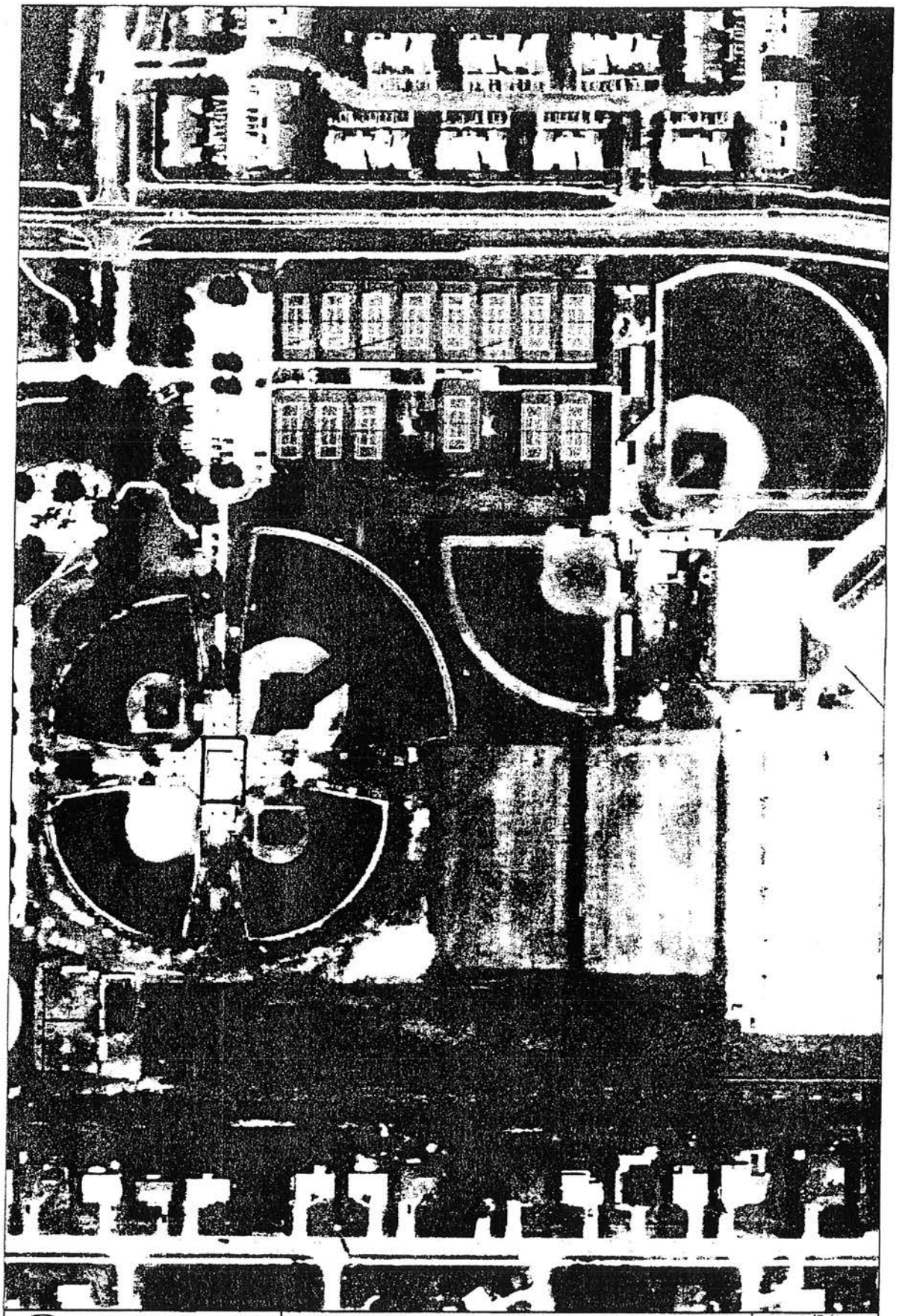
Attached for review and approval of the Port St. Lucie City Council is a Lease Agreement and corresponding ordinance authorizing the City Manager to enter into the Lease Agreement with the Southwestern Port St. Lucie Little League, Inc.

The Southwestern Port St. Lucie Little League shall pay to the City an administrative processing fee of $250.00. The Lessee will pay for all expenses associated with the Lease of the property including, but not limited to, all utilities, garbage collection, lawn and property maintenance, and any improvements or alterations to the premises.

Please place this item on the next available City Council agenda. Should you have any questions or need additional information, please contact me at 873.6525.

PBH/dmf
Attach.

RECEIVED
SEP 07 2011
City Manager's Office



Prepared by:
M.I.S. DEPARTMENT

P22011.DWG

AERIAL JAN 2009

DATE: 9/7/11

APPLICATION NUMBER:

CADD FILE NAME:
WHISPERING PINES

SCALE: 1"=125'

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 10E
Meeting Date: 7/11/16

TO: MAYOR AND CITY COUNCIL

THRU: JEFF BREMER, CITY MANAGER JB

FROM: AZLINA GOLDSTEIN SIEGEL, INTERIM CITY ATTORNEY AGS

AGENDA ITEM: ORDINANCE: AUTHORIZING THE RE-CONVEYANCE FROM THE CITY OF PORT ST. LUCIE TO TRADITION LAND COMPANY, AN IOWA LIMITED LIABILITY COMPANY, OF PREVIOUSLY DEDICATED ROAD RIGHTS OF WAY FOR TRADITION PARKWAY, WESTCLIFFE LANE AND THE SOUTHERN COLLECTOR ROAD, ALL FROM N/S "A" TO RANGE LINE ROAD, IN ACCORDANCE WITH CONDITION 12 OF THE AMENDED AND RESTATED DEVELOPMENT ORDER FOR THE WESTERN GROVE DRI, APPROVED AND ADOPTED AS RESOLUTION 16-R24 ON APRIL 25, 2016; PROVIDING AN EFFECTIVE DATE.

16-46

SUBMITTAL DATE: 7/5/2016

STRATEGIC PLAN LINK: Goal 3 – Balanced and Responsible Sustainable Growth.

BACKGROUND: The Western Grove Development of Regional Impact ("Western Grove DRI") is a proposed mixed-use master planned community that is located directly east of Range Line Road, south of the proposed extension of Crosstown Parkway and north of the Discovery Way right of way. See the General Location Map attached hereto as Attachment "1." Tradition Land Company, LLC, an Iowa limited liability company ("Tradition Land Company") is the present owner/developer, as successor in interest to Tradition Development Company, LLC and Horizons St. Lucie Development, LLC, of the subject property consisting of approximately 1,941.41 acres (the "Western Grove DRI Property").

To provide some background, the Western Grove DRI was approved by City Council on February 26, 2007 by its adoption of Resolution 06-R77. In accordance with the Transportation Conditions set forth in the Development Order ("DO") for the Western Grove DRI, the developer at the time, Horizons St. Lucie Development, LLC a Florida limited liability company ("Horizons") conveyed/dedicated certain roads and rights of way to the City by a Special Warranty Deed dated March 16, 2009 and recorded on March 24, 2009 in Official Records Book 3071 at Page 2651 of the Public Records of St. Lucie County, Florida. Said Special Warranty Deed included Horizons' conveyance of the following road rights of way:

1. Tradition Parkway from N/S "A" to Range Line Road;
2. N/S "A" from Discovery Way to Crosstown Parkway;
3. Westcliffe Lane from N/S "A" to Range Line Road;
4. And Southern Collector road from N/S "A" to Range Line Road

In light of new development plans and other influential factors, numerous changes to the transportation conditions were proposed in the Western Grove DRI Notice of Proposed Change ("NOPC") (Project No. P15-142). The proposed changes reflected a net decrease in traffic due to the reduced residential, retail and commercial development, and the connections to Range Line Road will no longer be required, especially in light of the developer's agreement to create a connection to Range Line Road via Crosstown Parkway.

On April 25, 2016, the City Council approved and adopted Resolution 16-R24, which amended and restated the DO for Western Grove DRI and thus superseded and replaced Resolution 06-R77. Condition 12 of Resolution 16-R24 requires the City to re-convey to the developer, within ninety (90) days of the adoption date of said Resolution, the following previously dedicated road rights of way:

1. Tradition Parkway from N/S "A" to Range Line Road;
2. Westcliffe Lane from N/S "A" to Range Line Road; and
3. Southern Collector road from N/S "A" to Range Line Road

ANALYSIS: In accordance with Condition 12 of Resolution 16-R24, the proposed Special Warranty Deed (the "Proposed Deed") re-conveying the above-listed road rights of way was prepared by the present owner/developer's legal counsel and is attached as Exhibit "A" to the Ordinance authorizing said conveyance. Said Ordinance is attached as Attachment "2" to this City Council Agenda Memorandum. The Proposed Deed and legal description of the road rights of way to be re-conveyed to Tradition Land Company have been reviewed and approved by the Public Works Department and the City Surveyor.

FINANCIAL INFORMATION: The owner/developer, Tradition Land Company, shall be responsible for payment of recording costs pursuant to Condition 12 of Resolution 16-R24.

LEGAL INFORMATION: The City Attorney's Office has worked with the Planning and Zoning Department, the Public Works Department and legal counsel for Tradition Land Company concerning this proposed conveyance and the Proposed Deed has been reviewed and is approved as to form and legal sufficiency by Azlina Goldstein Siegel, Interim City Attorney. The Ordinance authorizing the re-conveyance of the previously dedicated road rights of way has been drafted by the City Attorney's Office and is attached hereto as Attachment "2."

STAFF RECOMMENDATION: The City Staff involved with Western Grove DRI recommend approval.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: A brief presentation on this matter may be made by the Planning and Zoning Department, the Public Works Department, or the City Attorney's Office upon request.

RECEIVED

JUL 0 6 2016

CITY MANAGER'S OFFICE

REQUESTED MEETING DATE: 7/11/2016

LOCATION OF PROJECT: Western Grove DRI

ATTACHMENTS: General Location Map and Authorizing Ordinance with attached Proposed Deed.

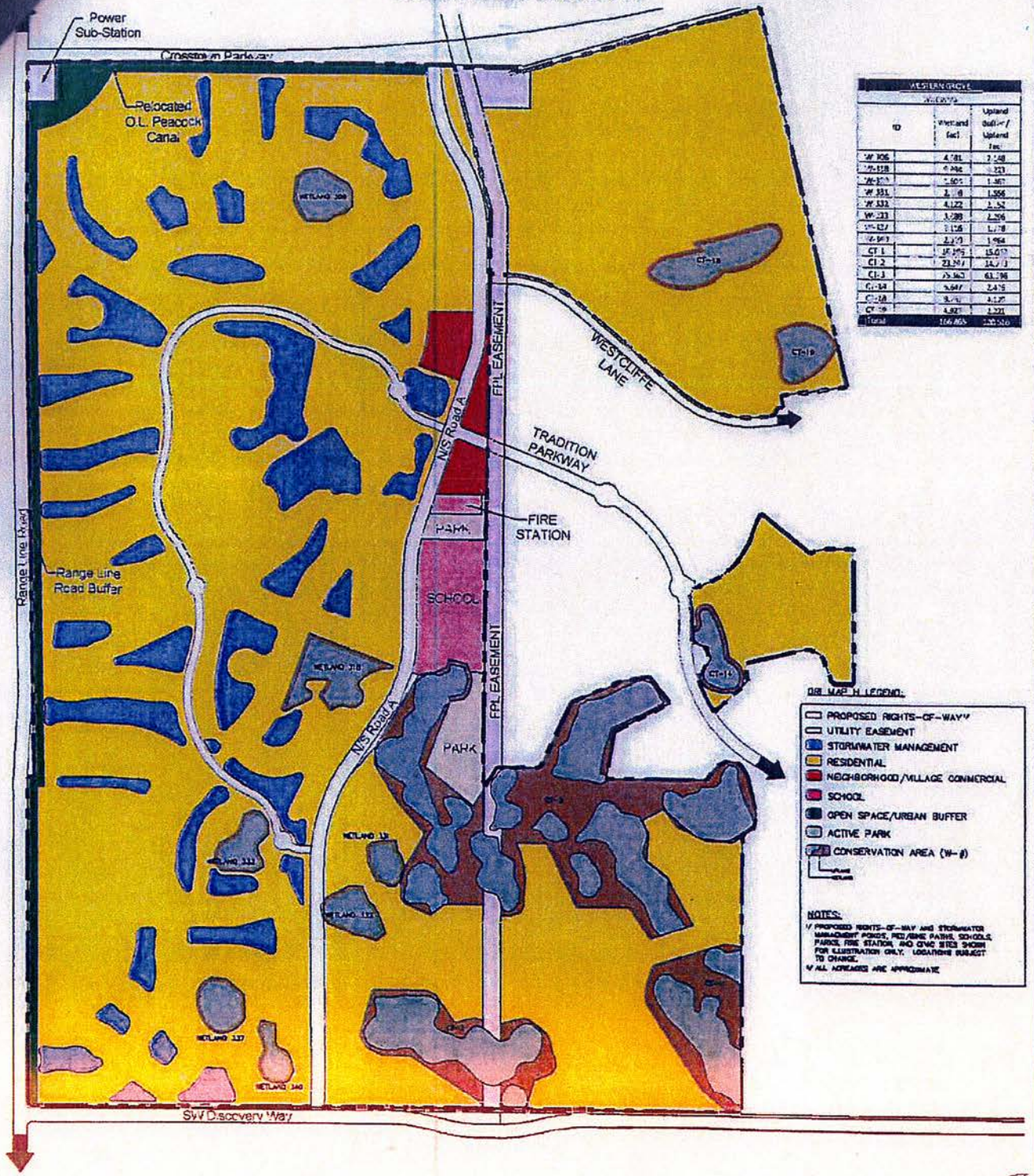
CITY COUNCIL
AGENDA MEMORANDUM

ATTACHMENT
"1"

CORRECTED 4-25-16 11A

EXHIBIT "B" TO EXHIBIT "1"

WESTERN GROVE



WESTERN GROVE		
ID	Wetland (ac)	Upland Buffer/ Upland (ac)
W-306	4,181	2,148
W-318	[illegible]	[illegible]
W-[illegible]	[illegible]	1,467
W-331	[illegible]	1,556
W-332	4,122	[illegible]
W-333	3,288	2,206
W-337	[illegible]	1,778
W-340	[illegible]	1,964
CT-1	[illegible]	15,0[illegible]
CT-2	23,[illegible]	14,[illegible]
CT-3	[illegible]	63,[illegible]
CT-14	[illegible]	2,4[illegible]
CT-18	[illegible]	4,1[illegible]
CT-19	4,92[illegible]	2,221
Total	106,865	[illegible]

WCI

WCI Communities
Owner

Lucido & Associates
Planning

lucido associates

Map H
Master Development Plan

CITY COUNCIL
AGENDA MEMORANDUM

ATTACHMENT
"2"

ORDINANCE 16 -46

AN ORDINANCE AUTHORIZING THE RE-CONVEYANCE FROM THE CITY OF PORT ST. LUCIE TO TRADITION LAND COMPANY, LLC, AN IOWA LIMITED LIABILTIY COMPANY, OF PREVIOUSLY DEDICATED ROAD RIGHTS OF WAY FOR TRADITION PARKWAY, WESTCLIFFE LANE AND THE SOUTHERN COLLECTOR ROAD, ALL FROM N/S "A" TO RANGE LINE ROAD, IN ACCORDANCE WITH CONDITION 12 OF THE AMENDED AND RESTATED DEVELOPMENT ORDER FOR THE WESTERN GROVE DRI, APPROVED AND ADOPTED AS RESOLUTION 16-R24 ON APRIL 25, 2016; PROVIDING AN EFFECTIVE DATE.

THE CITY OF PORT ST. LUCIE HEREBY ORDAINS:

Section 1. That there is hereby authorized the re-conveyance, by Special Warranty Deed (the "Proposed Deed") from the City of Port St. Lucie to Tradition Land Company, LLC, an Iowa limited liability company ("Tradition Land Company") of previously dedicated road rights of way for Tradition Parkway, Westcliffe Lane and the Southern Collector Road, all from N/S "A" to Range Line Road, in accordance with Condition 12 of the Amended and Restated Development Order for the Western Grove DRI, approved and adopted as Resolution 16-R24 on April 25, 2016, as said rights of way are no longer required for public use. The Proposed Deed shall serve to relinquish any ownership interest in the above-described rights of way that were previously conveyed to the City by Tradition Land Company's predecessor in title, Horizons St. Lucie Development, LLC, a Florida limited liability company, pursuant to that certain Special Warranty Deed dated March 16, 2009 and recorded on March 24, 2009 in Official Records Book 3071 at Page 2651 of the Public Records of St. Lucie County, Florida. The Proposed Deed together with the exhibit of the legal descriptions of the re-conveyances and/or abandonment of the previously conveyed road rights of way, is attached to this Ordinance as Exhibit "A," and is authorized and approved in substantially the same form attached hereto. The Mayor and City officials are hereby authorized to execute any and all documents necessary to complete this proposed real estate transaction.

Section 2. That this Ordinance shall become effective immediately upon adoption in order to comply with the requirement that the above-listed rights of way shall be re-conveyed to the Developer, which is presently the property owner Tradition Land Company, within ninety (90) days of the adoption date of Resolution 16-R24.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, this ____ day of _____, 2016.

CITY COUNCIL
CITY OF PORT ST. LUCIE

ATTEST:

_____
Karen A. Phillips, City Clerk

By:_____
Gregory J. Oravec, Mayor

APPROVED AS TO FORM:

By:_____
Azlina Goldstein Siegel,
Interim City Attorney

EXHIBIT

"A"

(to Authorizing Ordinance)

THIS INSTRUMENT PREPARED BY
AND RETURN TO:
Noreen S. Dreyer, Esq.
Greenspoon Marder P.A.
145 NW Central Park Plaza, Suite 200
Port St. Lucie, FL 34986

Parcel ID Number:

SPECIAL WARRANTY DEED

This Special Warranty Deed dated this _____ day of _____, 2016, by **CITY OF PORT ST. LUCIE, FLORIDA,** a Florida Municipal Corporation, whose mailing address is 121 S. W. Port St. Lucie Blvd., Port St. Lucie, Florida 34984-5099 ("Grantor") to **TRADITION LAND COMPANY, LLC**, an Iowa limited liability company, whose mailing address is 10489 SW Meeting Street, Port St. Lucie, Florida 34987 ("Grantee"):

(Whenever used herein the terms Grantor and Grantee shall include the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires)

Witnesseth, that said Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt of which is hereby acknowledged, has granted, bargained, and sold to said Grantee's successors and assigns forever, the following described land, situate, lying and being in the County of St. Lucie, State of Florida, to wit:

See Exhibit "A" attached hereto and made a part hereof (the "Property")

The Property was previously conveyed to Grantor for public road, stormwater, utility purposes and related uses only and no construction of public road, stormwater, utility purposes and related uses has been commenced as of the date hereof. Grantor has not used any portion of the Property for any public purpose.

Together with all tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining.

To have and to hold, the same in fee simple forever.

AND Grantor does hereby covenant with Grantee that Grantor is lawfully seized of the Property, that Grantor has good right and lawful authority to sell and convey said Property and hereby warrants the title to said Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but no other, and that the Property is free

from all encumbrances made by Grantor. This conveyance is subject to taxes and assessments for the year 2016 and subsequent years.

In Witness Whereof, Grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered
In the presence of:

CITY OF PORT ST. LUCIE, FLORIDA,
A Florida municipal corporation

(1)_____
Print Name:_____

By: _____
GREGORY J. ORAVEC, Mayor

(2)_____
Print Name: _____

ATTEST: _____
KAREN A. PHILLIPS, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
Interim City Attorney

STATE OF FLORIDA)
COUNTY OF ST. LUCIE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, the foregoing instrument was acknowledged before me by Gregory J. Oravec, as Mayor, authorized to act on behalf of the CITY OF PORT ST. LUCIE, a Florida municipal corporation. He is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal in the County and State aforesaid this ____ day of _____, 2016.

_____
Notary Public

_____
Typed, printed or stamped name of Notary Public

My Commission expires:

Special Warranty Deed

EXHIBIT

"A"

(Legal Description of the Property)

DESCRIPTION:

ALL OF THAT CERTAIN 80.00 FOOT WIDE RIGHT-OF-WAY FOR ROADWAY 5, AS DESCRIBED IN EXHIBIT A OF OFFICIAL RECORD BOOK 3071, PAGE 2651 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, SAID RIGHT-OF-WAY BEING BOUNDED ON THE WEST BY THE EAST RIGHT-OF-WAY LINE OF STATE ROAD S-609 (RANGELINE ROAD), AS RECORDED IN PLAT BOOK 21, PAGE 10 OF SAID PUBLIC RECORDS, AND ON THE EAST BY THE WEST RIGHT-OF-WAY LINE OF POWERLINE ROAD, AS DESCRIBED IN EXHIBIT C OF OFFICIAL RECORD BOOK 3071, PAGE 2612 OF SAID PUBLIC RECORDS, LYING 40.00 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF SAID STATE ROAD S-609 (RANGELINE ROAD) AND THE CENTERLINE OF SAID ROADWAY 5; THENCE S.89°19'38"E., A DISTANCE OF 662.01 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 1,500.00 FEET AND A CENTRAL ANGLE OF 10°20'41"; THENCE EASTERLY ALONG THE ARC A DISTANCE OF 270.83 FEET; THENCE S.78°58'57"E., A DISTANCE OF 239.72 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 1,500.00 FEET AND A CENTRAL ANGLE OF 01°38'38"; THENCE EASTERLY ALONG THE ARC A DISTANCE OF 43.04 FEET; THENCE S.80°37'35"E., A DISTANCE OF 231.43 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 3,000.00 FEET AND A CENTRAL ANGLE OF 08°55'35"; THENCE EASTERLY ALONG THE ARC A DISTANCE OF 467.38 FEET; THENCE S.89°33'10"E., A DISTANCE OF 303.08 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 1,500.00 FEET AND A CENTRAL ANGLE OF 14°50'10"; THENCE EASTERLY ALONG THE ARC A DISTANCE OF 388.41 FEET; THENCE S.74°43'00"E., A DISTANCE OF 200.26 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 1,500.00 FEET AND A CENTRAL ANGLE OF 01°30'06"; THENCE EASTERLY ALONG THE ARC A DISTANCE OF 39.32 FEET; THENCE S.76°13'06"E., A DISTANCE OF 396.51 FEET TO A POINT OF TERMINATION AT THE WEST RIGHT-OF-WAY LINE OF SAID POWERLINE ROAD.

LANDS SITUATE IN SECTION 18, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA. CONTAINING 5.954 ACRES MORE OR LESS.

NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO A RECORD BEARING OF S.00°01'22"E. ALONG THE EAST RIGHT-OF-WAY LINE OF STATE ROAD S-609 (RANGELINE ROAD), AS RECORDED IN OFFICIAL RECORD BOOK 3071, PAGE 2651 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.
4. THE "LAND DESCRIPTION" HEREON WAS PREPARED BY THE SURVEYOR.
5. DATA SHOWN HEREON WAS COMPILED FROM THE INSTRUMENT OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

CERTIFICATE:

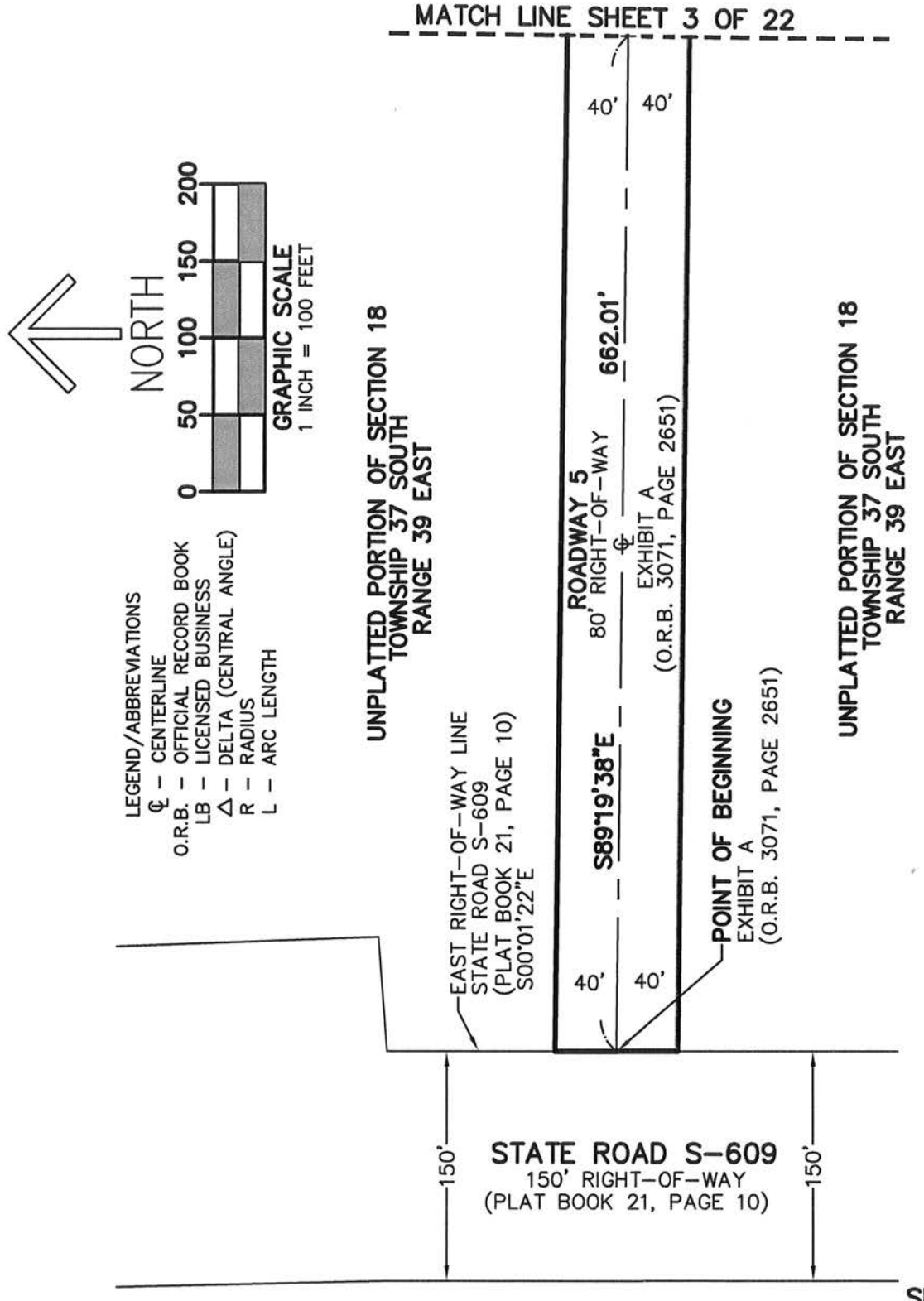
I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON JUNE 17, 2016. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING - LAND SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

WESTERN GROVE
ROADWAY 5 RIGHT-OF-WAY ABANDONMENT
SKETCH OF DESCRIPTION

DAVID P. LINDLEY
REGISTERED LAND
SURVEYOR NO. 5005
STATE OF FLORIDA
LB# 3591

DATE	6/28/16
DRAWN BY	JC
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7138ABAN2

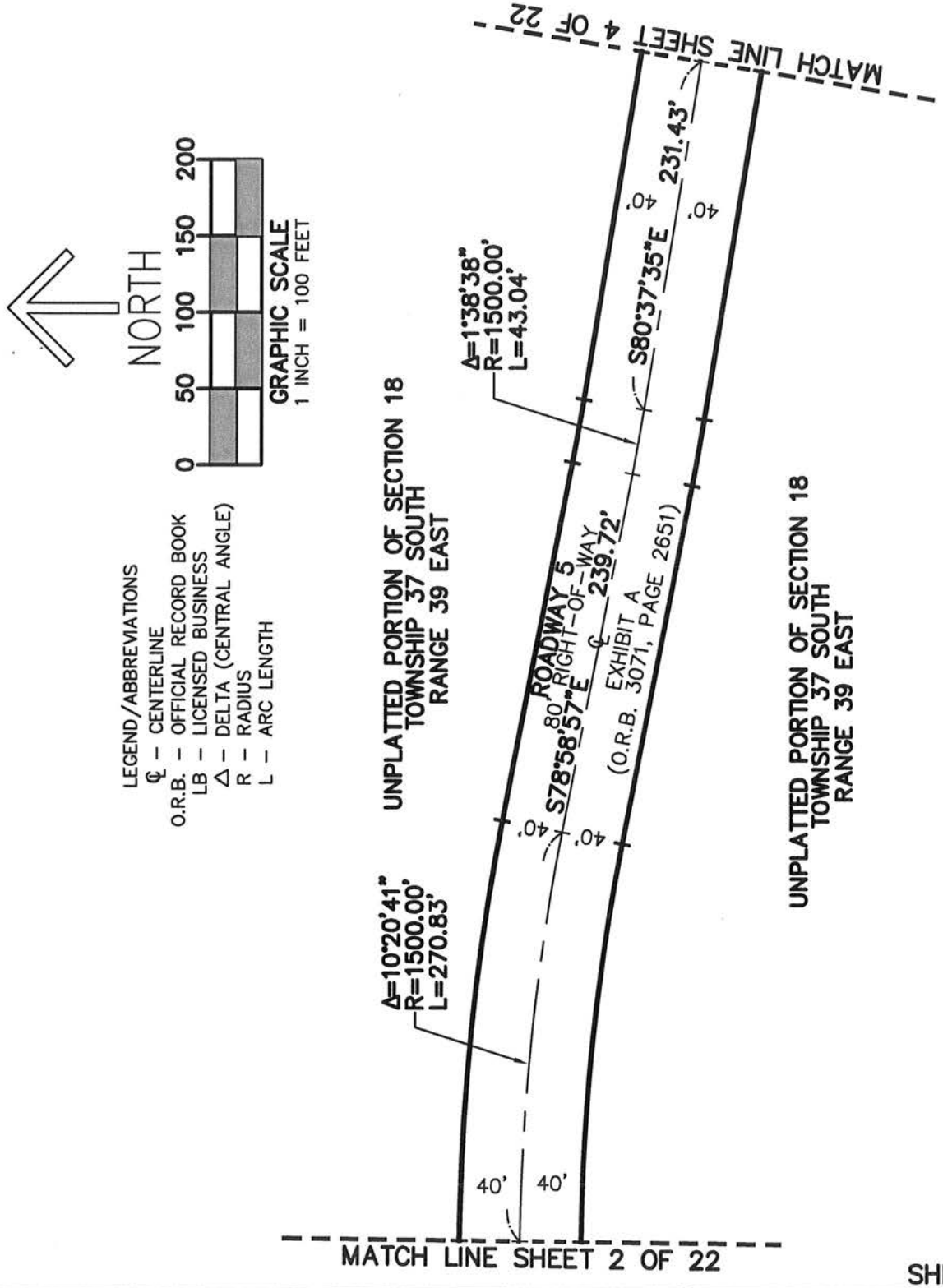


SHEET 2 OF 22

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING - LAND SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

WESTERN GROVE
ROADWAY 5 RIGHT-OF-WAY ABANDONMENT
SKETCH OF DESCRIPTION

DATE	6/28/16
DRAWN BY	JC
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7138ABAN2



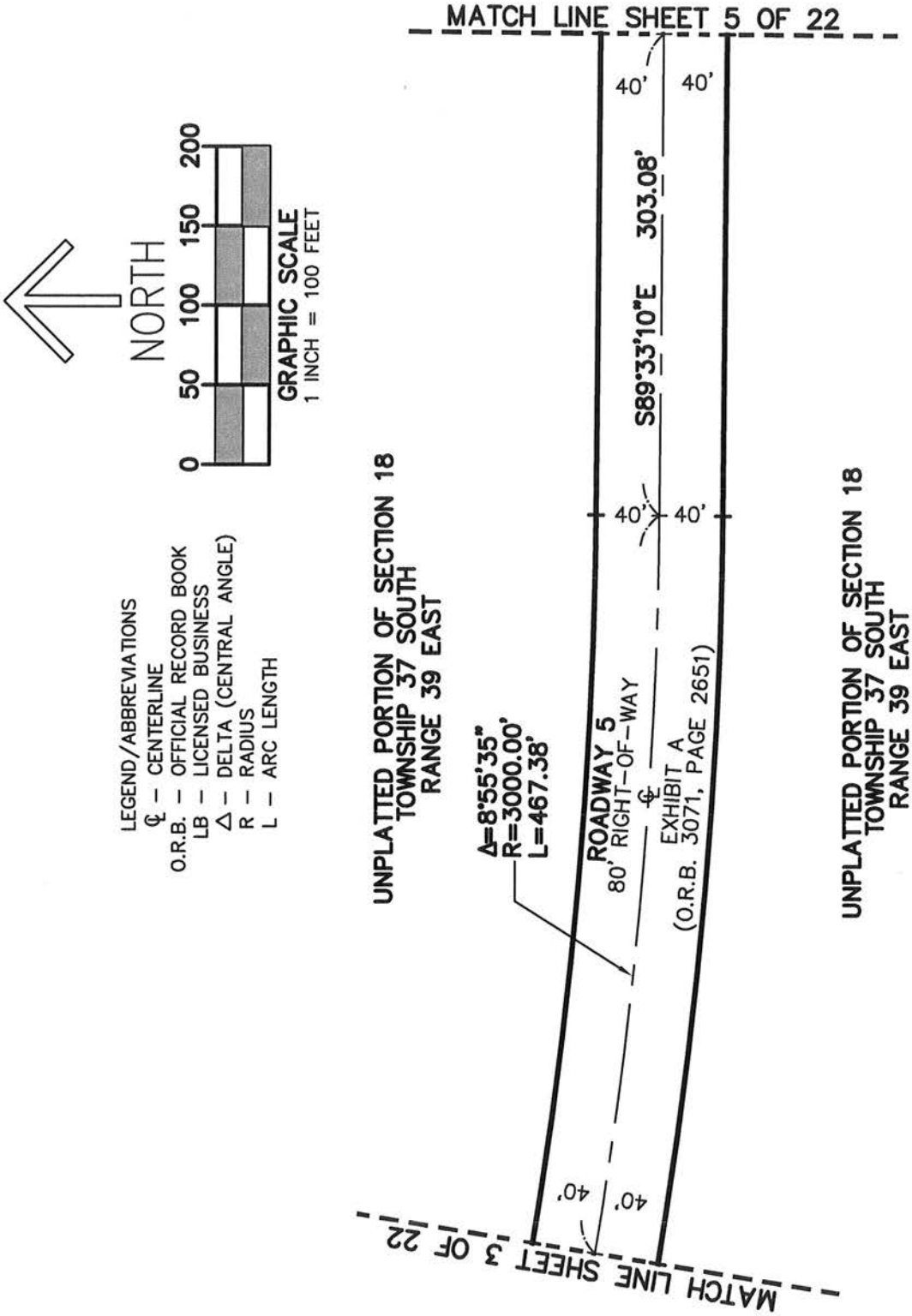
SHEET 3 OF 22

CAULFIELD & WHEELER, INC.

CIVIL ENGINEERING - LAND SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

WESTERN GROVE
ROADWAY 5 RIGHT-OF-WAY ABANDONMENT
SKETCH OF DESCRIPTION

DATE	6/28/16
DRAWN BY	JC
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7138ABAN2

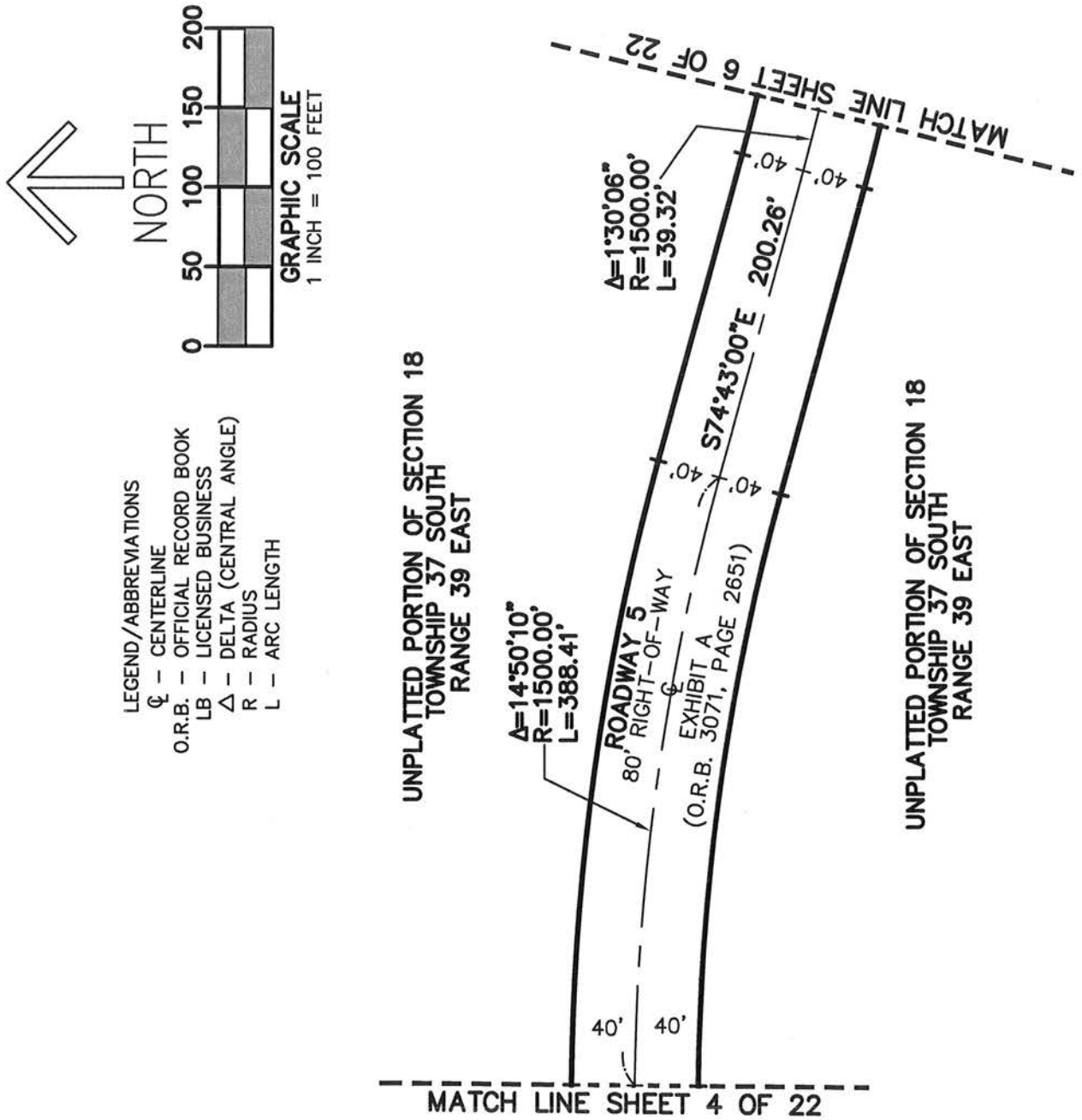


SHEET 4 OF 22

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING - LAND SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

WESTERN GROVE
ROADWAY 5 RIGHT-OF-WAY ABANDONMENT
SKETCH OF DESCRIPTION

DATE	6/28/16
DRAWN BY	JC
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7138ABAN2



SHEET 5 OF 22

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING - LAND SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

WESTERN GROVE
ROADWAY 5 RIGHT-OF-WAY ABANDONMENT
SKETCH OF DESCRIPTION

DATE	6/28/16
DRAWN BY	JC
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7138ABAN2

SHEET 6 OF 22

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING - LAND SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

WESTERN GROVE
ROADWAY 5 RIGHT-OF-WAY ABANDONMENT
SKETCH OF DESCRIPTION

DATE	6/28/16
DRAWN BY	JC
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7138ABAN2

DESCRIPTION:

ALL OF THAT CERTAIN 130.00 FOOT WIDE RIGHT-OF-WAY FOR TRADITION PARKWAY, AS DESCRIBED IN EXHIBIT D OF OFFICIAL RECORD BOOK 3071, PAGE 2612, TOGETHER WITH A PORTION OF THAT RIGHT-OF-WAY DESCRIBED IN EXHIBIT B OF OFFICIAL RECORD BOOK 3071, PAGE 2651, BOTH OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, SAID RIGHT-OF-WAY BEING BOUNDED ON THE WEST BY THE EAST RIGHT-OF-WAY LINE OF STATE ROAD S-609 (RANGELINE ROAD), AS RECORDED IN PLAT BOOK 21, PAGE 10 OF SAID PUBLIC RECORDS, AND ON THE EAST BY THE WEST RIGHT-OF-WAY LINE OF POWERLINE ROAD, AS DESCRIBED IN EXHIBIT C OF SAID OFFICIAL RECORD BOOK 3071, PAGE 2612, LYING 65.00 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF SAID STATE ROAD S-609 (RANGELINE ROAD) AND THE CENTERLINE OF SAID TRADITION PARKWAY; THENCE N.87°54'52"E., A DISTANCE OF 689.93 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 1,500.00 FEET AND A CENTRAL ANGLE OF 43°27'49"; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 1,137.88 FEET; THENCE N.44°27'03"E., A DISTANCE OF 822.17 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 1,633.30 FEET AND A CENTRAL ANGLE OF 65°26'22"; THENCE EASTERLY ALONG THE ARC A DISTANCE OF 1,865.45 FEET; THENCE S.70°06'36"E., A DISTANCE OF 616.64 FEET TO A POINT OF TERMINATION AT THE WEST RIGHT-OF-WAY LINE OF SAID POWERLINE ROAD.

LANDS SITUATE IN SECTION 7, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA. CONTAINING 15.316 ACRES MORE OR LESS.

NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO A RECORD BEARING OF S.02°05'08"E. ALONG THE EAST RIGHT-OF-WAY LINE OF STATE ROAD S-609 (RANGELINE ROAD), AS RECORDED IN OFFICIAL RECORD BOOK 3071, PAGE 2612 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.
4. THE "LAND DESCRIPTION" HEREON WAS PREPARED BY THE SURVEYOR.
5. DATA SHOWN HEREON WAS COMPILED FROM THE INSTRUMENT OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

CERTIFICATE:

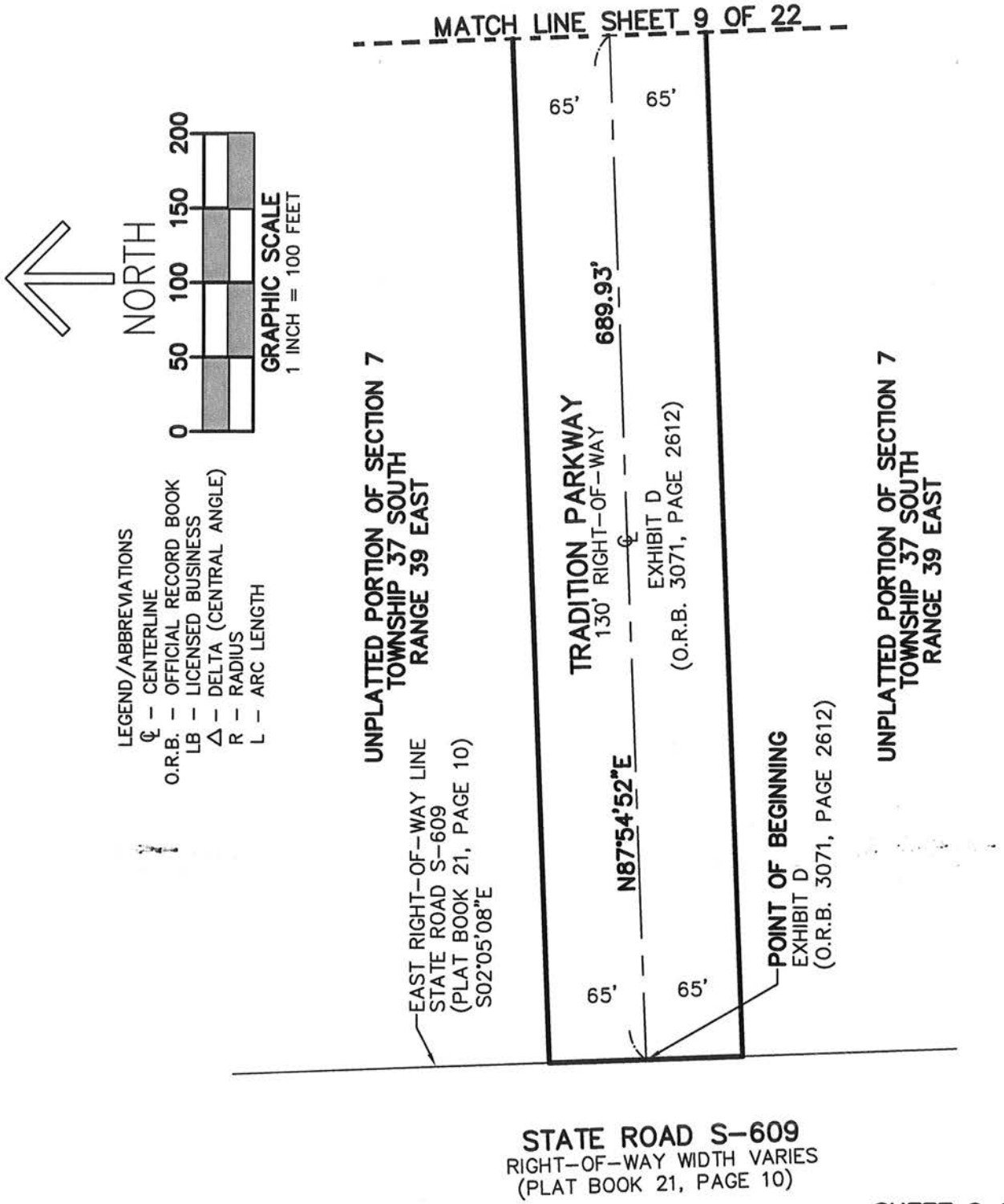
I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON JUNE 28, 2016. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING - LAND SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

WESTERN GROVE
TRADITION PARKWAY RIGHT-OF-WAY ABANDONMENT
SKETCH OF DESCRIPTION

DAVID P. LINDLEY
REGISTERED LAND
SURVEYOR NO. 5005
STATE OF FLORIDA
LB# 3591

DATE	6/28/16
DRAWN BY	JC
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7138ABAN2

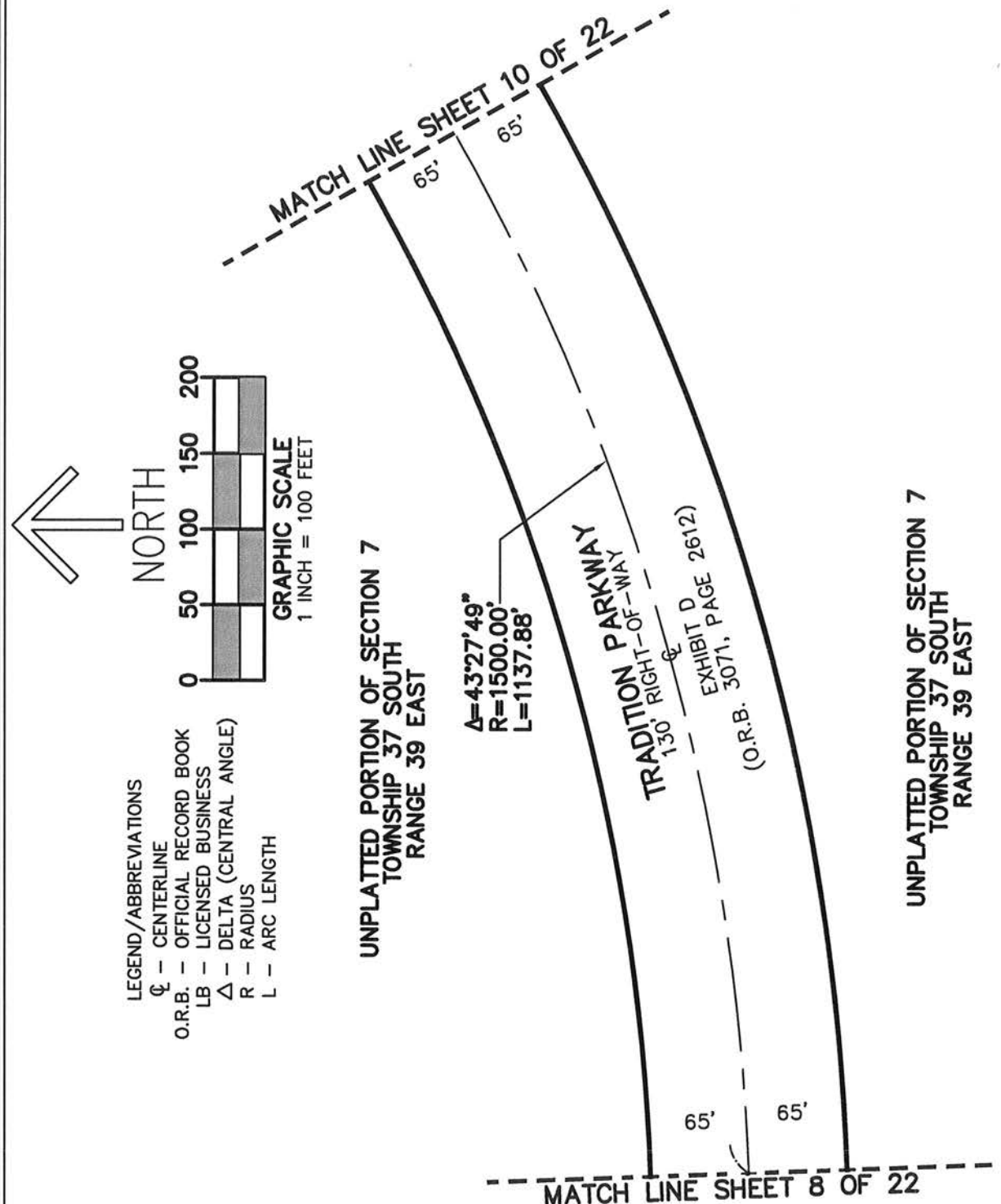


SHEET 8 OF 22

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING - LAND SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

WESTERN GROVE
TRADITION PARKWAY RIGHT-OF-WAY ABANDONMENT
SKETCH OF DESCRIPTION

DATE	6/28/16
DRAWN BY	JC
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7138ABAN2



SHEET 9 OF 22

CAULFIELD & WHEELER, INC.

CIVIL ENGINEERING - LAND SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

WESTERN GROVE
TRADITION PARKWAY RIGHT-OF-WAY ABANDONMENT
SKETCH OF DESCRIPTION

DATE	6/28/16
DRAWN BY	JC
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7138ABAN2

SHEET 10 OF 22

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING - LAND SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

WESTERN GROVE
TRADITION PARKWAY RIGHT-OF-WAY ABANDONMENT
SKETCH OF DESCRIPTION

DATE	6/28/16
DRAWN BY	JC
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7138ABAN2

SHEET 11 OF 22

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING - LAND SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

WESTERN GROVE
TRADITION PARKWAY RIGHT-OF-WAY ABANDONMENT
SKETCH OF DESCRIPTION

DATE	6/28/16
DRAWN BY	JC
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7138ABAN2

SHEET 12 OF 22

CAULFIELD & WHEELER, INC.

CIVIL ENGINEERING - LAND SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

WESTERN GROVE
TRADITION PARKWAY RIGHT-OF-WAY ABANDONMENT
SKETCH OF DESCRIPTION

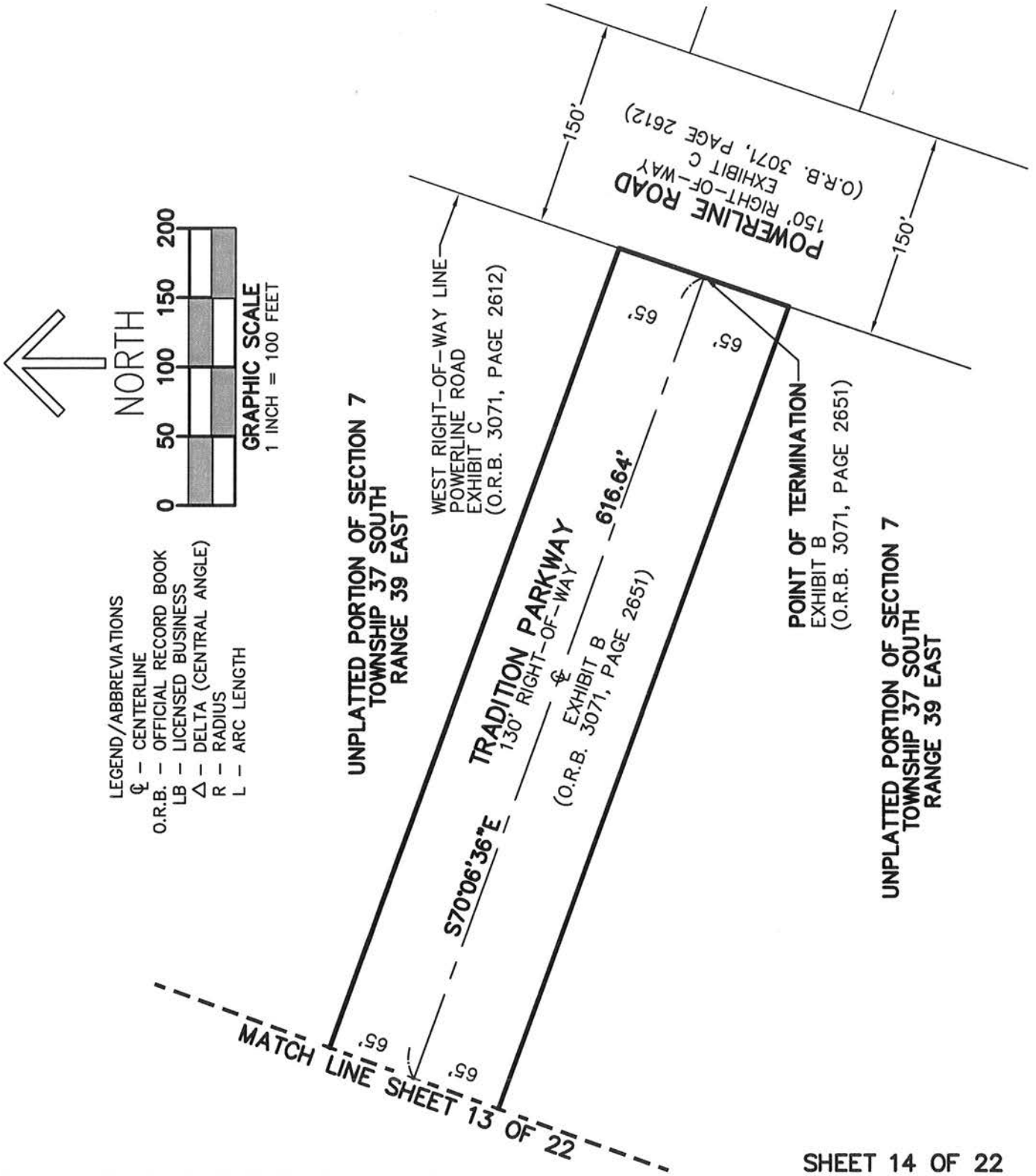
DATE	6/28/16
DRAWN BY	JC
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7138ABAN2

SHEET 13 OF 22

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING - LAND SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

WESTERN GROVE
TRADITION PARKWAY RIGHT-OF-WAY ABANDONMENT
SKETCH OF DESCRIPTION

DATE	6/28/16
DRAWN BY	JC
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7138ABAN2



SHEET 14 OF 22

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING - LAND SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

WESTERN GROVE
TRADITION PARKWAY RIGHT-OF-WAY ABANDONMENT
SKETCH OF DESCRIPTION

DATE	6/28/16
DRAWN BY	JC
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7138ABAN2

DESCRIPTION:

ALL OF THAT CERTAIN 100.00 FOOT WIDE RIGHT-OF-WAY FOR WESTCLIFFE LANE, AS DESCRIBED IN EXHIBIT E OF OFFICIAL RECORD BOOK 3071, PAGE 2612, TOGETHER WITH A PORTION OF THAT RIGHT-OF-WAY DESCRIBED IN EXHIBIT D OF OFFICIAL RECORD BOOK 3071, PAGE 2651, BOTH OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, SAID RIGHT-OF-WAY BEING BOUNDED ON THE WEST BY THE EAST RIGHT-OF-WAY LINE OF STATE ROAD S-609 (RANGELINE ROAD), AS RECORDED IN PLAT BOOK 21, PAGE 10 OF SAID PUBLIC RECORDS, AND ON THE EAST BY THE WEST RIGHT-OF-WAY LINE OF POWERLINE ROAD, AS DESCRIBED IN EXHIBIT C OF SAID OFFICIAL RECORD BOOK 3071, PAGE 2612, LYING 50.00 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF SAID STATE ROAD S-609 (RANGELINE ROAD) AND THE CENTERLINE OF SAID WESTCLIFFE LANE; THENCE S.89°26'55"E., A DISTANCE OF 843.82 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 1,500.00 FEET AND A CENTRAL ANGLE OF 07°28'30"; THENCE EASTERLY ALONG THE ARC A DISTANCE OF 195.69 FEET; THENCE N.83°04'36"E., A DISTANCE OF 675.59 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 1,500.00 FEET AND A CENTRAL ANGLE OF 10°33'22"; THENCE EASTERLY ALONG THE ARC A DISTANCE OF 276.36 FEET; THENCE S.86°22'02"E., A DISTANCE OF 1,002.96 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 10,000.00 FEET AND A CENTRAL ANGLE OF 06°33'07"; THENCE EASTERLY ALONG THE ARC A DISTANCE OF 1,143.52 FEET; THENCE S.79°48'55"E., A DISTANCE OF 616.79 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 1,500.00 FEET AND A CENTRAL ANGLE OF 09°29'15"; THENCE EASTERLY ALONG THE ARC A DISTANCE OF 248.38 FEET; THENCE S.89°18'10"E., A DISTANCE OF 29.11 FEET TO A POINT OF TERMINATION AT THE WEST RIGHT-OF-WAY LINE OF SAID POWERLINE ROAD.

LANDS SITUATE IN SECTION 6, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA. CONTAINING 11.553 ACRES MORE OR LESS.

NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO A RECORD BEARING OF S.00°01'15"W. ALONG THE EAST RIGHT-OF-WAY LINE OF STATE ROAD S-609 (RANGELINE ROAD), AS RECORDED IN OFFICIAL RECORD BOOK 3071, PAGE 2612 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.
4. THE "LAND DESCRIPTION" HEREON WAS PREPARED BY THE SURVEYOR.
5. DATA SHOWN HEREON WAS COMPILED FROM THE INSTRUMENT OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

CERTIFICATE:

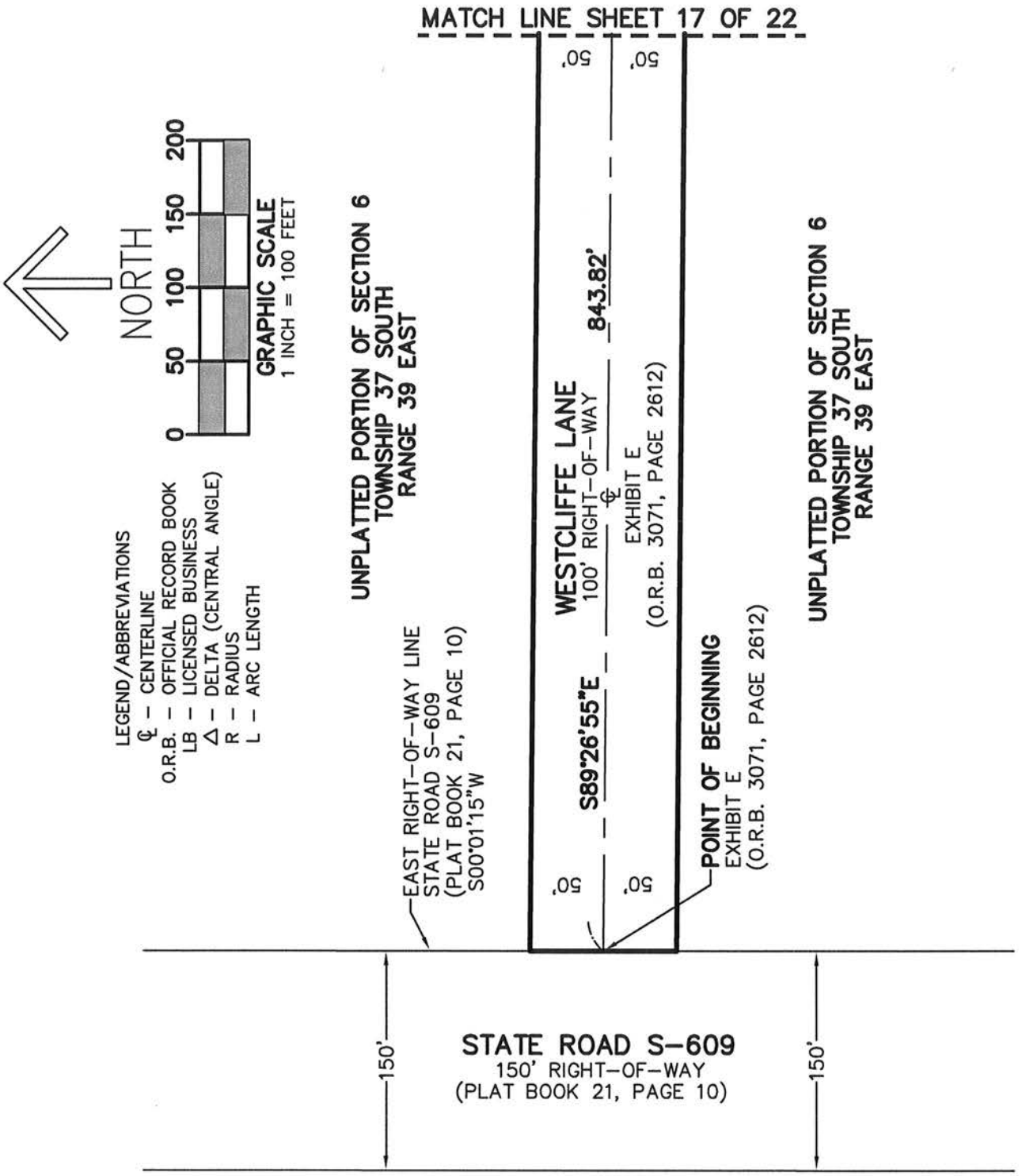
I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON JUNE 28, 2016. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING - LAND SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

WESTERN GROVE
WESTCLIFFE LANE RIGHT-OF-WAY ABANDONMENT
SKETCH OF DESCRIPTION

DAVID P. LINDLEY
REGISTERED LAND SURVEYOR NO. 5005
STATE OF FLORIDA
LB# 3591

DATE	6/28/16
DRAWN BY	JC
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7138ABAN2

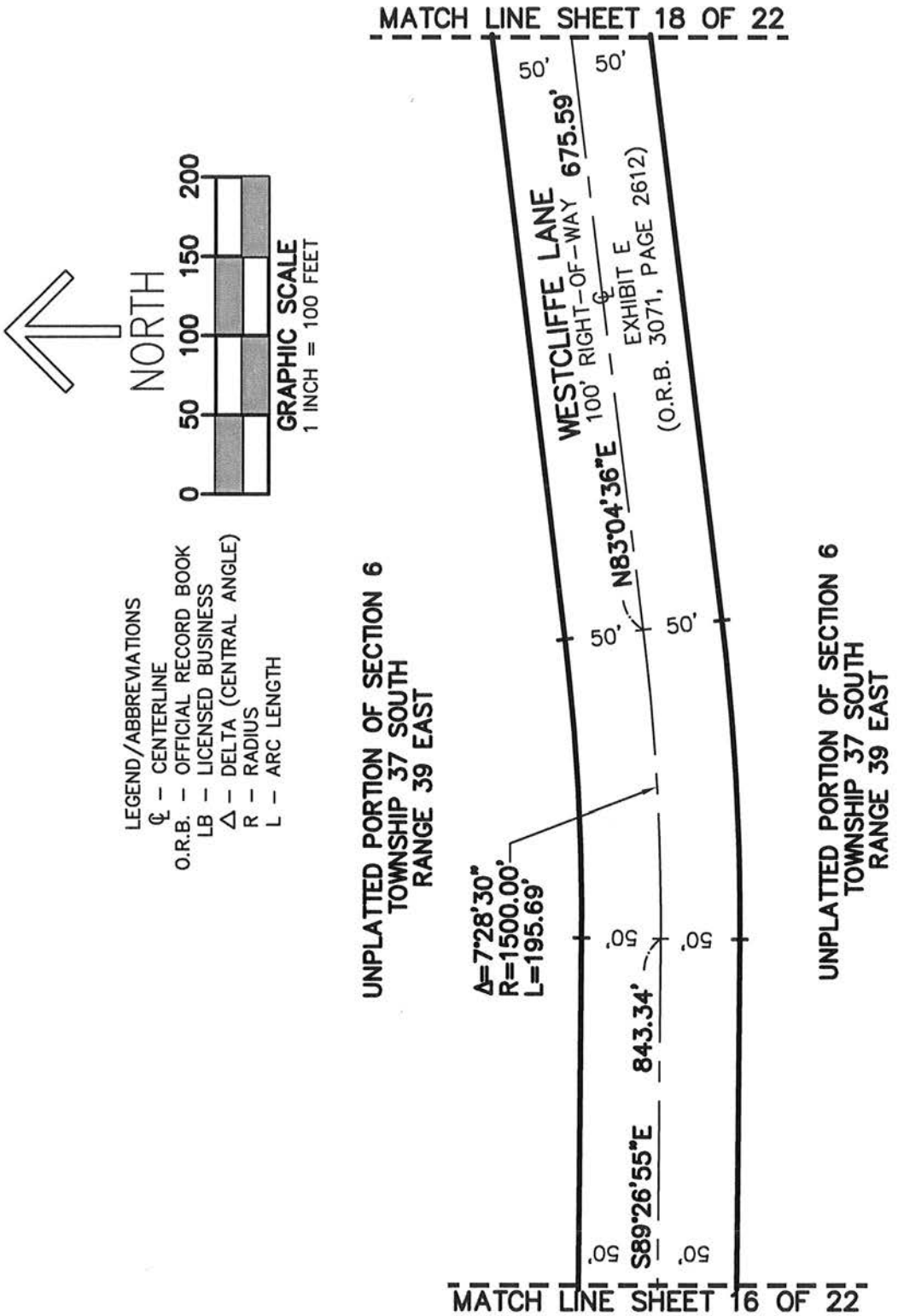


SHEET 16 OF 22

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING - LAND SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

WESTERN GROVE
WESTCLIFFE LANE RIGHT-OF-WAY ABANDONMENT
SKETCH OF DESCRIPTION

DATE	6/28/16
DRAWN BY	JC
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7138ABAN2



SHEET 17 OF 22

CAULFIELD & WHEELER, INC.

CIVIL ENGINEERING - LAND SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

WESTERN GROVE
WESTCLIFFE LANE RIGHT-OF-WAY ABANDONMENT
SKETCH OF DESCRIPTION

DATE	6/28/16
DRAWN BY	JC
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7138ABAN2

SHEET 18 OF 22

CAULFIELD & WHEELER, INC.

CIVIL ENGINEERING - LAND SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

DATE	6/28/16
DRAWN BY	JC
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7138ABAN2

WESTERN GROVE
WESTCLIFFE LANE RIGHT-OF-WAY ABANDONMENT
SKETCH OF DESCRIPTION

SHEET 19 OF 22

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING - LAND SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

WESTERN GROVE
WESTCLIFFE LANE RIGHT-OF-WAY ABANDONMENT
SKETCH OF DESCRIPTION

DATE	6/28/16
DRAWN BY	JC
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7138ABAN2

SHEET 20 OF 22

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING - LAND SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

WESTERN GROVE
WESTCLIFFE LANE RIGHT-OF-WAY ABANDONMENT
SKETCH OF DESCRIPTION

DATE	6/28/16
DRAWN BY	JC
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7138ABAN2

SHEET 21 OF 22

CAULFIELD & WHEELER, INC.

CIVIL ENGINEERING - LAND SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

WESTERN GROVE
WESTCLIFFE LANE RIGHT-OF-WAY ABANDONMENT
SKETCH OF DESCRIPTION

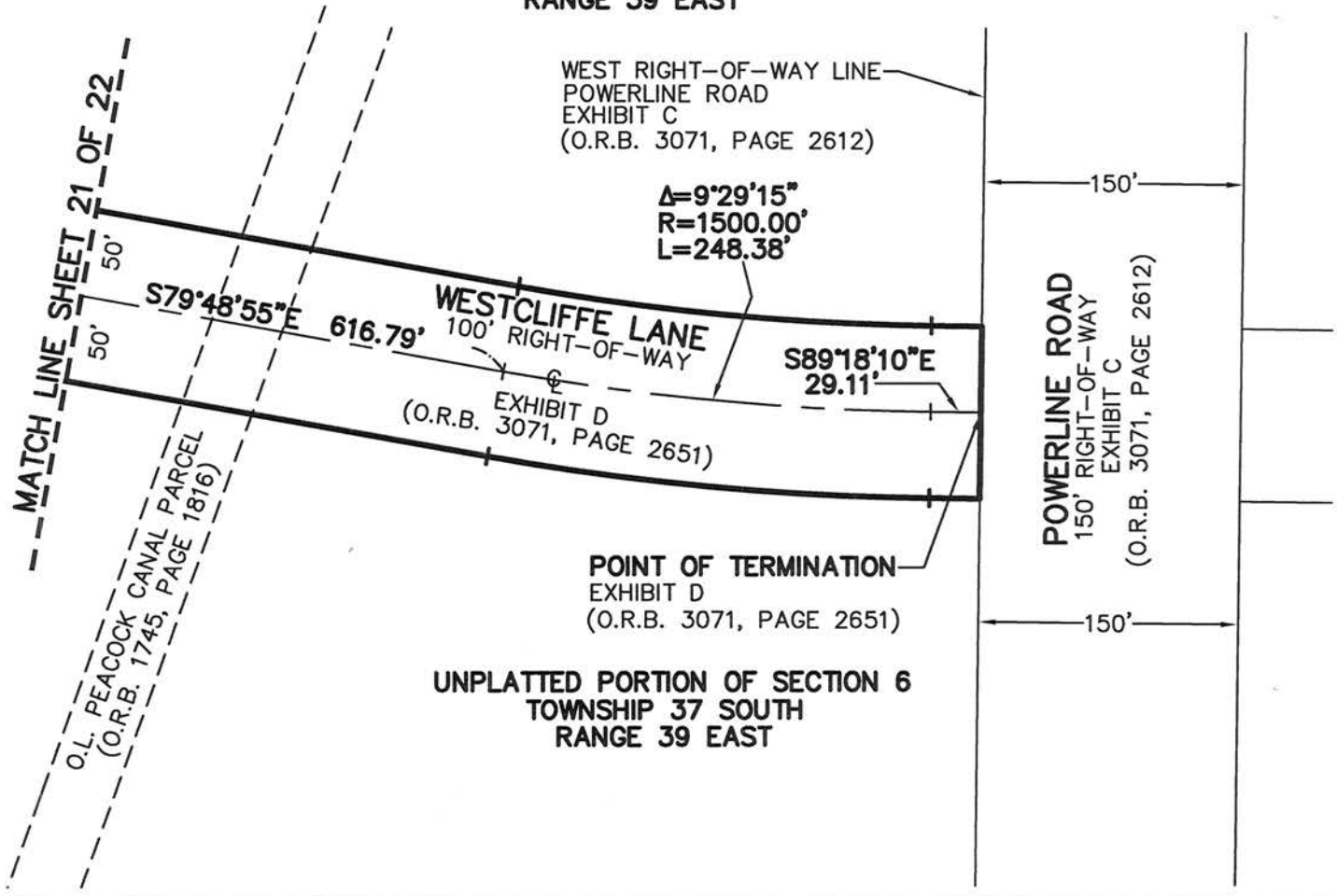
DATE	6/28/16
DRAWN BY	JC
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7138ABAN2

LEGEND/ABBREVIATIONS
℄ – CENTERLINE
O.R.B. – OFFICIAL RECORD BOOK
LB – LICENSED BUSINESS
Δ – DELTA (CENTRAL ANGLE)
R – RADIUS
L – ARC LENGTH

NORTH

0 50 100 150 200

GRAPHIC SCALE
1 INCH = 100 FEET



CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING - LAND SURVEYING
7900 GLADES ROAD - SUITE 100
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PHONE (561)-392-1991 / FAX (561)-750-1452

WESTERN GROVE
WESTCLIFFE LANE RIGHT-OF-WAY ABANDONMENT
SKETCH OF DESCRIPTION

DATE	6/28/16
DRAWN BY	JC
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO. 7138ABAN2	

THE BACK-UP DOCUMENTATION FOR ITEM 10F WILL BE DISTRIBUTED ONCE RECEIVED.

THANK YOU.

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 11A
Meeting Date: 7/11/2016

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager

THRU: Daniel Holbrook, Assistant City Manager-Community Development Director

FROM: Patricia A. Tobin, AICP, Planning & Zoning Director

Agenda Item: Resolution: Landscape Modification Request– Ardalan Pediatric Dentistry (P16-053) 16-R42

Submittal Date: 6/23/2016

STRATEGIC PLAN LINK: This item is consistent with Goal 3: Balanced and Responsible Sustainable Growth.

BACKGROUND: Jayson R. Harrison, E.I., of Engineering Design & Construction, Inc., acting as the agent for the owner ALN Holdings, LLC, has applied for site plan approval for a 7,521 sq. ft. pediatric dental clinic. The site plan will be brought before City Council at a later date. The proposed landscape modification request is to waive the requirement for architectural walls to be located along the south and west property lines and to replace it with six feet high hedges and perimeter landscape trees to serve as buffering (see attached landscape plan).

ANALYSIS: See attached staff report.

FINANCIAL INFORMATION: NA

LEGAL INFORMATION: The resolution has been approved as to form by Attorney Tom Mullin on 6/20/16.

RECOMMENDATION: The Planning and Zoning Department staff recommends approval of the landscape modification.

SPECIAL CONSIDERATION: NA

PRESENTATION INFORMATION: Staff may provide a short presentation on the application.

REQUESTED MEETING DATE: 7/11/2016

LOCATION OF PROJECT: The property is located on Chamber Court, south of St. Lucie West Boulevard and east of Lake Charles Boulevard and the address is 104 SW Chamber Court.

ATTACHMENTS: staff report, maps, landscape plan and resolution.

AC/TK

RECEIVED

JUN 3 0 2016

CITY MANAGER'S OFFICE

RESOLUTION NO. 16-R42

A RESOLUTION APPROVING THE LANDSCAPE MODIFICATION PLAN IN LIEU OF THE ARCHITECTURAL WALL FOR ARDALAN PEDIATRIC DENTISTRY (P16-053); WITHIN THE CITY OF PORT ST. LUCIE, FLORIDA; ON THE REQUEST OF ENGINEERING, DESIGN & CONSTRUCTION, INC.; AUTHORIZING THE MAYOR AND CITY CLERK TO COUNTERSIGN SAID PLAN; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port St. Lucie, Florida has been requested by Jayson R. Harrison E.I. of Engineering, Design & Construction, Inc., acting as agent for ALN Holdings, LLC to approve and accept the landscape modification plan for St. Lucie West Plat No. 138, Lot 3, Tract D, within the City of Port St. Lucie, Florida; 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 landscape modification plan for St. Lucie West Plat No. 138, Lot 3, Tract D, within the City of Port St. Lucie, Florida, said plan being offered by ALN Holdings, LLC as owner and title holder of said property, and as prepared by Jeffrey W. Smith, RLA of Conceptual Design Group, Inc.

Section 2. This Resolution shall take effect immediately upon its adoption.

REMAINDER OF THE PAGE DELIBERATELY LEFT BLANK

RESOLUTION NO. 16-R42

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this 11th day of July, 2016.

CITY COUNCIL
CITY OF PORT ST. LUCIE

BY: _____
Gregory J. Oravec, Mayor

ATTEST:

_____
Karen A. Phillips, City Clerk

APPROVED AS TO FORM: _____
Acting City Attorney

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

TO: **CITY COUNCIL - MEETING OF JULY 11, 2016**

FROM: **THRESIAMMA KURUVILLA, PLANNER**

RE: **ARDALAN PEDIATRIC DENTISTRY**
LANDSCAPE MODIFICATION APPLICATION
PROJECT NO. P16-053

DATE: **6/23/2016**

PROPOSED PROJECT AND REQUEST: The applicant has applied for a site plan approval for a 7,521 sq. ft. pediatric dental clinic and is under review process. The project site contains native upland habitat which is proposed to be preserved along the south and west sides of the property. The proposed landscape modification request is to waive the requirement for architectural walls to be located along the south and west property lines and to replace it with six feet high hedges and perimeter landscape trees to serve as buffering (see attached landscape plan).

APPLICANT: Jayson R. Harrison, E.I., Engineering Design & Construction, Inc., as Agent; Authorization letter is in the file.

OWNER: ALN Holdings, LLC

LOCATION: The property is located on Chamber Court, south of St. Lucie West Boulevard and east of Lake Charles Boulevard and the address is 104 SW Chamber Court.

LEGAL DESCRIPTION: St. Lucie West Plat No. 138, Lot 3, Tract D

SIZE: 2.24 Acres

EXISTING ZONING: CG (General Commercial)

EXISTING USE: Vacant land

FUTURE LAND USE: CG/I (General Commercial/Institutional)

SURROUNDING USES: To the North and East: CG (General Commercial), professional/office buildings. To the South and West: PUD (Planned Unit Development) Lake Charles residential PUD.

IMPACTS AND FINDINGS:

The properties to the south and west are residential area. Per Section 153.04 (G) (1) an architectural landscape buffer wall at least six feet in height measured from the finished floor elevation is required along the property line where the proposed use abuts property with a residential land use. The project site contains native upland habitat which is proposed to be preserved along the south and west sides of the property. The applicant is proposing to augment the perimeter edge of preserve area with native plantings and to field adjust plant material to fill in any voids along the edge of the preserve. The landscape plan shows 18 wax myrtles, 10 sabal palms and 200 simpson's stopper shrubs for the south and west side.

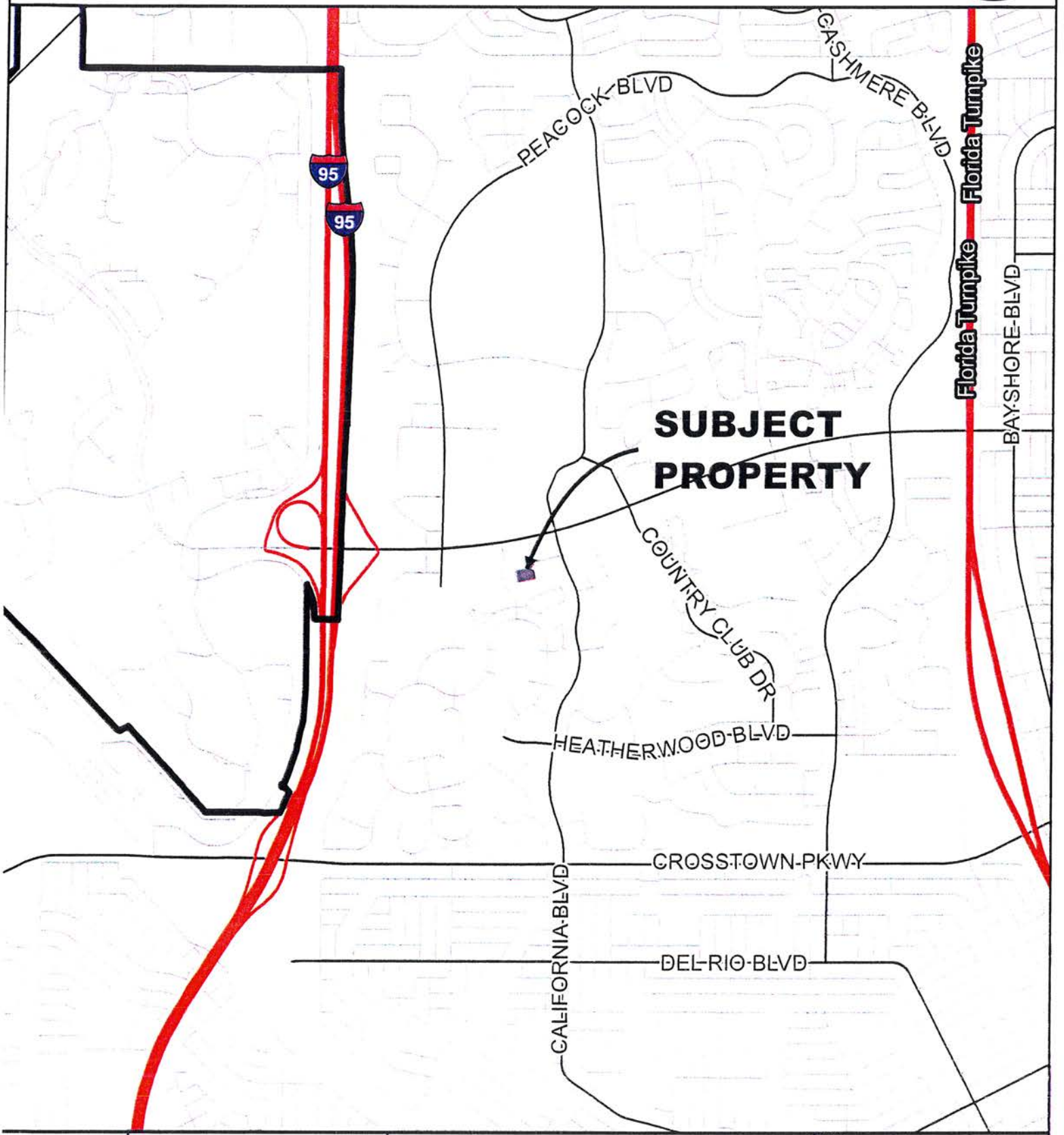
OTHER: Section 154.12 of the Zoning Code states that the requests to substitute landscaping for an architectural wall shall be reviewed by the City Council, requires public hearing and notification.

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 the direction and intent of the City's Land Development Regulations and policies of the Comprehensive Plan and recommends approval.

GENERAL LOCATION

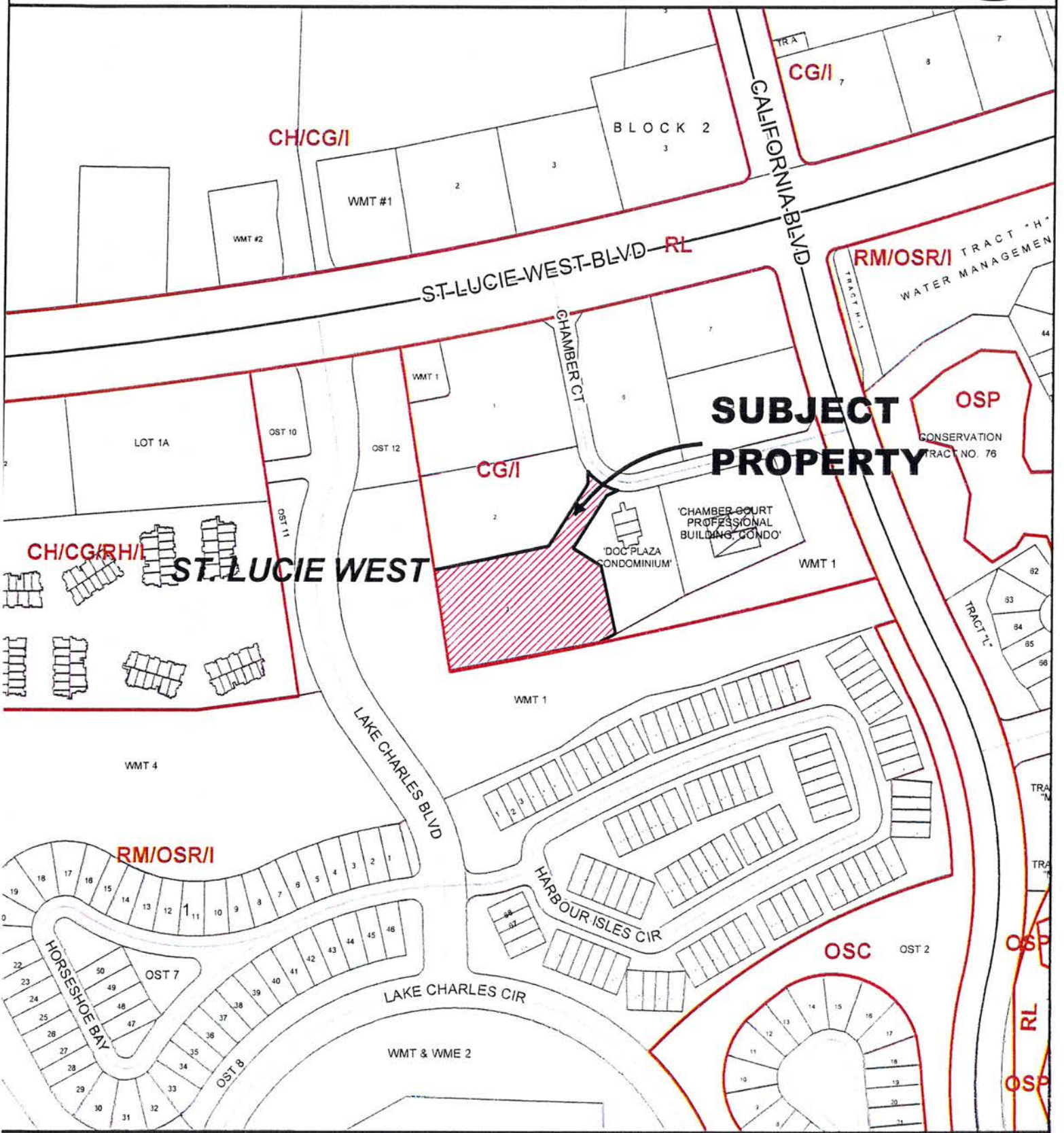


CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	LANDSCAPE MODIFICATION ARDALAN PEDIATRIC DENTISTRY @ SLW SLW PLAT NO. 138, LOT 3, TRACT "D"	DATE: 4/7/2016 APPLICATION NUMBER: P16-053 USER: patricias SCALE: 1 in = 0.5 miles	

AERIAL

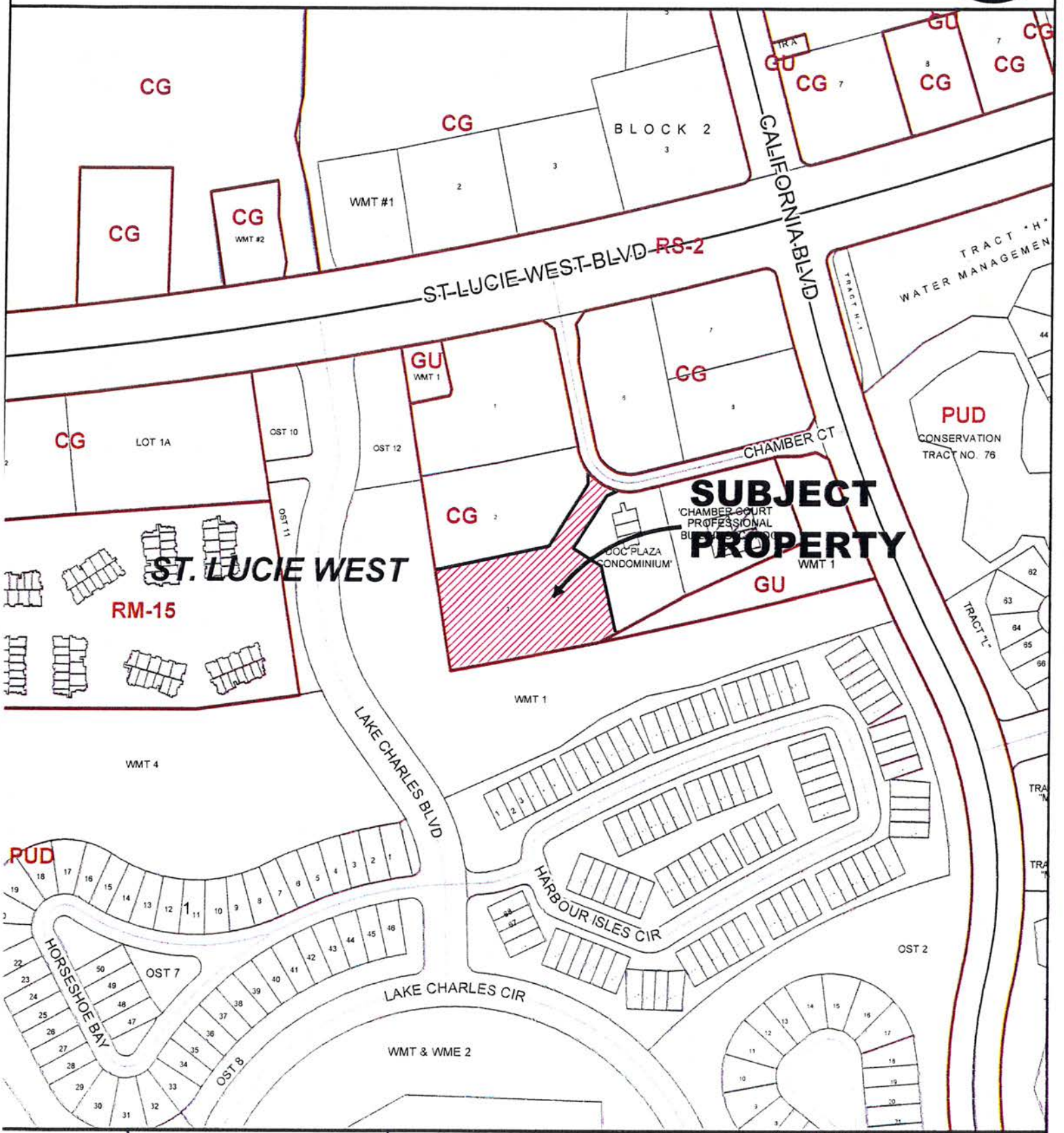
CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	LANDSCAPE MODIFICATION ARDALAN PEDIATRIC DENTISTRY @ SLW SLW PLAT NO. 138, LOT 3, TRACT "D" AERIAL DATE 2014	DATE: 4/7/2016 APPLICATION NUMBER: P16-053 USER: patricias SCALE: 1 in = 150 ft	

FUTURE LAND USE



CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	LANDSCAPE MODIFICATION ARDALAN PEDIATRIC DENTISTRY @ SLW SLW PLAT NO. 138, LOT 3, TRACT "D"	DATE: 4/7/2016 APPLICATION NUMBER: P16-053 USER: patricias SCALE: 1 in = 300 ft	

EXISTING ZONING



CITY OF PORT ST. LUCIE FLORIDA	CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	LANDSCAPE MODIFICATION ARDALAN PEDIATRIC DENTISTRY @ SLW SLW PLAT NO. 138, LOT 3, TRACT "D"	DATE: 4/7/2016 APPLICATION NUMBER: P16-053 USER: patricias SCALE: 1 in = 300 ft

LANDSCAPE MODIFICATION APPLICATION

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 P16-053
Fee (Nonrefundable)$ 710/-
Receipt # 90502.

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 Planning and Zoning Board meeting. **Attach two copies of proof of ownership (e.g. warranty deed, affidavit), and a copy of recent survey.**

PRIMARY CONTACT EMAIL ADDRESS: jaysonharrison@edc-inc.com

PROPERTY OWNER:

Name: ALN Holdings, LLC

Address: 104 SW Chamber Ct, Port Saint Lucie, FL 34986

Telephone No. 772-812-8785 Fax No.

APPLICANT (IF OTHER THAN OWNER, ATTACH AUTHORIZATION TO ACT AS AGENT):

Name: Jayson R. Harrison, E.I. (Engineering Design & Construction, Inc.)

Address: 1934 Tucker Court, Fort Pierce, FL 34950

Telephone No. 772-462-2455 Fax No. 772-462-2454

SUBJECT PROPERTY:

Legal Description: See Legal Description on attached Warranty Deed

Parcel I.D. Number: 3323-945-0006-000-5

Address: 104 SW Chamber Ct, Port Saint Lucie, FL 34986

Current zoning classification CG - General Commercial

Description of request and applicable conditions/circumstances justifying request (continue on separate sheet, if necessary). A landscape plan showing the proposed landscaping, prepared by a registered landscape architect, and reviewed by the site plan committee is required for City Council approval.

This Landscape Modification request is in reference to the architectural wall as required per 153.04 (g) of the City's Landscape Code. This Landscape Modification request is being filed for the removal of the architectural wall for the WEST and SOUTH property line.

Signature of Applicant	JAYSON HARRISON Hand Print Name	6-1-16 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.

ALN HOLDINGS, LLC

679 SW Squire Johns Lane
Palm City, FL 34990

Date: January 12, 2016

To Whom It May Concern,

Please be advised that Engineering Design & Construction, Inc. (EDC) and their employees are authorized to act as an agent for ALN Holdings, LLC.

Thank you,

Signature

Reza Ardalan
Printed name(s)
(ALN Holdings)
(772-812-8785)

STATE OF Florida
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me this 12th of January, 2016 by Reza Ardalan, who is (personally known to me) or (who has produced _____ as identification) and who (did/did not) take an oath.

Notary Public, State of Florida

Ashley Wood
Print or Stamp Name

ASHLEY WOOD
Notary Public - State of Florida
Commission # FF 926929
My Comm. Expires Oct 13, 2019
Bonded through National Notary Assn.

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4101048 OR B' ' 3777 PAGE 1347, Recorded 08/12/2015 at 03:43 PM
Doc Tax: $2975.00

Prepared by and return to:
Sue Meitner
First International Title - Port St. Lucie Branch
201 SW Port St. Lucie Blvd., Suite 205
Port St. Lucie, FL 34984

File Number: **64871-40**

COPY

(Space Above This Line For Recording Data)

Warranty Deed

This Warranty Deed made this **7th day of August, 2015**, between **Hillmoor Partners, LLC, a Florida limited liability company** whose post office address is **PO Box 86, Stuart, FL 34995-0086**, grantor, and **ALN Holdings, LLC a Florida limited liability company** whose post office address is **104 SW Chamber Court, Port St. Lucie, FL 34986**, grantee:

(Whenever used herein 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, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in the **St. Lucie County, Florida**, to-wit:

Lot 3, ST. LUCIE WEST PLAT NO. 138, A REPLAT OF TRACT "D", according to the Plat thereof, recorded in Plat Book 39, Page(s) 37 and 37A of the Public Records of St. Lucie County, Florida.

Parcel Identification Number: 3323-945-0096-000/5

COPY

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 covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2014.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

COPY

In Witness Whereof, the grantor has hereunto set their hand(s) and seal(s) the day and year first above written.

Hillmoor Partners, LLC, a Florida limited liability company

By: _____
Michael S. Wertheim, as Manager of HEM-ONC Properties, L.C.
a Florida limited liability company

2 separate witnesses

Signed, sealed and delivered in our presence:

Witness Signature _____ Witness Signature _____

Print Name: BRITT ZACCAGNINI Print Name: Susan Granville

State of FLORIDA
County of ST LUCIE

The Foregoing Instrument Was Acknowledged before me on the 31st day of July 20 15, by **Michael S. Wertheim, as Manager of HEM-ONC Properties, L.C., which is a Managing Member of Hillmoor Partners, LLC, a Florida limited liability company** who is/are personally known to me or who has/have produced the following as identification: _____.

Jaclyn Venturo
Notary Public
Printed Name: Jaclyn Venturo
My Commission expires: 9/21/2015

JACLYN M. VENTURO
MY COMMISSION # EE 881442
EXPIRES: September 21, 2015
Bonded Thru Notary Public Underwriters

COPY

Signed, sealed and delivered in our presence:

Hillmoor Partners, LLC, a Florida limited liability company

Witness Name: Grace DiPalma

By: Ziad Michel Marjieh, M.D., as President of Ziad Michel Marjieh, M.D., P.A., a Florida corporation, as Manager

Witness Name: Melissa Walker

State of Florida

County of St Lucie

The foregoing instrument was acknowledged before me this 24 day of July, 20 15 by , **Ziad Michel Marjieh, M.D., as President of Ziad Michel Marjieh, M.D., P.A., a Florida corporation, Manager of HILLMOOR PARTNERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY,** he (✓) is personally known to me or (__) has produced _____ as identification.

Patricia C Rochedieu

Notary Public

PATRICIA C. ROCHEDIEU
MY COMMISSION # FF 075003
EXPIRES: April 5, 2018
Bonded Thru Notary Public Underwriters

Printed Name: PATRICIA C Rochedieu

My Commission Expires: 4/5/2018

(seal)

COPY

June 13, 2016

To Whom It May Concern:

I am writing this letter in order to request a landscape modification for our upcoming project located at 104 SW Chamber Court in SLW. As a former resident of Saint Lucie West and a current business owner in St. Lucie County, I have enjoyed watching the transformation that has occurred in Port St. Lucie. Our new project will be a staple of SLW for decades to come and we would like to do everything we can to maintain the beauty of Saint Lucie West. Keeping this in mind, we are requesting a landscape modification to remove the South and West wall recommendations. This request is being made for several very practical reasons.

First off, unlike the surrounding projects near us, we have elected to maintain 25% of the preserve area on the property. As you will see on our plans, we are leaving a plethora of trees and foliage on the south and west side and throughout. We will have a much larger amount of trees and plant life than any other building surrounding us. Considering the depth of plant life and the height of the trees, a wall seems a little excessive. The preserve area we are maintaining should more than accommodate for any barriers that wall would have been designed for. In addition, an aerial view will show that there is also a lake that would separate our property from the residential development on the opposite side. Furthermore, our actual building is being placed on the Northwest side of the property so it would not be visible to the community whether there was a wall or not.

The second point is that we feel that the wall will actually be much less attractive than leaving the natural preserve. The neighboring community has been looking at the same picturesque trees for decades, and we believe that there is no reason to make a change. We all want Saint Lucie West to remain one of the premiere locations in the county and we do not see how a large visible 400 ft. wall would accomplish that. Especially since logistically it is not needed in order to buffer our project since our building is going on the adjacent side and we are leaving that entire area of preserve.

We thank you for taking our request into consideration and believe that once you have an opportunity to consider the circumstances, you will agree that the South and West walls are not necessary considering the scope of our building and the size of the preserve that we are leaving. We look forward to hearing from you.

Respectfully Submitted,

Reza Ardalan, DMD

374 SW Prima Vista Blvd. • Port St. Lucie, FL 34983 • Phone: 772.344.4664 • Fax: 772.621.4498
www.ArdalanDental.com

Thresiamma Kuruvilla

From: SUE CROW <msrac17@yahoo.com>
Sent: Tuesday, June 28, 2016 4:24 PM
To: Thresiamma Kuruvilla
Subject: Notice to property Owners File N. P16-053

To whom it may concern: My husband and Own the home at 1679 SW Harbour Isles Circle on the water acros the proposed dental office in question. Our legal description is Lot 10 of St. Lucie West-I do not have the rest of the legal information as that is with our papers in Port St. Lucie.

We closed on our property in January of 1977 as we had contracted for it in Spring of 1976. We bought that particular unit as it was built backing to the water and was very scenic. We are snow birds and pay non resident taxes as we have our main home in Rochester Hills, Michigan and come and go at different times of the year

When we have family and visitors, they all comment on our beautiful setting and enjoy the birds, ducks and other wildlife (even alligators) swimming in the lake. We have always enjoyed the serene "look" of the water.

When we drive by other properties and see the walls surrounding them, I always remark "Aren't we lucky to have the beautiful setting that we paid $5000.00 more for?"

Bob and I cannot attend the meeting on July 11th as our plan is to return to Port St. Lucie (our paradise) until the fall.

Thank you for the opportunity to express our thoughts and we certainly hope that we will not be staring at a wall instead of the natural setting we have been used to.

Robert and Mary Suzanne Crow

Thresiamma Kuruvilla

From: Kathy McCarthy <kmccarthy07@icloud.com>
Sent: Monday, June 27, 2016 1:47 PM
To: Thresiamma Kuruvilla
Subject: Notice to Property Owners File No. P16-053

To whom it may concern: My husband and I own the home at 1677 SW Harbour Isles Circle on the water across from the proposed dental office in question. Our legal description is Lot 11 of St. Lucie West Plat No. 70, Harbour Isles at Lake Charles, as recorded in Plat Book 34 pages 38 and 38A.

The selling point for us when we bought this property a year ago was because of the canal and natural setting out back which is full of wildlife and would never want to see the natural vegetation removed and an ugly wall erected! I don't see any need for a landscape buffer wall and support Ardalan Pediatric Dentistry's plan to replace it with hedges and perimeter landscape trees to serve as buffering and to protect the natural environment across the canal which is in direct view of my home.

I cannot attend the meeting on July 11th as I will be out of town so can you please let me know how I can get my vote on the matter addressed?

Thanks,

Brian and Kathy McCarthy
336-339-5096

Thresiamma Kuruvilla

From: Kathy McCarthy <kmccarthy07@icloud.com>
Sent: Monday, June 27, 2016 2:02 PM
To: Thresiamma Kuruvilla
Subject: Re: Notice to Property Owners File No. P16-053

Thank you so much. There are several other residents who are snow birds and gone right now who will be answering in the same manner.

Kathy McCarthy

> On Jun 27, 2016, at 1:55 PM, Thresiamma Kuruvilla <TKuruvilla@cityofpsl.com> wrote:
>
> I'll print your letter and send to City Council along with my staff report.
> Thanks, Thres
>
> Thresiamma Kuruvilla, Planner (B.Sc Eng., M.T.P.) Planning and Zoning
> Department City of Port St. Lucie
> 121 SW Port St. Lucie Blvd.
> Port St. Lucie, FL 34984
> 772-871-5281 (Direct Phone) 772 871 5213 (Office)
> 772-871-5124 (Fax)
> Tkuruvilla@cityofpsl.com
>
>
> How is my service? Please contact Bonnie R. Cruz at Bonniec@cityofpsl.com to submit your suggestions, comments and feedback.
>
>
>
> -----Original Message-----
> From: Kathy McCarthy [mailto:kmccarthy07@icloud.com]
> Sent: Monday, June 27, 2016 1:47 PM
> To: Thresiamma Kuruvilla <TKuruvilla@cityofpsl.com>
> Subject: Notice to Property Owners File No. P16-053
>
>
> To whom it may concern: My husband and I own the home at 1677 SW Harbour Isles Circle on the water across from the proposed dental office in question. Our legal description is Lot 11 of St. Lucie West Plat No. 70, Harbour Isles at Lake Charles, as recorded in Plat Book 34 pages 38 and 38A.
>
> The selling point for us when we bought this property a year ago was because of the canal and natural setting out back which is full of wildlife and would never want to see the natural vegetation removed and an ugly wall erected! I don't see any need for a landscape buffer wall and support Ardalan Pediatric Dentistry's plan to replace it with hedges and perimeter landscape trees to serve as

buffering and to protect the natural environment across the canal which is in direct view of my home.
>
> I cannot attend the meeting on July 11th as I will be out of town so can you please let me know how I can get my vote on the matter addressed?
>
> Thanks,
>
> Brian and Kathy McCarthy
> 336-339-5096
>

Public Notices

NOTICE

A PUBLIC HEARING will be conducted before the CITY COUNCIL of the CITY OF PORT ST. LUCIE at a meeting beginning at 7:00 p.m., or as closely thereafter as business permits on July 11, 2016 in the City Council Chambers; Building A, located at 121 S.W. Port St. Lucie Blvd., in Port St. Lucie, Florida on the following:

A RESOLUTION (16-R42) TO GRANT A LANDSCAPE MODIFICATION TO WAIVE THE REQUIREMENT FOR LANDSCAPE BUFFER WALLS ON THE SOUTH AND WEST SIDE OF THE PROPERTY AND TO REPLACE IT WITH HEDGES AND PERIMITER LANDSCAPE TREES TO SERVE AS BUFFERING PER SECTION 154.12 OF THE ZONING CODE.

LEGAL DESCRIPTION:
St. Lucie West Plat No. 138, Lot 3, Tract LOCATION: South of St. Lucie West Blvd. and east of Lake Charles Blvd. 104 SW Chamber Court.
APPLICANT:
Engineering Design and Construction (EDC), Inc. for ALN Holdings, LLC

Public Notices

FILE NUMBER: P16-053

Copies of the above Resolutions have been placed on file in the City Clerk's Office and are available for public inspection Monday through Friday between the hours of 8:00 a.m. and 4:00 p.m. Interested parties may appear at the meeting and be heard with respect to the proposed resolution. 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.

Planning & Zoning
Department
Pub: July 1, 2016
TCN 1141742

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

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

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager

FROM: Edwin M. Fry, Jr., Finance Director/City Treasurer

Agenda Item: Resolution: Adopt Ordinance 16- R43 Special Assessment Refunding Bonds, Series 2016

Submittal Date: 7/1/2016

STRATEGIC PLAN LINK: Maintain a fiscally responsible level of debt.

BACKGROUND:

In 2007, the City issued the $155,840,000 Southwest Annexation Special Assessment District Bonds, Series 2007B to 1) provide funds for the Southwest Project, 2) refund the Southwest Bond Anticipation Note, 3) fund the Southwest Assessment Bonds Reserve Subaccount, and 4) pay costs of issuance.

The Southwest Project consisted of the following components:

- Roadway improvements
  - Contribution to construction of Becker Road interchange at I-95
  - Contribution to Tradition/Gatlin Blvd I-95 interchange improvements
  - Tradition Parkway widening
  - Construction of Village Parkway
  - Extension of Becker Road from I-95 Interchange to Village Parkway
- Stormwater improvements on 20 acres of land for Torrey Pines Project
- Construction of 36,600 feet of water mains
- Wastewater improvements
  - Contribution to construction of Glades Wastewater Repump Station
  - Construction of 21,350 feet of wastewater force mains
  - Construction of lift station and collection system

The City created the Southwest Annexation Special Assessment District No. 1 and imposed special assessments on those properties benefiting from the above listed

improvements in the Southwest Annexation District. The Southwest Annexation District was a development project of Core Communities and Core Communities was the primary property owner in the District. As a result of the Great Recession, the properties of Core Communities were acquired by Tradition Land Company, LLC.

As is the case with other special assessment district bonds issued by the City, the City has a covenant to budget and appropriate funds if the special assessment collections in any one year are insufficient to make the required principal and interest payments. City staff has determined the Southwest Annexation Special Assessment District Bonds, Series 2007B, could be refunded to achieve debt service savings and to reduce the annual assessments.

On June 27, 2016, City Council approved Ordinance 16-36 authorizing the issuance of the Special Assessment Refunding Bonds, Series 2016 (Southwest Annexation Special Assessment District No. 1). The attached Resolution, Resolution 16-R34, provides the details for the issuance of the Special Assessment Refunding Bonds. Based on the approval of Ordinance 16-41, Resolution 16-R34 establishes a final maturity date of July 1, 2045.

ANALYSIS:

The City's Debt Policy requires a debt service savings of at least 5% of the refunded bonds and present value savings of at least $400,000. Based on market rates as of June 8, 2016, the City's financial advisor estimates the City could achieve a 12% debt service savings by refunding all of the Southwest Annexation Special Assessment District Bonds, Series 2007B, and realize a net present value savings of $16 million.

Refunding all of the Southwest Annexation Special Assessment District Bonds, Series 2007B, with proceeds from the sale of the Special Assessment Refunding Bonds, Series 2016, will provide a future cash flow savings of $20,256,590.

Fiscal Years	Current Debt	Estimated New Debt	Cash Flow Savings	Net Present Value Savings
FY 2017-2045	$230,818,833	$210,562,243	$20,256,590	$16,139,037

Actual savings will vary from the amounts above based on market rates at the time of the sale of the Special Assessment Refunding Bonds, Series 2016.

FINANCIAL INFORMATION:

Based on market rates as of June 8, 2016, proceeds from the sale of the Special Assessment Refunding Bonds, Series 2016, would be $130,761,029. Sources and uses of funds for the refunding transaction are estimated as follows:

Sources:	
Bond Proceeds	$130,761,029
Special Assessment District Funds	$ 14,295,417
Uses:	
Deposit to Escrow Account	$135,350,413
Debt Service Reserve/Interest Funds	$ 8,677,298
Underwriter's Discount	$ 628,150
Bond Counsel	$ 134,176
Disclosure Counsel	$ 93,323
Financial Advisor	$ 87,033
Rating Agency	$ 67,500
Miscellaneous	$ 18,553

LEGAL INFORMATION: Resolution No. 16-R34 was prepared by the City's bond counsel at the firm of Nabors, Giblin & Nickerson, P.A.; said proposed Resolution 16-R34 has been reviewed and approved as to form by Azlina Goldstein Siegel, Interim City Attorney on 7/5/2016.

STAFF RECOMMENDATION:

Staff recommends approval of Resolution No. 16-R34 authorizing the issuance of the Special Assessment District Refunding Bonds, Series 2016.

SPECIAL CONSIDERATION: None

PRESENTATION INFORMATION:

Finance Department staff will provide a presentation for the Special Assessment District Refunding Bonds, Series 2016.

REQUESTED MEETING DATE: 7/11/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS:

Resolution 16-R43

RECEIVED

JUL 0 6 2016

CITY MANAGER'S OFFICE

CITY OF PORT ST. LUCIE, FLORIDA

SPECIAL ASSESSMENT REFUNDING BONDS, SERIES 2016
(SOUTHWEST ANNEXATION SPECIAL ASSESSMENT DISTRICT NO. 1)

ADOPTED JULY 11, 2016

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RESOLUTION NO. 16-R43

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA, AUTHORIZING THE ISSUANCE BY THE CITY OF PORT ST. LUCIE, FLORIDA OF NOT EXCEEDING $140,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF ITS CITY OF PORT ST. LUCIE, FLORIDA SPECIAL ASSESSMENT REFUNDING BONDS, SERIES 2016 (SOUTHWEST ANNEXATION SPECIAL ASSESSMENT DISTRICT NO. 1) TO REFUND ALL OF THE CITY'S OUTSTANDING SPECIAL ASSESSMENT BONDS, SERIES 2007B (SOUTHWEST ANNEXATION SPECIAL ASSESSMENT DISTRICT NO. 1), IN ORDER TO ACHIEVE DEBT SERVICE SAVINGS AND TO RESTRUCTURE THE CITY'S SPECIAL ASSESSMENT DEBT; PLEDGING THE MONEYS RECEIVED BY THE CITY FROM SPECIAL ASSESSMENTS UPON REAL PROPERTY BENEFITED BY THE INFRASTRUCTURE CAPITAL IMPROVEMENTS THAT WERE FINANCED WITH PROCEEDS OF THE SERIES 2007B BONDS TO SECURE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS; COVENANTING TO BUDGET AND APPROPRIATE LEGALLY AVAILABLE NON-AD-VALOREM REVENUES TO MAKE UP ANY DEFICIENCIES IN THE RESERVE ACCOUNT IN THE EVENT THE SPECIAL ASSESSMENTS ARE INSUFFICIENT FOR SUCH PURPOSE; PROVIDING FOR THE RIGHTS OF THE HOLDERS OF SAID BONDS; MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS IN CONNECTION WITH SUCH BONDS; AUTHORIZING A NEGOTIATED SALE OF SAID BONDS; DELEGATING CERTAIN AUTHORITY TO THE CITY MANAGER FOR THE AUTHORIZATION, EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT WITH RESPECT THERETO, AND THE APPROVAL OF THE TERMS AND DETAILS OF SAID BONDS; ESTABLISHING A BOOK-ENTRY REGISTRATION SYSTEM FOR SUCH BONDS; APPOINTING THE PAYING AGENT AND REGISTRAR FOR SAID BONDS; AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND THE EXECUTION AND DELIVERY OF AN OFFICIAL STATEMENT WITH RESPECT TO SUCH BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF AN ESCROW DEPOSIT AGREEMENT AND THE APPOINTMENT OF AN ESCROW AGENT THERETO; AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTINUING DISCLOSURE AGREEMENT; DELEGATING CERTAIN AUTHORITY TO THE CITY MANAGER WITH RESPECT TO THE PROCUREMENT OF MUNICIPAL BOND INSURANCE; AND PROVIDING FOR AN EFFECTIVE DATE FOR THIS RESOLUTION.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA, AS FOLLOWS:

ARTICLE I
GENERAL

SECTION 1.01. DEFINITIONS. When used in this Resolution, the following terms shall have the following meanings, unless the context clearly otherwise requires:

"Act" shall mean Chapter 166, Florida Statutes, the Charter of the Issuer, the Assessment Ordinance, Ordinance No.16-36, enacted by the Council on July 11, 2016, and other applicable provisions of law.

"Act of Bankruptcy" shall mean (1) the Issuer shall be adjudicated a bankrupt or become subject to an order for relief under federal bankruptcy law, (2) the Issuer shall institute any proceedings seeking an order for relief under federal bankruptcy law or seeking to be adjudicated as bankrupt or insolvent, or seeking dissolution, winding up, liquidation, reorganization, arrangement, adjustment or composition of it or its debts under any law relating to bankruptcy or insolvency, (3) there shall be appointed a receiver, liquidator or similar official for the Issuer under any law relating to bankruptcy or insolvency, or (4) without the application, approval or consent of the Issuer, a receiver, trustee, examiner, liquidator or similar official shall be appointed for the Issuer, or a proceeding described in (2) above shall be instituted against the Issuer, and such appointment continues undischarged or such proceeding continues undismissed or unstayed for a period of thirty (30) consecutive days. The mere declaration of a state of financial emergency under Section 218.503, Florida Statutes, shall not, in and of itself, constitute an Act of Bankruptcy.

"Amortization Installment" shall mean an amount designated as such pursuant to the provisions of this Resolution or a Supplemental Resolution of the Issuer and established with respect to Term Bonds.

"Annual Debt Service" shall mean, at any time, the aggregate amount in the then current Bond Year of (1) interest required to be paid on the Outstanding Bonds during such Bond Year, except to the extent that such interest is to be paid from deposits in the Interest Account made from Bond proceeds, (2) principal of Outstanding Serial Bonds maturing in such Bond Year, and (3) the Amortization Installments herein designated with respect to such Bond Year.

"Assessment Account" shall mean the separate account in the Revenue Fund established pursuant to Section 4.03 hereof.

"Assessment Ordinance" shall mean Ordinance No. 94-34 of the Issuer adopted on July 25, 1994, as it may be amended and supplemented from time to time.

"Assessment Resolutions" shall mean, collectively, the resolutions of the Issuer that provide for the imposition and collection of the Assessments, as each may be amended and supplemented from time to time.

"Assessments" shall mean the special assessments lawfully levied by the Issuer in accordance with the Assessment Ordinance and the Assessment Resolutions against properties specially benefited by the acquisition and construction of the Project.

"Authorized Investments" shall mean any investments that may be made by the Issuer under applicable law and which are allowed under the Issuer's investment policy.

"Bond Counsel" shall mean Nabors, Giblin & Nickerson, P.A., or any other attorney at law or firm of attorneys, of nationally recognized standing in matters pertaining to the federal tax exemption of interest on obligations issued by states and political subdivisions, and duly admitted to practice law before the highest court of any state of the United States of America.

"Bondholder" or **"Holder"** or **"holder"** or any similar term, when used with reference to a Bond or Bonds, shall mean any person who shall be the registered owner of any Outstanding Bond or Bonds as provided in the registration books of the Issuer.

"Bonds" shall mean the City of Port St. Lucie, Florida Special Assessment Refunding Bonds, Series 2016 (Southwest Annexation Special Assessment District No.1), issued pursuant to this Resolution, and to the extent provided in Section 5.01 hereof, any additional parity obligations.

"Bond Year" shall mean the period commencing on July 2 of each year and continuing through the next succeeding July 1, or such other period as may be provided by resolution of the Issuer.

"Business Day" shall mean any day other than (1) a Saturday or Sunday or a legal holiday on which banking institutions in the cities in which the principal offices of the Paying Agent or Registrar are located are required or authorized by law to remain closed or (2) a day on which the New York Stock Exchange is closed.

"City Manager" shall mean the City Manager of the Issuer, or such other person as may be duly authorized to act on his or her behalf, including, but not limited to, any duly appointed and acting City Manager of the Issuer.

"Clerk" shall mean the City Clerk of the Issuer, or such other person as may be duly authorized to act on his or her behalf, including, but not limited to, any duly appointed Deputy City Clerk of the Issuer.

"Code" shall mean the Internal Revenue Code of 1986, as amended, and the regulations, procedures and rules thereunder in effect or proposed.

"Computation Period" shall mean (1) the period of 12 consecutive months out of the 24 months or (2) the complete Fiscal Year immediately preceding the date of issuance of the proposed Senior Lien CB&A Obligations.

"Council" shall mean the City Council of the Issuer.

"Debt Service Fund" shall mean the City of Port St. Lucie, Florida Special Assessment Refunding Bonds, Series 2016 (Southwest Annexation Special Assessment District No.1) Debt Service Fund established pursuant to Section 4.03 hereof.

"Defeasance Obligations" shall mean (1) cash, (2) Government Obligations, (3) evidences of ownership of proportionate interests in future interest and principal payments on Government Obligations held by a bank or trust company or custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying Government Obligations are not available to any person claiming through the custodian or to whom the custodian may be obligated, or (4) Prerefunded Obligations.

"Delinquent Assessments" shall mean, collectively, any and all installments of any Assessments which are paid after they are due.

"Enterprise Fund Revenues" shall mean all revenues received by the Issuer from the operation of its (1) water and wastewater utility system, (2) stormwater utility system, and (3) building department.

"Escrow Deposit Agreement" shall mean the Escrow Deposit Agreement to be executed between the Issuer and U.S. Bank National Association in connection with the issuance of the Bonds and the refunding of the Refunded Bonds, the form of which is attached hereto as Exhibit D.

"Essential Services Expenses" shall mean services necessary for the conducting of the public safety and general governmental operations of the Issuer during the Computation Period, as shown in the Issuer's Consolidated Annual Financial Report.

"Event of Default" shall mean any Event of Default specified in Section 6.01 of this Resolution.

"Expense Account" shall mean the separate account in the Revenue Fund established pursuant to Section 4.03 hereof.

"Financial Advisor" shall mean FirstSouthwest, a Division of Hilltop Securities, Inc.

"Finance Director" shall mean the Finance Director/City Treasurer of the Issuer, or such other person as may be duly authorized to act on his or her behalf.

"Fiscal Year" shall mean the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be prescribed by law.

"Fitch" shall mean Fitch Ratings, and any assigns or successor thereto.

"Government Obligations" shall mean direct, noncallable obligations of the United States of America.

"Insurance Policy" shall mean the municipal bond insurance policy or financial guaranty insurance policy, if any, guaranteeing the scheduled payment of principal of and interest on the Bonds. The Insurance Policy shall only apply with respect to the Bonds if the City Manager determines to obtain such Policy in accordance with Section 9.06 hereof.

"Insurer" shall mean such Person that issues the Insurance Policy, if any, as described and determined in Section 9.06 hereof.

"Interest Account" shall mean the separate account of the Debt Service Fund established pursuant to Section 4.03 hereof.

"Issuer" shall mean the City of Port St. Lucie, Florida.

"Maximum Annual Debt Service" shall mean the largest aggregate amount of the Annual Debt Service becoming due in any Bond Year in which Bonds are Outstanding, excluding all Bond Years which shall have ended prior to the Bond Year in which the Maximum Annual Debt Service shall at any time be computed.

"Mayor" shall mean the Mayor of the Issuer, and such other person as may be duly authorized to act on his or her behalf.

"Moody's" shall mean Moody's Investors Service, and any assigns or successors thereto.

"Non-Ad Valorem Revenues" shall mean the legally available non-ad valorem revenues of the Issuer available to be budgeted and appropriated to pay the Annual Debt Service on the Bonds and to fund deficiencies in the Reserve Account.

"Non-Enterprise Non-Ad Valorem Revenues" shall mean all Non-Ad Valorem Revenues received during the Computation Period (1) without regard to any restriction upon the use of such Non-Ad Valorem Revenues or any existing or future liens on such Non-Ad Valorem Revenues and (2) excluding Enterprise Fund Revenues.

"Outstanding," when used with reference to Bonds and as of any particular date, shall describe all Bonds theretofore and thereupon being authenticated and delivered except, (1) any Bond in lieu of which another Bond or other Bonds have been issued under

agreement to replace lost, stolen, mutilated or destroyed Bonds under Section 2.06 hereof, (2) any Bond surrendered by the Holder thereof in exchange for another Bond or other Bonds under Sections 2.05 and 2.07 hereof, (3) Bonds deemed to have been paid pursuant to Section 8.01 hereof, and (4) Bonds cancelled after purchase in the open market or because of payment at or redemption prior to maturity.

"Paying Agent" shall mean any paying agent for the Bonds appointed by or pursuant to this Resolution and its successor or assigns, and any other Person which may at any time be substituted in its place pursuant to this Resolution.

"Payment Date" shall mean each January 1 and July 1, commencing January 1, 2017.

"Person" shall mean an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization or governmental entity.

"Pledged Revenues" shall mean (1) the Special Assessments Proceeds, and (2) until applied in accordance with the provisions of this Resolution, all moneys, including investments thereof, in the funds and accounts (other than the Rebate Account) established hereunder.

"Policy Costs" shall mean, collectively, the repayment of draws, reasonable expenses and interest related to a Reserve Account Insurance Policy and/or Reserve Account Letter of Credit.

"Prepayments" shall mean any Assessments, or portions thereof, which shall be paid to the Issuer prior to the time the same becomes due.

"Prerefunded Obligations" shall mean any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state (1) which are (A) not callable prior to maturity or (B) as to which irrevocable instructions have been given to the fiduciary for such bonds or other obligations by the obligor to give due notice of redemption and to call such bonds for redemption on the date or date specified in such instructions, (2) which are fully secured as to principal, redemption premium, if any, and interest by a fund held by a fiduciary consisting only of cash or Government Obligations, secured in substantially the manner set forth in Section 8.01 hereof, which fund may be applied only to the payment of such principal of, redemption premium, if any, and interest on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as the case may be, (3) as to which the principal of and interest on the Government Obligations, which have been deposited in such fund along with any cash on deposit in such fund are sufficient, as verified by an independent certified public accountant or other expert in such matters, to pay principal of, redemption premium, if any, and interest on the bonds or other obligations on the maturity date or date thereof or on the redemption

date or dates specified in the irrevocable instructions referred to in clause (1) above and are not available to satisfy any other claims, including those against the fiduciary holding the same, and (4) which are rated in the highest rating category (without regard to gradation, such as "+" or "-" or "1, 2 or 3" of such categories) of Moody's and S&P.

"Principal Account" shall mean the separate account in the Debt Service Fund established pursuant to Section 4.03 hereof.

"Project" shall mean the various infrastructure capital improvements within the Special Assessment District financed with proceeds of the Series 2007B Bonds, as described in the Assessment Resolutions and the bond documents executed in connection with the issuance of the Series 2007B Bonds, all as more particularly described in the plans and specifications on file with the Issuer.

"Proposed CB&A Debt Service" shall mean the maximum amount that is due and payable in any Fiscal Year for principal and interest on the Senior Lien CB&A Obligations proposed to be issued.

"Purchase Contract" shall mean the Bond Purchase Agreement to be executed between the Issuer and the Underwriters in accordance with Section 2.01(B) hereof, which Purchase Contract shall set forth the terms of the Bonds and the form of which is attached hereto as Exhibit A.

"Rebate Account" shall mean the separate account in the Revenue Fund established pursuant to Section 4.03 hereof.

"Redemption Account" shall mean the separate account of the Debt Service Fund established pursuant to Section 4.03 hereof.

"Redemption Price" shall mean, with respect to any Bond or portion thereof, the principal amount or portion thereof, plus the applicable premium, if any, payable upon redemption thereof pursuant to such Bond or this Resolution.

"Refunded Bonds" shall mean all of the outstanding Series 2007B Bonds.

"Registrar" shall mean any registrar for the Bonds appointed by or pursuant to this Resolution and its successors and assigns, and any other Person which may at any time be substituted in its place pursuant to this Resolution.

"Reserve Account" shall mean the separate account in the Debt Service Fund established pursuant to Section 4.03 hereof.

"Reserve Account Insurance Policy" shall mean an insurance policy or surety bond deposited in the Reserve Account in lieu of or in partial substitution for cash on deposit therein pursuant to Section 4.04(A)(4) hereof.

"Reserve Account Letter of Credit" shall mean an unconditional irrevocable letter of credit or line of credit (other than a Reserve Account Insurance Policy) deposited in the Reserve Account in lieu of or in partial substitution for cash on deposit therein pursuant to Section 4.04(A)(4) hereof.

"Reserve Account Requirement" shall mean, as of any date of calculation, an amount equal to the lesser of (1) Maximum Annual Debt Service for all Outstanding Bonds, (2) one hundred twenty-five percent (125%) of the average Annual Debt Service for all Outstanding Bonds, or (3) such other amount as shall be designated by Bond Counsel as the maximum amount of Bond proceeds which may be deposited in the Reserve Account without subjecting the same to yield restriction or causing interest on any of the Bonds (other than taxable Bonds) to be included in gross income for purposes of federal income taxation.

"Resolution" shall mean this Resolution, as the same may from time to time be amended, modified or supplemented by Supplemental Resolution.

"Revenue Fund" shall mean the City of Port St. Lucie, Florida Special Assessment Refunding Bonds, Series 2016 (Southwest Annexation Special Assessment District No.1) Revenue Fund established pursuant to Section 4.03 hereof.

"Senior Lien CB&A Obligations" shall mean obligations secured by (1) a direct pledge of Non-Enterprise Non-Ad Valorem Revenues annually budgeted, appropriated and deposited into a debt service fund pursuant to a covenant to budget an appropriate, or (2) a covenant to budget and appropriate from Non-Enterprise Non-Ad Valorem Revenues but excludes obligations as to which the covenant to budget and appropriate Non-Enterprise Non-Ad Valorem Revenues (A) either (i) supplements some other primary source of security or (ii) relates to payments into a debt service reserve account or reimbursement under a debt service reserve fund surety policy reimbursement agreement, or (B) is expressly junior and subordinate to other covenants to budget and appropriate from Non-Enterprise Non-Ad Valorem Revenues, provided that the debt service coverage, without reference to the covenant to budget and appropriate referred to herein, on the obligations described in this clause (B) is at least 1.1x for the most recent Fiscal Year, otherwise the exclusion shall not apply for purposes of this definition.

"Senior Lien Direct Pledge Obligations" shall mean obligations secured by a senior lien on and pledge of all or any specific source of Non-Enterprise Non-Ad Valorem Revenues.

"Senior Lien Non-Enterprise Non-Ad Valorem Revenue Obligations" shall mean Senior Lien Direct Pledge Obligations and Senior Lien CB&A Obligations.

"Serial Bonds" shall mean all of the Bonds other than Term Bonds.

"Series 2007B Bonds" shall mean the City of Port St. Lucie, Florida Special Assessment Revenue Bonds, Series 2007B (Southwest Annexation Special Assessment District No. 1), the proceeds of which were used to finance costs of the Project.

"Special Assessment District" shall mean Southwest Annexation Special Assessment District No. 1, created pursuant to the Assessment Resolutions.

"Special Assessment Proceeds" shall mean the proceeds of the Assessments lawfully collected by the Issuer, including the interest and penalties on such Assessments. Special Assessment Proceeds shall include moneys lawfully received by the Issuer on account of collection of Delinquent Assessments and Prepayments. Special Assessment Proceeds shall also include proceeds of any re-assessment pursuant to Section 5.07 hereof.

"S&P" shall mean Standard and Poor's, a Division of The McGraw-Hill Companies, and any assigns and successors thereto.

"State" shall mean the State of Florida.

"Supplemental Resolution" shall mean any resolution of the Issuer amending or supplementing this Resolution adopted and becoming effective in accordance with the terms of Sections 7.01, 7.02 and 7.03 hereof.

"Term Bonds" shall mean those Bonds which shall be designated as or authorized to be Term Bonds pursuant to the provisions of this Resolution or a Supplemental Resolution and which are subject to mandatory redemption by Amortization Installment.

"Total Non-Enterprise Fund Revenues" shall mean all revenues received by the Issuer during the Computation Period, excluding Enterprise Fund Revenues.

"Underwriters" shall mean with respect to the City of Port St. Lucie, Florida Special Assessment Refunding Bonds, Series 2016 (Southwest Annexation Special Assessment District No.1), collectively, RBC Capital Markets, LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated, Citigroup Global Markets Inc., and Wells Fargo Bank, National Association.

The terms "herein," "hereunder," "hereby," "hereto," "hereof," and any similar terms, shall refer to this Resolution; the term "heretofore" shall mean before the date of adoption of this Resolution; and the term "hereafter" shall mean after the date of adoption of this Resolution.

Words importing the masculine gender include every other gender.

Words importing the singular number include the plural number, and vice versa.

SECTION 1.02. AUTHORITY FOR RESOLUTION. This Resolution is adopted pursuant to the provisions of the Act.

SECTION 1.03. RESOLUTION TO CONSTITUTE CONTRACT. In consideration of the purchase and acceptance of any or all of the Bonds by those who shall hold the same from time to time, the provisions of this Resolution shall be a part of the contract of the Issuer with the Holders of the Bonds, and shall be deemed to be and shall constitute a contract between the Issuer and the Holders from time to time of the Bonds. The pledge made in this Resolution and the provisions, covenants and agreements herein set forth to be performed by or on behalf of the Issuer shall be for the equal benefit, protection and security of the Holders of any and all of said Bonds and for the benefit, protection and security of the Insurer. For purposes of this Resolution, the Insurer shall be a third party beneficiary. All of the Bonds, regardless of the time or times of their issuance or maturity, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof except as expressly provided in or pursuant to this Resolution.

SECTION 1.04. FINDINGS. It is hereby ascertained, determined and declared that:

(A) The Issuer previously issued the Series 2007B Bonds to finance costs of the Project which has been completed and is located within the Special Assessment District.

(B) In order to achieve debt service savings and to restructure the Issuer's special assessment debt, the Issuer deems it to be in its best interest to issue the City of Port St. Lucie, Florida Special Assessment Refunding Bonds, Series 2016 (Southwest Annexation Special Assessment District No.1).

(C) A portion of the proceeds derived from the sale of the Bonds, together with other legally available moneys of the Issuer, shall be deposited into a special escrow deposit trust fund to purchase certain United States Treasury obligations which shall be sufficient, together with the investment earnings therefrom and a cash deposit, if any, to pay the Refunded Bonds as the same become due and payable or are redeemed prior to maturity, all as provided herein and in the Escrow Deposit Agreement.

(D) Due to the potential volatility of the market for tax-exempt obligations such as the Bonds and the complexity of the transactions relating to such Bonds, it is in the best interest of the Issuer to sell the Bonds by a negotiated sale, allowing the Issuer to enter the market at the most advantageous time, rather than at a specified advertised date, thereby permitting the Issuer to obtain the best possible price and interest rate for the Bonds.

(E) The Issuer anticipates receiving a favorable offer to purchase the Bonds from the Underwriters all within the parameters set forth herein.

(F) Inasmuch as the Issuer desires to sell the Bonds at the most advantageous time and not wait for a scheduled meeting of the Council of the Issuer, so long as the herein described parameters are met, the Issuer hereby determines to delegate the award of the sale of the Bonds and certain other responsibilities to the City Manager or, in his absence or unavailability, the Finance Director.

(G) The Bonds shall not be or constitute general obligations or indebtedness of the Issuer as "bonds" within the meaning of any constitutional or statutory provision, but shall be special limited obligations of the Issuer, payable solely from and secured by a lien upon and pledge of the Pledged Revenues, and, if necessary, the Non-Ad Valorem Revenues budgeted and appropriated as provided herein, all in the manner and to the extent provided herein. No Holder of any Bond shall ever have the right to compel the exercise of any ad valorem taxing power to pay such Bond, or be entitled to payment of such Bond from any moneys of the Issuer except from the Pledged Revenues and the Non-Ad Valorem Revenues budgeted and appropriated as provided herein, all in the manner and to the extent provided herein.

SECTION 1.05. AUTHORIZATION OF THE REFUNDING OF THE REFUNDED BONDS. The Issuer does hereby authorize the advance refunding of the Refunded Bonds.

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ARTICLE II
AUTHORIZATION, TERMS, EXECUTION AND REGISTRATION OF BONDS

SECTION 2.01 AUTHORIZATION AND DESCRIPTION OF THE BONDS; CONDITIONS TO EXECUTION OF PURCHASE CONTRACT. (A) This Resolution creates an issue of bonds of the Issuer to be designated as "City of Port St. Lucie, Florida Special Assessment Refunding Bonds, Series 2016 (Southwest Annexation Special Assessment District No.1)," issued in the aggregate principal amount of not exceeding $140,000,000. The Bonds are issued for the principal purposes of refunding the Refunded Bonds and paying certain costs of issuance incurred with respect to the Bonds. The aggregate principal amount of Bonds to be issued pursuant to this Resolution shall be determined by the City Manager provided such aggregate principal amount does not exceed $140,000,000. The Bonds shall be dated as of their date of delivery (or such other date as the City Manager may determine), shall be numbered from 1 upward in order of maturity preceded by the letter "R," shall be issued in the form of fully registered Bonds in the denominations of $5,000 and any integral multiple thereof, shall be in book-entry only form of registration, shall bear interest from their date of delivery (or such other date as the City Manager may determine), payable semi-annually, on January 1 and July 1 of each year, commencing on January 1, 2017 (or such other date as the City Manager may determine). The Bonds shall bear interest computed on the basis of a 360-day year consisting of twelve 30-day months.

The Bonds shall bear interest at such rates and yields, shall mature on July 1 of each of the years and in the principal amounts corresponding to such years, and, except as otherwise provided herein, shall have such redemption provisions, all as determined by the City Manager subject to the conditions set forth in Section 2.01(B) hereof. All of the terms of the Bonds will be included in the Purchase Contract which shall be in substantially the form attached hereto and made a part hereof as Exhibit A. The City Manager is hereby authorized to execute, and the Clerk is hereby authorized to attest and affix the official seal of the Issuer to, the Purchase Contract in substantially the form attached hereto as Exhibit A with such modifications as the City Manager deems appropriate upon satisfaction of the conditions described in Section 2.01(B) hereof.

The principal of or Redemption Price, if applicable, on the Bonds are payable upon presentation and surrender of the Bonds at the designated corporate trust office of the Paying Agent. Interest payable on any Bond on any Payment Date will be paid by check or draft of the Paying Agent to the Holder in whose name such Bond shall be registered at the close of business on the date which shall be the fifteenth day (whether or not a Business Day) of the calendar month next preceding such Payment Date, or at the request of such Holder, by bank wire transfer for the account of such Holder. All payments of principal of or Redemption Price, if applicable, and interest on the Bonds shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

(B) The Purchase Contract shall not be executed by the City Manager until such time as all of the following conditions have been satisfied:

(i) Receipt by the City Manager of a written offer to purchase the Bonds by the Underwriters substantially in the form of the Purchase Contract attached hereto as Exhibit A, said offer to provide for, among other things, (a) not exceeding $140,000,000 aggregate principal amount of Bonds, (b) an underwriting discount (including management fee and expenses) not in excess of 0.40% of the par amount of the Bonds, (c) a true interest cost (as calculated by the Issuer's Financial Advisor) with respect to the Bonds of no more than 4.10%, as determined by the Financial Advisor, (d) net present value savings with respect to the refunding of the Refunded Bonds of no less than 5.00%, as determined by the Financial Advisor, and (e) the maturities of the Bonds, with the final maturity being not later than July 1, 2045.

(ii) With respect to optional redemption terms for the Bonds, the first optional redemption date may be no later than July 1, 2026 and there shall be no call premium. Term Bonds may be established with such Amortization Installments as the City Manager deems appropriate, upon the advice of the Financial Advisor.

(iii) Receipt by the City Manager of a disclosure statement and a truth-in-bonding statement of the Underwriters dated the date of the Purchase Contract and complying with Section 218.385, Florida Statutes.

(iv) Receipt of a good faith deposit from the Underwriters in an amount equal to no less than one percent (1%) of the preliminary par amount of the Bonds as set forth in the Preliminary Official Statement described in Section 9.01 hereof.

Upon satisfaction of all the requirements set forth in this Section 2.01(B), the City Manager is authorized to execute and deliver the Purchase Contract containing terms complying with the provisions of this Section 2.01(B) and the Bonds shall be sold to the Underwriters pursuant to the provisions of such Purchase Contract.

SECTION 2.02. APPLICATION OF BOND PROCEEDS; TRANSFER OF CERTAIN FUNDS. (A) The proceeds derived from the sale of the Bonds, including accrued interest and premium, if any, shall, simultaneously with the delivery of the Bonds to the purchaser or purchasers thereof, be applied by the Issuer as follows:

(i) A sufficient amount of Bond proceeds, together with any other legally available moneys of the Issuer, shall be deposited irrevocably in trust in an escrow deposit trust fund established under the terms and provisions of the hereinafter described Escrow Deposit Agreement and, other than a cash deposit, shall be invested in United States Treasury obligations in the manner set forth in the Escrow Deposit Agreement, which investments shall mature at such times and in such amounts as shall be sufficient, together with such cash deposit, to pay the principal

of, premium, if applicable, and interest on the Refunded Bonds as the same mature or are redeemed on their respective redemption dates.

(ii) A sufficient amount of the Bond proceeds shall be applied to the payment of costs and expenses relating to the issuance of the Bonds, including the premium for the Insurance Policy, if any

(iii) The balance of the Bond proceeds, if any, shall be deposited in the Interest Account and shall be applied to pay scheduled interest on the Bonds.

(B) Upon the issuance of the Bonds and the defeasance of the Refunded Bonds, moneys on deposit in the debt service reserve account or subaccount established for the benefit of the Refunded Bonds shall be transferred to the Reserve Account in an amount sufficient to satisfy the Reserve Account Requirement for the Bonds. Any excess moneys shall be deposited to the escrow deposit trust fund established pursuant to the Escrow Deposit Agreement or shall be deposited to the Interest Account and used to pay interest on the Bonds on the first interest payment date following the issuance of the Bonds as determined by the City Manager upon the advice of the Financial Advisor and Bond Counsel to the Issuer.

(C) The Refunded Bonds will be refunded from proceeds of the Bonds and other legally available moneys of the Issuer. Any excess moneys on deposit in the funds or accounts established pursuant to the bond documents executed in connection with the issuance of the Refunded Bonds not required by the terms of such documents or this Resolution to be on deposit therein or herein upon the issuance of the Bonds shall be transferred to the escrow deposit trust fund established pursuant to the Escrow Deposit Agreement established pursuant to the Escrow Deposit Agreement or shall be deposited to the Interest Account and used to pay interest on the Bonds on the first interest payment date following the issuance of the Bonds as determined by the City Manager upon the advice of the Financial Advisor and Bond Counsel to the Issuer.

SECTION 2.03. EXECUTION OF BONDS. The Bonds shall be executed in the name of the Issuer with the manual or facsimile signature of the Mayor and the official seal of the Issuer shall be imprinted thereon, attested and countersigned with the manual or facsimile signature of the Clerk. In case any one or more of the officers who shall have signed or sealed any of the Bonds or whose facsimile signature shall appear thereon shall cease to be such officer of the Issuer before the Bonds so signed and sealed have been actually sold and delivered, such Bonds may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Bonds had not ceased to hold such office. Any Bond may be signed and sealed on behalf of the Issuer by such person who at the actual time of the execution of such Bond shall hold the proper office of the Issuer, although at the date of such Bond such person may not have held such office or may not have been so authorized. The Issuer may adopt and use for such purposes the facsimile signatures of any such persons who shall have held such offices at any time

after the date of the adoption of this Resolution, notwithstanding that either or both shall have ceased to hold such office at the time the Bonds shall be actually sold and delivered.

SECTION 2.04. AUTHENTICATION. No Bond shall be secured hereunder or entitled to the benefit hereof or shall be valid or obligatory for any purpose unless there shall be manually endorsed on such Bond a certificate of authentication by the Registrar or such other entity as may be approved by the Issuer for such purpose. Such certificate on any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Resolution. The certificate shall be substantially in the form provided in Section 2.08 hereof.

SECTION 2.05. TEMPORARY BONDS. Until the definitive Bonds are prepared, the Issuer may execute, in the same manner as is provided in Section 2.03 hereof, and deliver, upon authentication by the Registrar pursuant to Section 2.04 hereof, in lieu of definitive Bonds, but subject to the same provisions, limitations and conditions as the definitive Bonds, except as to the denominations thereof, one or more temporary Bonds substantially of the tenor of the definitive Bonds in lieu of which such temporary Bond or Bonds are issued, in denominations authorized by the Issuer by Supplemental Resolution, and with such omissions, insertions and variations as may be appropriate to temporary Bonds. The Issuer, at its own expense, shall prepare and execute definitive Bonds, which shall be authenticated by the Registrar. Upon the surrender of such temporary Bonds for exchange, the Registrar, without charge to the Holder thereof, shall deliver in exchange therefor definitive Bonds, of the same aggregate principal amount and maturity as the temporary Bonds surrendered. Until so exchanged, the temporary Bonds shall in all respects be entitled to the same benefits and security as definitive Bonds issued pursuant to this Resolution. All temporary Bonds surrendered in exchange for another temporary Bond or Bonds or for a definitive Bond or Bonds shall be forthwith cancelled by the Registrar.

SECTION 2.06. BONDS MUTILATED, DESTROYED, STOLEN OR LOST. In case any Bond shall become mutilated, or be destroyed, stolen or lost, the Issuer may, in its discretion, issue and deliver, and the Registrar shall authenticate, a new Bond of like tenor as the Bond so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond upon surrender and cancellation of such mutilated Bond or in lieu of and substitution for the Bond destroyed, stolen or lost, and upon the Holder furnishing the Issuer and the Registrar proof of his ownership thereof and indemnity satisfactory to the Issuer, the Registrar and the Insurer and complying with such other reasonable regulations and conditions as the Issuer or the Registrar may prescribe and paying such expenses as the Issuer and the Registrar may incur. All Bonds so surrendered or otherwise substituted shall be cancelled by the Registrar. If any of the Bonds shall have matured or been called for redemption or be about to mature or be called for redemption, instead of issuing a substitute Bond, the Issuer may pay the same or cause the Bond to be

paid, upon being indemnified as aforesaid, and if such Bonds be lost, stolen or destroyed, without surrender thereof.

Any such duplicate Bonds issued pursuant to this Section 2.06 shall constitute original, additional contractual obligations on the part of the Issuer whether or not the lost, stolen or destroyed Bond be at any time found by anyone, and such duplicate Bond shall be entitled to equal and proportionate benefits and rights as to lien on the Pledged Revenues to the same extent as all other Bonds issued hereunder.

SECTION 2.07. INTERCHANGEABILITY, NEGOTIABILITY AND TRANSFER. Bonds, upon surrender thereof at the office of the Registrar with a written instrument of transfer satisfactory to the Registrar, duly executed by the Holder thereof or his attorney duly authorized in writing, may, at the option of the Holder thereof, be exchanged for an equal aggregate principal amount of registered Bonds of the same maturity of any other authorized denominations.

The Bonds issued under this Resolution shall be and have all the qualities and incidents of negotiable instruments under the law merchant and the Uniform Commercial Code of the State of Florida, subject to the provisions for registration of transfer contained in this Resolution and in the Bonds. So long as any of the Bonds shall remain Outstanding, the Issuer shall maintain and keep, at the office of the Registrar, books for the registration of transfer of the Bonds.

The transfer of any Bond shall be registered only upon the books of the Issuer, at the office of the Registrar, under such reasonable regulations as the Issuer may prescribe, by the Holder thereof in person or by his attorney duly authorized in writing upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar duly executed by the Holder or his duly authorized attorney with signature guaranteed. Upon the registration of transfer of any such Bond, the Issuer shall issue, and cause to be authenticated, in the name of the transferee a new Bond or Bonds of the same aggregate principal amount and maturity as the surrendered Bond. The Issuer, the Registrar and any Paying Agent or fiduciary of the Issuer may deem and treat the Person in whose name any Outstanding Bond shall be registered upon the books of the Issuer as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price, if applicable, and interest on such Bond and for all other purposes, and all such payments so made to any such Holder or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid and neither the Issuer nor the Registrar nor any Paying Agent or other fiduciary of the Issuer shall be affected by any notice to the contrary.

Any Paying Agent of any fully registered Bond shall effect payment of interest on such Bonds by mailing a check or draft to the Holder entitled thereto or may, in lieu thereof,

upon the request of such Holder, transmit such payment by bank wire transfer for the account of such Holder.

In all cases in which Bonds shall be exchanged or the transfer of Bonds shall be registered, the Issuer shall execute and the Registrar shall authenticate and deliver such Bonds in accordance with the provisions of this Resolution. Execution of Bonds by the Mayor and Clerk for purposes of exchanging, replacing or registering the transfer of Bonds may occur at the time of the original delivery of the Bonds. All Bonds surrendered in any such exchanges or registration of transfer shall be held by the Registrar in safekeeping until directed by the Issuer to be cancelled by the Registrar. For every such exchange or registration of transfer, the Issuer or the Registrar may make a charge sufficient to reimburse it for any tax, fee, expense or other governmental charge required to be paid with respect to such exchange or registration of transfer. The Issuer and the Registrar shall not be obligated to make any such exchange or registration of transfer of Bonds during the fifteen (15) days next preceding a Payment Date on the Bonds, or, in the case of any proposed redemption of Bonds, then, during the fifteen (15) days next preceding the date of the first mailing of notice of such redemption and, in the case of the Bonds called for redemption, continuing until such redemption date.

The Issuer may elect to issue Bonds as uncertificated registered public obligations (not represented by instruments), commonly known as book-entry obligations, provided it shall establish a system of registration therefor by Supplemental Resolution. In accordance with Section 2.08 hereof, the Issuer elects to initially provide for a book-entry only system of registration for the Bonds.

SECTION 2.08. BOOK-ENTRY. Notwithstanding the provisions set forth in Section 2.07 of the Resolution, the Bonds shall be initially issued in the form of a separate single certificated fully registered Bond for each of the maturities of the Bonds. Upon initial issuance, the ownership of each such Bond shall be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"). All of the Outstanding Bonds initially shall be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC. As long as the Bonds shall be registered in the name of Cede & Co., all payments of principal on the Bonds shall be made by the Paying Agent by check or draft or by wire transfer to Cede & Co., as Holder of the Bonds.

With respect to Bonds registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, the Issuer, the Registrar and the Paying Agent shall have no responsibility or obligation to any direct or indirect participant in the DTC book-entry program (a "Participant"). Without limiting the immediately preceding sentence, the Issuer, the Registrar and the Paying Agent shall have no responsibility or obligation with respect to (A) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest on the Bonds, (B) the delivery to any Participant or any other Person other than a Bondholder, as shown in the registration books

kept by the Registrar, of any notice with respect to the Bonds, including any notice of redemption, or (C) the payment to any Participant or any other Person, other than a Bondholder, as shown in the registration books kept by the Registrar, of any amount with respect to principal of, redemption premium, if any, or interest on the Bonds. The Issuer, the Registrar and the Paying Agent may treat and consider the Person in whose name each Bond is registered in the registration books kept by the Registrar as the Holder and absolute owner of such Bond for the purpose of payment of principal, redemption premium, if any, and interest with respect to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent shall pay all principal of, redemption premium, if any, and interest on the Bonds only to or upon the order of the respective Holders, as shown in the registration books kept by the Registrar, or their respective attorneys duly authorized in writing, as provided herein and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal, redemption premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No Person other than a Holder, as shown in the registration books kept by the Registrar, shall receive a certificated Bond evidencing the obligation of the Issuer to make payments of principal, redemption premium, if any, and interest pursuant to the provisions hereof. Upon delivery by DTC to the Issuer of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions herein with respect to transfers during the fifteen (15) days next preceding a Payment Date or mailing of notice of redemption, the words "Cede & Co." in this Resolution shall refer to such new nominee of DTC; and upon receipt of such notice, the Issuer shall promptly deliver a copy of the same to the Registrar and the Paying Agent.

Upon (A) receipt by the Issuer of written notice from DTC (i) to the effect that a continuation of the requirement that all of the Outstanding Bonds be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, is not in the best interest of the beneficial owners of the Bonds or (ii) to the effect that DTC is unable or unwilling to discharge its responsibilities, or (B) determination by the Issuer that such book-entry only system is burdensome or undesirable to the Issuer, the Bonds shall no longer be restricted to being registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, but may be registered in whatever name or names Holders shall designate, in accordance with the provisions hereof. In such event, the Issuer shall issue and the Registrar shall authenticate, transfer and exchange Bonds of like principal amount and maturity, in denominations of $5,000 or any integral multiple thereof to the Holders thereof. The foregoing notwithstanding, until such time as participation in the book-entry only system is discontinued, the provisions set forth in the Letter of Representations previously executed by the Issuer and delivered to DTC in order to induce DTC to act as securities depository for the Bonds shall apply to the payment of principal of and interest on the Bonds.

SECTION 2.09. FORM OF BONDS. The text of the Bonds shall be in substantially the following form with such omissions, insertions and variations, including any changes required for book-entry only registration of the Bonds, as may be necessary and/or desirable and approved by the Mayor or the Clerk prior to the issuance thereof (which necessity and/or desirability and approval shall be presumed by such officer's execution of the Bonds and the Issuer's delivery of the Bonds to the purchaser or purchasers thereof):

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No. R- $

UNITED STATES OF AMERICA
STATE OF FLORIDA
CITY OF PORT ST. LUCIE, FLORIDA
SPECIAL ASSESSMENT REFUNDING BOND, SERIES 2016
(SOUTHWEST ANNEXATION SPECIAL ASSESSMENT DISTRICT NO. 1),

Interest Rate	Maturity Date	Date of Original Issue	CUSIP
____%	_____	_____	_____

Registered Holder: CEDE & CO.

Principal Amount:

KNOW ALL MEN BY THESE PRESENTS, the City of Port St. Lucie, Florida, a municipal corporation of the State of Florida (the "Issuer"), for value received, hereby promises to pay, solely from the moneys hereinafter described, to the Registered Holder identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest on such Principal Amount from the Date of Original Issue identified above or from the most recent interest payment date to which interest has been paid at the Interest Rate per annum identified above on January 1 and July 1 of each year, commencing January 1, 2017, until such Principal Amount shall have been paid, except as the provisions hereinafter set forth with respect to redemption prior to maturity may be or become applicable hereto. Interest on this Bond shall be computed on the basis of a 360-day year consisting of twelve 30-day months.

Such Principal Amount and interest and the premium, if any, on this Bond are payable in any coin or currency of the United States of America which, on the respective dates of payment thereof, shall be legal tender for the payment of public and private debts. Such Principal Amount and the premium, if any, on this Bond, are payable, upon presentation and surrender hereof, at the designated corporate trust office of Zions Bank, a division of ZB, National Association, Denver, Colorado, as Paying Agent. Payment of each installment of interest shall be made to the person in whose name this Bond shall be registered on the registration books of the Issuer maintained by Zions Bank, a division of ZB, National Association, Denver, Colorado, as Registrar, at the close of business on the date which shall be the fifteenth day (whether or not a business day) of the calendar month

next preceding each interest payment date and shall be paid by a check or draft of such Paying Agent mailed to such Registered Holder at the address appearing on such registration books or, at the request of such Registered Holder, by bank wire transfer for the account of such Holder.

This Bond is one of an authorized issue of Bonds in the aggregate principal amount of $_____ (the "Bonds") of like date, tenor and effect, except as to maturity date, interest rate, denomination and number, issued for the principal purpose of providing moneys to refund certain outstanding bonds of the Issuer, the proceeds of which were used to finance costs of certain infrastructure capital improvements (the "Project") within the Southwest Annexation Special Assessment District No. 1 (the "Special Assessment District"), under the authority of and in full compliance with the Constitution and laws of the State of Florida, particularly Chapter 166, Florida Statutes, the Issuer's Ordinance No. 16-36, enacted by the City Council of the Issuer on July 11, 2016, the Issuer's Ordinance No. 94-34, enacted on July 25, 1994, as amended and supplemented from time to time, and other applicable provisions of law (the "Act"), and a resolution duly adopted by the City Council of the Issuer on July 11, 2016, as the same may be amended and supplemented from time to time (the "Resolution"), and is subject to all the terms and conditions of the Resolution.

This Bond and the interest hereon are payable from and secured by a lien upon and a pledge of (1) the proceeds of certain special assessments levied and collected by the Issuer upon property benefited by the Project within the Special Assessment District, as more particularly described in the Resolution, and (2) until applied in accordance with the provisions of the Resolution, all moneys, including investments thereof, in certain of the funds and accounts established by the Resolution, all in the manner and to the extent described in the Resolution (collectively, the "Pledged Revenues"). It is expressly agreed by the Registered Holder of this Bond that the full faith and credit of the Issuer, the State of Florida, or any political subdivision thereof, are not pledged to the payment of the principal of, premium, if any, and interest on this Bond and that such Holder shall never have the right to require or compel the exercise of any taxing power of the Issuer, the State of Florida, or any political subdivision thereof, to the payment of such principal, premium, if any, and interest. This Bond and the obligation evidenced hereby shall not constitute a lien upon any property of the Issuer or the Project, but shall constitute a lien only on, and shall be payable from, the Pledged Revenues. The Issuer may issue additional obligations on parity with the Bonds as to the pledge of and lien on the Pledged Revenues in accordance with the terms of the Resolution.

Pursuant to the Resolution, in the event the Pledged Revenues are not sufficient to pay scheduled debt service on the Bonds, the Issuer has agreed to budget and appropriate legally available Non-Ad Valorem Revenues (as defined in the Resolution) to replenish the Reserve Account (as defined in the Resolution), in the manner and to the extent provided in the Resolution.

The Issuer has established a book-entry system of registration for the Bonds. Except as specifically provided otherwise in the Resolution, an agent will hold this Bond on behalf of the beneficial owner thereof. By acceptance of a confirmation of purchase, delivery or transfer, the beneficial owner of this Bond shall be deemed to have agreed to such arrangement.

This Bond is transferable in accordance with the terms of the Resolution only upon the books of the Issuer kept for that purpose at the designated corporate trust office of the Registrar by the Registered Holder hereof in person or by his attorney duly authorized in writing, upon the surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Holder or his attorney duly authorized in writing, and thereupon a new Bond or Bonds in the same aggregate principal amount shall be issued to the transferee in exchange therefor, and upon the payment of the charges, if any, therein prescribed. The Bonds are issuable in the form of fully registered Bonds in the denomination of $5,000 and any integral multiple thereof, not exceeding the aggregate principal amount of the Bonds. The Issuer, the Registrar and any Paying Agent may treat the Registered Holder of this Bond as the absolute owner hereof for all purposes, whether or not this Bond shall be overdue, and shall not be affected by any notice to the contrary. The Issuer and the Registrar shall not be obligated to make any exchange or transfer of the Bonds during the fifteen (15) days next preceding an interest payment date or, in the case of any proposed redemption of the Bonds, then, during the fifteen (15) days next preceding the date of the first mailing of notice of such redemption and, in the case of the Bonds called for redemption, continuing until such redemption date.

[Insert Redemption Provisions]

Redemption of this Bond under the preceding paragraphs shall be made as provided in the Resolution upon notice given by first class mail sent at least thirty (30) days prior to the redemption date; provided, however, that failure to mail notice to the Registered Holder hereof, or any defect therein, shall not affect the validity of the proceedings for redemption of other Bonds as to which no such failure or defect has occurred. In the event that less than the full principal amount hereof shall have been called for redemption, the Registered Holder hereof shall surrender this Bond in exchange for one or more Bonds in an aggregate principal amount equal to the unredeemed portion of principal, as provided in the Resolution.

Reference to the Resolution and any and all resolutions supplemental thereto and modifications and amendments thereof and to the Act is made for a description of the pledge and covenants securing this Bond, the nature, manner and extent of enforcement of such pledge and covenants, the rights, duties, immunities and obligations of the Issuer.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen and to be performed precedent to and in the issuance of this Bond, exist, have happened and have been performed, in regular and due form and time as required by the

laws and Constitution of the State of Florida applicable thereto, and that the issuance of the Bonds does not violate any constitutional or statutory limitations or provisions.

As long as the book-entry-only system is used for determining beneficial ownership of the Bonds, notice of redemption will only be sent to Cede & Co. Cede & Co. will be responsible for notifying the DTC Participants, who will in turn be responsible for notifying the Beneficial Owners. Any failure of Cede & Co. to notify any DTC Participant, or of any DTC Participant to notify the Beneficial Owner of any such notice, will not affect the validity of the redemption of the Bonds.

Neither the members of the City Council of the Issuer nor the Mayor nor any person executing this Bond shall be liable personally hereon or be subject to any personal liability or accountability by reason of the issuance hereof.

This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Registrar.

IN WITNESS WHEREOF, the City of Port St. Lucie, Florida has issued this Bond and has caused the same to be executed by the manual or facsimile signature of its Mayor and by the manual or facsimile signature of its City Clerk and its official seal or a facsimile thereof to be affixed or reproduced hereon, all as of the Date of Original Issue.

CITY OF PORT ST. LUCIE, FLORIDA

(SEAL)

_____

Mayor

ATTEST:

_____

City Clerk

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue described in the within-mentioned Resolution.

DATE OF AUTHENTICATION:

_____

_____
Registrar

By: _____
Authorized Signatory

Unless this certificate is presented by an authorized representative of The Depository Trust Company to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by the authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____

_____

Insert Social Security or Other Identifying Number of Assignee

_____

(Name and Address of Assignee)

_____

the within Bond and does hereby irrevocably constitute and appoint _____, as attorneys to register the transfer of the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated:_____

Signature guaranteed:

_____

NOTICE: Signature must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or similar program.

_____

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever and the Social Security or other identifying number of such assignee must be supplied.

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM -- as tenants in common

TEN ENT -- as tenants by the entireties

JT TEN -- as joint tenants with right of survivorship and not as tenants in common

UNIF TRANS MIN ACT --_____
(Cust.)

Custodian for _____

under Uniform Transfer to Minors Act of_____
(State)

Additional abbreviations may also be used though not in list above.

ARTICLE III
REDEMPTION OF BONDS

SECTION 3.01. PRIVILEGE OF REDEMPTION; EXTRAORDINARY REDEMPTION. (A) The Bonds shall be subject to such optional and mandatory sinking fund redemption provisions as are determined by the City Manager in accordance with Section 2.01(B) hereof and as set forth in the Purchase Contract and in the Official Statement (referred to in Section 9.02 hereof).

(B) The Bonds shall be subject to extraordinary mandatory redemption, at any time on any date without premium, in ascending order of maturities and by lot within a maturity, at a redemption price equal to par plus accrued interest to the redemption date, from moneys on deposit in the Redemption Account , which may include moneys resulting from Prepayments and investment earnings deposited or retained in the Redemption Account.

(C) Additional parity obligations issued in accordance with Section 5.01 hereof shall be subject to redemption in accordance with and as provided in the terms of the Supplemental Resolution setting forth the details of such obligations.

SECTION 3.02. SELECTION OF BONDS TO BE REDEEMED. The Bonds shall be redeemed only in the principal amount of $5,000 each and integral multiples thereof. The Issuer shall, at least 30 days prior to the redemption date (unless a shorter time period shall be satisfactory to the Registrar), notify the Registrar of such redemption date and of the principal amount of Bonds to be redeemed and, if less than all of the Outstanding Bonds are to be redeemed, the particular maturities and portions thereof to be redeemed. For purposes of any redemption of less than all of the Outstanding Bonds of a single maturity, the particular Bonds or portions of Bonds to be redeemed shall be selected not more than 30 days prior to the redemption date by the Registrar from the Outstanding Bonds of the maturity or maturities designated by the Issuer by such method as the Registrar shall deem fair and appropriate and which may provide for the selection for redemption of Bonds or portions of Bonds in principal amounts of $5,000 and integral multiples thereof. Notwithstanding the foregoing, if less than all of a Term Bond is to be redeemed, the aggregate principal amount to be redeemed shall be allocated to the Amortization Installments on an ascending order basis unless the Issuer, in its discretion, designates a different allocation.

If less than all of the Outstanding Bonds of a single maturity are to be redeemed, the Registrar shall promptly notify the Issuer and Paying Agent (if the Registrar is not the Paying Agent for such Bonds) in writing of the Bonds or portions of Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed.

SECTION 3.03. NOTICE OF REDEMPTION. Except as otherwise provided herein, notice of such redemption, which shall specify the Bond or Bonds (or portions thereof) to be redeemed and the date and place for redemption, shall be given by the Registrar on behalf of the Issuer, and (A) shall be filed with the Paying Agent of the Bonds, (B) shall be mailed first class, postage prepaid, at least thirty (30) days prior to the redemption date to all Holders of Bonds to be redeemed at their addresses as they appear on the registration books kept by the Registrar, and (C) shall be mailed certified, postage prepaid, at least thirty (30) days prior to the redemption date to the registered securities depositories and to two or more nationally recognized municipal bond information services. Failure to mail notice to the Holders of the Bonds to be redeemed, or any defect therein, shall not affect the validity of the proceedings of redemption of such Bonds as to which no such failure or defect has occurred.

As long as the book-entry-only system is used for determining beneficial ownership of the Bonds, notice of redemption will only be sent to Cede & Co. Cede & Co. will be responsible for notifying the Participants, who will in turn be responsible for notifying the beneficial owners. Any failure of Cede & Co. to notify any Participant, or of any Participant to notify the beneficial owner of any such notice, will not affect the validity of the redemption of the Bonds.

Each notice of redemption shall state: (1) the CUSIP numbers of all Bonds being redeemed; (2) the original issue date of such Bonds; (3) the maturity date and rate of interest borne by each Bond being redeemed; (4) the redemption date; (5) the Redemption Price; (6) the date on which such notice is mailed; (7) if less than all Outstanding Bonds are to be redeemed, the certificate number (and, in the case of a partial redemption of any Bond, the principal amount) of each Bond to be redeemed; (8) that on such redemption date there shall become due and payable upon each Bond to be redeemed the Redemption Price thereof, or the Redemption Price of the specified portions of the principal thereof in the case of Bonds to be redeemed in part only, together with interest accrued thereon to the redemption date, and that from and after such date interest thereon shall cease to accrue and be payable; (9) that the Bonds to be redeemed, whether as a whole or in part, are to be surrendered for payment of the redemption price at the principal office of the Registrar at an address specified; (10) the name and telephone number of a person designated by the Registrar to be responsible for such redemption; and (11) unless sufficient funds have been set aside by the Issuer for such purpose prior to the mailing of the notice of redemption, that such redemption is conditioned upon the deposit of sufficient funds for such purpose on or prior to the date set for redemption; and provided, further, that such notice and the redemption set forth therein may be subject to the satisfaction of one or more additional conditions set forth therein.

The Issuer may provide that a redemption may be contingent upon the occurrence of certain condition(s) and that if such condition(s) do not occur the notice of redemption

will be rescinded, provided notice of rescission shall be mailed in the manner described above to all affected Bondholders as soon as practicable.

SECTION 3.04. REDEMPTION OF PORTIONS OF BONDS. Any Bond which is to be redeemed only in part shall be surrendered at any place of payment specified in the notice of redemption (with due endorsement by, or written instrument of transfer in form satisfactory to the Registrar duly executed by, the Holder thereof or his attorney duly authorized in writing) and the Issuer shall execute and the Registrar shall authenticate and deliver to the Holder of such Bond, without service charge, a new Bond or Bonds, of the same interest rate and maturity, and of any authorized denomination as requested by such Holder, in an aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bonds so surrendered.

SECTION 3.05. PAYMENT OF REDEEMED BONDS. Notice of redemption having been given substantially as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the Redemption Price therein specified, and from and after such date (unless the Issuer shall default in the payment of the Redemption Price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Paying Agent at the appropriate Redemption Price, plus accrued interest. Each check or other transfer of funds issued by the Paying Agent to pay the Redemption Price of Bonds being redeemed shall bear the CUSIP number or numbers of such Bonds and identify the payments applicable to each CUSIP number. All Bonds which have been redeemed shall be cancelled by the Registrar and shall not be reissued.

SECTION 3.06. PURCHASE IN LIEU OF OPTIONAL REDEMPTION. Notwithstanding anything in this Resolution to the contrary, at any time the Bonds are subject to optional redemption pursuant to this Resolution, all or a portion of the Bonds to be redeemed as specified in the notice of redemption, may be purchased by the Paying Agent, as trustee, at the direction of the Issuer, on the date which would be the redemption date if such Bonds were redeemed rather than purchased in lieu thereof, at a purchase price equal to the redemption price which would have been applicable to such Bonds on the redemption date for the account of and at the direction of the Issuer who shall give the Paying Agent, as trustee, notice at least ten days prior to the scheduled redemption date accompanied by an opinion of Bond Counsel to the effect that such purchase will not adversely affect the exclusion from gross income for federal income tax purposes of interest on such Bonds or any other Outstanding Bonds. In the event the Paying Agent, as trustee, is so directed to purchase Bonds in lieu of optional redemption, no notice to the holders of the Bonds to be so purchased (other than the notice of redemption otherwise required under this Resolution) shall be required, and the Paying Agent, as trustee, shall be authorized to apply to such purchase the funds which would have been used to pay the redemption price for such Bonds if such Bonds had been redeemed rather than

purchased. Each Bond so purchased shall not be canceled or discharged and shall be registered in the name of the Issuer. Bonds to be purchased under this Resolution in the manner set forth above which are not delivered to the Paying Agent, as trustee, on the purchase date shall be deemed to have been so purchased and not optionally redeemed on the purchase date and shall cease to accrue interest as to the former holder thereof on the purchase date.

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ARTICLE IV
SECURITY, SPECIAL FUNDS AND APPLICATION THEREOF

SECTION 4.01. BONDS NOT TO BE INDEBTEDNESS OF ISSUER. The Bonds shall not be or constitute general obligations or indebtedness of the Issuer as "bonds" within the meaning of any constitutional or statutory provision, but shall be special obligations of the Issuer, payable from and secured by a lien upon and pledge of the Pledged Revenues in accordance with the terms of this Resolution. No Holder of any Bond shall ever have the right to compel the exercise of any ad valorem taxing power to pay such Bond, or be entitled to payment of such Bond from any moneys of the Issuer, except from the Pledged Revenues and, if required, Non-Ad Valorem Revenues, in the manner and to the extent provided herein.

SECTION 4.02. SECURITY FOR BONDS. The payment of the principal of or Redemption Price, if applicable, and interest on the Bonds shall be secured forthwith equally and ratably by a pledge of and lien upon the Pledged Revenues. The Issuer does hereby irrevocably pledge the Pledged Revenues to the payment of the principal of or Redemption Price, if applicable, and interest on the Bonds in accordance with the provisions hereof. In addition, the Issuer does hereby irrevocably pledge the Pledged Revenues to the payment of all Policy Costs due and owing to an issuer of any Reserve Account Insurance Policy or Reserve Account Letter of Credit; provided, however, such pledge shall be junior and subordinate in all respects to the pledge thereof granted with respect to payment of the Bonds. The Pledged Revenues shall immediately be subject to the lien of this pledge without any physical delivery thereof or further act, and the lien of this pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the Issuer.

SECTION 4.03. FUNDS AND ACCOUNTS. The Issuer covenants and agrees to establish separate funds to be known as the "City of Port St. Lucie, Florida Special Assessment Refunding Bonds, Series 2016 (Southwest Annexation Special Assessment District No.1) Revenue Fund" and the "City of Port St. Lucie, Florida Special Assessment Refunding Bonds, Series 2016 (Southwest Annexation Special Assessment District No.1) Debt Service Fund." The Issuer shall maintain in the Revenue Fund three accounts: the "Assessment Account", the "Rebate Account" and the "Expense Account." The Issuer shall maintain in the Debt Service Fund four accounts: the "Interest Account," the "Principal Account," the "Reserve Account" and the "Redemption Account." Moneys in the aforementioned funds and accounts (other than moneys on deposit in the Rebate Account), until applied in accordance with the provisions hereof, shall be held in trust for and be subject to a lien and charge in favor of the Holders of the Bonds and for the further security of such Holders.

The Issuer may at any time and from time to time appoint one or more depositories to hold amounts on deposit in the funds and accounts established hereunder. Such depositary or depositories shall perform at the direction of the Issuer the duties of the Issuer

in depositing, transferring and disbursing moneys to and from each of such funds and accounts as herein set forth, and all records of such depositary in performing such duties shall be open at all reasonable times to inspection by the Issuer and its agent and employees. Any such depositary shall be a bank or trust company duly authorized to perform such responsibilities pursuant to applicable law.

SECTION 4.04. FLOW OF FUNDS. (A) All Special Assessments Proceeds shall be deposited, as received, into the Assessment Account of the Revenue Fund. Promptly upon receipt of moneys in the Assessment Account, the Issuer shall apply such moneys in the following manner and in the following order of priority:

(1) Expense Account. The Issuer shall deposit into the Expense Account, amounts required for the payment or reimbursement of the Paying Agent's fees and expenses, any expenses incurred in connection with the collection of the Assessments or Delinquent Assessments or Prepayments and other administrative expenses relating to the Bonds or the Assessments; all such fees and expenses shall be limited to reasonable fees and expenses. Moneys on deposit in the Expense Account shall also be used to pay principal of and interest on the Bonds (whether at maturity or by redemption) in the event there is a deficiency in the Principal, Interest or Redemption Accounts and the funds in the Reserve Account are insufficient to make up such deficiency.

(2) Interest Account. The Issuer shall deposit or credit to the Interest Account of the Debt Service Fund the sum which, together with the balance in said Account, shall equal the interest on all Outstanding Bonds due or to become due on the next two subsequent Payment Dates. Moneys in the Interest Account shall be used for payment of interest on the Bonds when the same become due and payable.

If, on the date two Business Days prior to a Payment Date, moneys in the Principal Account are insufficient to pay the principal of or Amortization Installment due on such Payment Date, the Issuer shall transfer from the Interest Account to the Principal Account such moneys in excess of the amount required to pay interest on the Bonds on such Payment Date as shall be needed to cure such deficiency.

(3) Principal Account. The Issuer shall deposit or credit to the Principal Account of the Debt Service Fund the sum which, together with the balance in said Account, shall equal the principal or Amortization Installment due or to become due on the Outstanding Bonds on the next subsequent principal Payment Date which shall be not greater than one year from the date such deposit shall be made to the Principal Account. Moneys in the Principal Account shall be used for the payment of principal of or Amortization Installment on the Bonds when the same become due and payable. In the event the Issuer shall determine that any moneys in the Principal Account shall not be required to pay the principal of Bonds coming due

on the next subsequent principal Payment Date because such Bonds have been or shall be redeemed, the Issuer shall transfer such moneys to the Redemption Account.

Amounts accumulated in the Principal Account or Redemption Account with respect to any Amortization Installment (together with amounts accumulated in the Interest Account with respect to interest, if any, on the Term Bonds for which such Amortization Installment was established) may be applied by the Issuer, on or prior to the 35th day preceding the due date of such Amortization Installment, (a) to the purchase of Term Bonds of the maturity for which such Amortization Installment was established at a price not exceeding par plus accrued interest, or (b) to the redemption at the applicable Redemption Prices of such Term Bonds, if then redeemable by their terms at a price not exceeding par plus accrued interest. The applicable Redemption Price (or principal amount of maturing Term Bonds) of any Term Bonds so purchased or redeemed shall be deemed to constitute part of the Principal Account or Redemption Account until such Amortization Installment date, for the purposes of calculating the amount of such Account. As soon as practicable after the 35th day preceding the due date of any Amortization Installment, the Issuer shall proceed to call for redemption on such due date, by causing notice to be given as provided in Section 3.03 hereof, Term Bonds of the maturity for which such Amortization Installment was established (except in the case of Term Bonds maturing on an Installment date) in such amount as shall be necessary to complete the retirement of the unsatisfied balance of such Amortization Installment. The Issuer shall pay out of the Principal Account, the Redemption Account and the Interest Account to the appropriate Paying Agent, on or before the day preceding such redemption date (or maturity date), the amount required for the redemption (or for the payment of such Term Bonds then maturing), and such amount shall be applied by such Paying Agents to such redemption (or payment). All expenses in connection with the purchase or redemption of Term Bonds shall be paid by the Issuer from the Expense Account.

(4) Reserve Account. The Issuer shall next deposit into the Reserve Account a sum sufficient to maintain therein an amount equal to the Reserve Account Requirement. All deficiencies in the Reserve Account, whether the result of a withdrawal from the Reserve Account or a decrease in valuation, shall be restored within one year from the date of occurrence of such deficiency, whether such deficiency was caused by decreased market value or withdrawal (whether from cash or a Reserve Account Insurance Policy and Reserve Account Letter of Credit); provided, however, deficiencies resulting from a decrease in market value of investments in the Reserve Account must be remedied only if the market value of such investments is less than ninety-five percent (95%) of the Reserve Account Requirement on the immediately preceding date of valuation as provided in Section 4.08 hereof. Moneys in the Reserve Account shall be used only for the purposes of

the payment of principal of or interest on the Bonds (whether at maturity or by redemption) in the event there is a deficiency in the Principal, Interest or Redemption Accounts for such purpose. However, whenever the moneys on deposit in the Reserve Account exceed the Reserve Account Requirement, such excess shall be deposited to the accounts and in the order of priority indicated for amounts on deposit in the Assessment Account of the Revenue Fund.

Whenever the amount in the Reserve Account, together with the other amounts in the Debt Service Fund, are sufficient to fully pay all Outstanding Bonds in accordance with their terms (including principal or applicable Redemption Price and interest thereon), the funds on deposit in the Reserve Account may be transferred to the other accounts of the Debt Service Fund for the payment of the Bonds.

Upon the issuance of any Additional Bonds under the terms, limitations and conditions as herein provided, the Issuer shall, on the date of delivery of such Additional Bonds, fund the Reserve Account in an amount at least equal to the then applicable Reserve Account Requirement.

Notwithstanding the foregoing provisions, in lieu of or in substitution of any required deposits into the Reserve Account or any subaccount therein, the Issuer may cause to be deposited into the Reserve Account a Reserve Account Insurance Policy and/or Reserve Account Letter of Credit for the benefit of the Bondholders in an amount equal to the difference between the Reserve Account Requirement applicable thereto and the sums then on deposit in the Reserve Account. The Issuer may also substitute a Reserve Account Insurance Policy and/or Reserve Account Letter of Credit for cash on deposit in the Reserve Account or a subaccount therein upon compliance with the terms of this Section 4.04(A)(4). Such Reserve Account Insurance Policy and/or Reserve Account Letter of Credit shall be payable to the Paying Agent (upon the giving of notice as required thereunder) on any Payment Date or redemption date on which a deficiency exists which cannot be cured by moneys in any other fund or account held pursuant to this Resolution and available for such purpose. Upon the initial deposit of any such Reserve Account Insurance Policy and/or Reserve Account Letter of Credit, the provider thereof shall be either (a) an insurer whose municipal bond insurance policies insuring the payment, when due, or the principal of and interest on municipal bond issues results in such issues being rated in one of the three highest rating categories by at least one of the three Rating Agencies (without regard to gradations, such as "plus" or "minus" or "1," "2" or "3"), or (b) a commercial bank, insurance company or other financial institution which has been assigned a rating in one of the two highest rating categories by at least one of the three Rating Agencies (without regard to gradations, such as "plus" or "minus" or "1," "2" or "3"). Any Reserve Account Insurance Policy and/or

Reserve Account Letter of Credit shall equally secure all Bonds secured by the Reserve Account.

Each Reserve Account Insurance Policy and Reserve Account Letter of Credit shall provide for a revolving feature under which the amount available thereunder will be reinstated to the extent of any reimbursement of draws or claims paid. If the revolving feature is suspended or terminated for any reason, the right of the provider of the Reserve Account Insurance Policy or Reserve Account Letter of Credit to reimbursement will be subordinated to cash replenishment of the Reserve Account to an amount equal to the difference between the full original amount available under the Reserve Account Insurance Policy or Reserve Account Letter of Credit and the amount then available for further draws or claims. If (a) the provider of a Reserve Account Insurance Policy or Reserve Account Letter of Credit becomes insolvent or (b) the provider of a Reserve Account Insurance Policy or Reserve Account Letter of Credit defaults in its payment obligations thereunder or (c) the rating of the provider of a Reserve Account Insurance Policy falls below a rating of "A-" or "A3" by all of the Rating Agencies then rating such provider or (d) the rating of the provider of a Reserve Account Letter of Credit falls below a rating of "AA-" or "Aa3" by at least two of the three Rating Agencies, the obligation to reimburse the provider of the Reserve Account Insurance Policy or Reserve Account Letter of Credit shall be subordinate to the cash replenishment of the Reserve Account. Where applicable, the amount available for draws or claims under a Reserve Account Insurance Policy or Reserve Account Letter of Credit may be reduced by the amount of cash or investments deposited in the Reserve Account pursuant to the provisions hereof.

If the revolving reinstatement feature described in the preceding paragraph is suspended or terminated or if the Reserve Account Insurance Policy or Reserve Account Letter of Credit is no longer valid and enforceable, the Issuer shall either (i) deposit into the Reserve Account an amount sufficient to cause the cash or investments on deposit in the Reserve Account to equal the Reserve Account Requirement on all Outstanding Bonds then secured by such Reserve Account, such amount to be paid over the ensuing five years in equal installments deposited at least semi-annually or (ii) replace such instrument with a Reserve Account Insurance Policy or a Reserve Account Letter of Credit meeting the requirements described herein within six months of such occurrence.

If three days prior to a Payment Date or such other period of time as shall be required by the terms of the Reserve Account Insurance Policy or Reserve Account Letter of Credit, the Issuer shall determine that a deficiency exists in the amount of moneys available to pay in accordance with the terms hereof interest and/or principal due on the Bonds on such date, the Issuer shall immediately notify (a) the issuer of the applicable Reserve Account Insurance Policy and/or the issuer of the

Reserve Account Letter of Credit and submit a demand for payment pursuant to the provisions of such Reserve Account Insurance Policy and/or the Reserve Account Letter of Credit, (b) the Paying Agent, and (c) the Insurer, if any, of the amount of such deficiency and the date on which such payment is due.

The Issuer may evidence its obligation to reimburse the issuer of any Reserve Account Letter of Credit or Reserve Account Insurance Policy by executing and delivering to such issuer a promissory note or other evidence therefor; provided, however, any such note or evidence (a) shall not be a general obligation of the Issuer the payment of which is secured by the full faith and credit or taxing power of the Issuer, and (b) shall be payable solely from the Pledged Revenues or the Non-Ad Valorem Revenues, in the manner and to the extent provided herein. The obligation to reimburse the provider of a Reserve Account Insurance Policy or Reserve Account Letter of Credit for any Policy Costs shall be subordinate to the payment of debt service on the Bonds.

In the event the Issuer shall maintain a Reserve Account Insurance Policy or Reserve Account Letter of Credit and moneys in the Reserve Account or any subaccount, except as otherwise provided herein, the moneys shall be used prior to making any disbursements under such Reserve Account Insurance Policy or Reserve Account Letter of Credit. The provisions of any agreements relating to any such Reserve Account Insurance Policy or Reserve Account Letter of Credit, when executed and delivered, shall be incorporated herein by reference. The provisions of such agreements shall supersede the provisions hereof to the extent of any conflict herewith.

(5) Rebate Account. The Issuer shall next deposit into the Rebate Account all amounts required to be deposited therein in order to make timely rebate payments to the United States government pursuant to Section 4.07 hereof.

(6) Redemption Account. The balance of any funds remaining in the Assessment Account after the deposits and payments required or permitted by Sections 4.04(A)(l) through 4.04(A)(5) hereof shall be deposited into the Redemption Account. If, prior to any Payment Date, moneys in the Interest Account shall be insufficient to pay the interest on the Bonds coming due on such Payment Date, moneys in an amount equal to such insufficiency shall be transferred from the Redemption Account to the Interest Account. The Issuer may also reimburse itself from moneys in the Redemption Account for Non-Ad Valorem Revenues it used pursuant to Section 4.05 hereof, provided the Reserve Account is fully funded and no Policy Costs are due and owing at the time of such reimbursement. Moneys in the Redemption Account shall be used for the payment of principal on the Bonds coming due as a result of redemption (other than by Amortization Installments) in accordance with the redemption provisions hereof.

(B) On or before the date established for payment of any principal of or Redemption Price, if applicable, or interest on the Bonds, the Issuer shall withdraw from the appropriate account of the Debt Service Fund sufficient moneys to pay such principal or Redemption Price, if applicable, and interest and deposit such moneys with the Paying Agent for the Bonds to be paid.

(C) Any moneys remaining in the funds and accounts established hereunder after all Bonds have been paid or legally defeased under Section 8.01 and are no longer Outstanding hereunder, shall either be applied to pay for other capital improvements within the Special Assessment District or, with the approval of Bond Counsel, for any other lawful purpose.

SECTION 4.05. COVENANT TO BUDGET AND APPROPRIATE. The Issuer hereby covenants and agrees to the extent permitted by and in accordance with applicable law and budgetary processes, to prepare, approve and appropriate in its annual budget for each Fiscal Year, by amendment if necessary, legally available Non-Ad Valorem Revenues of the Issuer in an amount which, together with the Pledged Revenues, is sufficient to fund and cure any deficiencies in the Reserve Account in accordance with Section 4.04(A)(4) hereof. Such covenant and agreement on the part of the Issuer to budget and appropriate sufficient amounts of legally available Non-Ad Valorem Revenues is cumulative, and shall continue until such legally available Non-Ad Valorem Revenues in amounts sufficient to make all required deposits to the Reserve Account when due, shall have been budgeted, appropriated and actually paid into the Reserve Account; provided, however, that such covenant shall not constitute a lien, either legal or equitable, on any of the Issuer's legally available Non-Ad Valorem Revenues or other revenues, nor shall it preclude the Issuer from pledging in the future any of its legally available Non-Ad Valorem Revenues or other revenues to other obligations (subject to the anti-dilution provisions set forth in Section 4.06 hereof), nor shall it give the Bondholders a prior claim on the legally available Non-Ad Valorem Revenues. Anything herein to the contrary notwithstanding, the obligation of the Issuer to fund and replenish the Reserve Account hereunder shall be secured only by the legally available Non-Ad Valorem Revenues actually budgeted and appropriated and deposited into the Reserve Account, as provided for herein. The Issuer may not expend moneys not appropriated or in excess of its current budgeted revenues. The obligation of the Issuer to budget, appropriate and make deposits to the Reserve Account hereunder from its legally available Non-Ad Valorem Revenues is subject to the availability of legally available Non-Ad Valorem Revenues after satisfying funding requirements for obligations having an express lien on or pledge of such Revenues and after paying all Essential Services Expenses.

SECTION 4.06. ANTI-DILUTION TEST. The Issuer will not in any Fiscal Year while any of the Bonds are Outstanding hereunder, issue any Senior Lien CB&A Obligations unless for the Computation Period, (A) the total Non-Enterprise Non-Ad Valorem Revenues, less (B) the product of (i) Non-Enterprise Non-Ad Valorem Revenues

divided by Total Non-Enterprise Fund Revenues, times (ii) Essential Services Expenses, less (C) current interest and principal payments on Senior Lien Non-Enterprise Non-Ad Valorem Revenue Obligations equals or exceeds one hundred ten percent (110%) of Proposed CB&A Debt Service.

SECTION 4.07. REBATE ACCOUNT. Amounts on deposit in the Rebate Account shall be held in trust by the Issuer and used solely to make required rebates to the United States (except to the extent the same may be transferred to the Assessment Account) and the Bondholders shall have no right to have the same applied for debt service on the Bonds. The Issuer agrees to undertake all actions required of it in its Certificate as to Arbitrage and Certain Other Tax Matters, dated the date of issuance of the Bonds, relating to such Bonds, as well as any successor Certificate thereto, including, but not limited to:

(A) making a determination in accordance with the Code of the amount required to be deposited in the Rebate Account;

(B) depositing the amount determined in clause (A) above in the Rebate Account;

(C) paying on the dates and in the manner required by the Code to the United States Treasury from the Rebate Account and any other legally available moneys of the Issuer such amounts as shall be required by the Code to be rebated to the United States Treasury; and

(D) keeping such records of the determinations made pursuant to this Section 4.07 as shall be required by the Code, as well as evidence of the fair market value of any investments purchased with "gross proceeds" of the Bonds (as defined in the Code).

The provisions of the above-described Certificate as to Arbitrage and Certain Other Tax Matters may be amended from time to time as shall be necessary, in the opinion of Bond Counsel, to comply with the provisions of the Code.

SECTION 4.08. INVESTMENTS. The Revenue Fund and the Debt Service Fund shall be continuously secured in the manner by which the deposit of public funds is authorized to be secured by the laws of the State. Moneys on deposit in the Revenue Fund and the Debt Service Fund, other than the Reserve Account, may be invested and reinvested in Authorized Investments maturing not later than the date on which the moneys therein will be needed. Moneys on deposit in the Reserve Account shall be invested in Authorized Investments of not greater than five (5) years maturity. Any and all income received by the Issuer from the investment of moneys in the Assessment Account, the Rebate Account and the Reserve Account (to the extent the amount therein is less than the Reserve Account Requirement), shall be retained in such respective Fund or Account. Any and all income received by the Issuer from the investment of moneys in the Expense Account, the Principal Account and the Redemption Account shall be transferred to the Assessment Account. Any and all income received by the Issuer from the investment of moneys in the Reserve

Account (to the extent the amount therein is greater than the Reserve Account Requirement) and the Interest Account shall be deposited into the Assessment Account. All investments on deposit in the Reserve Account shall be valued at the market value thereof, exclusive of accrued interest, (A) annually (on each September 30), and (B) upon any draw upon the Reserve Account. All other investments shall be valued at cost.

Nothing contained in this Resolution shall prevent any Authorized Investments acquired as investments of or security for funds held under this Resolution from being issued or held in book-entry form on the books of the Department of the Treasury of the United States.

SECTION 4.09. SEPARATE ACCOUNTS. The moneys required to be accounted for in each of the foregoing funds and accounts established herein may be deposited in a single bank account, and funds allocated to the various funds and accounts established herein may be invested in a common investment pool, provided that adequate accounting records are maintained to reflect and control the restricted allocation of the moneys on deposit therein and such investments for the various purposes of such funds and accounts as herein provided.

The designation and establishment of the various funds and accounts in and by this Resolution shall not be construed to require the establishment of any completely independent, self-balancing funds as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain revenues for certain purposes and to establish certain priorities for application of such revenues as herein provided.

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ARTICLE V
ISSUANCE OF PARITY OBLIGATIONS; COVENANTS OF THE ISSUER

SECTION 5.01. ISSUANCE OF PARITY OBLIGATIONS. The Issuer may, from time to time, issue obligations payable on a parity with the Bonds provided the following conditions have been complied with:

(A) Each Insurer shall give the Issuer written consent to the issuance of such obligations;

(B) The aggregate principal amount of Bonds Outstanding following the issuance of the parity obligations proposed to be issued, plus such parity obligations, do not exceed the aggregate prepayment amount of the Assessments;

(C) No Event of Default shall have occurred and be continuing;

(D) All Policy Costs then due and payable shall be paid; and

(E) The Reserve Account shall be fully funded in an amount equal to the Reserve Account Requirement upon the issuance of such parity obligations.

If the aforementioned conditions are satisfied, the parity obligations shall rank equally with respect to their lien on the Pledged Revenues and their sources and security for payment therefrom with the then Outstanding Bonds. Such parity obligations shall be considered Bonds issued hereunder and all the provisions of the Resolution shall apply to such obligations. The terms and details of such parity obligations shall be provided by Supplemental Resolution.

SECTION 5.02. BOOKS AND RECORDS. The Issuer will keep books and records of the receipt of the Special Assessment Proceeds and the funds and accounts established hereunder in accordance with generally accepted accounting principles, and the Holder or Holders of Bonds shall have the right at all reasonable times to inspect the records, accounts and data of the Issuer relating thereto.

SECTION 5.03. ANNUAL AUDIT. The Issuer shall, immediately after the close of each Fiscal Year, cause the financial statements of the Issuer to be properly audited by a recognized independent certified public accountant or recognized independent firm of certified public accountants, and shall require such accountants to complete their report on the annual financial statements in accordance with applicable law. The annual financial statements shall be prepared in conformity with generally accepted accounting principles as applicable to local governments.

SECTION 5.04. NO IMPAIRMENT. The pledging of the Pledged Revenues in the manner provided herein and the use of the Non-Ad Valorem Revenues if required as

provided in Section 4.05 hereof shall not be subject to repeal, modification or impairment by any subsequent ordinance, resolution or other proceedings of the Council.

SECTION 5.05. FEDERAL INCOME TAX COVENANTS. The Issuer covenants with the Holders of the Bonds that it shall not use the proceeds of such Bonds in any manner which would cause the interest on such Bonds to be included in gross income for purposes of federal income taxation to the extent not otherwise included therein on the date of issuance of the Bonds.

The Issuer covenants with the Holders of the Bonds that neither the Issuer nor any Person under its control or direction will make any use of the proceeds of such Bonds (or amounts deemed to be proceeds under the Code) in any manner which would cause such Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code and neither the Issuer nor any other Person shall do any act or fail to do any act which would cause the interest on such Bonds to be included in gross income for purposes of federal income taxation.

The Issuer hereby covenants with the Holders of Bonds that it will comply with all provisions of the Code necessary to maintain the exclusion of interest on the Bonds from gross income for purposes of federal income taxation, including, in particular, the payment of any amount required to be rebated to the United States Treasury pursuant to the Code.

SECTION 5.06. ENFORCEMENT OF PAYMENT OF SPECIAL ASSESSMENT PROCEEDS. The Issuer will receive, collect and enforce the payment of Special Assessment Proceeds in the manner prescribed by this Resolution, the Assessment Ordinance, the Assessment Resolutions and all other resolutions, ordinances or laws appertaining thereunto, and will pay and deposit the Special Assessment Proceeds, as received, into the Assessment Account of the Revenue Fund. Absent a default or delinquency in the payment of any Assessment, nothing herein shall require the prepayment of any installment due on an Assessment prior to its due date, except as otherwise provided by the Assessment Ordinance or the Assessment Resolutions. Assessments will be levied to the full extent permitted by law and the Assessment Ordinance and the Assessment Resolutions. The Issuer shall cause the Special Assessment Proceeds to be collected pursuant to the Uniform Assessment Collection Act (as defined in the Assessment Resolutions) and shall not change or allow a change in such method of collection without the prior written consent of the Insurers.

SECTION 5.07. RE-ASSESSMENTS. If any Assessment shall be either in whole or in part annulled, vacated or set aside by the judgment of any court, or if the Issuer shall be satisfied that any such Assessment is so irregular or defective that the same cannot be enforced or collected, or if the Issuer shall have omitted to make such Assessment when it might have done so, the Issuer shall either (A) take all necessary steps to cause a new Assessment to be made for the whole or any part of said improvement or against any real property benefited by said improvement, or (B) in its sole discretion, make up the amount

of such Assessment from legally available moneys, which moneys shall be deposited into the Assessment Account. In case such second Assessment shall be annulled, said Issuer shall obtain and make other Assessments until a valid Assessment shall be made.

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ARTICLE VI
DEFAULTS AND REMEDIES

SECTION 6.01. EVENTS OF DEFAULT. The following events shall each constitute an "Event of Default":

(A) Default shall be made in the payment of the principal of, redemption premium, if any, or interest on any Bond, when due. In determining whether a payment default has occurred, no effect shall be given to payments made under the Insurance Policy.

(B) The Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or in this Resolution on the part of the Issuer to be performed, and such default shall continue for a period of thirty (30) days after written notice of such default shall have been received from the Holders of not less than twenty-five percent (25%) of the aggregate principal amount of Bonds Outstanding or the Insurer. Notwithstanding the foregoing, and provided that no such grace period shall exceed sixty (60) days unless the Insurer, if any, consents to a longer period, the Issuer shall not be deemed in default hereunder if such default can be cured within a reasonable period of time and if the Issuer in good faith institutes curative action and diligently pursues such action until the default has been corrected.

(C) An Act of Bankruptcy shall have occurred with respect to the Issuer.

SECTION 6.02. REMEDIES. Any Holder of Bonds issued under the provisions of this Resolution or any trustee or receiver acting for such Bondholders may, either at law or in equity, by suit, action, mandamus or other proceedings in any court of competent jurisdiction, protect and enforce any and all rights under the Laws of the State of Florida, or granted and contained in this Resolution, and may enforce and compel the performance of all duties required by this Resolution or by any applicable statutes to be performed by the Issuer or by any officer thereof; provided, however, no Holder shall have the right to declare the Bonds immediately due and payable. The Insurer, so long as it is not in default, shall be entitled to direct and control the enforcement of rights and remedies with respect to the Bonds.

The Holder or Holders of Bonds in an aggregate principal amount of not less than twenty-five percent (25%) of the Bonds then Outstanding may by a duly executed certificate in writing, appoint a trustee for Holders of Bonds issued pursuant to this Resolution with authority to represent such Bondholders in any legal proceedings for the enforcement and protection of the rights of such Bondholders and such certificate shall be executed by such Bondholders or their duly authorized attorneys or representatives, and shall be filed in the office of the Clerk. Notice of such appointment, together with evidence of the requisite signatures of the Holders of not less than twenty-five percent (25%) in aggregate principal amount of Bonds Outstanding and the trust instrument under which the trustee shall have agreed to serve shall be filed with the Issuer and the trustee and notice of

appointment shall be given to all Holders of Bonds in the same manner as notices of redemption are given hereunder. After the appointment of the first trustee hereunder, no further trustees may be appointed; however, the holders of a majority in aggregate principal amount of all the Bonds then Outstanding or the Insurer (provided the Insurer is not in default in its payment obligations under the Insurance Policy), if any, may remove the trustee initially appointed and appoint a successor and subsequent successors at any time. Nothing in this paragraph shall supersede the right of the Insurer, if any, to direct and control the enforcement of rights and remedies with respect to the Bonds, provided the Insurer is not in default in its payment obligations under the Insurance Policy.

SECTION 6.03. DIRECTIONS TO RECEIVER AS TO REMEDIAL PROCEEDINGS. In the event the Insurer is in default in its payment obligations under the Insurance Policy, the Holders of a majority in principal amount of the Bonds then Outstanding shall have the right, by an instrument or concurrent instruments in writing executed and delivered to any trustee or receiver appointed pursuant to Section 6.02 hereof, to direct the method and place of conducting all remedial proceedings to be taken by such trustee or receiver hereunder, provided that such direction shall not be otherwise than in accordance with law or the provisions hereof, and that the trustee or receiver shall have the right to decline to follow any such direction which in the opinion of the trustee or receiver would be unjustly prejudicial to Holders of Bonds not parties to such direction.

SECTION 6.04. INSURER'S ACCESS TO REGISTRATION BOOKS. Upon the occurrence and continuance of an Event of Default which would require the Insurer, if any, to make payments under the Insurance Policy, the Insurer and its designated agent shall be provided with access to inspect and copy the registration books of the Issuer.

SECTION 6.05. REMEDIES CUMULATIVE. No remedy herein conferred upon or reserved to the Bondholders or the Insurer is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. If any remedial action is discontinued or abandoned, the Bondholders and the Insurer shall be restored to their former positions.

SECTION 6.06. WAIVER OF DEFAULT. No delay or omission of any Bondholder or the Insurer to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default, or an acquiescence therein; and every power and remedy given by this Article VI to the Bondholders or the Insurer may be exercised from time to time, and as often as may be deemed expedient. No waiver of an Event of Default shall be granted without obtaining the prior written consent of the Insurer.

SECTION 6.07. APPLICATION OF MONEYS AFTER DEFAULT. If an Event of Default shall happen and shall not have been remedied, the Issuer, the Paying Agent or a trustee or receiver appointed for such purpose shall apply all Pledged Revenues

and all moneys received pursuant to Section 4.05 hereof as follows and in the following order:

A. To the payment of the reasonable and proper charges, expenses and liabilities of the trustee or receiver, Registrar and Paying Agent hereunder.

B. To the payment of all costs and expenses necessary to collect Special Assessment Proceeds.

C. To the payment of the interest and principal or Redemption Price, if applicable, then due on the Bonds, as follows:

(1) Unless the principal of all the Bonds shall have become due and payable, all such moneys shall be applied:

FIRST: to the payment to the Persons entitled thereto of all installments of interest then due, in the order of the maturity of such installments, and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the Persons entitled thereto, without any discrimination or preference; and

SECOND: to the payment to the Persons entitled thereto of the unpaid principal of any of the Bonds which shall have become due at maturity or upon mandatory redemption prior to maturity (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of Section 8.01 of this Resolution), in the order of their due dates, with interest upon such Bonds from the respective dates upon which they became due, and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with such interest, then to the payment first of such interest, ratably according to the amount of such interest due on such date, and then to the payment of such principal, ratably according to the amount of such principal due on such date, to the Persons entitled thereto without any discrimination or preference.

(2) If the principal of all the Bonds shall have become due and payable, all such moneys shall be applied first to the payment of the principal and interest then due and unpaid upon the Bonds, with interest thereon as aforesaid, without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the Persons entitled thereto without any discrimination or preference.

[Remainder of page intentionally left blank]

ARTICLE VII
SUPPLEMENTAL RESOLUTIONS

SECTION 7.01. SUPPLEMENTAL RESOLUTION WITHOUT CONSENT. The Issuer, from time to time and at any time, may adopt such Supplemental Resolutions without the consent of the Bondholders or the Insurer, if any (which Supplemental Resolution shall thereafter form a part hereof), for any of the following purposes:

(A) To cure any ambiguity or formal defect or omission or to correct any inconsistent provisions in this Resolution or to clarify any matters or questions arising hereunder in a manner consistent with the provisions of this Resolution.

(B) To grant to or confer upon the Bondholders any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the Bondholders.

(C) To add to the conditions, limitations and restrictions on the issuance of Bonds under the provisions of this Resolution other conditions, limitations and restrictions thereafter to be observed.

(D) To add to the covenants and agreements of the Issuer in this Resolution other covenants and agreements thereafter to be observed by the Issuer or to surrender any right or power herein reserved to or conferred upon the Issuer.

(E) To specify and determine the matters and things referred to in Sections 2.01, 2.02, 2.10, 3.01(C) or 5.01 hereof, and also any other matters and things relative to such Bonds which are not contrary to or inconsistent with this Resolution as theretofore in effect, or to amend, modify or rescind any such authorization, specification or determination at any time prior to the first delivery of such Bonds.

(F) To achieve compliance with any applicable federal securities law or with the Code and applicable regulations thereunder.

(G) To make any other change that, in the opinion of the Issuer, would not materially adversely affect the security for the Bonds.

SECTION 7.02. SUPPLEMENTAL RESOLUTION WITH BONDHOLDERS' AND INSURER'S CONSENT. Subject to the terms and provisions contained in this Section 7.02 and Sections 7.01 and 7.03 hereof, the Holder or Holders of not less than a majority in aggregate principal amount of the Bonds then Outstanding shall have the right, from time to time, anything contained in this Resolution other than in this Section 7.02 to the contrary notwithstanding, to consent to and approve the adoption of such Supplemental Resolution or Resolutions hereto as shall be deemed necessary or desirable by the Issuer for the purpose of supplementing, modifying, altering, amending,

adding to or rescinding, in any particular, any of the terms or provisions contained in this Resolution; provided, however, that if such modification or amendment will, by its terms, not take effect so long as any Bonds of any specified maturity remain Outstanding, the consent of the Holders of such Bonds shall not be required and such Bonds shall not be deemed to be Outstanding for the purpose of any calculation of Outstanding Bonds under this Section 7.02. Any Supplemental Resolution which is adopted in accordance with the provisions of this Section 7.02 shall also require the written consent of the Insurer, if any. No Supplemental Resolution may be approved or adopted which shall permit or require (A) an extension of the maturity of the principal of or the payment of the interest on any Bond issued hereunder, (B) reduction in the principal amount of any Bond or the Redemption Price or the rate of interest thereon, (C) the creation of a lien upon or a pledge of the Pledged Revenues other than the lien and pledge created by this Resolution or any other lien or pledge permitted by the terms of this Resolution which materially adversely affects any Bondholders, (D) a preference or priority of any Bond or Bonds over any other Bond or Bonds, or (E) a reduction in the aggregate principal amount of the Bonds required for consent to such Supplemental Resolution. Nothing herein contained, however, shall be construed as making necessary the approval by Bondholders of the adoption of any Supplemental Resolution as authorized in Section 7.01 hereof.

Except as provided in the final paragraph of this Section, if at any time the Issuer shall determine that it is necessary or desirable to adopt any Supplemental Resolution pursuant to this Section 7.02, the Clerk shall cause the Registrar to give notice of the proposed adoption of such Supplemental Resolution and the form of consent to such adoption to be mailed, postage prepaid, to all Bondholders at their addresses as they appear on the registration books, and to the Insurer. Such notice shall briefly set forth the nature of the proposed Supplemental Resolution and shall state that copies thereof are on file at the offices of the Clerk and the Registrar for inspection by all Bondholders and the Insurer, if any. The Issuer shall not, however, be subject to any liability to any Bondholder by reason of its failure to cause the notice required by this Section 7.02 to be mailed and any such failure shall not affect the validity of such Supplemental Resolution when consented to and approved as provided in this Section 7.02.

Whenever the Issuer shall deliver to the Clerk an instrument or instruments in writing purporting to be executed by the Holders of not less than a majority in aggregate principal amount of the Bonds then Outstanding, which instrument or instruments shall refer to the proposed Supplemental Resolution described in such notice and shall specifically consent to and approve the adoption thereof in substantially the form of the copy thereof referred to in such notice, thereupon, but not otherwise, the Issuer may adopt such Supplemental Resolution in substantially such form, without liability or responsibility to any Holder of any Bond, whether or not such Holder shall have consented thereto.

If the Holders of not less than a majority in aggregate principal amount of the Bonds Outstanding at the time of the adoption of such Supplemental Resolution shall have

consented to and approved the adoption thereof as herein provided, no Holder of any Bond shall have any right to object to the adoption of such Supplemental Resolution, or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the adoption thereof, or to enjoin or restrain the Issuer from adopting the same or from taking any action pursuant to the provisions thereof.

Upon the adoption of any Supplemental Resolution pursuant to the provisions of this Section 7.02, this Resolution shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under this Resolution of the Issuer and all Holders of Bonds then Outstanding shall thereafter be determined, exercised and enforced in all respects under the provisions of this Resolution as so modified and amended.

Notwithstanding any other provision of this Section 7.02, Holders of Bonds shall be deemed to have provided consent pursuant to this Section 7.02 if the offering document for such Bonds expressly describes the Supplemental Resolution and the amendments to this Resolution contained therein and states by virtue of the Holders' purchase of such Bonds the Holders are deemed to have notice of, and consented to, such Supplemental Resolution and amendments.

SECTION 7.03. AMENDMENT WITH CONSENT OF INSURER ONLY. If the Insurer, if any, is not in default in its payment obligations under its Insurance Policy, and the Bonds, at the time of the hereinafter described amendment, the Issuer may enact one or more Supplemental Resolutions permitted by Section 7.02 hereof amending all or any part of Articles I, II, III, IV, V and VI hereof with the written consent of the Insurer. The consent of the Holders of any Bonds shall not be necessary. Prior to adoption of any such amendment, notice of such amendment shall be sent to S&P. The foregoing right of amendment, however, does not apply to any amendment to Section 5.05 hereof with respect to the exclusion from gross income, if applicable, of interest on said Bonds for purposes of Federal income taxation nor may any such amendment deprive the Holders of any Bond of the right to payment of the Bonds from, and their lien on, the Pledged Revenues or of the right to payment of the Bonds from moneys made available pursuant to Section 4.05 hereof. Upon filing with the Clerk of evidence of such consent the Insurer, if any, as aforesaid, the Issuer may adopt such Supplemental Resolution. After the adoption by the Issuer of such Supplemental Resolution, notice thereof shall be mailed in the same manner as notice of an amendment under Section 7.02 hereof.

ARTICLE VIII
DEFEASANCE

SECTION 8.01. DEFEASANCE. If the Issuer shall pay all Policy Costs then due and payable and pay or cause to be paid or there shall otherwise be paid to the Holders of all Bonds the principal or Redemption Price, if applicable, and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Resolution, then the pledge of the Pledged Revenues, and all covenants, agreements and other obligations of the Issuer to the Bondholders, shall thereupon cease, terminate and become void and be discharged and satisfied. In such event, the Paying Agent shall pay over or deliver to the Issuer all money or securities held by it pursuant to the Resolution which are not required for the payment or redemption of Bonds not theretofore surrendered for such payment or redemption.

Any Bonds or interest installments appertaining thereto, whether at or prior to the maturity or redemption date of such Bonds, shall be deemed to have been paid within the meaning of this Section 8.01 if (A) in case any such Bonds are to be redeemed prior to the maturity thereof, there shall have been taken all action necessary to call such Bonds for redemption and notice of such redemption shall have been duly given or provision shall have been made for the giving of such notice, (B) there shall have been deposited in irrevocable trust with a banking institution or trust company by or on behalf of the Issuer either moneys in an amount which shall be sufficient, or Defeasance Obligations, which in either case shall be verified by an independent certified public accountant to be in such amount that the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with such banking institution or trust company at the same time shall be sufficient, to pay the principal of or Redemption Price, if applicable, and interest due and to become due on said Bonds on and prior to the redemption date or maturity date thereof, as the case may be, and (C) the Issuer and the Insurer shall receive an opinion of Bond Counsel to the effect that refunded Bonds are defeased in accordance with this Section 8.01 and, therefore, are no longer Outstanding under this Resolution. Except as hereafter provided, neither the Defeasance Obligations nor any moneys so deposited with such banking institution or trust company nor any moneys received by such banking institution or trust company on account of principal of or Redemption Price, if applicable, or interest on said Defeasance Obligations shall be withdrawn or used for any purpose other than, and all such moneys shall be held in trust for and be applied to, the payment, when due, of the principal of or Redemption Price, if applicable, of the Bonds for the payment or redemption of which they were deposited and the interest accruing thereon to the date of maturity or redemption; provided, however, the Issuer may substitute new Defeasance Obligations and moneys for the deposited Defeasance Obligations and moneys if the new Defeasance Obligations and moneys are verified by an independent certified public accountant as being sufficient to pay the principal of or Redemption Price, if applicable, and interest on the refunded Bonds.

In the event the Bonds for which moneys are to be deposited for the payment thereof in accordance with this Section 8.01 are not by their terms subject to redemption within the next succeeding sixty (60) days, the Issuer shall cause the Registrar to mail a notice to the Holders of such Bonds that the deposit required by this Section 8.01 of moneys or Defeasance Obligations has been made and said Bonds are deemed to be paid in accordance with the provisions of this Section 8.01 and stating such maturity or redemption date upon which moneys are to be available for the payment of the principal of or Redemption Price, if applicable, and interest on said Bonds.

Nothing herein shall be deemed to require the Issuer to call any of the Outstanding Bonds for redemption prior to maturity pursuant to any applicable optional redemption provisions, or to impair the discretion of the Issuer in determining whether to exercise any such option for early redemption.

In the event that the principal of or Redemption Price, if applicable, and interest due on the Bonds shall be paid by the Insurer, such Bonds shall remain Outstanding, shall not be defeased and shall not be considered paid by the Issuer, and the Insurer shall be subrogated to the rights of such Bondholders.

[Remainder of page intentionally left blank]

ARTICLE IX
MISCELLANEOUS

SECTION 9.01 PRELIMINARY OFFICIAL STATEMENT. The Issuer hereby authorizes the use and distribution of the Preliminary Official Statement, in substantially the form attached hereto as Exhibit B, by the Underwriters for the purpose of offering the Series 2016 Bonds for sale with such changes, modifications and insertions as the City Manager may determine are necessary and appropriate for the Preliminary Official Statement to be deemed "final" in accordance with this Section 9.01. The City Manager and the Finance Director of the Issuer are each hereby authorized to execute a certificate deeming the Preliminary Official Statement "final" in accordance with paragraph (b)(1) of Rule 15c2-12 of the Securities and Exchange Commission (the "Rule) and the applicable rules developed by the Municipal Securities Rulemaking Board. Execution by the City Manager or the Finance Director of a certificate deeming the Preliminary Official Statement "final" as described above shall be conclusive evidence of the approval of any insertions, changes, deletions or modifications.

SECTION 9.02. OFFICIAL STATEMENT. Subject in all respects with the satisfaction of the conditions set forth in Section 2.01(B) hereof, the City Manager and the Finance Director are hereby authorized and directed to execute and deliver a final Official Statement, dated the date of the execution of the Purchase Contract, which shall be in substantially the form of the Preliminary Official Statement, in the name and on behalf of the Issuer, and thereupon to cause such Official Statement to be delivered to the Underwriters with such changes, amendments, modifications, omissions and additions as may be approved by the City Manager and the Finance Director. Said Official Statement, including any such changes, amendments, modifications, omissions and additions as approved by the City Manager and the Finance Director, and the information contained therein are hereby authorized to be used in connection with the sale of the Bonds to the public. Execution by the City Manager and the Finance Director of the Official Statement shall be deemed to be conclusive evidence of the approval of such changes.

SECTION 9.03. APPOINTMENT OF PAYING AGENT AND REGISTRAR. Subject in all respects to the satisfaction of the conditions set forth in Section 2.01(B) hereof, Zions Bank, a division of ZB, National Association, Denver, Colorado, is hereby designated Registrar and Paying Agent for the Bonds. The City Manager and the Clerk are hereby authorized to enter into any agreement which may be necessary to effect the transaction contemplated by this Section and the Resolution.

SECTION 9.04. APPROVAL OF ESCROW DEPOSIT AGREEMENT; APPOINTMENT OF ESCROW AGENT. Subject in all respects to the satisfaction of the conditions set forth in Section 2.01(B) hereof, the Issuer hereby authorizes the City Manager to execute and the City Clerk to attest the Escrow Deposit Agreement and to deliver the Escrow Deposit Agreement to U.S. Bank National Association, Orlando, Florida, which is hereby appointed as Escrow Agent thereunder. All of the provisions of

the Escrow Deposit Agreement when executed and delivered by the Issuer as authorized herein and when duly authorized, executed and delivered by the Escrow Agent, shall be deemed to be a part of this supplemental resolution as fully and to the same extent as if incorporated verbatim herein, and the Escrow Deposit Agreement shall be in substantially the form attached hereto as Exhibit D, with such changes, amendments, modifications, omissions and additions, including the date of such Escrow Deposit Agreement, as may be approved by the City Manager. Execution by the City Manager of the Escrow Deposit Agreement shall be deemed to be conclusive evidence of the approval of such changes. The Escrow Agent, the Financial Advisor and Bond Counsel are authorized to take such action as is necessary to procure the United States Treasury obligations.

SECTION 9.05. SECONDARY MARKET DISCLOSURE. Subject in all respects to the satisfaction of the conditions set forth in Section 2.01(B) hereof, the Issuer hereby covenants and agrees that, in order to provide for compliance by the Issuer with the secondary market disclosure requirements of the Rule, it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement (the "Disclosure Agreement") to be executed by the Issuer and dated the date of delivery of the Bonds, as it may be amended from time to time in accordance with the terms thereof. The Disclosure Agreement shall be substantially in the form attached hereto as Exhibit C with such changes, amendments, modifications, omissions and additions as shall be approved by the City Manager. The City Clerk is authorized and directed to attest and affix the seal to the Disclosure Agreement. Notwithstanding any other provision of the Resolution, failure of the Issuer to comply with such Disclosure Agreement shall not be considered an event of default hereunder or under the Resolution; provided, however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Section 9.05 and the Disclosure Agreement. For purposes of this Section 9.05 "Bondholder" shall mean any person who (A) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (B) is treated as the owner of any Bonds for federal income tax purposes.

SECTION 9.06. MUNICIPAL BOND INSURANCE. If the City Manager determines, upon the advice of the Financial Advisor, that all or any portion of the Bonds (the "Insured Bonds") will be insured by a municipal bond insurance policy, then the City Manager, upon the advice of the Financial Advisor and Bond Counsel to the Issuer, shall select either Assured Guaranty Municipal Corp. ("AGM") or Build America Mutual Assurance Company ("BAM") as the municipal bond insurer with respect to the Insured Bonds (the "Insurer") and a sufficient portion of the proceeds of the Bonds shall be applied to the payment of the premium for the Insurer's standard form of municipal bond insurance policy (the "Insurance Policy") in accordance with the provisions of Section 2.02(A)(ii) hereof. The City Manager is authorized and directed to execute, and the City Clerk is authorized to attest, any insurance agreement (the "Bond Insurance Agreement") that is

necessary to incorporate the standard municipal bond insurance provisions required by the Insurer, such Bond Insurance Agreement to be subject to the approval of the Issuer's Bond Counsel and the Issuer's Counsel, such approval being evidenced by the City Manager's execution thereof. Subject in all respects to the satisfaction of the conditions set forth in Section 2.01(B) hereof, so long as the Insurance Policy issued by the Insurer is in full force and effect and the Insurer has not defaulted in its payment obligations under the Insurance Policy, the Issuer agrees to comply with the provisions of any Bond Insurance Agreement executed in accordance with this Section 9.06.

SECTION 9.07. SALE OF BONDS. The Bonds shall be issued and sold at public or private sale at one time or in installments from time to time and at such price or prices as shall be consistent with the provisions of the Act, the requirements of this Resolution and other applicable provisions of law.

SECTION 9.08. GENERAL AUTHORITY. The Mayor, members of the Council, the Clerk, the City Manager, the Finance Director and the officers, attorneys and other agents or employees of the Issuer are hereby authorized to do all acts and things required of them by this Resolution, the Official Statement, the Disclosure Agreement, the Escrow Deposit Agreement, the Bond Insurance Agreement, if any, or the Purchase Contract, or desirable or consistent with the requirements of this Resolution, the Official Statement, the Disclosure Agreement, the Escrow Deposit Agreement, the Bond Insurance Agreement, if any, and the Purchase Contract, including the execution of any documents or instruments relating to insuring payment of the Bonds, and the Mayor, each member of the Council, employee, attorney and officer of the Issuer, the City Manager, the Finance Director and the Clerk are hereby authorized and directed to execute and deliver any and all papers and instruments and to be and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated hereunder. Bond Counsel and the Issuer's Financial Advisor are authorized to take all necessary action to accomplish the purposes of this Resolution. To the extent the Mayor is unable or unavailable to perform any obligation or duty hereunder, the Vice Mayor is authorized to act on his or her behalf. To the extent the City Manager is unable or unavailable to perform any obligation or duty hereunder, the Mayor and the Finance Director are each authorized to act on his or her behalf. To the extent that the City Clerk is unable or unavailable to perform any obligation or duty hereunder, any Deputy or Assistant City Clerk is authorized to act on her or his behalf.

SECTION 9.09. SEVERABILITY OF INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions of this Resolution shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements and provisions of this

Resolution and shall in no way affect the validity of any of the other covenants, agreements or provisions hereof or of the Bonds issued hereunder.

SECTION 9.10. REPEAL OF INCONSISTENT RESOLUTIONS. All ordinances, resolutions or parts thereof in conflict herewith are hereby superseded and repealed to the extent of such conflict.

SECTION 9.11. EFFECTIVE DATE. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida this ___ 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: _____
Interim City Attorney

EXHIBIT A

FORM OF PURCHASE CONTRACT

EXHIBIT B

FORM OF PRELIMINARY OFFICIAL STATEMENT

EXHIBIT C

FORM OF DISCLOSURE AGREEMENT

EXHIBIT D

FORM OF ESCROW DEPOSIT AGREEMENT

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

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

TO: MAYOR AND CITY COUNCIL

THRU: JEFF BREMER, CITY MANAGER JB

FROM: AZLINA GOLDSTEIN SIEGEL, INTERIM CITY ATTORNEY AGS

AGENDA ITEM: RESOLUTION: APPROVING AND AUTHORIZING ACCEPTANCE OF A PUBLIC PURPOSE QUIT CLAIM DEED FROM THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ("FDOT") CONVEYING CERTAIN PARCELS FOR USE AS CONSTRUCTION OFFICES AND FOR FUTURE RIGHT-OF-WAY AND ASSOCIATED IMPROVEMENTS FOR THE CROSSTOWN PARKWAY EXTENSION PROJECT; PROVIDING AN EFFECTIVE DATE.

16-R44

SUBMITTAL DATE: 7/5/2016

STRATEGIC PLAN LINK: Goal 4 – Improved Mobility within Port St. Lucie

BACKGROUND: The State of Florida Department of Transportation (FDOT) is conducting the right of way acquisition activities for the Crosstown Parkway Extension Project ("Project") on behalf of the City of Port St. Lucie pursuant to a Memorandum of Understanding ("MOU") dated February 12, 2014. Following FDOT's completion of all of its right of way acquisition activities, FDOT will be transferring all rights, title and interest to the acquired parcels to the City. However, in anticipation of being allowed to commence certain construction activities before FDOT certifies all of the right of way for the Project, the City's Design/Build Contractor has identified three (3) properties – Parcel Nos. 107, 108 and 159 – that it desires to utilize for construction offices and related activities.

ANALYSIS: The proposed conveyance of parcels by FDOT to the City will be for two (2) – Parcel Nos. 107 and 159 – of the three (3) properties identified for use by the City's Design/Build Contractor as said properties have been cleared of environmental concerns. For ease of reference, please see the Parcel Location Map attached to this Memorandum as Attachment "1." The houses on said parcels are located within the area of proposed improvements for Crosstown Parkway. The contractor will demolish the structures at the appropriate time to complete the improvements associated with the Project.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: The City Attorney's Office has worked with the Project Manager, Frank Knott and FDOT Staff concerning this proposed conveyance and the Public Purpose Quitclaim Deed ("Deed") has been reviewed and approved as to form and legal sufficiency by Azlina Goldstein Siegel, Interim City Attorney. The Resolution authorizing the

acceptance of the proposed Deed has been drafted by the City Attorney's Office and is attached hereto as Attachment "2."

STAFF RECOMMENDATION: The Project Team recommends approval.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: A brief presentation on this matter may be made by the Project Manager or the City Attorney's Office upon request.

REQUESTED MEETING DATE: 7/11/2016

LOCATION OF PROJECT: Crosstown Parkway Extension Project – Parcel Nos. 107 and 159.

ATTACHMENTS: Parcel Location Map and Authorizing Resolution with attached proposed Deed.

RECEIVED

JUL 0 5 2016

CITY MANAGER'S OFFICE

CITY COUNCIL
AGENDA MEMORANDUM

ATTACHMENT
"1"

Crosstown Parkway Extension
Construction Offices

May 16, 2016

CITY COUNCIL
AGENDA MEMORANDUM

ATTACHMENT
"2"

RESOLUTION 16-R44

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA, APPROVING AND AUTHORIZING ACCEPTANCE OF PUBLIC PURPOSE QUIT CLAIM DEED FROM THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ("FDOT") CONVEYING CERTAIN PARCELS FOR USE AS CONSTRUCTION OFFICES AND FOR FUTURE RIGHT-OF-WAY AND ASSOCIATED IMPROVEMENTS FOR THE CROSSTOWN PARKWAY EXTENSION PROJECT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation ("FDOT") is conducting certain right of way acquisition activities for the City's Crosstown Parkway Extension– the River Crossing of the North Fork of the St. Lucie River (the "Project") pursuant to a Memorandum of Understanding ("MOU") between FDOT and the City, dated February 12, 2014; and

WHEREAS, in accordance with the terms of the MOU, FDOT will be transferring all rights, title and interest in and to the acquired parcels to the City upon completion of all of its right of way acquisition activities; and

WHEREAS, the City may be able to commence certain construction activities before FDOT certifies all of the necessary right of way for the Project and the City's Design/Build Contractor has identified three (3) properties – Parcel Nos. 107, 108 and 159 – that it deems necessary for use during construction of the Project, however at this time only two (2) of the parcels, Parcel Nos. 107 and 159, have been cleared of environmental concerns; and

WHEREAS, the City has requested that FDOT convey the two (2) "cleared" parcels, Parcel Nos. 107 and 159, in advance of FDOT's completion and certification of its right of way activities; and

WHEREAS, FDOT has agreed to grant the City's request and convey the two (2) "cleared" parcels to the City; and

WHEREAS, the City and FDOT will execute the Public Purpose Quitclaim Deed (the "Deed") and subsequently cause the subject instrument to be recorded in the Public Records of St. Lucie County, Florida following City Council's approval and acceptance of the proposed Deed; and

RESOLUTION 16-R44

WHEREAS, the purpose of this Resolution is to formally authorize the acceptance of the proposed Deed.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA, THAT:

1. This City Council adopts and ratifies those matters set forth in the foregoing recitals.

2. The proposed Deed is hereby approved and accepted in substantially the same form attached hereto and incorporated herein as Exhibit "A."

3. The Mayor, the City Manager, and their designees, are hereby authorized to execute any documents related to the acceptance of the Easement and to take all actions necessary to accomplish said acceptance.

BE IT FURTHER RESOLVED that this Resolution becomes effective immediately upon its adoption.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this 11th day of July, 2016.

ATTEST:

CITY COUNCIL
CITY OF PORT ST. LUCIE

_____
Karen A. Phillips, City Clerk

By:_____
Gregory J. Oravec, Mayor

APPROVED AS TO FORM:

By:_____
Azlina Goldstein Siegel,
Interim City Attorney

EXHIBIT

"A"

(to Authorizing Resolution)

04-QCD.17-06/93

This instrument prepared under the direction of: Laurice C. Mayes, Esq. _____ Legal description prepared by: _____ Department of Transportation 3400 W. Commercial Boulevard Ft. Lauderdale, Florida 33309	Parcel No.	107 & 159
	Item/Segment No.	4108444
	Section No.	N/A
	Managing District:	Four
	City Road:	Crosstown Parkway Ext.
	County:	St. Lucie

PUBLIC PURPOSE QUITCLAIM DEED

THIS INDENTURE, made this _____ day of _____, 2016, by and between the STATE OF FLORIDA, by and through the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, as Grantor (Department)and the City of Port St. Lucie, whose address is: _____, Grantee (City).

W I T N E S S E T H

WHEREAS, Grantor and Grantee are coordinating acquisition and construction activities for the widening of a portion of a city road known as Crosstown Parkway Extension, and identified as the Crosstown Parkway Extension Project, FM# 410844-4, (the "Project"), located within the City of Port St. Lucie; and

WHEREAS, in accordance with that certain Memorandum of Understanding (MOU)between the State of Florida Department of Transportation and the City of Port St. Lucie dated February 12, 2014, relating to acquisition activities for the Project, the Department is to acquire the property necessary for the Project and the City is to construct the Project; and

WHEREAS, the property described in Exhibit "A" attached hereto, (Parcels), was acquired by Grantor pursuant to the MOU; and

WHEREAS, the City has hired a construction contractor to begin the construction activities and said contractor is in need of the Parcels;

WHEREAS, the City has requested that the Parcels described in Exhibit "A", be conveyed as soon as possible to Grantee to be used for the Project; and

WHEREAS, in accordance with the MOU, the property acquired by the Department is to be transferred to the City upon the completion of acquisition activities; and

WHEREAS, the Department has completed its acquisition of the Parcels described in Exhibit "A" and agrees to convey to the City; and

WHEREAS, the City's contractor will demolish any improvements on the property as part of the Project's construction activities;

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That the Grantor does hereby remise, release and quitclaim unto the Grantee, forever, all the right, title and interest of the State of Florida and/or the State of Florida Department of Transportation to the property described on Exhibit "A", attached hereto and made a part hereof.

TO HAVE AND TO HOLD the said premises and the appurtenances thereof unto the Grantee.

THIS CONVEYANCE IS made subject to any unpaid taxes, assessments, liens, or encumbrances of any nature whatsoever which the Grantee hereunder and herein assumes.

IN WITNESS WHEREOF, the State of Florida Department of Transportation has caused these presents to be signed in the name of the State of Florida and in the name of the State of Florida Department of Transportation by its District Secretary, District IV and its seal to be hereunto affixed, attested by its Executive Secretary, on the date first above written.

Signed, sealed and delivered in our presence as witnesses:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

_____

Print Name: _____

BY: _____
Name: GERRY O'REILLY, P.E.
District Four Secretary

_____

Print Name: _____

ATTEST: _____
Name: Alia Chanel
Executive Secretary

STATE OF FLORIDA

COUNTY OF BROWARD

BEFORE ME, the undersigned authority, this day personally appeared, GERRY O'REILLY, District Four Secretary and _____, Executive Secretary of the State of Florida Department of Transportation, respectively, to me known to be the persons described in and who executed the foregoing instrument, and they severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said State of Florida Department of Transportation, and the said instrument is the act and deed of said Department.

WITNESS my hand and official seal this _____ day of _____, 2016.

(NOTARIAL SEAL)

_____

Print Name: _____

Exhibit "A"

Item/Segment No. 4108444 Fee Simple Right of Way

Parcel No. 107 Crosstown Parkway Ext. St. Lucie County Description

Being all of Lot 9, Block 415, according to the Plat of Port St. Lucie Section Three, as Recorded in Plat Book 12, Page 13, Public Records of St. Lucie County, Florida.

Containing 10,000 square feet of land, more or less.

Exhibit "A"

Item/Segment No. 4108444 Fee Simple Right of Way
(08-12-15)

Parcel No. 159 Crosstown Parkway Ext. St. Lucie County Description

Being all of Lot 5, Block 412 as shown on the plat of PORT ST. LUCIE, SECTION THREE, recorded in Plat Book 12, Page 13, Public Records of St. Lucie County, Florida.

Containing 10,000 square feet, more or less.

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

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

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager JB

FROM: Edwin M. Fry Jr., Finance Director EF

Agenda Item: Resolution: RESIDENTIAL STREET LIGHTING ASSESSMENT ANNUAL RATE RESOLUTION FOR FISCAL YEAR 2016/2017

Submittal Date: 7/1/2016 16-R45

STRATEGIC PLAN LINK: PROVIDING EXCELLENT CUSTOMER SERVICE

BACKGROUND: This Resolution constitutes the Preliminary Rate Resolution as defined in Chapter 161, Section 161.05(H) (2), of the Port St. Lucie Code of Ordinances, which initiates the annual process for updating the Assessment Roll and directs the imposition of Residential Street Lighting Assessments for the fiscal year beginning October 1, 2016.

ANALYSIS: The City Manager or his designee is hereby directed to prepare, or cause to be prepared, an updated Assessment Roll for the fiscal year beginning October 1, 2016 in the manner provided in Chapter 161.

FINANCIAL INFORMATION: For the fiscal year beginning October 1, 2016, for which Residential Street Lighting Assessments for residential street lighting services are to be re-imposed, the Residential Street Lighting Cost shall be allocated among all parcels of assessed property, based upon the number of platted residential lots on each parcel. The City recommends a rate of assessment equal to $26.00 (no increase or decrease from last year) for each platted residential lot for residential street lighting service for fiscal year 2016-2017. The estimated total revenue the City will collect from the Residential Street Lighting Assessment is $431,141.62.

LEGAL INFORMATION: Approved by Azlina Goldstein Siegel, Interim City Attorney on July 1, 2016.

STAFF RECOMMENDATION: Staff recommends approval

SPECIAL CONSIDERATION: Approval of this Rate Resolution is necessary to move forward with the preparation of the tax rolls in a timely fashion

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 7/11/2016

LOCATION OF PROJECT: City wide

ATTACHMENTS: Preliminary Rate Resolution

RECEIVED

JUL 0 1 2016

CITY MANAGER'S OFFICE

RESOLUTION 16-R45

A RESOLUTION OF THE CITY OF PORT ST. LUCIE, FLORIDA, RELATING TO THE RESIDENTIAL STREET LIGHTING WITHIN THE RESIDENTIAL STREET LIGHTING ASSESSMENT AREAS IN PORT ST. LUCIE, FLORIDA; ESTABLISHING THE ASSESSMENT RATE FOR RESIDENTIAL STREET LIGHTING SERVICES AGAINST ASSESSED PROPERTY LOCATED WITHIN THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council (the "Council") of the City of Port St. Lucie, Florida (the "City") has enacted Ordinance No. 09-64, codified in the City Code as Chapter 161, The Residential Street Lighting Assessment Areas Ordinance (the "Ordinance"), which authorizes the annual re-imposition of residential street lighting assessments (the "Assessments") for residential street lighting services against certain assessed property within Residential Street Lighting Assessment Areas located in the City;

WHEREAS, the imposition of the Assessments for residential street lighting services for each Fiscal Year is an equitable and efficient method of allocating and apportioning residential street lighting costs among parcels of assessed property; and

WHEREAS, the Council desires to collect the annual Assessments within the City using the uniform tax bill collection method under the Uniform Assessment Collection Act for the Fiscal Year beginning on October 1, 2016.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA, AS FOLLOWS:

Section 1. AUTHORITY. This Resolution is adopted pursuant to the provisions of the Ordinance, and sections 197.3632 and 197.3635, Florida Statutes, and other applicable provisions of law.

Section 2. PURPOSE AND DEFINITIONS. This Resolution constitutes the Preliminary Rate Resolution as defined in the Ordinance, which initiates the annual process for updating the Assessment Roll and directs the re-imposition of the Assessments for the Fiscal Year beginning October 1, 2016. All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Ordinance. Unless the context indicates otherwise, words imparting the singular number include the plural number, and vice versa.

Section 3. PROVISION AND FUNDING OF RESIDENTIAL STREET LIGHTING SERVICES.

(A) Upon the imposition of the Assessments for residential street lighting services against assessed property located in the Residential Street Lighting Assessment Areas in the City, the City shall provide residential street lighting services to such assessed property.

(B) It is hereby ascertained, determined, and declared that each parcel of assessed property will be benefitted by the City's provision of residential street lighting services in an amount not less than the

Assessments imposed against such parcel, computed in the manner set forth in this Preliminary Rate Resolution.

Section 4. LEGISLATIVE DETERMINATIONS OF SPECIAL BENEFIT AND FAIR APPORTIONMENT. The legislative determinations of special benefit and fair apportionment embodied in the Ordinance are affirmed and incorporated herein by reference. It is hereby ascertained, determined, and declared that the method of determining the Assessments for residential street lighting services set forth in this Resolution is a fair and reasonable method of apportioning the Residential Street Lighting Cost among the parcels of Assessed Property.

Section 5. DESCRIPTION OF RESIDENTIAL STREET LIGHTING SERVICES, FACILITIES, OR PROGRAMS TO BE PROVIDED. The services, facilities, or programs to be provided are streetlighting structures and services to residential properties within the City's streetlighting boundaries.

Section 6. RESIDENTIAL STREET LIGHTING COST TO BE ASSESSED. For the Fiscal Year beginning on October 1, 2016, the Residential Street Lighting Cost to be assessed is estimated to be $431,141.62.

Section 7. ESTABLISHMENT OF ESTIMATED ANNUAL RESIDENTIAL STREET LIGHTING SERVICE ASSESSMENT RATE. For the Fiscal Year beginning on October 1, 2016, for which the Assessments for residential street lighting services are to be re-imposed, the Residential Street Lighting Cost shall be allocated among all parcels of assessed property, based upon the number of platted residential lots on each parcel. A rate of assessment equal to $26.00 for each for each platted residential lot for residential street lighting service is hereby established and approved for the 2016-2017 Fiscal Year. The estimated total revenue the City will collect from the Assessments is $431,141.62.

Section 8. AUTHORIZATION OF PUBLIC HEARING. There is hereby established a public hearing to be held at 7:00 p.m. on August 8, 2016, in Council Chambers at City Hall, Building A, 121 S.W. Port St. Lucie Blvd., Port St. Lucie, Florida 34984 for the purpose of (a) receiving and considering comments on the Assessments from affected property owners and the public; (b) considering the adoption of the annual rate resolution for the upcoming fiscal year; and (c) authorizing the re-imposition of the Assessments for residential street lighting services for the Fiscal Year beginning October 1, 2016 and collecting such assessments on the same bill as ad valorem taxes

Section 9. DIRECTION TO CITY MANAGER.

(A) The City Manager or his designee is hereby authorized and directed to prepare or cause to be prepared, an updated Assessment Roll for the Fiscal Year beginning October 1, 2016, in the manner provided in the Ordinance. Such updated Assessment Roll shall contain the following: (1) a summary description of all Assessed Property within the City conforming to the description on the Tax Roll; (2) the name and address of each owner of record for each parcel as shown on the Tax Roll; and (3) the amount of the Assessment attributable to each platted residential lot for residential street lighting services. A copy of this Preliminary Rate Resolution, the Ordinance, and the updated Assessment Roll shall be maintained in the office of the City Clerk of the City and open to public inspection. The foregoing shall not be construed to require that the updated Assessment Roll be in printed form if the amount of the Assessment for each parcel of property can be determined by use of a computer terminal available to the

public. The Assessment for each parcel of Assessed Property shall be computed by multiplying the assessment rate by the number of platted residential lots on such parcel.

(B) The City Manager or his designee is hereby authorized and directed to publish a notice, as required by Section 161.05(D) of the Ordinance, in substantially the form attached hereto as Appendix A. Such notice shall be published not later than July 19, 2016, in a newspaper of general circulation within the City.

(C) The City Manager or his designee is hereby authorized and directed to provide notice by first class mail to affected owners of each parcel of Assessed Property in the event circumstances described in subsection 161.05(H)(6) of the Ordinance occur. Such notice shall be in substantially the form attached hereto as Appendix B and shall be mailed not later than July 19, 2016.

Section 9. EFFECTIVE DATE. This Preliminary Rate Resolution shall take effect immediately upon its passage and adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA, THIS 11th DAY OF JULY, 2016.

CITY COUNCIL
CITY OF PORT ST. LUCIE:

By: _____
Gregory J. Oravec, Mayor

ATTEST:

_____
Karen A. Phillips, City Clerk

APPROVED AS TO FORM:

By: _____
Interim City Attorney

APPENDIX A
FORM OF NOTICE TO BE PUBLISHED

To be published no later than July 19, 2016:

NOTICE OF PUBLIC HEARING TO RE-IMPOSE AND PROVIDE FOR COLLECTION OF RESIDENTIAL STREET LIGHTING SERVICE ASSESSMENTS

Notice is hereby given that the City Council of the City of Port St. Lucie, Florida, will conduct a public hearing to re-impose Residential Street Lighting Assessments (the "Assessments") for the fiscal year beginning October 1, 2016, within the Residential Street Lighting Assessment Area against certain residential property located within the incorporated area of the City, to fund the cost of residential street lighting services, facilities, and programs, and to authorize collection of such assessments on the tax bill. The services, facilities, or programs to be provided are the benefit of streetlighting structures and services to residential properties within the City's streetlighting boundaries.

The Residential Street Lighting Service Assessments will be computed by multiplying the number of platted residential lots on each parcel by the rate of assessment. The rate of assessment for the upcoming fiscal year shall be $26.00, which is the same rate from last year. The total revenue that the City will collect by the Assessments is estimated to be $431,141.62 for fiscal year 2016-2017.

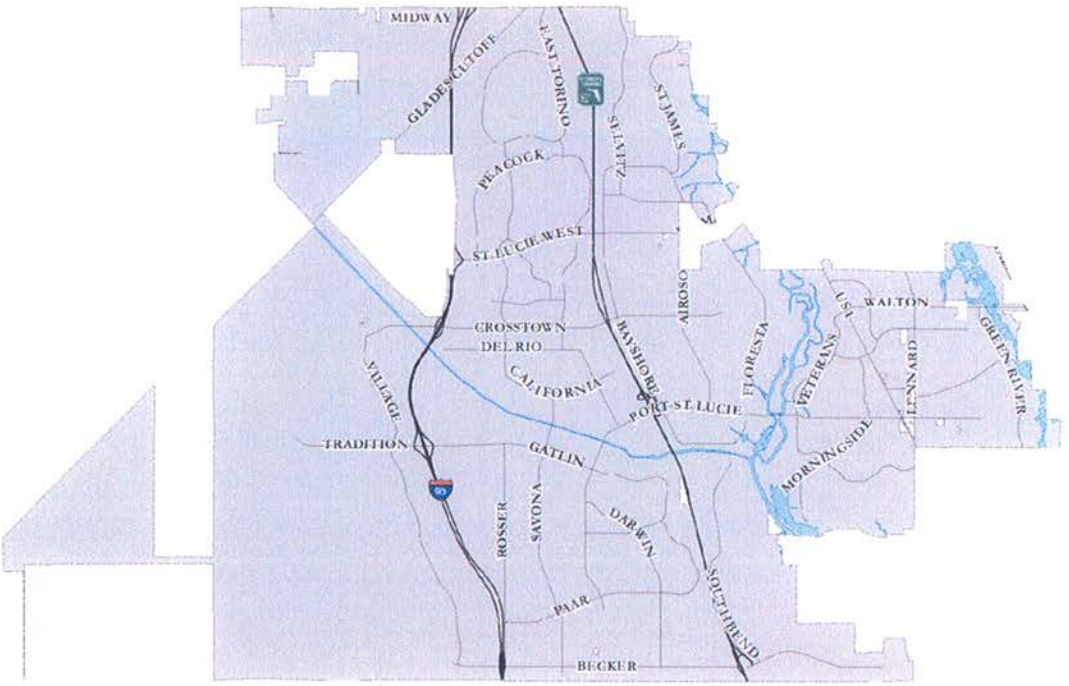
A public hearing (the "Hearing") will be held at 7:00 p.m. on August 8, 2016, in in Council Chambers at City Hall, Building A, 121 S.W. Port St. Lucie Blvd., Port St. Lucie, Florida 34984 for the purpose of (a) receiving and considering comments on the Assessments from affected property owners and the public; (b) considering the adoption of the annual rate resolution for the upcoming fiscal year; and (c) authorizing the re-imposition of the Assessments for residential street lighting services for the Fiscal Year beginning October 1, 2016 and collecting such assessments on the same bill as ad valorem taxes. The Council will hear objections of all interested person to the annual rate resolution establishing the rate of assessment and approving the updated assessment roll. All affected property owners have the right to appear at the hearing and to file written objections with the City Clerk within 20 calendar days of the date of this notice.

Copies of the Residential Street Lighting Assessment Ordinance (Ordinance No. 09-64) and the Preliminary Rate Resolution initiating the annual process of updating the assessment roll and re-imposing the Assessments, and the updated Assessment Roll of the 2016 fiscal year are available for inspection at the City Clerks' office, located at City Hall, Building A, 121 S.W. Port St. Lucie Blvd., Port St. Lucie, Florida 34984. All interested persons may ascertain the amount to be assessed against a parcel of assessed property at the office of the City Manager.

All objections to the annual rate resolution by the Council shall be made in writing and filed with the City Manager at or before the time or adjourned time of the Hearing. If a person decides to appeal any decision made by the City Council with respect to any matter considered at the Hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing special accommodations or an interpreter to participate in this proceeding should contact City Hall at (772) 871-5157 of (772) 873-6340 TDD at least seven (7) days prior to the date of the Hearing.

If you have any questions, please contact the City Attorney's Office at (772) 871-5294, Monday through Friday between 8:00 am and 5:00 pm. The Assessments will be collected on the non-ad valorem portion of the tax bill to be mailed in November, 2016, as authorized by Section 197.3632, Florida Statutes. Failure to pay the Assessment shall cause a tax certificate to be issued against the property, which may result in a loss of title to the property. Unpaid or delinquent fees, charges, or assessments due the City for residential street lighting services allocable to specific parcels will be additionally included in the annual residential street lighting service assessment.

CITY COUNCIL OF
CITY OF PORT ST. LUCIE, FLORIDA



APPENDIX B
FORM OF NOTICES TO BE MAILED

CITY OF PORT ST. LUCIE

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NOTICE OF HEARING TO IMPOSE A NON-AD VALOREM ASSESSMENT FOR RESIDENTIAL STREET LIGHTING

«CurOwner»

«MailAddr1»

«MailAddr2»

«MailCityStZip»

«Country»

Parcel Identification Number: **«ParcelID»**

Legal Description: **«LegalDesc»**

******* NOTICE TO PROPERTY OWNER*******

As required by §197.3632, Florida Statutes, notice is hereby given by the City of Port St. Lucie, Florida, that an annual assessment using the tax bill collection method may be levied on your property for the purpose of funding Residential Street Lighting. The use of an annual special assessment for residential street lighting services within the City of Port St. Lucie has proven to be a fair, efficient and effective means of funding these services. The assessment rate for each property is calculated by multiplying the number of platted residential lots on each parcel by the rate of assessment. **The proposed assessment rate per platted residential lot for fiscal year 2016-2017 is $26.00.**

The total number of platted lots calculated for the above-referenced parcel is **«Units»** for which the City proposes an assessment of **$«Amount».00** for fiscal year 2016-2017.

The total revenue the City will collect by the assessment is estimated to be **$431,141.62** for fiscal year 2016-2017. The Residential Street Lighting Assessment will be levied and collected in the same manner as ad valorem taxes by the Tax Collector of St. Lucie County and will appear on the "non-ad valorem" portion of the 2016 tax bill and future bills. If you fail to pay an assessment when due, a tax certificate may be sold against your property or foreclosure proceedings may be instituted, either of which may result in a loss of title to the property. Unpaid or delinquent fees, charges, or assessments due the City for residential street lighting services allocable to specific parcels will be additionally included in the annual residential street lighting service assessment.

All affected property owners have the right to appear and be heard at a public hearing held by the City Council and have the right to file written objections with the City Clerk within twenty (20) days of this notice. **The public hearing is to be held on Monday, August 8, 2016 at 7:00 p.m. in the Council Chambers, City Hall, 121 S.W. Port St. Lucie Boulevard, Port St. Lucie, Florida.** At the hearing, the City Council will consider comments and objections to the Residential Street Lighting Assessment roll, and will approve the assessment roll as final, including any changes, if necessary. Upon the filing of such assessment roll with the St. Lucie County Tax Collector, the assessments shall stand as legal, valid and binding liens, co-equal with the lien of all state, county, district, and municipal taxes, superior in dignity to all other liens, titles, and claims, until paid. In accordance with the Americans with Disabilities Act, persons needing special accommodations should contact the City Clerk's office at (772) 871-5157 at least seven days prior to the hearing.

If you decide to appeal any decision made by the City Council with respect to any matter considered at the hearing, you will need a record of the proceedings and may need to ensure that a verbatim record is made. Unless proper steps are initiated within a court of competent jurisdiction to secure relief within 20 days from the date of City Council action at the above hearing (including the method of apportionment, the rate of assessment, and the imposition of assessments), such action shall be the final adjudication of the issues presented. Copies of the legal documentation for the assessment program are available in the City Clerk's Office, located at 121 S.W. Port St. Lucie Blvd., Port St. Lucie, Florida.

RESIDENTIAL STREET LIGHTING ASSESSMENT

PUBLIC HEARING NOTICE

THIS IS NOT A BILL --- DO NOT PAY

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

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

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager

FROM: Edwin M. Fry Jr., Finance Director

Agenda Item: Resolution: SOLID WASTE ASSESSMENT ANNUAL RATE RESOLUTION FOR FISCAL YEAR 2016/2017

16-R46

Submittal Date: 7/1/2016

STRATEGIC PLAN LINK: PROVIDING EXCELLENT CUSTOMER SERVICE

BACKGROUND: This Resolution is adopted pursuant to the provisions of Chapter 50, Article II, the Solid Waste Service Assessments Ordinance (Ordinance No.07-79, the "Ordinance") and sections 166.021 and 166.041, Florida Statutes, and other applicable provision of law. This Resolution constitutes the Preliminary Rate Resolution as defined in the Ordinance, which initiates the annual process for updating the Assessment Roll and directs the re-imposition of Solid Waste Service assessments for the fiscal year beginning October 1, 2016. On August 12, 2013. The Council voted to extend the Waste Pro Franchise Agreement for an additional four (4) year term to expire on September 30, 2020. As per that Seventh Amendment, Waste Pro agreed to not exercise a Consumer Price Index (CPI) increase until September 30, 2020, thereby allowing the City to maintain the rate charged to the customer at $268.36 per year.

ANALYSIS: The City Manager or his designee is hereby directed to prepare, or cause to be prepared, an updated Assessment Roll for the fiscal year beginning October 1, 2016.

FINANCIAL INFORMATION: The estimated solid waste revenue for the 2016 tax roll is $17,905,784. The rate of assessment is $268.36 (no increase or decrease from last year) for each dwelling unit for solid waste collection and disposal services.

LEGAL INFORMATION: Approved by Azlina Goldstein Siegel, Interim City Attorney on July 1, 2016.

STAFF RECOMMENDATION: Staff recommends approval

SPECIAL CONSIDERATION: Approval of this Rate Resolution is necessary to move forward with the preparation of the tax rolls in a timely fashion

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 7/11/2016

LOCATION OF PROJECT: City wide

ATTACHMENTS: Preliminary Rate Resolution

RECEIVED

JUL 0 1 2016

CITY MANAGER'S OFFICE

RESOLUTION 16-R46

A RESOLUTION OF THE CITY OF PORT ST. LUCIE, FLORIDA, RELATING TO THE COLLECTION AND DISPOSAL OF SOLID WASTE IN THE CITY; ESTABLISHING THE ASSESSMENT RATE FOR SOLID WASTE SERVICE ASSESSMENTS AGAINST ASSESSED PROPERTY LOCATED WITHIN THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council (the "Council") of the City of Port St. Lucie, Florida (the "City") has enacted Ordinance No. 07-79, codified in the City Code as Chapter 50, Article II, the Solid Waste Services Assessments Ordinance (the "Ordinance"), which authorizes the annual re-imposition of solid waste services assessments (the "Assessments") for solid waste collection and disposal services, facilities, or programs against certain assessed property within the City;

WHEREAS, the imposition of the Assessments for solid waste collection and disposal services, facilities, and programs for each Fiscal Year is an equitable and efficient method of allocating and apportioning solid waste costs among parcels of assessed property; and

WHEREAS, the Council desires to collect the annual Assessments within the City using the uniform tax bill collection method under the Uniform Assessment Collection Act for the Fiscal Year beginning on October 1, 2016, and to collect delinquent solid waste services charges for the 2016-2017 Fiscal Year.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA, AS FOLLOWS:

Section 1. AUTHORITY. This Resolution is adopted pursuant to the provisions of the Ordinance, and sections 166.021 and 166.041, Florida Statutes, and other applicable provisions of law.

Section 2. PURPOSE AND DEFINITIONS. This Resolution constitutes the Preliminary Rate Resolution as defined in the Ordinance, which initiates the annual process for updating the Assessment Roll and directs the re-imposition of the Assessments for the Fiscal Year beginning October 1, 2016. All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Ordinance. Unless the context indicates otherwise, words imparting the singular number include the plural number, and vice versa.

Section 3. PROVISION AND FUNDING OF SOLID WASTE SERVICES.

(A) Upon the imposition of the Assessments for solid waste collection and disposal against assessed property located in the City, the City shall provide solid waste collection and disposal services to such assessed property.

(B) It is hereby ascertained, determined, and declared that each parcel of assessed property will be benefitted by the City's provision of solid waste collection and disposal services in an amount not less than the Assessment imposed against such parcel, computed in the manner set forth in this Preliminary Rate Resolution.

Section 4. LEGISLATIVE DETERMINATIONS OF SPECIAL BENEFIT AND FAIR APPORTIONMENT. The legislative determinations of special benefit and fair apportionment embodied in the Ordinance are affirmed and incorporated herein by reference. It is hereby ascertained, determined, and declared that the method of determining the Assessments for solid waste collection and disposal services set forth in this Resolution is a fair and reasonable method of apportioning the Solid Waste Cost among the parcels of Assessed Property.

Section 5. DESCRIPTION OF SOLID WASTE SERVICES, FACILITIES, OR PROGRAMS TO BE PROVIDED. The services to be provided will be solid waste collection and disposal services to residential properties within the City.

Section 6. SOLID WASTE COST TO BE ASSESSED. For the Fiscal Year beginning on October 1, 2016, the estimated Solid Waste Cost to be assessed shall be $17,905,784.28.

Section 7. ESTABLISHMENT OF ANNUAL SOLID WASTE SERVICE ASSESSMENT RATE. For the Fiscal Year beginning on October 1, 2016, for which the Assessments for solid waste collection and disposal services, facilities, and programs are to be re-imposed, the Solid Waste Cost shall be allocated among all parcels of assessed property, based on each parcel's classification as residential property pursuant to Section 50.02 of the City Code and the number of dwelling units for such parcels. A rate of assessment equal to $268.36 for each Dwelling Unit for solid waste collection and disposal services is hereby established and approved for the 2016-2017 Fiscal Year. The estimated total revenue the City will collect from the Assessment is $17,905,784.28.

Section 8. AUTHORIZATION OF PUBLIC HEARING. There is hereby established a public hearing to be held at 7:00 p.m. on August 8, 2016, in Council Chambers at City Hall, Building A, 121 S.W. Port St. Lucie Blvd., Port St. Lucie, Florida 34984 for the purpose of (a) receiving and considering comments on the Assessments from affected property owners and the public; (b) considering the adoption of the annual rate resolution for the upcoming fiscal year; and (c) authorizing the re-imposition of the Assessments for solid waste collection and disposal for the Fiscal Year beginning October 1, 2016 and collecting such assessments on the same bill as ad valorem taxes.

Section 9. DIRECTION TO CITY MANAGER.

(A) The City Manager or his designee is hereby authorized and directed to prepare or cause to be prepared, an updated Assessment Roll for the Fiscal Year beginning October 1, 2016, in the manner provided in the Ordinance. Such updated Assessment Roll shall contain the following: (1) a summary description of all Assessed Property within the City conforming to the description on the Tax Roll; (2) the name and address of each owner of record for each parcel as shown on the Tax Roll; and (3) the amount of the Assessment to be imposed against each such parcel of Assessed Property. A copy of this Preliminary Rate Resolution, the Ordinance, and the updated Assessment Roll shall be maintained in the office of the

City Clerk of the City and open to public inspection. The foregoing shall not be construed to require that the updated Assessment Roll be in printed form if the amount of the Assessment for each parcel of property can be determined by use of a computer terminal available to the public. The Assessment for each parcel of Assessed Property shall be computed by multiplying the assessment rate by the number of Dwelling Units on such parcel.

(B) The City Manager or his designee is hereby authorized and directed to publish a notice, as required by Section 50.21(d) of the Ordinance, in substantially the form attached hereto as Appendix A. Such notice shall be published not later than July 19, 2016, in a newspaper of general circulation within the City.

(C) The City Manager or his designee is hereby authorized and directed to provide notice by first class mail to affected owners of each parcel of Assessed Property in the event circumstances described in subsection 50.21(h)(6) of the Ordinance occur. Such notice shall be in substantially the form attached hereto as Appendix B and shall be mailed not later than July 19, 2016.

Section 9. EFFECTIVE DATE. This Preliminary Rate Resolution shall take effect immediately upon its passage and adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA, THIS 11th DAY OF JULY, 2016.

CITY COUNCIL
CITY OF PORT ST. LUCIE:

By: _____
Gregory J. Oravec, Mayor

ATTEST:

_____
Karen A. Phillips, City Clerk

APPROVED AS TO FORM:

By: _____
Interim City Attorney

APPENDIX A
FORM OF NOTICE TO BE PUBLISHED

To be published no later than July 19, 2016:

NOTICE OF PUBLIC HEARING TO RE-IMPOSE AND PROVIDE FOR COLLECTION OF SOLID WASTE SERVICE ASSESSMENTS

Notice is hereby given that the City Council of the City of Port St. Lucie, Florida, will conduct a public hearing to re-impose Solid Waste Service Assessments (the "Assessments") for the fiscal year beginning October 1, 2016, within the Solid Waste Services Assessment Area against certain residential property located within the incorporated area of the City, to fund the cost of solid waste collection and disposal services, facilities, and programs, and to authorize collection of such assessments on the tax bill. The services to be provided are solid waste collection and disposal services to residential properties within the City.

The Solid Waste Service Assessments will be computed by multiplying the number of dwellings on each parcel by the rate of assessment plus any unpaid or delinquent charges for solid waste incurred between October 1, 2016, and September 30, 2017. The rate of assessment for the upcoming fiscal year shall be $268.36, which is the same rate from last year. The total revenue that the City will collect by the Assessments is estimated to be $17,905,784.28 for fiscal year 2016-2017.

A public hearing (the "Hearing") will be held at 7:00 p.m. on August 8, 2016, in Council Chambers at City Hall, Building A, 121 S.W. Port St. Lucie Blvd., Port St. Lucie, Florida 34984 for the purpose of (a) receiving and considering comments on the Assessments from affected property owners and the public; (b) considering the adoption of the annual rate resolution for the upcoming fiscal year; and (c) authorizing the re-imposition of the Assessments for solid waste collection and disposal for the Fiscal Year beginning October 1, 2016 and collecting such assessments on the same bill as ad valorem taxes. At the Hearing, the Council will hear objections of all interested persons to the annual assessment resolution and the updated assessment roll. All affected property owners have the right to appear at the hearing and to file written objections with the City Clerk within 20 calendar days of the date of this notice.

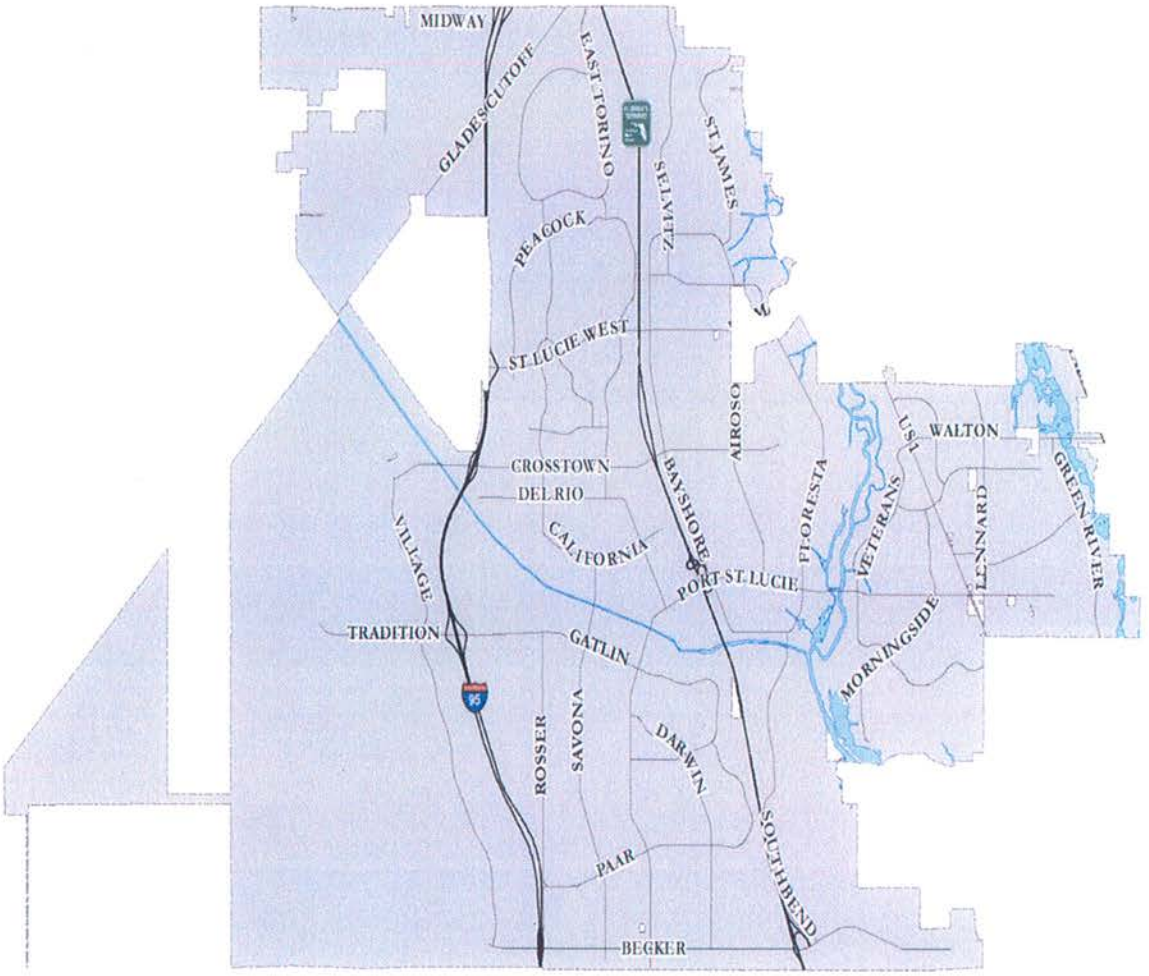
Copies of the Solid Waste Services Assessment Ordinance (Ordinance No. 07-97) and the Preliminary Rate Resolution initiating the annual process of updating the assessment roll and re-imposing the Assessments, and the updated Assessment Roll of the 2016 tax roll year are available for inspection at the City Clerk's office, located at City Hall, Building A, 121 S.W. Port St. Lucie Blvd., Port St. Lucie, Florida 34984. All interested persons may ascertain the amount to be assessed against a parcel of assessed property at the office of the City Clerk.

All objections to the annual rate resolution by the Council shall be made in writing and filed with the City Manager at or before the time or adjourned time of the Hearing. If a person decides to appeal any decision made by the City Council with respect to any matter considered at the Hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing special accommodations or an interpreter to participate in this proceeding should contact City Hall at (772) 871-5157 of (772) 873-6340 TDD at least seven (7) days prior to the date of the Hearing.

If you have any questions, please contact the City Attorney's Office at (772) 871-5294, Monday through Friday between 8:00 am and 5:00 pm. The Assessments will be collected on the non-ad valorem portion of the tax bill to be mailed in November, 2016, as authorized by Section 197.3632, Florida Statutes. Failure to pay the Assessment shall cause a tax certificate to be issued against the property, which may result in a loss of title to the property. Unpaid or delinquent fees, charges, or assessments due the City for solid waste and recyclable materials collection services allocable to specific parcels will be additionally included in the annual solid waste service assessment.

CITY COUNCIL OF
CITY OF PORT ST. LUCIE, FLORIDA

Area to be assessed:



APPENDIX B
FORM OF NOTICES TO BE MAILED

CITY OF PORT ST. LUCIE

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NOTICE OF HEARING TO IMPOSE A

NON-AD VALOREM ASSESSMENT FOR SOLID WASTE COLLECTION AND RECYCLING SERVICES

«Name»

«Address1»

«Address2»

Parcel Identification Number: **«ParcelID»**

Legal Description: **«LegalDesc»**

***** NOTICE TO PROPERTY OWNER *****

As required by § 197.3632, Florida Statutes, notice is hereby given by the City of Port St. Lucie, Florida, that an annual assessment using the tax bill collection method may be levied on your property for the purpose of funding solid waste collection and recycling services (i.e. garbage collection). The use of an annual special assessment for solid waste services within the City of Port St. Lucie has proven to be a fair, efficient, and effective means of funding these services. **Please note: By paying the annual assessment for solid waste services on the tax roll you will no longer be directly paying Waste Pro of Florida, Inc. for garbage collection.** The assessment for each property is calculated by multiplying the number of dwelling units on each parcel by the rate of assessment. **The proposed assessment rate per dwelling for fiscal year 2016-2017 is $268.36.**

The total number of dwelling units calculated for the above referenced parcel is one for which the City proposes an assessment of $268.36 for fiscal year 2016-2017. In addition, delinquent solid waste services charges as of July 1, 2016 in the amount of $«TotalDue» shall also be assessed.

The total revenue the City will collect by the assessment is estimated to be **$17,905,784** for fiscal year 2016-2017. The solid waste assessment will be levied and collected in the same manner as ad valorem taxes by the Tax Collector of St. Lucie County and will appear on the "non-ad valorem" portion of the 2016 tax bill and future bills. If you fail to pay an assessment when due, a tax certificate may be sold against your property or foreclosure proceedings may be instituted, either of which may result in a loss of title to the property. Unpaid or delinquent fees, charges, or assessments due the City for solid waste and recyclable materials collection services allocable to specific parcels will be additionally included in the annual solid waste service assessment.

All affected property owners have the right to appear and be heard at a public hearing held by the City Council and have the right to file written objections with the City Clerk within twenty (20) days of this notice. **The public hearing is to be held on Monday, August 8, 2016 at 7:00 p.m. in the Council Chambers, City Hall, 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida.** At the hearing, the City Council will consider comments and objections to the solid waste assessment roll, and will approve the assessment roll as final with any changes, as necessary. Upon the filing of such assessment roll with the St. Lucie County Tax Collector, the assessments shall stand as legal, valid and binding liens, co-equal with the lien of all state, county, district, and municipal taxes, superior in dignity to all other liens, titles, and claims, until paid. In accordance with the Americans with Disabilities Act, persons needing special accommodations should contact the City Clerk's office at (772) 871-5157 at least seven days prior to the hearing. You may also direct general inquiries to Waste Pro of Florida, Inc. staff at (772) 595-9390, Monday through Saturday between 8:00 a.m. and 5:00 p.m.

If you decide to appeal any decision made by the City Council with respect to any matter considered at the hearing, you will need a record of the proceedings and may need to ensure that a verbatim record is made. Unless proper steps are initiated within a court of competent jurisdiction to secure relief within 20 days from the date of City Council action at the above hearing (including the method of apportionment, the rate of assessment, and the imposition of assessments), such action shall be the final adjudication of the issues presented. Copies of the legal documentation for the assessment program are available in the City Clerk's office, located at 121 S.W. Port St. Lucie Blvd., Port St. Lucie, Florida.

SOLID WASTE ASSESSMENT

PUBLIC HEARING NOTICE

THIS IS NOT A BILL --- DO NOT PAY

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 11F
Meeting Date: 7/11/16

TO: MAYOR AND CITY COUNCIL

THRU: JEFF BREMER, CITY MANAGER

FROM: AZLINA GOLDSTEIN SIEGEL, INTERIM CITY ATTORNEY

AGENDA ITEM: RESOLUTION: APPROVING AND AUTHORIZING ACCEPTANCE OF AN ACCESS AND UTILITIES EASEMENT TO BE MADE AND ENTERED INTO BY TRADITION OUTLET, LLC, A FLORIDA LIMITED LIABILITY COMPANY, TRADITION COMMERCIAL ASSOCIATION, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION AND THE CITY OF PORT ST. LUCIE, A FLORIDA MUNICIPAL CORPORATION, WITH CHRIST FELLOWSHIP CHURCH, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION JOINING IN THE EXECUTION OF THE EASEMENT; PROVIDING AN EFFECTIVE DATE

16-R47

SUBMITTAL DATE: 7/5/2016

STRATEGIC PLAN LINK: Principal A – Exceptional Municipal Services

BACKGROUND: On July 17, 2015, the City closed on the sale of its Tradition Studios Property (the "Propery") to Christ Fellowship Church, a Florida not-for-profit corporation (the "Church"). The Church is presently pursuing certain improvement activities on the Property as well as the adjacent property owned by Tradition Outlet, LLC, a Florida limited liability company ("Tradition"). As part of its activities, the Church desires to ensure that the City obtain and/or retain permanent easement rights to construct, maintain and replace certain utilities facilities on, upon and over its Property and the lands owned by Tradition. The attached proposed Access and Utilities Easement also serves to confirm and convey easement rights to the Church and also to Tradition Commercial Association, Inc., a Florida not-for-profit corporation (the "Association), which has certain rights and responsibilities over the subject properties pursuant to the Declaration of Covenants, Conditions and Restrictions for Tradition Commercial Association, recorded in Official Records Book 2098 at Page 1697, of the Public Records of St. Lucie County, Florida.

ANALYSIS: The Public Works Department and the Port St. Lucie Utility Systems Department have reviewed and approved the proposed Access and Utilities Easement, including the legal description. All parties to the proposed Easement have also reviewed and approved the instrument as to form and legal sufficiency.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: The Access and Utilities Easement has been reviewed by Azlina Goldstein Siegel, Interim City Attorney and therefore is approved as to form. The resolution

authorizing the acceptance of the proposed Easement has been drafted by the City Attorney's Office.

STAFF RECOMMENDATION: Approval is recommended.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: A brief presentation/introduction of the matter may be made by the City Attorney's Office upon request.

REQUESTED MEETING DATE: 7/11/2016

LOCATION OF PROJECT: Port St. Lucie at Tradition Christ Fellowship Church (former Tradition Studios/Digital Domain Property)

ATTACHMENTS: Resolution with attached proposed Access and Utilities Easement.

RECEIVED

JUL 0 5 2016

CITY MANAGER'S OFFICE

RESOLUTION 16-R47

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA, APPROVING AND AUTHORIZING ACCEPTANCE OF AN ACCESS AND UTILITIES EASEMENT TO BE MADE AND ENTERED INTO BY TRADITION OUTLET, LLC, A FLORIDA LIMITED LIABILITY COMPANY, TRADITION COMMERCIAL ASSOCIATION, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION AND THE CITY OF PORT ST. LUCIE, A FLORIDA MUNICIPAL CORPORATION, WITH CHRIST FELLOWSHIP CHURCH, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION JOINING IN THE EXECUTION OF THE EASEMENT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Tradition Outlet, LLC, a Florida limited liability company ("Tradition"), is the owner of certain real property identified as the "Additional Easement Strip" and "Battle Lake Easement Area," which are further described in the proposed Access and Utilities Easement (the "Easement") that is attached as Exhibit "A" to this Resolution; and

WHEREAS, Tradition desires to grant to the City certain perpetual, permanent easement rights for the purpose of constructing, maintaining, repairing and replacing certain utilities and related facilities in the Battle Lake Easement Area; and

WHEREAS, the Parties to the proposed Easement will execute and subsequently cause the subject instrument to be recorded in the Public Records of St. Lucie County, Florida following City Council's approval and acceptance of the Easement; and

WHEREAS, the purpose of this Resolution is to formally authorize the acceptance of the proposed Easement.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA, THAT:

1. This City Council adopts and ratifies those matters set forth in the foregoing recitals.

2. The proposed Easement is hereby approved and accepted in substantially the same form attached hereto and incorporated herein as Exhibit "A."

3. The Mayor, the City Manager, and their designees, are hereby authorized to execute any documents related to the acceptance of the Easement and to take all actions necessary to accomplish said acceptance.

BE IT FURTHER RESOLVED that this Resolution becomes effective immediately upon its adoption.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this 11th day of July, 2016.

ATTEST:

CITY COUNCIL
CITY OF PORT ST. LUCIE

_____
Karen A. Phillips, City Clerk

By:_____
Gregory J. Oravec, Mayor

APPROVED AS TO FORM:

By:_____
Azlina Goldstein Siegel,
Interim City Attorney

EXHIBIT

"A"

(to Authorizing Resolution)

Prepared by and Return to:

_____
_____
_____
_____

ACCESS AND UTILITIES EASEMENT

This ACCESS AND UTILITIES EASEMENT ("Agreement") is made and entered into this _____ day of July, 2016, by **TRADITION OUTLET, LLC**, a Florida limited liability company (hereinafter referred to as "Tradition") whose address is 10489 SW Meeting Street, Port St. Lucie, Florida 34987, to and for the benefit of **TRADITION COMMERCIAL ASSOCIATION, INC.** a Florida not-for-profit corporation whose address is 10489 SW Meeting Street, Port St. Lucie, Florida 34987 (hereinafter referred to as "Association"); and the **CITY OF PORT ST. LUCIE**, a Florida municipal corporation, 121 SW Port St. Lucie Blvd, Port St. Lucie, Florida 34984 (hereinafter referred to as "City"). **CHRIST FELLOWSHIP CHURCH, INC.** a Florida not-for-profit corporation whose address is 5343 Northlake Blvd., Palm Beach Gardens, Florida 33418 (hereinafter referred to as "Church") joins in execution of this Easement to agree to be bound legally by the provisions thereof, as more particularly set forth herein.

A. Tradition owns that land described in the attached Exhibit "A" ("Additional Easement Strip") and Exhibit "B," ("Battle Lake Easement Area");

B. The Church owns that land described on the attached Exhibit "C" ("Church Land");

C. The Association was created pursuant to that certain Declaration of Covenants, Conditions and Restrictions for Tradition Commercial Association, recorded in Official Records Book 2098, Page 1697, Public Records of St. Lucie County, Florida, which has been amended ("Commercial Declaration").

D. Tradition wishes to grant to the Association certain permanent easement rights of ingress and egress over the Additional Easement Strip and Battle Lake Easement Area, as more particularly set forth herein;

E. Tradition wishes to grant to the City certain permanent easement rights to construct, maintain and replace certain utilities in the Battle Lake Easement Area, as more particularly set forth herein

F. Tradition wishes to grant to the Church certain temporary easement rights to construct road improvements in the Additional Easement Strip and Battle Lake Easement Area, as more particularly set forth herein

Now, therefore, for and in consideration of the sum of Ten Dollars ($10.00) in hand paid by the Grantee, the receipt of which is hereby acknowledged, it is agreed as follows:

1. Association Access Easement (Additional Easement Strip).

Tradition hereby grants, bargains and conveys to the Association, a perpetual, permanent, non-exclusive easement for the purposes of vehicular and pedestrian access, ingress and egress over, through, under and across the Additional Easement Strip, which shall be used: (a) in conjunction with that certain 70' wide ingress and egress easement shown on Tradition Plat No. 66, as recorded in Plat Book 64, Page 1, Public Records of St. Lucie County, Florida; (b) subject to the terms and provisions of the Commercial Declaration ("Additional Strip Easement").

2. Association Access Easement (Battle Lake Easement Area)

Tradition hereby grants, bargains and conveys to the Association, a perpetual, permanent, non-exclusive easements for the purposes of vehicular and pedestrian access, ingress and egress over, through, under and across the Battle Lake Easement Area, which shall be used: (a) to connect and provide ingress and egress between that (a) certain 70' wide ingress and egress easement shown on Tradition Plat No. 66, as recorded in Plat Book 64, Page 1, Public Records of St. Lucie County, Florida; and (b) platted Battle Lake Drive as shown on Tradition Plat No. 56, as recorded in Plat Book 58, Page 30, Public records of St. Lucie County, Florida; and (c) subject to the terms and provisions of the Commercial Declaration ("Battle Lake Extension Easement").

3. City Utilities Easement

Tradition hereby grants, bargains and conveys to the City, a perpetual, permanent, non-exclusive easements for the purposes of constructing, maintaining, repairing and replacing underground facilities for municipal utility services, across the Battle Lake Easement Area, which shall be used: (a) to connect underground utility services between that (a) certain 70' wide ingress and egress easement shown on Tradition Plat No. 66, as recorded in Plat Book 64, Page 1, Public Records of St. Lucie County, Florida; and (b) platted portion of Battle Lake Drive as shown on Tradition Plat No. 56, as recorded in Plat Book 58, Page 30, Public records of St. Lucie County, Florida.

4. Construction of Additional Easement Strip.

Tradition hereby grants, bargains and conveys to the Church, a temporary, non-exclusive easements for the purposes of vehicular and pedestrian access, ingress and egress over, through, under and across the Additional Easement Strip, which shall be used to construct in accordance with applicable governmental requirements a section of road to widen the existing road improvements ("Road Widening") located on that certain 70' wide ingress and egress easement shown on Tradition Plat No. 66, as recorded in Plat Book 64, Page 1, Public Records of St. Lucie County, Florida;

a. Construction by Church. The Church (or then current Owner of the Church Land) agrees that is shall at its expense within thirty (30) days after receipt of applicable governmental approvals commence construction of the Road Widening and complete construction thereof on or before two hundred and seventy (270) days after commencement of construction.

b. Pursuit of Construction. Once construction is commenced, it shall be diligently and continuously pursued to completion. The Road Extension shall be constructed in: (a) accordance with all applicable laws, codes, ordinances and other requirements of governmental authorities having jurisdiction thereof; and (b) a good and workmanlike manner free of any construction liens.

c. Termination of Easement. Notwithstanding anything set forth herein to the contrary, if the Church does not complete construction of the Road Widening within two hundred and seventy (270) days after the date hereof, Tradition may unilaterally terminate the Additional Strip Easement by filing a notice of termination among the Public records of St. Lucie County, Florida

5. Construction of Battle Lake Extension.

Tradition hereby grants, bargains and conveys to the Church, a temporary, non-exclusive easements for the purposes of vehicular and pedestrian access, ingress and egress over, through, under and across the Battle Lake Easement Area, which shall be used to construct in accordance with applicable governmental requirements a section of road to connect the existing road improvements ("Road Extension") located on that certain (a) certain 70' wide ingress and egress easement shown on Tradition Plat No. 66, as recorded in Plat Book 64, Page 1, Public Records of St. Lucie County, Florida; and (b) platted portion of Battle Lake Drive as shown on Tradition Plat No. 56, as recorded in Plat Book 58, Page 30, Public records of St. Lucie County, Florida;

a. Construction by Church. The Church (or then current Owner of the Church Land) agrees that is shall at its expense within thirty (30) days after receipt of applicable governmental approvals commence construction of the Road Extension and complete construction thereof on or before two hundred and seventy (270) days after commencement of construction.

b. Pursuit of Construction. Once construction is commenced, it shall be diligently and continuously pursued to completion. The Road Extension shall be constructed in: (a) accordance with all applicable laws, codes, ordinances and other requirements of governmental authorities having jurisdiction thereof; and (b) a good and workmanlike manner free of any construction liens.

c. Termination of Easement. Notwithstanding anything set forth herein to the contrary, if the Church does not complete construction of the Road Extension within two hundred and seventy (270) days after the date hereof, Tradition may unilaterally terminate the Battle Lake Extension Easement by filing a notice of termination among the Public records of St. Lucie County, Florida

6. Association Indemnification of Tradition.

The Association shall and does hereby agree to defend, indemnify and hold harmless Tradition and its successors, including their respective agents, employees, directors, officers, members, and partners (all of whom shall be collectively referred to as the " Indemnitees") from and against any and all loss, cost, expense, suits, judgments and liabilities for damages or injuries, of whatsoever kind, whether to persons or property, arising in any way by any reason of the use of the easements herein in granted by Tradition to the Association.

7. Event of Default.

In the event that the Church fails to pay any required sum or perform any required obligation on its part to be paid or performed pursuant hereto, then Tradition may provide the Church with notice thereof ("Notice of Default"). In the case of a failure to: (a) pay any such sum, the Church shall pay said sum within ten (10) days from the date of receipt of said Notice of the Church Default; or (b) perform any such obligation, the Church shall perform said obligation within thirty (30) days, provided however, if said obligation is of such a nature that it could not reasonably be performed within thirty (30) days, then the Church shall: (i) promptly institute necessary cure efforts and give Tradition notice of the actions to be taken by the Church; (ii) thereafter diligently and continuously pursue said efforts for a period of up to ninety (90) days after the date of receipt of said Notice of Default.

8. Rights and Obligations of Owners.

The rights of Tradition hereunder shall benefit its successors and assigns (including its mortgagees). The obligations of the Church of the Church Land shall be binding upon its successors and assigns as owner(s) of the Church Land.

9. Governing Law and Attorney's Fees.

Florida law shall govern the interpreting and enforcement of this Agreement. In the event that legal proceedings are instituted to enforce any rights hereunder, the party prevailing therein shall be entitled to recover reasonable attorneys' fees and court costs (including paralegal fees) from the party not prevailing therein.

10. Amendment.

This Agreement may not be modified, amended or terminated without the prior written approval of the parties hereto.

11. Waiver.

No waiver of any of the provisions of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted and any such waiver shall be applicable only to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

12. Captions.

The captions and paragraph headings contained in this Agreement for reference and convenience only and do not define, describe, extend or limit the scope or intent of this Easement Agreement.

Signature Page for Tradition

This Signature Page is attached to and made a part of that certain ACCESS AND UTILITIES EASEMENT by Tradition Outlet, LLC, a Florida limited liability company.

IN WITNESS THEREOF, the undersigned has executed this Access and Utilities Agreement as of the day and year first above written.

TRADITION OUTLET, LLC
a Florida limited liability company

By: Tradition Development Company, LLC

By: PSL Acquisitions Operating, LLC

By: _____
David C. Feltman, Manager

STATE OF _____:

COUNTY OF _____:

The foregoing instrument was acknowledged before me on _____, 2016 by David C. Feltman, as Manager of PSL Acquisitions Operating, LLC, on behalf of Tradition Development Company, LLC, on behalf of Tradition Outlet, LLC, a Florida limited liability company, on behalf of said company. He is personally known to me

_____

Notary Public, State of _____

Name Printed: _____

My Commission expires: _____

[*NOTARIAL SEAL*]

Signature Page for City

This Signature Page is attached to and made a part of that certain ACCESS AND UTILITIES EASEMENT by City of Port St. Lucie, a Florida municipal corporation.

IN WITNESS THEREOF, the City has duly authorized the acceptance and execution of this Access and Utilities Agreement as of the day and year first above written.

CITY OF PORT ST. LUCIE,
a Florida municipal corporation

By: _____

Name: _____

Title: _____

STATE OF _____:

COUNTY OF _____:

The foregoing instrument was acknowledged before me on _____, 2016 by _____, as _____, and for and on behalf of the CITY OF PORT ST. LUCIE, a Florida municipal corporation. He/She is personally known to me.

_____

Notary Public, State of _____

Name Printed: _____

My Commission expires: _____

[*NOTARIAL SEAL*]

Signature Page for Church

This Signature Page is attached to and made a part of that certain ACCESS AND UTILITIES EASEMENT by Christ Fellowship Church, Inc., a Florida not-for-profit corporation.

IN WITNESS THEREOF, the undersigned has executed this Access and Utilities Agreement as of the day and year first above written, to agree to be bound legally by the terms and conditions of Section 4 thereof.

CHRIST FELLOWSHIP CHURCH, INC.,
a Florida not-for-profit corporation

By: _____

Name: _____

Title: _____

STATE OF _____:

COUNTY OF _____:

The foregoing instrument was acknowledged before me on _____, 2016 by _____, as _____ of CHRIST FELLOWSHIP CHURCH, INC., a Florida not-for-profit corporation, on behalf of said corporation. He/She is personally known to me

_____

Notary Public, State of _____

Name Printed: _____

My Commission expires: _____

[*NOTARIAL SEAL*]

Exhibit "A"

Additional Easement Strip

THIS IS NOT A SURVEY
EXHIBIT "A"

DESCRIPTION

AN INGRESS–EGRESS EASEMENT LYING OVER A PORTION OF LOT 3, TRADITION PLAT NO. 66, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 64, PAGES 1 AND 2 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF TRACT A, SAID TRADITION PLAT NO. 66, SAID POINT ALSO BEING AN INTERSECTION OF THE EAST LINE OF VILLAGE PARKWAY (130.00 FEET WIDE) AS SHOWN ON TRADITION PLAT NO. 10 RECORDED IN PLAT BOOK 43, PAGE 19 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND THE NORTH LINE OF SAID TRACT A, THE SAME BEING THE CENTERLINE OF A 70.00 FEET WIDE INGRESS–EGRESS EASEMENT;

THENCE N85°21'57"E, ALONG SAID NORTH LINE AND CENTERLINE A DISTANCE OF 35.47 FEET; THENCE S04°38'03"E A DISTANCE OF 35.00 FEET TO THE SOUTH LINE OF SAID 70.00 FEET WIDE INGRESS–EGRESS EASEMENT AND THE POINT OF BEGINNING;

THENCE N85°21'57"E, ALONG SAID SOUTH LINE A DISTANCE OF 264.66 FEET; THENCE S22°36'31"E A DISTANCE OF 55.72 FEET; THENCE S71°12'42"W A DISTANCE OF 14.81 FEET; THENCE S18°11'30"E, ALONG THE EAST LINE OF SAID LOT 3, A DISTANCE OF 61.26 FEET; THENCE N20°08'45"W A DISTANCE OF 108.11 FEET; THENCE S85°21'57"W, PARALLEL WITH AND 12.00 FEET SOUTH OF SAID SOUTH EASEMENT LINE A DISTANCE OF 264.43 FEET TO A POINT ON THE SOUTH LINE OF SAID 70.00 FEET WIDE INGRESS–EGRESS EASEMENT; THENCE N39°03'11"E, ALONG SAID SOUTH LINE, A DISTANCE OF 16.59 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,048 SQUARE FEET (0.093 ACRES MORE OR LESS).

5/12/2016

MICHAEL T. OWEN, PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION No. 5556

DATE:

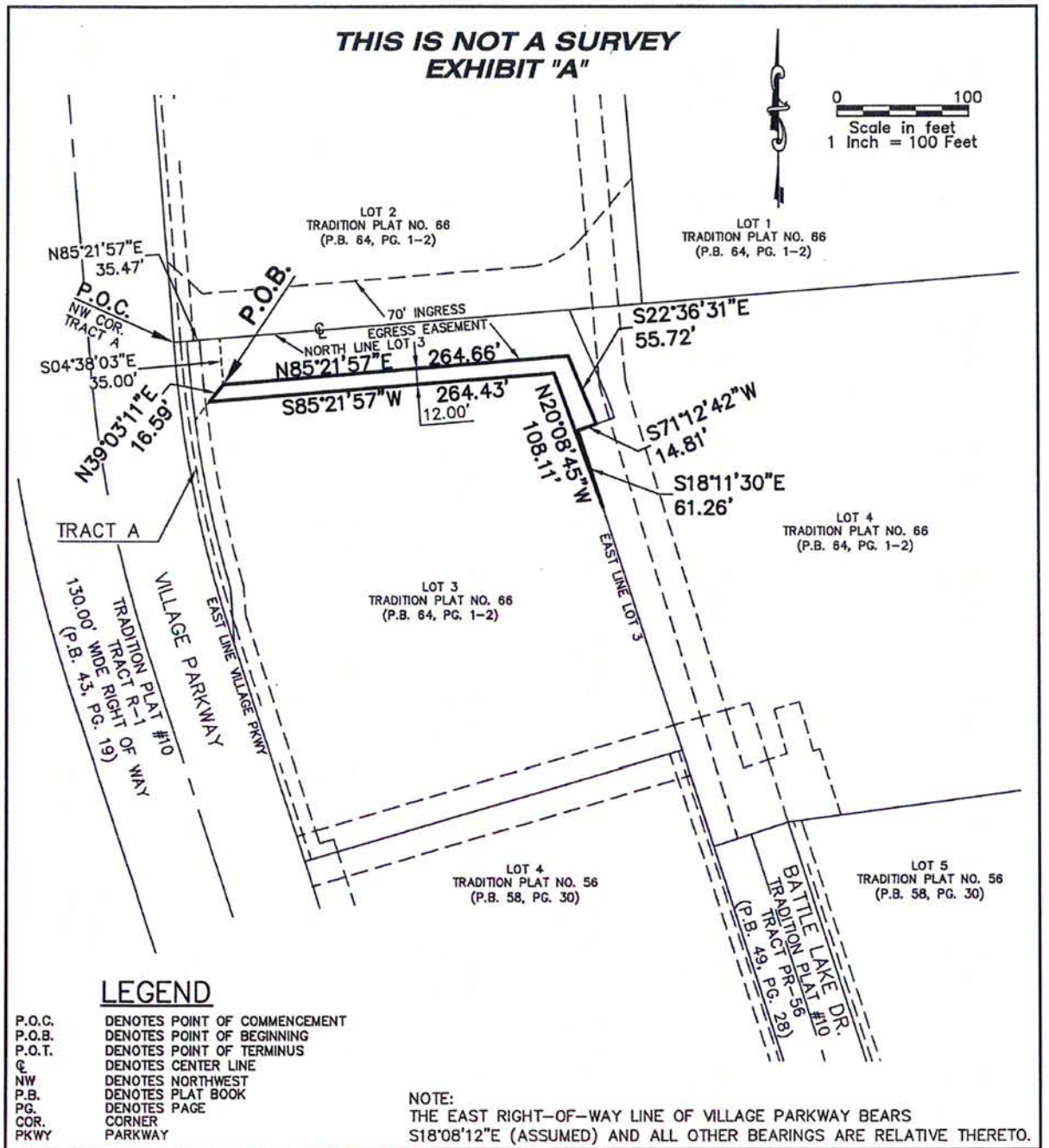
DESCRIPTION
INGRESS–EGRESS EASEMENT
LYING IN LOT 3
TRADITION PLAT NO 66
PREPARED FOR:
CHRIST FELLOWSHIP

ENGINEERS & SURVEYORS

1934 TUCKER COURT
FT. PIERCE, FL 34950
phone: 772-462-2455
phone: 772-419-8383
fax: 772-462-2454
CERTIFICATE OF
AUTHORIZATION LB #8098

REVISIONS

JOB No. : 09–132–1A DATE: 03/18/2016 DRAWN BY: MDP FIELD BOOK: PAGE: CHECKED BY: MTO EFB FILE: CADD FILE : 09–132 LOT 3 IEE SD1.dwg SHEET 1 OF 2



LEGEND

P.O.C.	DENOTES POINT OF COMMENCEMENT
P.O.B.	DENOTES POINT OF BEGINNING
P.O.T.	DENOTES POINT OF TERMINUS
℄	DENOTES CENTER LINE
NW	DENOTES NORTHWEST
P.B.	DENOTES PLAT BOOK
PG.	DENOTES PAGE
COR.	CORNER
PKWY	PARKWAY

NOTE:
THE EAST RIGHT-OF-WAY LINE OF VILLAGE PARKWAY BEARS S18°08'12"E (ASSUMED) AND ALL OTHER BEARINGS ARE RELATIVE THERETO.

SKETCH OF DESCRIPTION
INGRESS-EGRESS EASEMENT
LYING IN LOT 3
TRADITION PLAT NO 66

PREPARED FOR:
CHRIST FELLOWSHIP

ENGINEERS & SURVEYORS

1934 TUCKER COURT
FT. PIERCE, FL 34950
phone: 772-462-2455
phone: 772-419-8383
fax: 772-462-2454
CERTIFICATE OF
AUTHORIZATION LB #8098

REVISIONS

JOB No. : 09-132-1A DATE: 02/15/2016 DRAWN BY: MDP | FIELD BOOK: PAGE: | CHECKED BY: MTO EFB FILE: | CADD FILE : 09-132 LOT 3 IEE SD1.dwg | SHEET 2 OF 2

Exhibit "B"

Battle Lake Easement Area

THIS IS NOT A SURVEY
EXHIBIT "B"

DESCRIPTION

AN INGRESS–EGRESS EASEMENT LYING OVER A PORTION OF LOT 4, TRADITION PLAT NO. 66, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 64, PAGES 1 AND 2 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF TRACT A OF SAID TRADITION PLAT NO. 66, SAID POINT ALSO BEING AN INTERSECTION OF THE EAST LINE OF VILLAGE PARKWAY (130.00 FEET WIDE) AS SHOWN ON TRADITION PLAT NO. 10 RECORDED IN PLAT BOOK 43, PAGE 19 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND THE NORTH LINE OF SAID TRACT A, THE SAME BEING THE CENTERLINE OF A 70.00 FEET WIDE INGRESS–EGRESS EASEMENT;

THENCE N85°21'57"E, ALONG THE NORTH LINE OF SAID TRACT A AND LOT 3 OF SAID TRADITION PLAT NO. 66 AND SAID CENTERLINE A DISTANCE OF 360.00 FEET TO THE SOUTHWEST CORNER OF LOT 1 OF SAID TRADITION PLAT NO. 66; THENCE S40°21'57"W A DISTANCE OF 19.74 FEET TO THE POINT OF BEGINNING;

THENCE S18°08'12"E A DISTANCE OF 302.95 FEET TO THE NORTH LINE OF A 40.00 FEET WIDE INGRESS–EGRESS EASEMENT SHOWN ON SAID TRADITION PLAT NO. 66; THENCE S73°42'36"W, ALONG SAID NORTH LINE, A DISTANCE OF 60.03 FEET TO THE WEST LINE OF SAID LOT 4; THENCE N18°08'12"W ALONG SAID WEST LINE OF LOT 4 A DISTANCE OF 235.55 FEET; THENCE N71°12'42"E A DISTANCE OF 44.81 FEET TO A POINT ON A NON–TANGENT CURVE CONCAVE TO THE SOUTHWEST TO WHICH THE RADIUS POINT BEARS S70°05'12"W A DISTANCE OF 500.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 3°51'26" A DISTANCE OF 33.66 FEET TO THE POINT OF TANGENCY; THENCE N23°39'31"W A DISTANCE OF 22.25 FEET; THENCE N48°21'14"E A DISTANCE OF 16.68 FEET; THENCE N40°27'09"E A DISTANCE OF 4.94 FEET TO THE POINT OF BEGINNING.

CONTAINING 15,242 SQUARE FEET (0.350 ACRES MORE OR LESS).

MICHAEL T. OWEN, PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION No. 5556

DATE:

DESCRIPTION
INGRESS–EGRESS EASEMENT
LYING IN LOT 4
TRADITION PLAT NO 66

PREPARED FOR:
CHRIST FELLOWSHIP

ENGINEERS & SURVEYORS

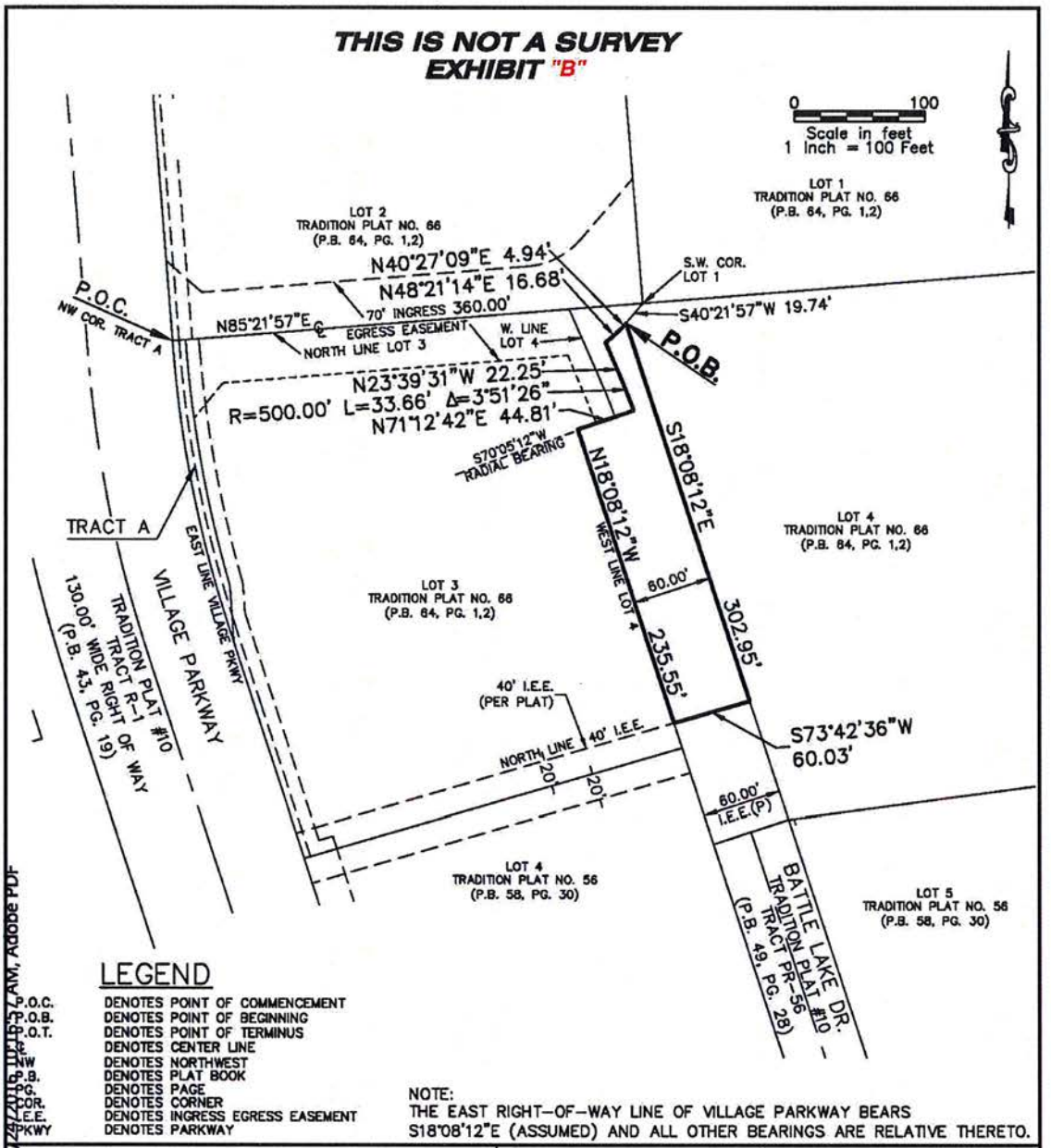
1934 TUCKER COURT
FT. PIERCE, FL 34950
phone: 772-462-2455
phone: 772-419-8383
fax: 772-462-2454
CERTIFICATE OF
AUTHORIZATION LB #8098

REVISIONS
1) REVISED (ADDED AREA)(MDP) 5–11–16
1) REVISED TO CLOS (GEOMETRICALLY)(MDP) 6–24–16

JOB No. : 09–132–1A DATE: 03/18/2016 DRAWN BY: MDP FIELD BOOK: PAGE: CHECKED BY: MTO EFB FILE: CADD FILE : 09–132 LOT 4 IEE SD1.dwg SHEET 1 OF 2

P:\09-132 LOT 4 IEE SD.dwg, 6/24/2016 10:16:19 AM, Adobe PDF

THIS IS NOT A SURVEY
EXHIBIT "B"



LEGEND

P.O.C.	DENOTES POINT OF COMMENCEMENT
P.O.B.	DENOTES POINT OF BEGINNING
P.O.T.	DENOTES POINT OF TERMINUS
℄	DENOTES CENTER LINE
NW	DENOTES NORTHWEST
P.B.	DENOTES PLAT BOOK
PG.	DENOTES PAGE
COR.	DENOTES CORNER
I.E.E.	DENOTES INGRESS EGRESS EASEMENT
PKWY	DENOTES PARKWAY

NOTE:
THE EAST RIGHT-OF-WAY LINE OF VILLAGE PARKWAY BEARS S18°08'12"E (ASSUMED) AND ALL OTHER BEARINGS ARE RELATIVE THERETO.

SKETCH OF DESCRIPTION
INGRESS-EGRESS EASEMENT
LYING IN LOT 4
TRADITION PLAT NO 66

PREPARED FOR:
CHRIST FELLOWSHIP

ENGINEERS & SURVEYORS

1934 TUCKER COURT
FT. PIERCE, FL 34950
phone: 772-462-2455
phone: 772-419-8383
fax: 772-462-2454
CERTIFICATE OF
AUTHORIZATION LB #8098

REVISIONS: 1) REVISED (ADDED AREA)(MDP) 5-11-16

JOB No. : 09-132-1A DATE: 03/18/2016 DRAWN BY: MDP FIELD BOOK: PAGE: CHECKED BY: MTO EFB FILE: CADD FILE : 09-132 LOT 4 IEE SD1.dwg SHEET 2 OF 2

F:\09-132 LOT4 IEE SD.dwg, 6/24/2016 10:15:57 AM, Adobe PDF

Exhibit "C"

Church Land

Being a parcel of land more particularly described as follows:

Lot 1, Tradition Plat No. 66, as recorded in Plat Book 64, Page 1, Public Records of St. Lucie County, Florida

THE BACK-UP DOCUMENTATION FOR ITEM 11G WILL BE DISTRIBUTED ONCE RECEIVED.

THANK YOU.

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 13A
Meeting Date: 7/11/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager

FROM: John J. Fumero and Azlina Goldstein Siegel, Interim City Attorneys

Agenda Item: Motion: Request an Attorney/Client Session with the City Council to discuss pending litigation in the matter of *City of Port St. Lucie, Florida v. Vaccine and Gene Therapy Institute of Florida*, Case No.: 2015-CA-000858

Submittal Date: 7/1/2016

STRATEGIC PLAN LINK: This item is consistent with the Port St. Lucie Mission "D" - Acting in a Financially Responsible Manner.

BACKGROUND: Pursuant to Section 286.011(8), Florida Statutes, I hereby request an Attorney/Client Session with the City Council to discuss the pending litigation in the matter of *City of Port St. Lucie, Florida v. Vaccine and Gene Therapy Institute of Florida*, Case No.: 2015-CA-000858.

ANALYSIS: Section 286.011(8), Florida Statutes, requires that the request for an Attorney/Client Session be made at a public meeting.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: Requested by John J. Fumero and Azlina Goldstein Siegel, Interim City Attorneys on 7/1/2016.

STAFF RECOMMENDATION: Approval of request.

SPECIAL CONSIDERATION: The meeting will be scheduled at a mutually convenient time for the Mayor and the Council members.

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 7/11/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: There are no attachments.

RECEIVED
JUL 01 2016
CITY MANAGER'S OFFICE

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 13B
Meeting Date: 7/11/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager
Patricia Roebling, P.E., Assistant City Manager – City Engineer
James Angstadt, P.E., Director of Public Works
Cheryl Shanaberger, MPA, CPPO, Director, Procurement Management Department

FROM: Brenda Leo, Contract Specialist, Procurement Management Department

Agenda Item: Motion: E-Bid #20160132 – Median and Retention Pond Mowing and Landscape Maintenance Services – Becker/Gatlin Areas

Submittal Date: 7/1/2016

STRATEGIC PLAN LINK: Port St. Lucie Vision 2030, Principal B Beautiful City, Attractive and well maintained streetscapes and medians on major corridors

BACKGROUND: The City has an estimated 635 acres of medians and adjacent property with approximately 1,013,725 linear feet of roadway and sidewalk edges that require median mowing and landscape services. Currently the entire 635 acres of median mowing and 1,013,725 linear feet of edging is maintained by a single contractor who is unable to provide the required rotations at the current unit price. City Staff recommends dividing the area into five (5) contracts so that the level of service can be maintained at a sustainable unit price, and intends to award these contracts to several local vendors. Therefore, per Section XVII of the current contract #20060116, the City will exercise its right to terminate the contract and will be awarding five (5) contracts for median mowing and landscape maintenance services. This is the fourth of five (5) contracts to be presented to Council for approval, and the current contract will be terminated as the remaining one (1) bid is awarded. Services for approximately 146.25 acres of mowing and 166,433 linear feet of edging are included in this E-Bid and areas are identified in the attached map. The mowing and landscape maintenance services for Becker/Gatlin areas include, but are not limited to, mowing, edging, weed removal and control, clean up, ground cover and shrubbery maintenance, and providing detailed summaries

of daily activities. The E-Bid was advertised on May 21, 2016 to two hundred sixty one (261) bidders. The City received three (3) proposals on June 20, 2016, of which all three (3) were responsive bidders.

ANALYSIS: City Staff has reviewed the three (3) responsive bids. Florida Native Lawn Services, LLC received good references for similar scope and projects. Although Florida Native Services, LLC is not a local vendor, they have an account manager and three other employees who live in Port St. Lucie and intend to transition their crews for this contract to employ additional local residents which is an important component for award. Florida Native Lawn Services, LLC's bid provides the best value to the City.

FINANCIAL INFORMATION: Funds are available in the Public Works Storm Water Utility Fund and Road and Bridge Fund

LEGAL INFORMATION: Reviewed by Ella Gilbert on June 8, 2016, and is approved as to form.

STAFF RECOMMENDATION: Approve award of E-Bid #20160132 – Median and Retention Pond Mowing and Landscape Maintenance Services – Becker/Gatlin Areas to Florida Native Lawn Services, LLC, and to enter into a unit price contract for $27.00 per acre for mowing and $0.01per linear foot for edging, for a term of five (5) years with a renewal option of one (1) additional five (5) year term. The estimated annual cost is $164,572.28, plus a one-time $10.00 indemnification fee.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 7/11/2016

LOCATION OF PROJECT: See Attachment C – Becker/Gatlin Service Area Map

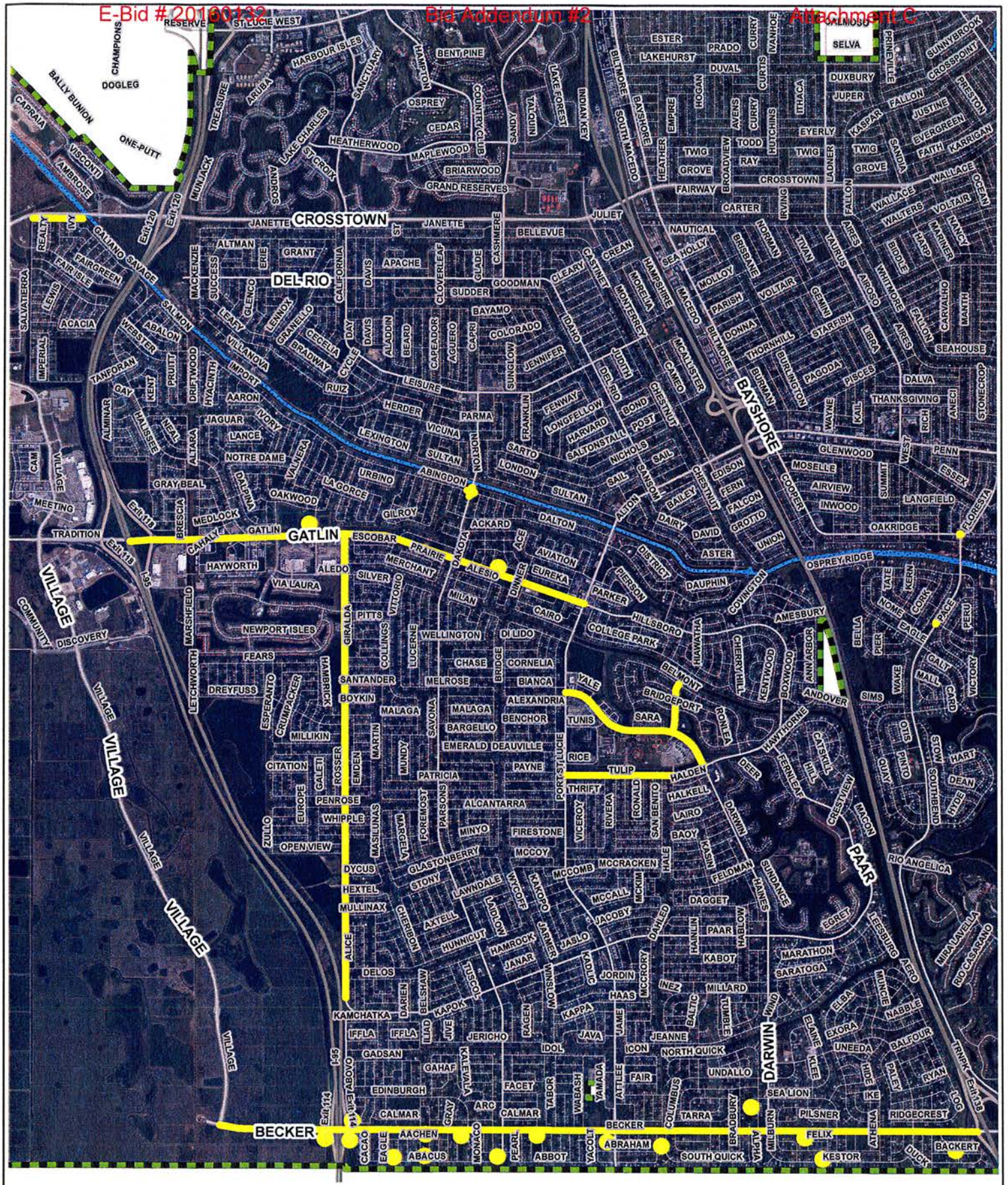
ATTACHMENTS: Location Map (Bid Addendum #2, Attachment C), Contract, Bid Tabulation, Winning Proposal, References, E-Bid Documents, Addenda, Bid Opening Sign-in sheets, Unsuccessful Proposals

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

RECEIVED

JUL 0 1 2016

CITY MANAGER'S OFFICE



E-Bid #20160132
Median and Retention Pond Mowing and Landscape Maintenance Services
Becker / Gatlin

Date	5/2/2016
Page	1 of 1
Tech	DG
MxGIS#	CulDeSacs

0 0.175 0.35 0.7 Miles

N W E S

Disclaimer: All data shown hereon is given for informational purposes only. No warranties of any kind are made, implied or otherwise.

CITY OF PORT SAINT LUCIE
CONTRACT #2016132

This is a fixed price CONTRACT, executed this ____ day of _____ 2016, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipality, duly organized under the laws of the State of Florida, hereinafter called "City", and Florida Native Lawn Services, LLC, a Florida Limited Liability Company, Telephone No (954) 579-0050, hereinafter called "Contractor".

RECITALS

In consideration of the below agreements and covenants set forth herein, the parties agree as follows:

SECTION I
NOTICES

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

City Contract Administrator:

Procurement Management Department
Attn: Brenda Leo, Contract Specialist
City of Port St. Lucie
121 SW Port St. Lucie, Blvd.
Port St. Lucie, FL. 34984
Telephone (772) 871-5222, Fax (772) 871-7337
Email: bleo@cityofpsl.com

City Project Manager:

John Dunton
Public Works Department
121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984
Telephone: (772) 344-4035 Fax: (772) 871-7397
Email: jdunton@cityofpsl.com

Contractor:

Shawn Waters
Florida Native Lawn Services, LLC
6185-D Pine Tree Lane
Tamarac, FL 33319
Telephone: (954) 579-0050
Email: waters60@msn.com

SECTION II
DESCRIPTION OF SERVICES

The Contractor shall provide services for Median and Retention Pond Mowing and Landscape Maintenance Services - Becker/Gatlin Areas pursuant to E-BID- #2016132 and all addenda per the following scope of work:

SCOPE OF WORK

2.1 The City has an estimated **146.25 acres** of median mowing and landscape maintenance and **166,433 linear feet** of edging required for this contract. The bidder will be required to maintain additional sites as growth continues throughout the City.

2.2 Median and Retention Pond Mowing and Landscape Maintenance Services for Becker/Gatlin Areas rotation shall be thirty six (36) times annually, with the exception of approximately three (3) acres of St. Augustine turf that will require forty (40) annual rotations, and seven (7) acres of unimproved land (Becker - TP Bridge) that will require twelve (12) annual rotations. Edging rotations shall be sixteen (16) times annually.

2.3 The City reserves the right to modify the level of service due to environmental conditions, funding availability and/or the demands from the public.

2.4 **Areas Involved**- Designated areas are identified below. The City Project Manager shall exercise discretion as to the amount and number of services for all locations.

MOWING	Acres
Becker Corridor from S. Village Parkway to Tesoro	7.25
Becker Corridor and Tesoro (St. Augustine Turf)	3
Becker Turnpike Signs	1
Becker - TP Bridge -Unimproved	7
Becker	1
Becker / I-95 - mowing	38
Becker Area Retention Ponds - mowing	21.25
Bradshaw Circle	
Kestor Drive	
Felix Drive	
SW Quick Circle	
Bradbury Street	
PSL Boulevard	
Rolfe Street	
Savona Boulevard	
Lackawanna Street	

Hallmark Street (2 ponds)	
Eagle Street	
Babylon Street (2 ponds)	
Gatlin Blvd from S Village Parkway to Port St. Lucie Blvd.	27
Gatlin Blvd / I-95	1
Gatlin (south ROW) between Savona and Rosser	3
Gatlin Retention areas-mowing	8
Import Pond "Tract M & L" Section 31	8
Rosser - Gatlin to Becker	7.5
Savona (Circle)	2
Tulip Blvd.	0.5
Landale Blvd.	0.5
Darwin/Tulip/Belmont (greenbelt)	9
Juliet	1.25
Total Acreage - Mowing	**146.25**

EDGING	**Linear Feet**
Becker - edging	36,496
Becker/TP Interchange - edging	7,920
Becker / I-95 - edging	16,083
Becker & Southbend (median) - edging	1,150
Gatlin - Sidewalk - edging	700
Gatlin/I-95 edging	2,397
Gatlin Boulevard	88,800
Rosser edging	2,112
Rosser edging (Gatlin to Aledo)	860
Rosser (East ROW) - edging	4,752
Rosser (West ROW) edging	1,760
Darwin (West of Tulip) - edging	1,403
Darwin/Tulip/Belmont (greenbelt) edging	2,000
Total Linear feet - edging	**166,433**

2.5 The Contractor shall perform work in accordance with the Monthly Schedule issued by the Project Manager, or their designee.

2.6 **Daily Checklist** - Contractor shall perform work in accordance with the Monthly Schedule issued by the Project Manager, or his/her designee. The Project Manager shall provide an itemized check list to the Contractor. This check list will need to be signed and dated for each occurrence. Contractor shall deliver daily VIA email, facsimile, or in person, the signed and dated check list of work completed to the Project Manager or their designee.

2.7 **Hours of Service** - Work shall be performed by the Contractor between (seven) 7:00am and dusk, Monday thru Friday. Work shall not be performed on Saturday or Sundays unless specifically authorized in writing by the Project Manager or their designee. The Contractor will not be allowed to work during any City recognized holiday without prior written notice.

2.8 **Mowing** – The mowing area(s) are defined as road right-of-way (RROW) to RROW for all locations. Mowing area for this contract includes the turnpike sign areas at Crosstown and the Turnpike. The Contractor shall rake or otherwise remove all litter, trash, branches, and all other accumulated debris from grounds prior to mowing. All grass shall be mowed to a uniform minimum height of two inches (2") to three inches (3") for St. Augustine and Bahia Sod. All mowed areas are to be cut with a rotary type mower with sharp blades giving the mowed area a neat and clean cut. The Contractor shall immediately after each mowing, remove all grass clippings from the mowed areas and those areas adjacent to those mowed to include and not limited to walkways, curbs, driveways, roadways, buildings, fences, vehicles, etc. Changes in height directed by the Project Manager or their designee, will be done at no additional charge. At no time shall any of the grass be discharged into a drainage inlet or water bodies.

2.8.1 If sloped areas are too wet to be mowed they may need to be cut with a weed-eater or bypassed. This will be at the discretion of the Project Manager or their designee. If rutting or damage to any area occurs, it may require the area to be graded and re-sodded, per the discretion of the Project Manager or their designee.

2.8.2 Initial annual mowing schedule to be submitted by Project Manager, or their designee, and is subject to change or altered as deemed necessary.

2.8.3 Equipment shall have cutting blades maintained in optimal condition to ensure grass is evenly cut without a "tearing" effect, which would negatively affect growth, health and appearance of grass.

2.8.4 **Weeding** - Around or up to all posts, poles, planting beds, trees, ponds, curbs, walks or any area that is not maintainable with a piece of mowing equipment before or during or immediately after the commencement of mowing only. Trimming shall be done in a manner that will provide a uniform manicured appearance. Contractor is responsible for maintaining tree rings. Caution shall be of utmost importance where people are present. At no time shall any mechanized equipment come in contact with planted vegetation (i.e. weed-eaters, mowers, etc.) unless there is pruning of ornamental planted material only.

2.8.5 **Power Blade Edging** - Uniform cutting, shaping of landscape material shall be performed with acceptable equipment deemed to be in good working order. Power equipment is required to have manufacturer installed safety equipment and sharp blades. Edging shall be performed along walk areas or any similar areas as are present where string trimming will not provide the optimal appearance and/or effect. Trimming shall be a minimum of 30" outside of chain link fences. Soft edging shall be performed on St. Augustine turf only.

2.8.6 **Cleanup** - Parking lots, driveways, walks, and any other similar areas present on the grounds shall be cleaned of cuttings and debris by use of power and/or hand equipment. Such cuttings as may require cleanup shall be removed from the site by the Contractor on the date

of service. No cuttings dispensed from mower shall be blown into plant beds. **Note**: trash, cigarette butts, or debris shall be removed prior to commencing work.

2.8.7 **Diseased or Damaged Plant Material** - Any sick, diseased or damaged plant or tree material shall be punctually reported to the Project Manager or their designee.

2.9 **Landscape Maintenance**

2.9.1 **Ground Cover and Shrubbery Maintenance** – Contractor shall provide all necessary labor and equipment to maintain all ground cover and shrubbery.

2.9.1.1 Maintenance shall include all necessary trimming/pruning, and bed maintenance necessary to maintain a neat and proper appearance with each mowing cycle.

2.9.1.2 All plant materials will be maintained up to 12' in height.

2.9.1.3 Pruning of all landscape grasses shall be done one (1) time annually in February.

2.9.2 **Crack and Joint Cleaning** – All cracks and joints in concrete and asphaltic concrete surfaces and brickwork will be cleaned by weed-eating down and weeds, blow the area clean and then application of herbicide.

2.9.3 **Weeding** – A circular space with a diameter equal to three feet plus the caliper of the tree will be maintained around each tree. Weeds will be removed during the edging and trimming operation and the ground surface scratched loose to prevent crusting during each cycle. Ground cover areas will also be maintained free of weeds with the perimeter edge of the ground cover edged and trimmed outside the ground cover bed.

2.9.3.1 In the event that weeds or other undesirable vegetation become prevalent to such an extent that either cut or uncut they threaten to smother the grass or landscaped species, they shall be removed by hand.

2.9.3.2 The Contractor shall maintain each area of responsibility weed free at all times.

2.9.4 **Herbicides** - The use of herbicide may be used only in locations that will not promote erosion (impervious surfaces). All herbicides applied must at all times have indicator dye mixed in with chemicals to allow for monitoring and evaluation. A hood covering the herbicide applicator wand must be used at all times. Contractor will take all precautionary measures to ensure all herbicide treatments will not take place during high winds or rain storms that may allow herbicide to come in contact with native or off target species fifteen (15) miles per hour (MPH) or greater. Herbicide is only to be applied along exterior bed lines and impervious surfaces.

2.10 **Damages During Performance of Work** - Damage to trees, plants, any components of the irrigation system, buildings, structures, parked vehicles or other property of the City or the public which occurs during the performance of contracted services, shall be reported immediately by the Contractor's staff to the Public Works Project Manager, or their designee. A written report shall be

completed by the Contractor for submittal within twenty-four (24) hours. The Project Manager or their designee will supply report forms for the Contractors use in reporting any damages. Damages during closed hours/days shall be reported to the Police Department Duty Officer with a request to call the Project Manager or their designee, as necessary.

2.10.1 If applicable, the Public Works Project Manager or their designee, shall determine the cost of necessary repairs or replacement and advise the Contractor in writing. Where costs are involved the Public Works Project Manager and Contractor shall mutually agree on an acceptable cost. The Contractor shall be afforded the opportunity to have repairs made or provide replacement as approved by the City or shall punctually issue reimbursement within a time frame as approved by the City. All such matters shall be put forth in writing and signed by both parties.

2.11 **Areas of Service** - The area of service is Becker/Gatlin Areas as indicated in Section 2.4 and from RROW to RROW. The City reserves the right to add and/or subtract locations as required.

SECTION III
TIME OF PERFORMANCE

The Contract Period will start on August 1, 2016 and will extend for five (5) years ending on July 31, 2021. 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 end of the initial term date, the Contractor agrees to provide work at no additional cost as authorized by the Project Manager, or their designee, until all work specified in the bid specifications has been rendered.

Written requests shall be submitted to the City 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

In the event the Contractor offers in writing three (3) months, prior to the termination of this contract, to provide the identical services required in this contract in the subsequent calendar period and the City agrees that said services are required and that the cost is acceptable, then the City, without additional bidding or negotiation, may, extend this contract at the agreed upon price for an additional five (5) year term.

SECTION V
COMPENSATION

The total amount to be paid by the City to the Contractor is on a per unit fixed price basis in the amount of $27.00 per acre for mowing and $0.01 per linear foot for edging for locations identified in Section 2.4, plus a one-time ten-dollar ($10.00) payment for the Indemnification Fee as provided in Section VIII herein.

Invoices for services shall be submitted once a month, by the tenth (10th) day of each month, and payments shall be made in forty five (45) days after invoice unless Contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made net forty five (45) 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, or their designee, as required under Section XIII of the Contract.

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.

After the first twelve (12) months of the Contract, this contract allows for an annual price redetermination based on the U.S. Department of Labor, Bureau of Labor Statistics, and Consumer Price Index – All Urban Consumers - U.S. City Average-Transportation-Gasoline (All Types).

The Contractor must request such an adjustment in writing no later than 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. Any increase will be effective on the contract anniversary date.

Price Adjustment will be based on the annual index (Un-Adjusted) using the published figures one month prior to the renewal date. The price adjustment will be calculated on the simple percentage method.

The CPI can be found on the web at http://www.bls.gov/cpi/home.htm.

CPI-U Calculation Example

CPI for current period - August 2015	230.379
Less CPI for previous period	226.545
Equals index point change	3.834
Divide by previous period CPI	0.0169
Multiply by 100 equals percentage change	1.69%**

**This would be the increase percentage to the unit price of the contract. If City agrees that said services are required and the negotiated cost is acceptable, then the City may extend this Contract for the additional term.

SECTION VI
WORK CHANGES

The City reserves the right to order 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. Additional areas will be added at the contract price per acre for turf mowing and contract price per linear foot for edging all changes will be authorized by a written change order signed by the Director of PMD or her designee as representing the City. Work shall be changed and the contract price

and completion time shall be modified only as set out in the written change order. Any adjustment in the contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties.

SECTION VII
CONFORMANCE WITH E-BID

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

SECTION VIII
INDEMNIFICATION/INSURANCE

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

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

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

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

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

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

An Additional Insured endorsement must be attached to the certificate of insurance (should be CG2026) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement shall be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. No exclusion for mold, silica or respirable dust or bodily injury/property damage arising out of heat, smoke, fumes or hostile fire shall apply. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests' provision as provided under the standard ISO form separation of insurers' clause.

The Contractor shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. If contractor independent contractor or subcontractor maintain higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by contractor/independent contractor/subcontractor.

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

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

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

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

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

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

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

Payment & Performance Bonds: The Contractor shall furnish an acceptable Performance and Payment Bond complying with the statutory requirements set forth in Section 255.05, Florida Statutes, in the amount of 100% of the annual Contract Amount. 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 throughout the life of the Contract.

In lieu of a Bond, an alternative form of security may be submitted in the form of cash, a money order, a certified cashier's check or an Irrevocable Letter of Credit in the amount of five thousand dollars ($5,000.00).

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 IV
ACTS OF GOD

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

Emergencies - In the event of emergencies affecting the safety of persons, the work, or property, at the site or adjacent thereto, the Contractor(s), or his designee, without special instruction or authorization from the City, is obligated to act to prevent threatened damage, injury or loss. In the event such actions are taken, the Contractor(s) shall promptly give to the City written notice and contact immediately by phone, of any

significant changes in work or deviations from the Contract documents caused thereby, and if such action is deemed appropriate by the City a written authorization signed by the City covering the approved changes and deviations will be issued. Appropriate compensation adjustments will be approved, provided the cause of the emergency was beyond the control of the Contractor.

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 Sub-Contractor, 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).

RECORDS

The City of Port St. Lucie is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to Section 119.0701, F.S.

Contractor agrees to comply with all public records laws, specifically to:

Keep and maintain public records required by the City in order to perform the service;

1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (*See http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/*).

2. During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City.

3. Records include 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 with the City. Contractor's records under this

Contract include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.

4. The Contractor agrees to make available to the City, during normal business hours all books of account, reports and records relating to this contract.

5. A Contractor who fails to provide the public records to the City within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984
(772) 871 5157
PRR@cityofpsl.com

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. Upon completion of the work, Contractor shall remove all of Contractors' equipment and all excess materials, and put the work area in a neat, clean, sanitary and safe condition.

SECTION XIII
INSPECTION AND CORRECTION OF DEFECTS

In order to determine whether the required material has been delivered or the required work performed in accordance with the terms and conditions of the Contract documents, the Project Manager shall continually make inspections 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 deficiencies. The Contractor shall be responsible to remedy all deficiencies within twenty four (24) hours after being notified at no additional charge to the City, and otherwise on terms and conditions specified by the Project Manager. Such examination, inspection, or tests made by the Project Manager, shall not relieve Contractor of its responsibility to remedy any deviation, deficiency, or defect.

If site items are not cured within the twenty four (24) hour time period, the Contractor will not be paid fifty percent (50%) of the total site amount. The twenty four (24) hour time to cure excludes recognized holidays and in climate weather.

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 Project Manager, or his designee. The Project Manager, or his designee, shall have the authority to require that work be stopped to allow inspections as he deems appropriate.

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

Defective Work - All work and/or materials not meeting the requirements of these specifications shall be deemed as defective by the City, and all such work and/or material, whether in place or not, shall be removed immediately from the site of the work. All rejected materials that have been corrected shall not be used until the Project Manager, or their designee, 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 Project Manager, or their designee. 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 Project Manager, or their designee, may employ labor to remove and replace such defective work and/or materials. All charges for replacement of defective materials and/or work shall be charged to the Contractor 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.

Implied Warranty of Merchantability – N/A

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

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

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

Dress Code – All personnel in the employ of the Contractor(s) shall be appropriately attired. Employees engaged in the course of work shall wear company uniforms that contain company name and logo. Uniforms shall be neat and clean in appearance and 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. Contractor(s) may agree to allow other public agencies the same items at the same terms and conditions as this contract, 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 Contractor.

Discrepancies - If, in the course of performing work resulting from an award under this specification, the Contractor finds any discrepancy between the area defined in these specifications and the actual area where work is being performed, the Contractor shall discontinue work on the subject 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(s) shall permit any portion of the new work, which is in suitable condition, to be used by the City for the purpose for which it was intended, provided such use does not hinder or make more expensive the work still to be done by the Contractor(s).

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

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

Storage of Equipment - Contractor shall be responsible to insure that all equipment and supplies of the Contractor and their Subcontractor(s) shall not be stored on City property without prior written approval of the Project Manager. The Contractor shall also be responsible to insure that all equipment and supplies of the Contractor and their Subcontractor(s) shall not be stored on private property.

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

Standard Production Items - N/A

Florida Produced Lumber - N/A

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

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

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

Sanitary Conditions - The Contractor(s) shall be responsible to provide and maintain in a neat and sanitary condition such accommodations for the use of employees as may be necessary to comply with the regulations

of the County Board of Health or other bodies having jurisdiction. Contractor(s) shall commit no public nuisance.

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

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

It is prohibited as a conflict of interest for a Contractor to subcontract with a Contractor to perform Contractor Quality Control when the Contractor 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 Contractor for Contractor Quality Control, the Contractor shall submit to the City a certificate from the proposed Contractor certifying that no conflict of interest exists.

Adjustments – N/A

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

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

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

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

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

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

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

SECTION XV
ASSIGNMENT

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

SECTION XVI
TERMINATION, DELAYS AND LIQUIDATED DAMAGES

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

Liquidated Damages - If material is not provided or work is not completed within the time stipulated in this Contract, including any extensions of time for excusable delays as herein provided, the Contractor shall provide to the City two hundred dollars ($200.00) 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.

Excusable Delays - The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work or delivery of materials due to: (1) any acts of the Federal Government, including controls or restrictions or requisitioning of materials, equipment, tools or labor by reason of war, national defense or any other national emergency, (2) any adverse acts of the City, (3) causes not reasonably foreseeable by the parties at the time of the execution of the Contract that are beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of another Contractor in the performance of some other Contract with the City, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes and

weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions, and (4) any delay of any Subcontractor occasioned by any of the above mentioned causes. However, the Contractor must promptly notify the City in writing within two (2) days of the cause of delay. If, on the basis of the facts and the terms of this Contract, the delay is properly excusable the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

Termination by the City - The City may terminate this Contract with or without cause by giving the Contractor thirty (30) day notice in writing. Upon delivery of said notice and upon expiration of thirty (30) day period, the 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.

Suspension of Work - The City may at any time suspend work on the entire job or any part thereof for such periods as deemed necessary and for whatever cause by giving three (3) calendar days written notice, signed by the City, to the Contractor(s). The Contractor(s) shall resume the work within three (3) calendar days after a written notice to resume work is issued to the Contractor(s) and is signed by the City.

Neither additional compensation nor a time extension will be paid or granted to the Contractor(s) when the operations are suspended for the following reasons:

A. The Contractor(s) fails to comply with the Contract Documents.
B. The Contractor(s) fails to carry out orders given by the Project Manager at the direction of the City.
C. The Contractor(s) causes conditions considered unfavorable for continuing the work
Suspension of operations on City observed Holidays - Unless the Contractor(s) submits in writing ten (10) calendar days on advance of the request and receives written notice by the City, the Contractor(s) shall not work on the following days:

Martin Luther King, Jr. Day; Memorial Day; the Saturday and Sunday immediately preceding Memorial Day; Independence Day; Labor Day, the Friday, Saturday, and Sunday immediately preceding Labor Day; Veterans Day; Thanksgiving Day; the Friday, Saturday and Sunday immediately following Thanksgiving Day; and December 24 through January 2, inclusive.

Contract time will be charged during these holiday periods regardless of whether or not the Contractor's operations have been suspended. The Contractor is not entitled to any additional compensation for suspension of operations during such holiday periods.

During such suspensions Contractor shall remove all equipment and materials from the clear zone, except those required for the safety of the traveling public and retain sufficient personnel at the job site to properly meet this requirement.

Authorized Work Suspension - Any adverse weather conditions, obstructions, or other conditions which delay the Contractor in the performance of a contract resulting from these specifications, to such extent that completion of required activities cannot be accomplished within the specified time, shall be punctually reported by the Contractor to the Project Manager or their designee in writing. Failure by the Contractor to render punctual written notice of said problems constitutes default, as time is of the essence.

Work Stoppage - The Project Manager or their designee, shall have the authority to require that work be stopped to allow inspections, as he/she deems appropriate.

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.

A majority of the work sites contained in this contract are public thoroughfares. Vehicular traffic exists along the boundaries of most areas to be maintained. The safety and consideration of convenience to the public is of paramount importance in executing the requirements of this contract. The Contractor will not compromise public safety or allow any conditions that will inconvenience the public in the execution of work specified herein.

Maintenance of Traffic (MOT) Training – The Contractor shall be responsible for the proper maintenance, control, and detour of traffic in the area during the mowing. All traffic control and maintenance procedures shall be in accordance with the requirements of the FDOT Design Standards and The Manual on Uniform Traffic Control Devices (MUTCD).

Any and all costs associated, including nighttime operations, with the approved MOT Plans shall be included in the unit price. Any costs associated with MOT will be borne by the contractor and shall not be paid separately by the City. Contractor shall provide verification of MOT training to the City.

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.

Equipment Safety – Equipment used for the work contained in this contract shall be periodically inspected and maintained to ensure proper function and safety. Equipment used to transport litter, trimmings, leaves, garbage, etc. shall be constructed in a manner to prevent such items being misplaced along the roadway.

Vehicle Lighting and Special Equipment - The Contractor shall use amber flashing lights on vehicles and specialized equipment according to the State of Florida Department of Transportation (FDOT) regulations. These lights shall be used only when required in the course of the work and shall not be used when traveling to and from the job site.

Safety Precautions - The Contractor shall erect and maintain all necessary safeguards for the protection of the Contractor's employees and subcontractors, City personnel, and the general public; including, but not

limited to, posting danger signs, coned off vehicles, arrow boards and other warnings against hazards as is prudent and/or required by law to protect the public interest. The Contractor's employees shall wear company uniforms, safety vests, safety boots and safety glasses. All damage, injury or loss to persons and/or property caused, directly or indirectly, in whole or in part, by the Contractor's employees, or subcontractor(s), or anyone directly or indirectly employed by said parties shall be remedied by the Contractor(s).

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

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 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 Florida Native Lawn Services, LLC)

State of: _____

County of: _____

Before me personally appeared: _____
(Please print)

Please check one:

Personally known _____

Produced Identification: _____
(Type of identification)

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

WITNESS my hand and official seal, this _____ day of _____, 2016.

_____
Notary Signature

Notary Public State of _____ at Large.

My Commission Expires _____.

(seal)

E-Bid #20160132
E-Bid Tabulation Report
Median and Retention Pond Mowing and Landscape Maintenance Services
Becker/Gatlin Areas
Opened June 20, 2016 at 3:00 PM

Line #	Service Type	Florida Native Lawn Services, LLC	STS Maintain Services, Inc.	Coast to Coast Landscaping
1	Mowing - All Locations (Price per Acre)	$27.00	$28.00	$33.00
2	**TOTAL ANNUAL COST - MOWING**	$137,943.00	$143,052.00	$168,597.00
3	Edging- All Locations (Price per Linear Foot)	$0.01	$0.01	$0.01
4	**TOTAL ANNUAL COST - EDGING**	**$26,629.28**	**$26,629.28**	**$26,629.28**
5	**TOTAL ANNUAL COST - MOWING & EDGING**	**$164,572.28**	**$169,681.28**	**$195,226.28**
1	Submitted the Bid Reply	Yes	Yes	Yes
2	Acknowledged all Addenda	Yes	Yes	Yes
3	Submitted Original Bid Bond	COPY	COPY	Yes
4	Submitted Certificate of Insurance	Yes	Yes	Yes
5	Submittd all Required Forms	Yes	Yes	Yes
6	Submitted Licenses to Perform Work		Yes	Yes
7	Accepts Visa	Yes	Yes	Yes
8	Discount using Visa	0%	0%	0%

Bid Reply Sheet
E-Bid #2016132
Median and Retention Pond Mowing and Landscape Maintenance Services
Becker/Gatlin Areas

1. **COMPANY NAME**: Florida Native Lawn Services, LLC

DIVISION OF: N/A

PHYSICAL ADDRESS: 4057 S.W. Mackemer Road, Port St. Lucie, FL 33953

MAILING ADDRESS: 4057 S.W. Mackemer Road

CITY, STATE, ZIP CODE: Port St. Lucie, FL 33953

TELEPHONE NUMBER: (954) 579-0050 FAX NO. ( ) N//A

CONTACT PERSON: Shawn Waters E-MAIL: waters60@msn.com

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

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

Randy Phillips
President
Shawn Waters
Vice President
N/A
Treasurer

How long in present business: 2 years how long at present location: 1 year

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? _____

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

Addendum Number	Date Issued
1	6/13/2016
2	6/13/2016

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.

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: 0 %

Any percentage off the bid price for the acceptance of Visa will be considered in the bid award. If no such percentage is given, the City shall assume zero (0) percent discount applies.

5.3 Please enter the Total Annual Cost – Mowing and Landscape Services and Edging from **line 36** of the E-Bid Excel Reply Sheet $ 164,572.28

5.4 All prices shall include MOT, if required and annual pruning of all landscape grasses. 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 and such price shall include packing and shipping unless otherwise specified. The total amount 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.

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

5.5 Bidders List of all equipment expected to utilize in execution of work, as required in Section II of the sample contract.

Manufacturer	Part No.
(2) 60" John Deere Zero Turn Mowers; (2) 60" Exmark Lazer Zero Turn Mowers	
(1) 72" Exmark Lazer Zero Turn Mower; (4) Shindiawa weed eaters; (4) Shindiawa hedge trimmers;	
(4) Shindiawa edgers; (4) Shindiawa blowers; and (1) John Deere Gator	

6. INSURANCE CERTIFICATES - Bidders are required, in accordance with Section VIII of the contract, to submit a copy of their Insurance Certificate for the type and dollar amount of insurance they currently maintain.

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

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

9. CERTIFICATION

I, (print) Shawn Waters am an officer of the above firm duly authorized to sign bids and enter into Contracts. I certify that this bid is made without prior understanding, Contract, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid.

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

Shawn Waters	Owner/Vice President
Signature	Title

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

(seal)

(Balance of page left intentionally blank)

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 6185-D Pine Tree Lane, Tamarac, FL 33319, this 18 day of June, 2016
(Location)

Name of Organization/Contractor: Florida Native Lawn Services, LLC

By: Shawn Waters, Owner/Vice President
Name and Title

1. Corporation, Partnership, Joint Venture, Individual or other? LLC

2. Firm's name and main office address, telephone and fax numbers.

Name: Florida Native Lawn Services, LLC
Address: 6185-D Pine Tree Lane
Tamarac, FL 33319

Telephone Number: 954-579-0050
Fax Number: N/A

3. Contact person: Shawn Waters

4. Firm's previous names (if any). Premier Property Maintenance

5. How many years has your organization been in business? 2 years

6. Area of expertise: Landscape maintenance, commercial and industrial

7. List five (5) Median and Retention Pond Mowing and Landscape Maintenance Services contracts or contracts similar (requiring mowing, landscape services and edging) to this Bid completed by your firm along with a brief description of project, location of project, client name, client phone number, value of contract, as well as the number of change orders and the total change order value. Do **Not** use the City of Port St. Lucie as a reference.

Project Number 1

Project Name: Broward County Water Plants
Description: Lawn service and weed control
Location: Pompano Beach, FL

Client Name, Email and Phone Number: Karen Kleber; kkleber@broward.org; 954-831-3040
Value of Total Contract: $11,800.00/month
Number of Change Orders: 0
Value of Change Orders: $0.00

Project Number 2

Project Name: Dometic Corp.
Description: Landscape maintenance, fertilizer, and weed control
Location: Pompano Beach, FL
Client Name, Email and Phone Number: Jay Brown; jay.brown@dometic.com; 954-973-2477
Value of Total Contract: $21,000 / annual
Number of Change Orders: 0
Value of Change Orders: $0.00

Project Number 3

Project Name: Wholesale Carrier Services
Description: Landscape maintenance
Location: Coral Springs, FL
Client Name, Email and Phone Number: Kathy Lewis; klewis@wcs.com; 954-227-1700
Value of Total Contract: $9,000 / annual
Number of Change Orders: 0
Value of Change Orders: $0.00

Project Number 4

Project Name: City of Wilton Manors
Description: Landscape maintenance and fertilizing
Location: Wilton Manors, FL

Client Name, Email and Phone Number: Ernie Sanz; esanz@wiltonmanors.com; 954-605-4636
Value of Total Contract: $100,000.00 / annual
Number of Change Orders: 0
Value of Change Orders: $0.00

Project Number 5

Project Name: Broward County Grounds Maintenance Services (starting July 1, 2016)
Description: Landscape maintenance
Location: Various cities throughout Broward County

Client Name, Email and Phone Number: Felicia McRae; fmcrae@broward.org; 954-357-5859

Value of Total Contract: $450,000 / annual

Number of Change Orders: 0

Value of Change Orders: $0.00

8. List all subcontractors and major material suppliers for the project. Include scope of work, telephone numbers, and contact information. Insert additional lines if necessary.

None

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? If yes, please explain:

No

(Insert additional lines if necessary.)

11. How will the Contractor be able to meet the project timeline and budget given the current work load, work force and equipment?

We have the staff and equipment to complete this work on time and within budget.

12. 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:

13. 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:

We have never had any lawsuits.

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

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

We have no judgments from lawsuits.

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

15. List any criminal violations and/or convictions of the Proposer and/or any of its principals:
There are no criminal violations and/or convictions of this Proposer and/or any of its principals

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

16. Is the firm claiming Local Preference under City Ordinance 35.12? (✓) Yes ( ) No

Balance of page left intentionally

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/17/2016

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
FULTON AGENCY INC
1301 E Oakland Park Blvd
Oakland Park, FL 33334

CONTACT NAME: CAROL WIGGIN
PHONE (A/C, No, Ext): (954)776-9015 FAX (A/C, No): (954)318-7474
E-MAIL ADDRESS: carol@fultonagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: SCOTTSDALE INSURANCE CO	
INSURER B: RETAIL FIRST INSURANCE CO	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
FLORIDA NATIVE LAWN SERVICES, LLC
6185 PINETREE LANE #D
TAMARAC, FL 33319

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		CPS2436682	5/27/16	5/27/17	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 100,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 1,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		520-5128	7/13/16	7/13/17	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 100,000
							E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
BROWARD COUNTY IS LISTED AS AN ADDITIONAL INSURED ON THE COMMERCIAL GENERAL LIABLITY POLICY.
REF: GROUNDS MAINTENANCE - VARIOUS LOCATIONS

CERTIFICATE HOLDER
BROWARD COUNTY
115 SO ANDREWS AVE
FORT LAUDERDALE, FL 33301

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF INSURANCE

SUCH INSURANCE AS RESPECTS THE INTEREST OF THE CERTIFICATE HOLDER WILL NOT BE CANCELED OR OTHERWISE TERMINATED WITHOUT GIVING 10 DAYS PRIOR WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED BELOW, BUT IN NO EVENT SHALL THIS CERTIFICATE BE VALID MORE THAN 30 DAYS FROM THE DATE WRITTEN. THIS CERTIFICATE OF INSURANCE DOES NOT CHANGE THE COVERAGE PROVIDED BY ANY POLICY DESCRIBED BELOW.

This certifies that: ☒ STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY of Bloomington, Illinois, or
☐ STATE FARM FIRE AND CASUALTY COMPANY of Bloomington, Illinois
has coverage in force for the following Named Insured as shown below :

Named Insured: Florida Native Lawn Services LLC

Address of Named Insured: 9701 Westview Drive, Apt 1424
Coral Springs, FL 33076-2539

POLICY NUMBER	952 5218-E13-59			
EFFECTIVE DATE OF POLICY	05/13/2016 to 11/13/2016			
DESCRIPTION OF VEHICLE	04 FORD 350 SD PICKUP			
LIABILITY COVERAGE	☒YES ☐NO	☐YES ☐NO	☐YES ☐NO	☐YES ☐NO
LIMITS OF LIABILITY a. Bodily Injury Each Person	$500,000.00			
a. Bodily Injury Each Accident	$500,000.00			
b. Property Damage	$500,000.00			
c. Bodily Injury & Property Damage Single Limit Each Accident				
PHYSICAL DAMAGE COVERAGES a. Comprehensive	☒YES ☐NO $1,000.00 Deductible	☐YES ☐NO ____ Deductible	☐YES ☐NO ____ Deductible	☐YES ☐NO ____ Deductible
b. Collision	☒YES ☐NO $1,000.00 Deductible	☐YES ☐NO ____ Deductible	☐YES ☐NO ____ Deductible	☐YES ☐NO ____ Deductible
EMPLOYER'S NON-OWNERSHIP COVERAGE	☐YES ☒NO	☐YES ☐NO	☐YES ☐NO	☐YES ☐NO
HIRED CAR COVERAGE	☐YES ☒NO	☐YES ☐NO	☐YES ☐NO	☐YES ☐NO

Signature of Authorized Representative	Title	Agent's Code Number	Date
Rod K. Mabe	Agent	59/2436	06/17/2016

Name and Address of Certificate Holder

Broward County
115 South Andrews Avenue
Fort Lauderdale, FL 33301

Name and Address of Agent

Rod K. Mabe Insurance Agency, Inc
5493 Wiles Road, Ste 102
Coconut Creek, FL 33073
954-975-6774

Check if a permanent Certificate of Insurance for liability coverage is needed: ☐

Check if the Certificate Holder should be added as an Additional Insured: ☒

Remarks:

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that Florida Native Lawn Services, LLC does:
(Name of Business)

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

2. Inform employees about the dangers of drug abuse in the workplace, the business'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 proposal 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 proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 Florida Statutes 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.

Shawn Waters
Bidder's Signature

June 18, 2016
Date:

State of Florida

Department of State

I certify from the records of this office that FLORIDA NATIVE LAWN SERVICES LLC, is a limited liability company organized under the laws of the State of Florida, filed on July 24, 2014.

The document number of this company is L14000116489.

I further certify that said company has paid all fees due this office through December 31, 2014, and its status is active.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Twenty-fourth day of July, 2014

Ken Detzner
Secretary of State

CR2EO22 (1-11)

Certificate of Completion

Shawn C. Waters

Has Completed a Florida Department of Transportation Approved Maintenance of Traffic (MOT) Intermediate Course.

04/29/2020	49	Robert Frick Jr.	17263
Expiration Date	FDOT Provider #	Instructor	Certificate #

Safety Matters Inc.
16701 East Epson Drive
Loxahatchee, FL

safetymattersinc@bellsouth.net

FDOT

For more information about Maintenance of Traffic (MOT) or to verify this

www.motadmin.com

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

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
FLORIDA NATIVE LAWN SERVICES LLC.

Business name/disregarded entity name, if different from above

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

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

☐ Other (see instructions) ▶

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

Address (number, street, and apt. or suite no.)
6185 PINETREE LN. UNIT D

Requester's name and address (optional)

City, state, and ZIP code
TAMARAC, FL. 33319

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

Employer identification number
47-3067833

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 ▶ Shawn Watson Date ▶ 5-6-15

General Instructions

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

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

Purpose of Form

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

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

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

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

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

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

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

VENDOR CODE OF ETHICS

"A City for All Ages"

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/Bidder Florida Native Lawn Services, LLC

Signature Shawn Waters

Printed Name and Title
Shawn Waters, Owner/Vice President

Date June 18, 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.

CHECKLIST
E-BID #2016132
Median and Retention Pond Mowing and Landscape Maintenance Services - Becker/Gatlin Areas

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 Request for Proposal in its entirety.

Only electronic replies are required. No hard copies will be accepted. All submittals should be in two (2) electronic files submitted in the order as per below.

Electronic File #1

✓ E-Bid Reply Sheet included in file

✓ Each Bid Addendum (when issued) is acknowledged on the Questionnaire

✓ Completed Questionnaire included in file

✓ Copy of current Insurance Certificate included in file

✓ Drug-Free Workplace form included in file

✓ Copy of License to do business included in file

✓ Copy of MOT Training verification in file

✓ Equipment list included in electronic file as per item 5.6 of E-Bid Reply sheet

✓ Required W-9 included in file

____ Copy of $500.00 Bid Bond included in file & mailed to City immediately after opening

✓ Vendor Code of Ethics signed and included in file uploaded to Demandstar

✓ Copy of the Checklist uploaded to Demandstar

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

Electronic File #2

✓ Completed E-Bid Excel Reply Spreadsheet

✓ After review of uploaded electronic file on DemandStar by Onvia web site selected the "Submit" button at bottom of page.

THIS FORM SHOULD BE RETURNED WITH YOUR E-BID DOCUMENTS

E-Bid #20160132 **Attachment A**

Median and Retention Pond Mowing and Landscape Maintenance Services

Becker/Gatlin Areas

Company Name: Florida Native Lawn Services, LLC

Line #	MOWING	Acres	Annual Frequency	Rate per Acre*	Total Annual Cost
1	Becker Corridor from S. Village Parkway to Tesoro	7.25	36	$27.00	$7,047.00
2	Becker Corridor and Tesoro (St. Augustine Turf)	3	40	$27.00	$3,240.00
3	Becker Turnpike Signs	1	36	$27.00	$972.00
4	Becker - TP Bridge -Unimproved	7	12	$27.00	$2,268.00
5	Becker	1	36	$27.00	$972.00
6	Becker / I-95 - mowing	38	36	$27.00	$36,936.00
7	Becker Area Retention Ponds - mowing	21.25	36	$27.00	$20,655.00
a	Bradshaw Circle				
b	Kestor Drive				
c	Felix Drive				
d	SW Quick Circle				
e	Bradbury Street				
f	PSL Boulevard				
g	Rolfe Street				
h	Savona Boulevard				
i	Lackawanna Street				
j	Hallmark Street (2 ponds)				
k	Eagle Street				
l	Babylon Street (2 ponds)				
8	Gatlin Blvd from S Village Parkway to Port St. Lucie	27	36	$27.00	$26,244.00
9	Gatlin Blvd / I-95	1	36	$27.00	$972.00
10	Gatlin (south ROW) between Savona and Rosser	3	36	$27.00	$2,916.00
11	Gatlin Retention areas-mowing	8	36	$27.00	$7,776.00
12	Import Pond "Tract M & L" Section 31	8	36	$27.00	$7,776.00
12	Rosser - Gatlin to Becker	7.5	36	$27.00	$7,290.00
14	Savona (Circle)	2	36	$27.00	$1,944.00
15	Tulip Blvd.	0.5	36	$27.00	$486.00
16	Landale Blvd.	0.5	36	$27.00	$486.00
17	Darwin/Tulip/Belmont (greenbelt)	9	36	$27.00	$8,748.00
18	Juliet	1.25	36	$27.00	$1,215.00
19	**Total Acreage - Mowing**	**146.25**			
20	**TOTAL ANNUAL COST - MOWING**				**$137,943.00**

	EDGING	Linear Feet	Annual Frequency	Rate per Linear Foot*	Total Annual Cost
21	Becker - edging	36,496	16	$0.01	$5,839.36

22	Becker/TP Interchange - edging	7,920	16	$0.01	$1,267.20
23	Becker / I-95 - edging	16,083	16	$0.01	$2,573.28
24	Becker & Southbend (median) - edging	1,150	16	$0.01	$184.00
25	Gatlin - Sidewalk - edging	700	16	$0.01	$112.00
26	Gatlin/I-95 edging	2,397	16	$0.01	$383.52
27	Gatlin Boulevard	88,800	16	$0.01	$14,208.00
28	Rosser edging	2,112	16	$0.01	$337.92
29	Rosser edging (Gatlin to Aledo)	860	16	$0.01	$137.60
30	Rosser (East ROW) - edging	4,752	16	$0.01	$760.32
31	Rosser (West ROW) edging	1,760	16	$0.01	$281.60
32	Darwin (West of Tulip) - edging	1,403	16	$0.01	$224.48
33	Darwin/Tulip/Belmont (greenbelt) edging	2,000	16	$0.01	$320.00
34	**Total Linear feet - edging**	**166,433**			
35	**TOTAL ANNUAL COST - EDGING**				**$26,629.28**
36	**TOTAL ANNUAL COST - MOWING & EDGING**				**$164,572.28**

NOTES:

1. All prices shall include MOT, if required, and annual pruning of all landscape grasses.
2. Unit prices can only go to 2 decimals. Example: $5.2555 is unacceptable - $5.25 is acceptable.

2016 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L14000116489

Entity Name: FLORIDA NATIVE LAWN SERVICES LLC

FILED
Apr 13, 2016
Secretary of State
CC6040470403

Current Principal Place of Business:

6185 PINETREE LN UNIT D
TAMARAC, FL 33319

Current Mailing Address:

6185 PINETREE LN UNIT D
TAMARAC, FL 33319

FEI Number: 47-3006783

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

WATERS, SHAWN
6185 PINETREE LN UNIT D
TAMARAC, FL 33319 US

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

SIGNATURE: SHAWN WATERS 04/13/2016

Electronic Signature of Registered Agent — Date

Authorized Person(s) Detail :

Title	AMBR	Title	AMBR
Name	WATERS, SHAWN	Name	PHILLIPS, RANDY
Address	6185 PINETREE LN UNIT D	Address	281 SW 83RD AVE
City-State-Zip:	TAMARAC FL 33319	City-State-Zip:	NORTH LAUDERDALE FL 33068

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: WATERS , SHAWN MANAGER 04/13/2016

Electronic Signature of Signing Authorized Person(s) Detail — Date

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

PERSONAL MONEY ORDER

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

0743231529

64-79/611

SUNTRUST

June 24 2016

PAY TO THE ORDER OF City of Port St. Lucie

NOT VALID OVER $1000.00

Laurel. Waters

PURCHASER'S SIGNATURE (REMITTER)

6185 Pinetree Ln. Unit D Tamarac

ADDRESS

Payable at SunTrust Bank Backes & Gaitlan Bid Bond

⑈0743231529⑈ ⑆061100790⑆ 7019019996⑈

RECEIVED

JUN 24 2016

Procurement Management Department

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2016

DBA:
Business Name: FLORIDA NATIVE LAWN SERVICES LLC

Receipt #: 324-5089
Business Type: LAWN MAINTENANCE/LANDSCAPE (LAWN MAINTENANCE/PRESSURE CLN)

Owner Name: RANDY PHILLIPS / SHAWN WATERS
Business Location: 6185 PINETREE LANE UNIT D TAMARAC
Business Phone: 954-579-0050

Business Opened: 10/03/1996
State/County/Cert/Reg:
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		1		

For Vending Business Only

Number of Machines: Vending Type:

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
33.00	0.00	0.00	0.00	0.00	0.00	33.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

FLORIDA NATIVE LAWN SERVICES LLC
6185 PINETREE LANE UNIT D
TAMARAC, FL 33319

Receipt #WWW-14-00123113
Paid 07/14/2015 33.00

2015 - 2016

CITY OF PORT ST LUCIE
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida, 34984
772-871-5223

REFERENCE CHECK FORM
Bidder Instructions: Fill out top portion only.
(Please print or type)

Bid/RFP Number: **#20160132**

Title: **Median and Retention Pond Mowing and Landscape Maintenance Services – Becker/Gatlin Areas**
Bidder/Respondent: Florida Native Lawn Services
Reference: Dometic Corporation
Email: jay.brown@dometic.com
Person to contact: Jay Brown

Fax #: _____
Telephone #: 954-973-2477

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Please complete the information below and fax within five (5) days to 772-871-7337.

Describe the scope of work of the contract awarded by your firm to this Contractor.

Was the project completed on time and within budget? YES

What was the project completion date? N/A

How long has this Bidder completed services for you? 3 + YEARS

What problems were encountered (claims)? NONE

How many change orders were requested by this Contractor? NONE

How would you rate the contractor on a scale of low (1) to high (10) for the following?

Professionalism: 10
Qualifications: 10
Budget Control: 10
Final Product: 9
Cooperation: 10
Reliability: 10

Would you contract with this Contractor again? Yes [X] No [ ] Maybe [ ]
Comments:

Thank you.

For PMD Use Only	
Reference Checked	
Clerk Checked	

CITY OF PORT ST LUCIE
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida, 34984
772-871-5223

REFERENCE CHECK FORM
Bidder Instructions: Fill out top portion only.
(Please print or type)

Bid/RFP Number: **#20160132**

Title: **Median and Retention Pond Mowing and Landscape Maintenance Services – Becker/Gatlin Areas**
Bidder/Respondent: Florida Native Lawn Services
Reference: Wholesale Carrier Services Services Fax #: _____
Email: klewis@wcs.com Telephone #: 954.227.1700
Person to contact: Kathy Lewis

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Please complete the information below and fax within five (5) days to 772-871-7337.

Describe the scope of work of the contract awarded by your firm to this Contractor.
Handled day to day - tree trimming, & trenches.
Was the project completed on time and within budget? yes

What was the project completion date? current

How long has this Bidder completed services for you? current

What problems were encountered (claims)? NO

How many change orders were requested by this Contractor? no

How would you rate the contractor on a scale of low (1) to high (10) for the following?

Professionalism:	10	Final Product:	10
Qualifications:	10	Cooperation:	10
Budget Control:	10	Reliability:	10

Would you contract with this Contractor again? Yes [✓] No [ ] Maybe [ ]
Comments:

Thank you.

For PMD Use Only	
Reference Checked	
Clerk Checked	

"A City for All Ages"

CITY OF PORT ST. LUCIE

E-Bid#20160132
(Electronic Bid)

Median and Retention Pond Mowing and Landscape Maintenance Services Becker/Gatlin Areas

Prepared By:
Brenda Leo, Contract Specialist
Procurement Management Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099
772-871-5222
bleo@cityofpsl.com

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INVITATION TO E-BID

Sealed Electronic Bids (E-Bid) for Median and Retention Pond Mowing and Landscape Maintenance Services - Becker/Gatlin Areas will be received in the Procurement Management Department, of the City of Port St. Lucie, 3rd Floor, Suite 390, Building "A" of the Municipal Complex located at 121 SW Port St. Lucie Boulevard, Port St. Lucie, FL 34984-5099, until **3:00 p.m. on June 20, 2016**. Specifications are attached.

This E-Bid requires a Bid Bond in the amount of $500.00. Please see section 2.3 for additional Bid Bond information.

All bids must be uploaded by the date and time specified above, when they will be opened and publicly read aloud. The bid time must be and shall be scrupulously observed. Under no circumstances shall bids be uploaded after the time specified be considered. It is the sole responsibility of the Bidder to ensure that his or her bid is uploaded to Demandstar.com on or before the closing date and time. The City shall in no way be responsible for delays caused by power outages or internet failures. No exceptions will be made.

Electronic replies will be the **only** method allowed for Bidders to respond to this solicitation. All submittals must be compatible with Microsoft Office 2007. All must be contained in two (2) files and in the order specified under title **Content of Responses.** 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 submitting an E-Bid for the first time are strongly encouraged to contact Demandstar at (800) 711-1712 or obtain assistance by e-mailing questions to **supplierservices@onvia.com**.

The City of Port St. Lucie reserves the right to reject any and all proposals, to waive any and all informalities or irregularities, to negotiate with any qualified bidders, to solicit and re-advertise for new bids, abandon the project in its entirety, and to accept or reject all or any part of any proposal as it may deem to be in the best interest of the citizens of the City.

Submit all questions regarding the Contract Documents, in writing, to Brenda Leo in the City of Port St. Lucie Procurement Management Department, 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida 34984, Phone (772) 871-5222, Fax (772) 871-7337, and email: bleo@cityofpsl.com. The City will not be responsible for oral clarification of questions. Questions received after June 13, 2016 may not be answered, and will not be cause for additional compensation. Bidder(s) must clearly understand that Ms. Leo is the only individual authorized to represent the City.

Questions submitted to any other person in any department, including the Mayor and City Council, will not be addressed. Questions will be answered in the form of an addendum. The City will not be responsible for any interpretation, other than those transmitted by addendum to the bid, made or given prior to the bid award. The Bidder(s) is responsible for verifying receipt of all Bid Addenda.

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

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

Onvia.com. The Bidder, in turn, shall acknowledge receipt of the addendum by marking the E-Bid Reply Sheet (item #3) with the Addendum number and the date of issuance.

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.

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

E-Bid Documents for the project include the following:

- E-Bid Document– Pages 1 – 44.
- E-Bid Reply Sheet #20160132
- Attachments/Schedule:
    - Attachment A – E-Bid Excel Reply Sheet (1 page)

Brenda Leo, Contract Specialist
Procurement Management Department

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 intentionally blank)

INTENT

The City desires to obtain quotations from qualified individuals, firms, and legal entities to enter into a unit price contract relative to supplying Median and Retention Pond Mowing and Landscape Maintenance Services for Becker/Gatlin Areas. The selected Bidder will be responsible to furnish all labor, materials, equipment, utilities and supervision necessary to comply with the specifications set forth herein. Contract period shall be for an initial five (5) year period with an option to renew for one (1) additional five (5) year period, contingent upon satisfactory service and mutual agreement of the parties. This contract allows for an annual CPI-U index increase as per Section V of the Sample Contract.

SCOPE OF WORK SUMMARY

The selected Bidder shall provide all labor, supervision, equipment, machinery, tools, materials, transportation, insurance, and all other incidentals necessary to provide and perform grass mowing and maintenance services for median mowing and landscape services; including, but not limited to, mowing, trimming, weed removal, edging and debris removal in accordance with the Monthly Schedule issued by the Project Manager, or their designee. Specific scope of work requirements are outlined in Section II of the Sample Contract contained in the bid specifications.

The City will be issuing an additional E-Bid for identical Median and Retention Pond Mowing and Landscape Maintenance Services in other areas of the City. It is the intent of the City to award each of the mowing and grounds maintenance contracts to different Contractors with no one (1) Contractor being awarded more than one (1) mowing and grounds maintenance contract.

BACKGROUND

The City of Port St. Lucie is a young and growing residential community located in southeast Florida on the Treasure Coast between the cities of West Palm Beach and Orlando and was incorporated in 1961. It is the largest city in the county and region and has been one of the fastest growing cities in Florida. The City is approximately 121 square miles with a current population of almost 170,000 full time residents, and over 200,000 during the winter season.

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

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

1. GENERAL REQUIREMENTS

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

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

1.3 Examination of Drawings and Contract Documents - Bidders shall thoroughly examine these specifications and all other drawings, documents or other materials referred to herein and conduct

such investigations and visits as may be necessary to thoroughly inform themselves regarding existing plant, facility, personnel and other conditions relative to compliance with this specification. No plea of ignorance by the 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 selected Bidder(s).

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 fulfil 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 the City 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 <u>Bid Price</u> - 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) are firm and not subject to escalation, for the ninety (90) days after bid opening period. Submittal of a bid shall be prima facie evidence of the Bidder's intent to comply with this requirement. Any bid submitted with escalation clauses shall be rejected.

<u>PLEASE NOTE</u>

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 policy of net forty five (45) Days After Receipt of Invoice (ARI). Any percentage off the bid price for the acceptance of Visa will be considered in the bid award. If no such percentage is given, the City shall assume zero (0) percent discount applies.

Bidders are requested to state on the Bid Reply Sheet if they will honor the VISA Purchasing Card. In the event of failure on the part of the Bidder to make this statement the City shall assume the purchase or contract price shall be governed by the net forty five (45) ARI policy.

1.5 <u>Qualifications</u> - Bidders shall have the necessary organization, experience, capital, and equipment to carry out the provisions of the Contract to the satisfaction of the City. References from five (5) existing firms 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 on the Questionnaire and returned with the Bid. References are subject to verification by the City and will be utilized as part of the award process. *If requested,* performance history, financial statements, 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. Consideration will be given for payment by Visa and any discount provided.
- 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 the total amount from Line #5.3 on the E-Bid Reply Sheet #2016132 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 – In the event of two (2) or more bids that are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program, Pursuant to Section 287.087 Florida Statues, shall be given preference in the award process. Please submit the form that is enclosed with your bid response.

1.7 Variances to Specifications - Bidders must indicate any variances to the Specifications. Additionally, if bids are based on alternate products, Bidder must indicate the manufacturer's name and number of the alternate item(s) being offered and attach appropriate specifications. If variations and/or alternates are not stated in Bidder's reply, it shall be construed that the bid fully conforms to the specifications.

1.8 SUBMITTAL OF E-BID

All bids shall be submitted by completing and returning the Bid Reply Sheet, Questionnaire, E-Bid Excel Reply Sheet, and other required documents. The information submitted on the Bid Reply and Questionnaire should be typed or printed and signed in black ink. All required submittals are to be electronic, contained in two (2) files and in the order listed. **No** hard copies will be accepted.

A. Request Bid Specifications, #2016132 from Onvia, via phone 800-711-1712 or via internet **www.cityofpsl.com**

B. Download the Bid Reply Sheet, Questionnaire, and E-Bid Specifications, and save to your hard drive, program is in Word/Excel 2007 Professional. Enter information requested on the applicable Forms.

C. Electronically sign the Bid Reply where indicated.

FILE # 1- in the following order upload:

D. Upload and submit the E-Bid Reply Sheet for E-BID#2016132 from pages 13-15 (acknowledge all Addenda on the Bid Reply Sheet, item #3), Questionnaire, current Certificate of Insurance, Drug Free Workplace form, copy of license allowing you to do business in the State of Florida, MOT Training verification, equipment list, W9, $500.00 Bid Bond or alternative surety, Vendor Code of Ethics, and E-Bid checklist onto Demandstar by the due date and time..

*NOTE: 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.

Enter the total proposal amount from **#5.3** of the E-Bid Reply Sheet on the Demandstar web page for cost or you will receive an error message and your submittal will be denied. Discrepancies between the dollar amount listed on the web page, the dollar amount listed on the E-Bid Reply Sheet, and the dollar amount listed on the E-Bid Excel Spreadsheet will be resolved in favor of the E-Bid Excel Reply Spreadsheet that is uploaded at the time of submittal.

FILE #2

E. Upload the completed E-Bid Excel Reply Spreadsheet. The total amount from **line 36** should be entered on the Bid Reply Sheet and on Demandstar.

The "Submit" button at the bottom of the page must be selected to send the documents and submit the proposal.

**** 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 - After the recipient of an award has been determined and necessary approval obtained, the City will prepare a formal Contract to be executed by the parties. The Contract will be in substance the same as the Contract given to the selected Bidder(s) with these Specifications. The selected Bidder(s) shall execute the Contract, deliver the required Insurance Certificates, and furnish an acceptable Performance and Payment Bond and any other required documentation within ten (10) calendar days. It is agreed and understood that the City will not be bound by the Contract unless and until it has been duly authorized by the City Council and has been executed by the City Manager and a purchase order or Visa order form has been issued.

NOTE: The Bidder will be required to accept the terms and conditions of the City's Contract as provided in this proposal. If Bidder cannot accept these terms and conditions then Bidder should not submit a bid.

1.9.1 Failure to Execute Contract – The failure on the part of the selected Bidder(s) to execute the Contract and/or punctually deliver the required Insurance Certificates and other documentation may be cause for the annulment of the award. In the event of the annulment of

the award, the amount of guaranty deposited with the proposal will be retained or be paid upon demand to the City, not as a forfeiture, but rather as liquidated damages for the breach of the Contract, it being agreed to by each selected Bidder(s) in advance that the City will sustain certain damages by reason of the failure of the selected Bidder(s) to sign the Contract and/or deliver the required Insurance Certificates and other documentation and that such damages equal the amount of the bid security, or exceed the same, and in no event shall the selected Bidder(s) thereafter be permitted to contest to the contrary and does waive such right upon submitting a bid.

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 Questionnaire.

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, who, after due investigation, has reasonable objection to any proposed subcontractor, supplier, other person or organization, may, before the Notice of Award is given, request apparent successful Bidder to submit an acceptable substitute without an increase in Bid price.

If apparent successful Bidder(s) declines to make any such substitution, City may award the Contract to the next acceptable Bidder(s) that proposes to use acceptable subcontractors, suppliers, and other persons and organizations. Declining to make requested substitutions will not constitute grounds for sacrificing the Bid security of any Bidder(s). Any subcontractor, supplier, other person or organization listed and to whom City 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 as provided in the General Requirements.

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

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

1.12 Permits – The 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 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).

1.13 W-9 (Taxpayer Identification Form) - Bidder shall be required to complete a W-9 Taxpayer Identification Form upon notice of award.

1.14 Withdrawal of Bids - A Bidder may withdraw his bid without prejudice no later than the day and hour set in the E-Bid by removing all documents from Demandstar.

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

2. Specific Requirements

2.1 Samples – N/A

2.2 Standard Production Items – N/A

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 five hundred dollars ($500.00), made payable to the "City of Port St. Lucie", shall accompany each proposal as a guarantee that the Bidder will execute the required Contract and promptly deliver the required Insurance Certificates, and other documentation required by these Specifications. Bid Bonds must be executed by a fully authorized Surety licensed by the State of Florida. The failure on the part of the Bidder to comply with this requirement may be cause for the rejection of the bid.

Surety shall have a rating of A or A+ by "Best's Rating Guide". The Bid Bond should be uploaded on Demandstar.com with all other required responses. Then the original Bid Bond should be received within five (5) business days after the opening or the bid may be deemed non-responsive.

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

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 – N/A

3.3 <u>Protests</u> - 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.

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Bid Reply Sheet
E-Bid #2016132
Median and Retention Pond Mowing and Landscape Maintenance Services
Becker/Gatlin Areas

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? _____

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

Addendum Number	Date Issued

4. **VENDOR'S LIST** – If your company offers commodities other than the one 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.

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: _____ %

Any percentage off the bid price for the acceptance of Visa will be considered in the bid award. If no such percentage is given, the City shall assume zero (0) percent discount applies.

5.3 Please enter the Total Annual Cost – Mowing and Landscape Services and Edging from **line 36** of the E-Bid Excel Reply Sheet **$**_____

5.4 All prices shall include MOT, if required and annual pruning of all landscape grasses. 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 and such price shall include packing and shipping unless otherwise specified. The total amount 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.

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

5.5 Bidders List of all equipment expected to utilize in execution of work, as required in Section II of the sample contract.

Manufacturer Part No.

_____

_____

_____

_____

6. INSURANCE CERTIFICATES - Bidders are required, in accordance with Section VIII of the contract, to submit a copy of their Insurance Certificate for the type and dollar amount of insurance they currently maintain.

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

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

9. CERTIFICATION

I, (print) _____ am an officer of the above firm duly authorized to sign bids and enter into Contracts. I certify that this bid is made without prior understanding, Contract, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid.

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

_____ _____

Signature Title

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

(seal)

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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: _____

4. Firm's previous names (if any). _____

5. How many years has your organization been in business?_____

6. Area of expertise: _____

7. List five (5) Median and Retention Pond Mowing and Landscape Maintenance Services contracts or contracts similar (requiring mowing, landscape services and edging) to this Bid completed by your firm along with a brief description of project, location of project, client name, client phone number, value of contract, as well as the number of change orders and the total change order value. Do **Not** use the City of Port St. Lucie as a reference.

   Project Number 1

   Project Name: _____

   Description: _____

   Location: _____

Client Name, Email and Phone Number:

Value of Total Contract:

Number of Change Orders:

Value of Change Orders:

Project Number 2

Project Name:

Description:

Location:

Client Name, Email and Phone Number:

Value of Total Contract:

Number of Change Orders:

Value of Change Orders:

Project Number 3

Project Name:

Description:

Location:

Client Name, Email and Phone Number:

Value of Total Contract:

Number of Change Orders:

Value of Change Orders:

Project Number 4

Project Name:

Description:

Location:

Client Name, Email and Phone Number:

Value of Total Contract:

Number of Change Orders:

Value of Change Orders:

Project Number 5

Project Name:

Description:

Location:

Client Name, Email and Phone Number:

Value of Total Contract:

Number of Change Orders:

Value of Change Orders:

8. List all subcontractors and major material suppliers for the project. Include scope of work, telephone numbers, and contact information. Insert additional lines if necessary.

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? If yes, please explain:

(Insert additional lines if necessary.)

11. How will the Contractor be able to meet the project timeline and budget given the current work load, work force and equipment?

12. 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:

13. 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)

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

_____

_____

_____

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

15. 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)

16. Is the firm claiming Local Preference under City Ordinance 35.12? ( ) Yes ( ) No

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Sample Contract

CITY OF PORT SAINT LUCIE
CONTRACT #2016132

This is a Lump Sum CONTRACT, executed this day of 2016, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipality, duly organized under the laws of the State of Florida, hereinafter called "City", and _____, a (designated filing status) Telephone No (xxx) xxx-xxxx, Fax No (xxx) xxx-xxxx, hereinafter called "Consultant".

RECITALS

In consideration of the below agreements and covenants set forth herein, the parties agree as follows:

SECTION I
NOTICES

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

City Contract Administrator:
Procurement Management Department
Attn: Brenda Leo, Contract Specialist
City of Port St. Lucie
121 SW Port St. Lucie, Blvd.
Port St. Lucie, FL. 34984
Telephone (772) 871-5222, Fax (772) 871-7337
Email: bleo@cityofpsl.com

City Project Manager:
John Dunton
Public Works Department
121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984
Telephone: (772) 344-4035 Fax: (772) 871-7397
Email: jdunton@cityofpsl.com

Contractor:

SECTION II
DESCRIPTION OF SERVICES

The Contractor shall provide services for Median and Retention Pond Mowing and Landscape Maintenance Services - Becker/Gatlin Areas pursuant to E-BID- #2016132 and all addenda per the following scope of work:

SCOPE OF WORK

2.1 The City has an estimated **146.25 acres** of median mowing and landscape maintenance and **166,433 linear feet** of edging required for this contract. The bidder will be required to maintain additional sites as growth continues throughout the City.

2.2 Median and Retention Pond Mowing and Landscape Maintenance Services for Becker/Gatlin Areas rotation shall be thirty six (36) times annually, with the exception of approximately three (3) acres of St. Augustine turf that will require forty (40) annual rotations, and seven (7) acres of unimproved land (Becker - TP Bridge) that will require twelve (12) annual rotations. Edging rotations shall be sixteen (16) times annually.

2.3 The City reserves the right to modify the level of service due to environmental conditions, funding availability and/or the demands from the public.

2.4 **Areas Involved**- Designated areas are identified below. The City Project Manager shall exercise discretion as to the amount and number of services for all locations.

MOWING	Acres
Becker Corridor from S. Village Parkway to Tesoro	7.25
Becker Corridor and Tesoro (St. Augustine Turf)	3
Becker Turnpike Signs	1
Becker - TP Bridge -Unimproved	7
Becker	1
Becker / I-95 - mowing	38
Becker Area Retention Ponds - mowing	21.25
Bradshaw Circle	
Kestor Drive	
Felix Drive	
SW Quick Circle	
Bradbury Street	
PSL Boulevard	
Rolfe Street	

Savona Boulevard	
Lackawanna Street	
Hallmark Street (2 ponds)	
Eagle Street	
Babylon Street (2 ponds)	
Gatlin Blvd from S Village Parkway to Port St. Lucie Blvd.	27
Gatlin Blvd / I-95	1
Gatlin (south ROW) between Savona and Rosser	3
Gatlin Retention areas-mowing	8
Import Pond "Tract M & L" Section 31	8
Rosser - Gatlin to Becker	7.5
Savona (Circle)	2
Tulip Blvd.	0.5
Landale Blvd.	0.5
Darwin/Tulip/Belmont (greenbelt)	9
Juliet	1.25
Total Acreage - Mowing	**146.25**

EDGING	**Linear Feet**
Becker - edging	36,496
Becker/TP Interchange - edging	7,920
Becker / I-95 - edging	16,083
Becker & Southbend (median) - edging	1,150
Gatlin - Sidewalk - edging	700
Gatlin/I-95 edging	2,397
Gatlin Boulevard	88,800
Rosser edging	2,112
Rosser edging (Gatlin to Aledo)	860
Rosser (East ROW) - edging	4,752
Rosser (West ROW) edging	1,760
Darwin (West of Tulip) - edging	1,403
Darwin/Tulip/Belmont (greenbelt) edging	2,000
Total Linear feet - edging	**166,433**

2.5 The Contractor shall perform work in accordance with the Monthly Schedule issued by the Project Manager, or their designee.

2.6 **Daily Checklist** - Contractor shall perform work in accordance with the Monthly Schedule issued by the Project Manager, or his/her designee. The Project Manager shall provide an itemized check list to the Contractor. This check list will need to be signed and dated for each occurrence. Contractor shall deliver daily VIA email, facsimile, or in person, the signed and dated check list of work completed to the Project Manager or their designee.

2.7 **Hours of Service** - Work shall be performed by the Contractor between (seven) 7:00am and dusk, Monday thru Friday. Work shall not be performed on Saturday or Sundays unless specifically authorized in writing by the Project Manager or their designee. The Contractor will not be allowed to work during any City recognized holiday without prior written notice.

2.8 **Mowing** – The mowing area(s) are defined as road right-of-way (RROW) to RROW for all locations. Mowing area for this contract includes the turnpike sign areas at Crosstown and the Turnpike. The Contractor shall rake or otherwise remove all litter, trash, branches, and all other accumulated debris from grounds prior to mowing. All grass shall be mowed to a uniform minimum height of two inches (2") to three inches (3") for St. Augustine and Bahia Sod. All mowed areas are to be cut with a rotary type mower with sharp blades giving the mowed area a neat and clean cut. The Contractor shall immediately after each mowing, remove all grass clippings from the mowed areas and those areas adjacent to those mowed to include and not limited to walkways, curbs, driveways, roadways, buildings, fences, vehicles, etc. Changes in height directed by the Project Manager or their designee, will be done at no additional charge. At no time shall any of the grass be discharged into a drainage inlet or water bodies.

2.8.1 If sloped areas are too wet to be mowed they may need to be cut with a weed-eater or bypassed. This will be at the discretion of the Project Manager or their designee. If rutting or damage to any area occurs, it may require the area to be graded and re-sodded, per the discretion of the Project Manager or their designee.

2.8.2 Initial annual mowing schedule to be submitted by Project Manager, or their designee, and is subject to change or altered as deemed necessary.

2.8.3 Equipment shall have cutting blades maintained in optimal condition to ensure grass is evenly cut without a "tearing" effect, which would negatively affect growth, health and appearance of grass.

2.8.4 **Weeding** - Around or up to all posts, poles, planting beds, trees, ponds, curbs, walks or any area that is not maintainable with a piece of mowing equipment before or during or immediately after the commencement of mowing only. Trimming shall be done in a manner that will provide a uniform manicured appearance. Contractor is responsible for maintaining tree rings. Caution shall be of utmost importance where people are present. At no time shall any mechanized equipment come in contact with planted vegetation (i.e. weed-eaters, mowers, etc.) unless there is pruning of ornamental planted material only.

2.8.5 **Power Blade Edging** - Uniform cutting, shaping of landscape material shall be performed with acceptable equipment deemed to be in good working order. Power equipment is required to have manufacturer installed safety equipment and sharp blades. Edging shall be performed along walk areas or any similar areas as are present where string trimming will not provide the optimal appearance and/or effect. Trimming shall be a

minimum of 30" outside of chain link fences. Soft edging shall be performed on St. Augustine turf only.

2.8.6 **Cleanup** - Parking lots, driveways, walks, and any other similar areas present on the grounds shall be cleaned of cuttings and debris by use of power and/or hand equipment. Such cuttings as may require cleanup shall be removed from the site by the Contractor on the date of service. No cuttings dispensed from mower shall be blown into plant beds. **Note**: trash, cigarette butts, or debris shall be removed prior to commencing work.

2.8.7 **Diseased or Damaged Plant Material** - Any sick, diseased or damaged plant or tree material shall be punctually reported to the Project Manager or their designee.

2.9 Landscape Maintenance

2.9.1 **Ground Cover and Shrubbery Maintenance** – Contractor shall provide all necessary labor and equipment to maintain all ground cover and shrubbery.

2.9.1.1 Maintenance shall include all necessary trimming/pruning, and bed maintenance necessary to maintain a neat and proper appearance with each mowing cycle.

2.9.1.2 All plant materials will be maintained up to 12' in height.

2.9.1.3 Pruning of all landscape grasses shall be done one (1) time annually in February.

2.9.2 **Crack and Joint Cleaning** – All cracks and joints in concrete and asphaltic concrete surfaces and brickwork will be cleaned by weed-eating down and weeds, blow the area clean and then application of herbicide.

2.9.3 **Weeding** – A circular space with a diameter equal to three feet plus the caliper of the tree will be maintained around each tree. Weeds will be removed during the edging and trimming operation and the ground surface scratched loose to prevent crusting during each cycle. Ground cover areas will also be maintained free of weeds with the perimeter edge of the ground cover edged and trimmed outside the ground cover bed.

2.9.3.1 In the event that weeds or other undesirable vegetation become prevalent to such an extent that either cut or uncut they threaten to smother the grass or landscaped species, they shall be removed by hand.

2.9.3.2 The Contractor shall maintain each area of responsibility weed free at all times.

2.9.4 **Herbicides** - The use of herbicide may be used only in locations that will not promote erosion (impervious surfaces). All herbicides applied must at all times have indicator dye mixed in with chemicals to allow for monitoring and evaluation. A hood covering the herbicide applicator wand must be used at all times. Contractor will take all precautionary measures to ensure all herbicide treatments will not take place during high winds or rain storms that may allow herbicide to come in contact with native or off target species fifteen

(15) miles per hour (MPH) or greater. Herbicide is only to be applied along exterior bed lines and impervious surfaces.

2.10 **Damages During Performance of Work** - Damage to trees, plants, any components of the irrigation system, buildings, structures, parked vehicles or other property of the City or the public which occurs during the performance of contracted services, shall be reported immediately by the Contractor's staff to the Public Works Project Manager, or their designee. A written report shall be completed by the Contractor for submittal within twenty-four (24) hours. The Project Manager or their designee will supply report forms for the Contractors use in reporting any damages. Damages during closed hours/days shall be reported to the Police Department Duty Officer with a request to call the Project Manager or their designee, as necessary.

2.10.1 If applicable, the Public Works Project Manager or their designee, shall determine the cost of necessary repairs or replacement and advise the Contractor in writing. Where costs are involved the Public Works Project Manager and Contractor shall mutually agree on an acceptable cost. The Contractor shall be afforded the opportunity to have repairs made or provide replacement as approved by the City or shall punctually issue reimbursement within a time frame as approved by the City. All such matters shall be put forth in writing and signed by both parties.

2.11 **Areas of Service** - The area of service is Becker/Gatlin Areas as indicated in Section 2.4 and from RROW to RROW. The City reserves the right to add and/or subtract locations as required.

SECTION III
TIME OF PERFORMANCE

The Contract Period will start on _____ and will extend for five (5) years ending on _____ . The Contractor will be required to commence work under this Contract within ten (10) calendar days after the start date identified in this Contract. In the event all work required in the bid specifications has not been completed by the specified end of the initial term date, the Contractor agrees to provide work at no additional cost as authorized by the Project Manager, or their designee, until all work specified in the bid specifications has been rendered.

Written requests shall be submitted to the City 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

In the event the Contractor offers in writing three (3) months, prior to the termination of this contract, to provide the identical services required in this contract in the subsequent calendar period and the City agrees that said services are required and that the cost is acceptable, then the City, without additional bidding or negotiation, may, extend this contract at the agreed upon price for an additional five (5) year term.

SECTION V

COMPENSATION

The total amount to be paid by the City to the Contractor is on a per unit fixed price basis in the amount of $_____ per acre for mowing and $ _____ per linear foot for edging for locations identified on Attachment "A' attached hereto and made a part of this contract, plus a one-time ten-dollar ($10.00) payment for the Indemnification Fee as provided in Section VIII herein.

Invoices for services shall be submitted once a month, by the tenth (10th) day of each month, and payments shall be made in forty five (45) days after invoice unless Contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made net forty five (45) 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, or their designee, as required under Section XIII of the Contract.

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.

After the first twelve (12) months of the Contract, this contract allows for an annual price redetermination based on the U.S. Department of Labor, Bureau of Labor Statistics, and Consumer Price Index – All Urban Consumers - U.S. City Average-Transportation-Gasoline (All Types).

The Contractor must request such an adjustment in writing no later than 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. Any increase will be effective on the contract anniversary date.

Price Adjustment will be based on the annual index (Un-Adjusted) using the published figures one month prior to the renewal date. The price adjustment will be calculated on the simple percentage method.

The CPI can be found on the web at http://www.bls.gov/cpi/home.htm.

CPI-U Calculation Example	
CPI for current period - August 2015	230.379
Less CPI for previous period	226.545
Equals index point change	3.834
Divide by previous period CPI	0.0169
Multiply by 100 equals percentage change	1.69%**

**This would be the increase percentage to the unit price of the contract. If City agrees that said services are required and the negotiated cost is acceptable, then the City may extend this Contract for the additional term.

SECTION VI

WORK CHANGES

The City reserves the right to order 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. Additional areas will be added at the contract price per acre for turf mowing and contract price per linear foot for edging all changes will be authorized by a written change order signed by the Director of PMD or her designee as representing the City. Work shall be changed and the contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties.

SECTION VII
CONFORMANCE WITH E-BID

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

SECTION VIII
INDEMNIFICATION/INSURANCE

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

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

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

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

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

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

An Additional Insured endorsement must be attached to the certificate of insurance (should be CG2026) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement shall be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. No exclusion for mold, silica or respirable dust or bodily injury/property damage arising out of heat, smoke, fumes or hostile fire shall apply. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests' provision as provided under the standard ISO form separation of insurers' clause.

The Contractor shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. If contractor independent contractor or subcontractor maintain higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by contractor/independent contractor/subcontractor.

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

Except as to Workers' Compensation and Employers' Liability, Certificates of Insurance and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured for Commercial General Liability and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read "City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents the contract name and number shall listed as additional insured." Copies of

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

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

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

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

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

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

Payment & Performance Bonds: The Contractor shall furnish an acceptable Performance and Payment Bond complying with the statutory requirements set forth in Section 255.05, Florida Statutes, in the amount of 100% of the annual Contract Amount. 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 throughout the life of the Contract.

In lieu of a Bond, an alternative form of security may be submitted in the form of cash, a money order, a certified cashier's check or an Irrevocable Letter of Credit in the amount of five thousand dollars ($5,000.00).

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 IV
ACTS OF GOD

The Contractor shall be responsible for all preparation of the site for Acts of God, including but not limited to; earthquake, flood, tropical storm, hurricane or other cataclysmic phenomenon of nature, rain, wind or other

natural phenomenon of normal intensity, including extreme rainfall. No reparation shall be made to the Contractor for damages to the Work resulting from these Acts. The City is not responsible for any costs associated with pre or post preparations for any Acts of God.

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

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 Consultant nor any Sub-Consultant, 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 Consultant 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).

RECORDS

The City of Port St. Lucie is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to Section 119.0701, F.S.

Contractor agrees to comply with all public records laws, specifically to:

Keep and maintain public records required by the City in order to perform the service;

1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (*See http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/*).

2. During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City.

3. Records include 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 with the City. Contractor's records under this Contract include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.

4. The Contractor agrees to make available to the City, during normal business hours all books of account, reports and records relating to this contract.

5. A Contractor who fails to provide the public records to the City within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984
(772) 871 5157
PRR@cityofpsl.com

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. Upon completion of the work, Contractor shall remove all

of Contractors' equipment and all excess materials, and put the work area in a neat, clean, sanitary and safe condition.

SECTION XIII
INSPECTION AND CORRECTION OF DEFECTS

In order to determine whether the required material has been delivered or the required work performed in accordance with the terms and conditions of the Contract documents, the Project Manager shall continually make inspections 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 deficiencies. The Contractor shall be responsible to remedy all deficiencies within twenty four (24) hours after being notified at no additional charge to the City, and otherwise on terms and conditions specified by the Project Manager. Such examination, inspection, or tests made by the Project Manager, shall not relieve Contractor of its responsibility to remedy any deviation, deficiency, or defect.

If site items are not cured within the twenty four (24) hour time period, the Contractor will not be paid fifty percent (50%) of the total site amount. The twenty four (24) hour time to cure excludes recognized holidays and in climate weather.

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 Project Manager, or his designee. The Project Manager, or his designee, shall have the authority to require that work be stopped to allow inspections as he deems appropriate.

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

Defective Work - All work and/or materials not meeting the requirements of these specifications shall be deemed as defective by the City, and all such work and/or material, whether in place or not, shall be removed immediately from the site of the work. All rejected materials that have been corrected shall not be used until the Project Manager, or their designee, 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 Project Manager, or their designee. 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 Project Manager, or their designee, may employ labor to remove and replace such defective work and/or materials. All charges for replacement of defective materials and/or work shall be charged to the Contractor 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.

Implied Warranty of Merchantability – N/A

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

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

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

Dress Code – All personnel in the employ of the Contractor(s) shall be appropriately attired. Employees engaged in the course of work shall wear company uniforms that contain company name and logo. Uniforms shall be neat and clean in appearance and 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. Contractor(s) may agree to allow other public agencies the same items at the same terms and conditions as this contract, 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 Contractor.

Discrepancies - If, in the course of performing work resulting from an award under this specification, the Contractor finds any discrepancy between the area defined in these specifications and the actual area where work is being performed, the Contractor shall discontinue work on the subject 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(s) shall permit any portion of the new work, which is in suitable condition, to be used by the City for the purpose for which it was intended, provided such use does not hinder or make more expensive the work still to be done by the Contractor(s).

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

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

Storage of Equipment - Contractor shall be responsible to insure that all equipment and supplies of the Contractor and their Subcontractor(s) shall not be stored on City property without prior written approval of the Project Manager. The Contractor shall also be responsible to insure that all equipment and supplies of the Contractor and their Subcontractor(s) shall not be stored on private property.

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

Standard Production Items - N/A

Florida Produced Lumber - N/A

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

Water Resources – The Contractor shall not discharge without permit into waters of lakes, rivers, canals, waterways and ditches, any fuel, oils, bitumens, garbage, sewage, or other materials which may be harmful to fish, wildlife, or vegetation, or that may be detrimental to outdoor recreation. The Contractor shall be

responsible for investigating and complying with all applicable Federal, State and local laws and regulations governing pollution of waters. All work under this Contract shall be performed in such manner that objectionable conditions will not be created in waters through or adjacent to the project areas.

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

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

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

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

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

Adjustments – N/A

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

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

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

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

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

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

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

SECTION XV
ASSIGNMENT

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

SECTION XVI
TERMINATION, DELAYS AND LIQUIDATED DAMAGES

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

Liquidated Damages - If material is not provided or work is not completed within the time stipulated in this Contract, including any extensions of time for excusable delays as herein provided, the Contractor shall provide to the City two hundred dollars ($200.00) 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.

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

Termination by the City - The City may terminate this Contract with or without cause by giving the Contractor thirty (30) day notice in writing. Upon delivery of said notice and upon expiration of thirty (30) day period, the 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.

Suspension of Work - The City may at any time suspend work on the entire job or any part thereof for such periods as deemed necessary and for whatever cause by giving three (3) calendar days written notice, signed by the City, to the Contractor(s). The Contractor(s) shall resume the work within three (3) calendar days after a written notice to resume work is issued to the Contractor(s) and is signed by the City.

Neither additional compensation nor a time extension will be paid or granted to the Contractor(s) when the operations are suspended for the following reasons:

A. The Contractor(s) fails to comply with the Contract Documents.
B. The Contractor(s) fails to carry out orders given by the Project Manager at the direction of the City.
C. The Contractor(s) causes conditions considered unfavorable for continuing the work
Suspension of operations on City observed Holidays - Unless the Contractor(s) submits in writing ten (10) calendar days on advance of the request and receives written notice by the City, the Contractor(s) shall not work on the following days:

Martin Luther King, Jr. Day; Memorial Day; the Saturday and Sunday immediately preceding Memorial Day; Independence Day; Labor Day, the Friday, Saturday, and Sunday immediately preceding Labor Day; Veterans Day; Thanksgiving Day; the Friday, Saturday and Sunday immediately following Thanksgiving Day; and December 24 through January 2, inclusive.

Contract time will be charged during these holiday periods regardless of whether or not the Contractor's operations have been suspended. The Contractor is not entitled to any additional compensation for suspension of operations during such holiday periods.

During such suspensions Contractor shall remove all equipment and materials from the clear zone, except those required for the safety of the traveling public and retain sufficient personnel at the job site to properly meet this requirement.

Authorized Work Suspension - Any adverse weather conditions, obstructions, or other conditions which delay the Contractor in the performance of a contract resulting from these specifications, to such extent that completion of required activities cannot be accomplished within the specified time, shall be punctually reported by the Contractor to the Project Manager or their designee in writing. Failure by the Contractor to render punctual written notice of said problems constitutes default, as time is of the essence.

Work Stoppage - The Project Manager or their designee, shall have the authority to require that work be stopped to allow inspections, as he/she deems appropriate.

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.

A majority of the work sites contained in this contract are public thoroughfares. Vehicular traffic exists along the boundaries of most areas to be maintained. The safety and consideration of convenience to the public is of paramount importance in executing the requirements of this contract. The Contractor will not compromise public safety or allow any conditions that will inconvenience the public in the execution of work specified herein.

Maintenance of Traffic (MOT) Training – The Contractor shall be responsible for the proper maintenance, control, and detour of traffic in the area during the mowing. All traffic control and maintenance procedures shall be in accordance with the requirements of the FDOT Design Standards and The Manual on Uniform Traffic Control Devices (MUTCD).

Any and all costs associated, including nighttime operations, with the approved MOT Plans shall be included in the unit price. Any costs associated with MOT will be borne by the contractor and shall not be paid separately by the City. Contractor shall provide verification of MOT training to the City.

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.

Equipment Safety – Equipment used for the work contained in this contract shall be periodically inspected and maintained to ensure proper function and safety. Equipment used to transport litter, trimmings, leaves, garbage, etc. shall be constructed in a manner to prevent such items being misplaced along the roadway.

Vehicle Lighting and Special Equipment - The Contractor shall use amber flashing lights on vehicles and specialized equipment according to the State of Florida Department of Transportation (FDOT) regulations. These lights shall be used only when required in the course of the work and shall not be used when traveling to and from the job site.

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

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

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 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: DO NOT EXECUTE - SAMPLE ONLY
(Authorized Representative of)

State of: _____

County of: _____

Before me personally appeared: _____
(Please print)

Please check one:

Personally known _____

Produced Identification: _____
(Type of identification)

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

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 proposal 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 proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 Florida Statutes or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

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

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

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

_____
Bidder's Signature

_____
Date:

VENDOR CODE OF ETHICS

"A City for All Ages"

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/Bidder _____

Signature

_____

Printed Name and Title

_____

Date _____

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

CHECKLIST
E-BID #2016132
Median and Retention Pond Mowing and Landscape Maintenance Services - Becker/Gatlin Areas

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 Request for Proposal in its entirety.

Only electronic replies are required. No hard copies will be accepted. All submittals should be in two (2) electronic files submitted in the order as per below.

Electronic File #1

_____ E-Bid Reply Sheet included in file

_____ Each Bid Addendum (when issued) is acknowledged on the Questionnaire

_____ Completed Questionnaire included in file

_____ Copy of current Insurance Certificate included in file

_____ Drug-Free Workplace form included in file

_____ Copy of License to do business included in file

_____ Copy of MOT Training verification in file

_____ Equipment list included in electronic file as per item 5.6 of E-Bid Reply sheet

_____ Required W-9 included in file

_____ Copy of $500.00 Bid Bond included in file & mailed to City immediately after opening

_____ Vendor Code of Ethics signed and included in file uploaded to Demandstar

_____ Copy of the Checklist uploaded to Demandstar

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

Electronic File #2

_____ Completed E-Bid Excel Reply Spreadsheet

_____ After review of uploaded electronic file on DemandStar by Onvia web site selected the "Submit" button at bottom of page.

THIS FORM SHOULD BE RETURNED WITH YOUR E-BID DOCUMENTS

E-Bid #20160132 **Attachment A**

Median and Retention Pond Mowing and Landscape Maintenance Services

Becker/Gatlin Areas

Company Name:

Line #	MOWING	Acres	Annual Frequency	Rate per Acre*	Total Annual Cost
1	Becker Corridor from S. Village Parkway to Tesoro	7.25	36	$0.00	$0.00
2	Becker Corridor and Tesoro (St. Augustine Turf)	3	40	$0.00	$0.00
3	Becker Turnpike Signs	1	36	$0.00	$0.00
4	Becker - TP Bridge -Unimproved	7	12	$0.00	$0.00
5	Becker	1	36	$0.00	$0.00
6	Becker / I-95 - mowing	38	36	$0.00	$0.00
7	Becker Area Retention Ponds - mowing	21.25	36	$0.00	$0.00
a	Bradshaw Circle				
b	Kestor Drive				
c	Felix Drive				
d	SW Quick Circle				
e	Bradbury Street				
f	PSL Boulevard				
g	Rolfe Street				
h	Savona Boulevard				
i	Lackawanna Street				
j	Hallmark Street (2 ponds)				
k	Eagle Street				
l	Babylon Street (2 ponds)				
8	Gatlin Blvd from S Village Parkway to Port St. Lucie	27	36	$0.00	$0.00
9	Gatlin Blvd / I-95	1	36	$0.00	$0.00
10	Gatlin (south ROW) between Savona and Rosser	3	36	$0.00	$0.00
11	Gatlin Retention areas-mowing	8	36	$0.00	$0.00
12	Import Pond "Tract M & L" Section 31	8	36	$0.00	$0.00
12	Rosser - Gatlin to Becker	7.5	36	$0.00	$0.00
14	Savona (Circle)	2	36	$0.00	$0.00
15	Tulip Blvd.	0.5	36	$0.00	$0.00
16	Landale Blvd.	0.5	36	$0.00	$0.00
17	Darwin/Tulip/Belmont (greenbelt)	9	36	$0.00	$0.00
18	Juliet	1.25	36	$0.00	$0.00
19	**Total Acreage - Mowing**	**146.25**			
20	**TOTAL ANNUAL COST - MOWING**				**$0.00**

	EDGING	Linear Feet	Annual Frequency	Rate per Linear Foot*	Total Annual Cost

Median and Retention Pond Mowing and Landscape Maintenance Services
Becker/Gatlin Areas

21	Becker - edging	36,496	16	$0.00	$0.00
22	Becker/TP Interchange - edging	7,920	16	$0.00	$0.00
23	Becker / I-95 - edging	16,083	16	$0.00	$0.00
24	Becker & Southbend (median) - edging	1,150	16	$0.00	$0.00
25	Gatlin - Sidewalk - edging	700	16	$0.00	$0.00
26	Gatlin/I-95 edging	2,397	16	$0.00	$0.00
27	Gatlin Boulevard	88,800	16	$0.00	$0.00
28	Rosser edging	2,112	16	$0.00	$0.00
29	Rosser edging (Gatlin to Aledo)	860	16	$0.00	$0.00
30	Rosser (East ROW) - edging	4,752	16	$0.00	$0.00
31	Rosser (West ROW) edging	1,760	16	$0.00	$0.00
32	Darwin (West of Tulip) - edging	1,403	16	$0.00	$0.00
33	Darwin/Tulip/Belmont (greenbelt) edging	2,000	16	$0.00	$0.00
34	**Total Linear feet - edging**	**166,433**			
35	**TOTAL ANNUAL COST - EDGING**				**$0.00**
36	**TOTAL ANNUAL COST - MOWING & EDGING**			**$0.00**	

NOTES:

1. All prices shall include MOT, if required, and annual pruning of all landscape grasses.

2. Unit prices can only go to 2 decimals. Example: $5.2555 is unacceptable - $5.25 is acceptable.

ADDENDUM # 1
E-Bid #20160132
Addendum Date: 6/13/16
Median and Retention Pond Mowing and Landscape Maintenance Services
Becker/Gatlin Areas

1. Location map will be issued by Bid Addendum #2 for this E-Bid.

2. **Submitted Questions**: The following are all questions, with the applicable answers, that have been submitted as of June 13, 2016:

   Question 1: Are these currently being done in house or by an outside vendor?

   Answer: The tasks defined in the bid specifications are currently done by an outside vendor via Contract #20060116.

   Question 2: Can you provide a previous bid tabulation for the project?

   Answer: The work in this bid is a portion of an existing contract that we are dividing, so there aren't any bid tabulations for them. All contract documents can be found by following this link: http://www.cityofpsl.com/procurement-management/contracts-search.html then enter the contract number (20060116).

   Question 3: For the Bid Bond, do you require that I go through a surety agency since its $500.00?

   Answer: Per Section 2.3 of the E-Bid Specifications:

   > ***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 five hundred dollars ($500.00), made payable to the "City of Port St. Lucie", shall accompany each proposal as a guarantee that the Bidder will execute the required Contract and promptly deliver the required Insurance Certificates, and other documentation required by these Specifications. Bid Bonds must be executed by a fully authorized Surety licensed by the State of Florida. The failure on the part of the Bidder to comply with this requirement may be cause for the rejection of the bid.*
   >
   > *Surety shall have a rating of A or A+ by "Best's Rating Guide". The Bid Bond should be uploaded on Demandstar.com with all other required responses. Then the original Bid Bond should be received within five (5) business days after the opening or the bid may be deemed non-responsive.*
   >
   > *The accepted Contractor's security will be retained until execution of the Contract. The City will retain the remaining Contractors' security until a Contract has been executed, or until ninety (90) calendar days after the quote opening date, whichever is shorter.*

A copy of the Bid Bond must be included in the Bid Submittal, and the actual bid bond sent to: Brenda Leo, Procurement Management Department, 121 SW Port St. Lucie Blvd., Bldg. A, Ste. 390 Port St. Lucie, FL 34984 within five (5) calendar days of the bid opening.

Question 4: Why are these services being bid at this time?

Answer: These services are a part of a large contract that was bid in 2006. The City made the decision to break the contract into 5 separate contracts; to provide more efficient contract management as well as to offer numerous vendors an opportunity to obtain work from the City.

Question 5: Is there a budget for this project?

Answer: The estimate annual budget for this project is $210,000.00.

Note: The Bid opening date and time HAS NOT changed.

Instructions to Bidder:

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

E-Bid Opening
E-Bid # 20160132
Median and Retention Pond Mowing and Landscape Maintenance Services
Becker/Gatlin Areas

June 20, 2016 at 3:00 p.m.

	Name (Please PRINT legibly)	Agency	E-Mail Address	Telephone # & FAX #
1.	Brenda Leo	City of Port St Lucie PMD	bleo@cityofpsl.com	T 772-871-5222
				F
2.	Judy Robinson	Sunshine Land Design	jrobinson@sunshine landdesign.com	T 772-260-2813
				F
3.	Elizabeth Farrara	STB Maintain Services	mfarrara2004@ yahoo.com	T 772-473-1900
				F
4.	Scott Ferry	Ferry Enterprises Inc	spferry13@aol.com	T 772-341-4416
				F
5.	John Pulvermacher	Coast To Coast Pest control	c2c.pestcontrol@gmail	T 772-633-1770
				F
6.				T
				F
7.				T
				F

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 13C
Meeting Date: 7/11/16

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 Department Director

FROM: Gina Jolly- Procurement Management Department, Buyer

Agenda Item: Motion: RFP # 20160104 Professional Services for assisting the City with Regulatory Compliance for Injection Wells

Submittal Date: 6/30/2016

STRATEGIC PLAN LINK: Port St. Lucie Mission, Principle A- Exceptional Municipal Services, "Developing and maintaining a state of the art infrastructure and utility system."

BACKGROUND: : The City of Port St. Lucie requires Professional Services for assisting the City with Regulatory Compliance for Injection Wells. The City of Port St. Lucie operates two (2) water and two (2) wastewater facilities that together serve a population of over 175,000.00 residents. The Utility's Treatment Facility System includes six (6) different deep injection wells for liquid waste disposal. The wells are permitted and regulated under the State of Florida's Underground Injection Control (UIC) system which is administered through the Florida Department of Environmental Protection (FDEP), in accordance with UIC regulations and FDEP rule 62-528. The City, as the permittee, is required by the State to properly operate and maintain the injection well facilities and to remain in compliance with the conditions of the permits, as required by Department rule 62-528. Failure to comply with State Regulations would result in the City being in violation and liable to the State for any damages caused and for civil penalties as provided in Statute 403.14. Currently there are two (2) injection Wells due for renewal in the current fiscal year, additional Injection wells are scheduled for fiscal year 2016/17. A Request for Proposal was advertised for professional services via Demandstar on April 4, 2016, with a proposal due date of May 20, 2016. During the advertisement period, one

thousand thirty four (1034) suppliers were notified, nineteen (19) of those downloaded plans and four (4) submitted proposals. On June 1, 2016, the Procurement Department held a public meeting where the committee members met to review and discuss their individual scores. After a brief discussion regarding the points, the committee members chose to keep their individual scores as the group scores. The committee voted to conduct questions with the three (3) top scored firms- McNabb Hydrogeologic Consulting, Inc., AECOM Technical Services, Ardaman & Associates, Inc. The committee reconvened at a Public Meeting on June 8, 2016 to reevaluate additional information that was not provided in the evaluation process. The committee agreed to have all four (4) firms move forward to the question and answer session to ensure the City gets the best firm for the project. The evaluation committee held questions and answers with the four (4) firms on June 22, 2016 starting at 10:00 a.m.

ANALYSIS: The Question and Answer discussion was based on a five (5) minute team introduction and four (4) questions which was scored on a point scale of 0-5 for each question. The committee scored and ranked the firms as follows: (1) McNabb Hydrogeologic Consulting, Inc.-60, (2) AECOM Technical Services- 52, and (2) Ardaman & Associates, Inc.-52, (4) LS. Sims- 35. Due to a tie for 2nd, the committee consensus ranked AECOM Technical Services as 2nd and Ardaman & Associates as 3rd. The committee stated that the detailed responses provided by McNabb Hydrogeologic Consulting, Inc. and their knowledge on the City's Injection Wells and Mechanical Integrity Testing gave them an edge over the other firms. McNabb Hydrogeologloic Consulting, Inc. is not a local firm.

FINANCIAL INFORMATION: $120,000.00 per Fiscal Year is budgeted in the Utility Operations Fund/Water Plant Operations, LTC Water Treatment Facility, Westport Wastewater Plant, and Glades Wastewater Treatment Facility/Professional Services.

LEGAL INFORMATION: Reviewed on 5/4/16 by Ella Gilbert and approved as to form.

STAFF RECOMMENDATION: Approve firms shortlisted by the evaluation committee as follows: # 1- McNabb Hydrogeologic Consulting, Inc., #2- AECOM Technical Services and #3- Ardaman & Associates, Inc. and start negotiations with McNabb Hydrogeologic Consulting, Inc., as the # 1 scored and ranked firm. If City personnel are unable to negotiate a contract with the # 1 firm, approve to continue the process and negotiate with the next ranked firm until an acceptable agreement is reached.

SPECIAL CONSIDERATION:

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 7/11/2016

RECEIVED

JUL 0 1 2016

CITY MANAGER'S OFFICE

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: (Audio from both meetings included in cd format), Evaluation and Q&A Individual/Group Score Totals, copies of winning firm Bid response, Solicitation request, Notices, RFP documents, Attachments A-C, Addenda, Bid Opening Sheet, Bid Tab, Bid Details, Evaluation & Q&A Attendance sheets, Evaluation Guidelines, Participation Agreements, Individual Evaluator Scores, Unsuccessful firms' Bid responses, Handouts.

*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.

20160104 Professional Services for Assisting the City with Regulatory Compliance for Injection Wells

INDIVIDUAL/GROUP COMMITEE SCORES

								TOTAL	RANK
AECOM Technical Servcies		DG		MH		PV			
Criterion	WTG								
A. Location (Ques 1)	1	5	5	5	5	5	5		
B. Certified Minority Business (Ques 2)	1	0	0	0	0	0	0		
C. Accepts Payment by P-Card (Ques 3)	1	4	4	4	4	4	4		
D. Assigned Staff (Ques 4 & 5)	10	4	40	5	50	5	50		
E. Company Experience/History (Ques 6 & 7)	8	4	32	5	40	5	40		
Total			81		99		99	279	
Ranking									2
Ardaman & Associates, Inc.		DG		MH		PV			
Criterion	WTG								
A. Location (Ques 1)	1	5	5	5	5	5	5		
B. Certified Minority Business (Ques 2)	1	0	0	0	0	0	0		
C. Accepts Payment by P-Card (Ques 3)	1	0	0	0	0	0	0		
D. Assigned Staff (Ques 4 & 5)	10	3	30	3	30	5	50		
E. Company Experience/History (Ques 6 & 7)	8	4	32	3	24	4	32		
Total			67		59		87	213	
Ranking									3
LS Sims & Associates		DG		MH		PV			
Criterion	WTG								
A. Location (Ques 1)	1	3	3	3	3	3	3		
B. Certified Minority Business (Ques 2)	1	0	0	0	0	0	0		
C. Accepts Payment by P-Card (Ques 3)	1	4	4	4	4	4	4		
D. Assigned Staff (Ques 4 & 5)	10	3	30	1	10	5	50		
E. Company Experience/History (Ques 6 & 7)	8	3	24	1	8	5	40		
Total			61		25		97	183	
Ranking									4
McNabb Hydrgeologic Consulting, Inc.		DG		MH		PV			
Criterion	WTG								
A. Location (Ques 1)	1	5	5	5	5	5	5		
B. Certified Minority Business (Ques 2)	1	0	0	0	0	0	0		
C. Accepts Payment by P-Card (Ques 3)	1	4	4	4	4	4	4		
D. Assigned Staff (Ques 4 & 5)	10	5	50	5	50	5	50		
E. Company Experience/History (Ques 6 & 7)	8	4	32	5	40	5	40		
Total			91		99		99	289	
Ranking									1

Q&A session is scheduled for Wednesday June 8, 2016

McNabb Hydrgeologic Consulting, Inc.	1
AECOM Technical Servcies	2
Ardaman & Associates, Inc.	3
LS Sims & Associates	4

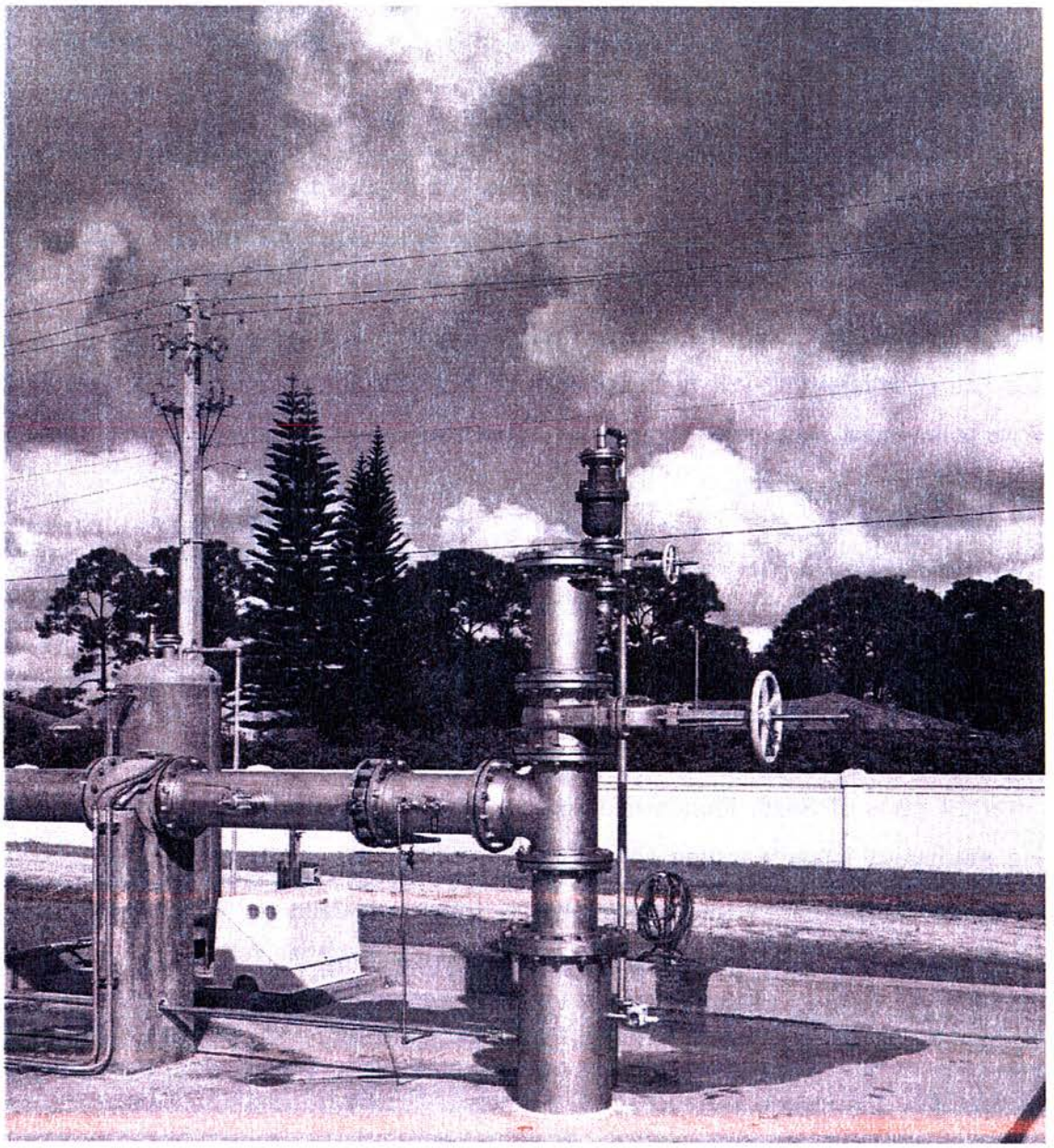
20160104 Professional Services for Assisting the City with Regulatory Compliance for Injection Wells
COMMITTEE SCORES Q and A

Points are 0-5 for each question				
Ardaman & Associates, Inc.	MH	DG	PV	Total
1. What procedures would you use for a typical injection well mechanical integrity test here on the Treasure Coast? What are typical anomalies that you might encounter with the City's injection wells?	4	5	5	14
2. The City's various injection wells use a variety of different materials for the casings including steel, coated steel, FRP and stainless steel. Can you briefly describe some of the issues (pluses and minuses) that can arise from use of these materials for casing pipe? How might these issues manifest themselves in data trends such as injectivity index? How quickly can these issues manifest themselves?	4	4	5	13
3. Describe how the injection capacity of an injection well might be "rehabilitated". What would be a reasonable extent that we can expect the well to be rehabilitated?	4	4	4	12
4. Can you describe some of the potential regulatory issues that might be facing the City's injection wells.	4	5	4	13
Total	16	18	18	**52**
Ranking				
AECOM Technical Services	MH	DG	PV	Total
1. What procedures would you use for a typical injection well mechanical integrity test here on the Treasure Coast? What are typical anomalies that you might encounter with the City's injection wells?	4	5	5	14
2. The City's various injection wells use a variety of different materials for the casings including steel, coated steel, FRP and stainless steel. Can you briefly describe some of the issues (pluses and minuses) that can arise from use of these materials for casing pipe? How might these issues manifest themselves in data trends such as injectivity index? How quickly can these issues manifest themselves?	4	4	4	12
3. Describe how the injection capacity of an injection well might be "rehabilitated". What would be a reasonable extent that we can expect the well to be rehabilitated?	4	5	4	13
4. Can you describe some of the potential regulatory issues that might be facing the City's injection wells.	4	5	4	13
	16	19	17	**52**
Ranking				
Mcnabb Hydrogeologic Consulting	MH	DG	PV	Total
1. What procedures would you use for a typical injection well mechanical integrity test here on the Treasure Coast? What are typical anomalies that you might encounter with the City's injection wells?	5	5	5	15
2. The City's various injection wells use a variety of different materials for the casings including steel, coated steel, FRP and stainless steel. Can you briefly describe some of the issues (pluses and minuses) that can arise from use of these materials for casing pipe? How might these issues manifest themselves in data trends such as injectivity index? How quickly can these issues manifest themselves?	5	5	5	15
3. Describe how the injection capacity of an injection well might be "rehabilitated". What would be a reasonable extent that we can expect the well to be rehabilitated?	5	5	5	15
4. Can you describe some of the potential regulatory issues that might be facing the City's injection wells.	5	5	5	15

Total	20	20	20	**60**
Ranking				
L.S. Sims	MH	DG	PV	Total
1. What procedures would you use for a typical injection well mechanical integrity test here on the Treasure Coast? What are typical anomalies that you might encounter with the City's injection wells?	3	3	3	9
2. The City's various injection wells use a variety of different materials for the casings including steel, coated steel, FRP and stainless steel. Can you briefly describe some of the issues (pluses and minuses) that can arise from use of these materials for casing pipe? How might these issues manifest themselves in data trends such as injectivity index? How quickly can these issues manifest themselves?	3	3	2	8
3. Describe how the injection capacity of an injection well might be "rehabilitated". What would be a reasonable extent that we can expect the well to be rehabilitated?	3	3	3	9
4. Can you describe some of the potential regulatory issues that might be facing the City's injection wells.	3	3	3	9
Total	12	12	11	**35**
Ranking				
	Scores			
Ardaman & Associates, Inc.		52	3	
AECOM Technical Services		52	2	
Mcnabb Hydrogeologic Consulting		60	1	
L.S. Sims		35	4	

"A City for All Ages"

Response to E-Bid #20160104 Professional Services for Assisting the City of Port St. Lucie with Regulatory Compliance for Injection Wells



Prepared for the City of Port St. Lucie

MHC McNabb Hydrogeologic Consulting, Inc.

May 19, 2016

HCE

McNabb
Hydrogeologic
Consulting, Inc.

4600 Military Trail, Suite 116
Jupiter, Florida 33458
Phone: 561-891-0763

City of Port St. Lucie
Procurement Management Department
121 S.W. Port St. Lucie Blvd.
Port St. Lucie, FL 34984-5099

May 19, 2016

McNabb Hydrogeologic Consulting, Inc. (MHC) is pleased to submit our qualifications for Professional Services for Assisting the City with Regulatory Compliance for Injection Wells to the City of Port St. Lucie. This package is submitted in response to, and in conformance with, the instructions provided in the Electronic Request for Proposal #20160104. We have purposely kept our response brief and to the point because our qualifications and experience make it clear that we are the appropriate firm to assist the City with their injection well regulatory compliance work. We thank you for your faith in previously allowing us to provide you with injection well regulatory compliance consulting services. As a result of our past projects, we believe that we have built professional relationships with your staff based on mutual respect, trust and confidence. We remain committed – committed to you.

MHC is a small, two-person, professional utility consulting firm specializing in providing deep injection well consulting services. We are located in Jupiter – approximately 40 miles from Port St. Lucie. We offer a responsive and schedule-driven approach to client services that provides direct access to the local professional utility experts. As a small firm, each and every client and project is extremely important to us. We commit to giving every project, large and small, our 100% attention and focus.

I bring over 24 years of South Florida hydrogeologic experience specializing in deep injection design, permitting, mechanical integrity testing and construction observation. Sally Durall of MHC brings over 17 years of similar experience and expertise to the team. Both Ms. Durall and I have worked with the City on numerous deep injection well-related projects since 2008. Our existing relationships City staff, and my intimate knowledge of the City's deep injection well systems, provides added value. We require no time to become familiar with the City's injection well systems – we have worked on every single injection well owned by the City.

Holtz Consulting Engineers, Inc. (HCE), a small professional utility consulting firm, completes our team. HCE is a 13-person firm location in Jupiter. HCE brings over 30 years of professional utility engineering consulting expertise to the team. MHC has teamed with HCE on many projects, including injection well system mechanical integrity projects and permit renewals for the City of Port St. Lucie. David Holtz, P.E.

and Curtis Robinson, P.E. will be assigned to assist with projects for the City and will serve as the Engineer of Record on projects as needed.

We are a team of small firms. To each of us, every single client is extremely important and we do not have the overwhelming number of clients that the large firms possess. Our team has successfully made the City feel like they are our only client, which is a reflection of the importance we place on our working relationship. I have always been available on short notice, whether it is via phone or in person. Each of our team members has this same approach with our clients. Our small firms also offer no place for non-performers to hide.

We also understand that the City is considering plugging and abandoning the Northport Wastewater Booster Station deep injection well system. My experience with the plugging and abandonment of the injection wells and monitor wells at the Q.O. Chemicals plant in Belle Glade, Florida makes MHC uniquely qualified for this work. It is likely that no other responders to Electronic Request for Proposal #20160104 have experience with plugging and abandoning an injection well and associated monitor well.

As President of MHC, I pledge the commitment of our team to provide responsive, schedule-driven, efficient professional hydrogeologic consulting services. Please feel free to contact me at (561) 891-0763 if you require additional information.

Sincerely,

McNabb Hydrogeologic Consulting, Inc.

David McNabb, P.G.
President

E-Bid Reply Sheet/Questionnaire #20160104

Professional Services for Assisting the City with Regulatory Compliance for Injection Wells

It is understood and agreed that the following information is to be used by the City of Port St. Lucie to determine the qualifications of the personnel and firm as presented in this document. The Proposer waives any claim against the City that might arise with respect to any decision concerning the qualifications of the Proposer or the personnel of the Proposer.

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 of Port St. Lucie any pertinent information requested by the City deemed necessary to vary the information on this questionnaire.

Dated this _16_ day of __May, 2016

_McNabb Hydrogeologic Consulting, Inc.__
Name of Organization / Proposer

(This is a word document please add space as needed.)

1. Where is your assigned staff's office located for this project, including address, telephone, fax number, e-mail address and contact person?
   The McNabb Hydrogeologic Consulting, Inc. office is located at 4600 Military Trail, Suite 116, Jupiter, Florida 33458. The office phone number is 561-855-4453 and 561-891-0763 can be called as an alternate phone number. Our fax number is 561-855-4378. The e-mail address is david@mcnabbhydroconsult.com and the contact person is David McNabb, the president of the company.

   Total number of staff for your firm within the Treasure Coast? We are a small, efficient firm of two (2) people.

2. Is your firm a Certified Minority Business (yes or no)? We are not a Certified Minority Business, however, we are teamed with Holtz Consulting Engineers, Inc. and they are a Florida certified Minority, Women & Service-Disabled Veteran firm. A copy of the certification is attached.
3. Will your firm accept payment by Credit Card (yes or no)? Yes, we will accept credit cards.
4. List all proposed personnel, (to include subcontractors) assigned to this project, including title, certifications, and years of experience applicable to this project scope. Please provide personnel names who will act as a back-up in the event the assigned personnel can't be reached.

Staff/Company	Title	Years	Licenses	Certifications	Other

Name		Experience			
David McNabb, P.G./McNabb Hydrogeologic Consulting, Inc.	President	24	Florida registered Professional Geologist	none	none
Sally Durall/McNabb Hydrogeologic Consulting, Inc.	Senior Geologist	17	none	none	Serves as backup if David McNabb can't be reached.
David Holtz, P.E./Holtz Consulting Engineers, Inc.	Professional Engineer	30	Florida registered Professional Engineer	none	
Curtis Robinson, P.E./Holtz Consulting Engineers, Inc.	Senior Engineer	13	Florida registered Professional Engineer	none	Serves as backup if David Holtz can't be reached.

(This is a word document add lines as needed)

5. List the experience of the staff assigned to this project, including sub-contractors and their applicable experience, with respect to Injection Wells, performing MIT's and Injection Well Permitting.

Staff Name	Company	Project Name & Description	Project Owner and Telephone Number
David McNabb, P.G.	McNabb Hydrogeologic Consulting, Inc.	Port St. Lucie Southport WWTP Injection Well System Operating Permit Renewal – Project Manager	City of Port St. Lucie, Richard Schoenborn, 772-873-6485
David McNabb, P.G.	McNabb Hydrogeologic Consulting, Inc.	Port St. Lucie Northport WWTP Injection Well System Operating Permit Renewal – Project Manager	City of Port St. Lucie, Richard Schoenborn, 772-873-6485
David McNabb, P.G.	McNabb Hydrogeologic Consulting, Inc.	Port St. Lucie Southport WWTP Injection Well System Mechanical Integrity Testing – Project Manager	City of Port St. Lucie, Richard Schoenborn, 772-873-6485
David Holtz, P.E.	Holtz Consulting Engineers, Inc.	Port St. Lucie Southport WWTP Injection Well System Mechanical Integrity Testing – Professional Engineer of Record	City of Port St. Lucie, Richard Schoenborn, 772-873-6485
David McNabb, P.G.	McNabb Hydrogeologic Consulting, Inc.	Port St. Lucie Northport WWTP Injection Well System Mechanical Integrity Testing – Project Manager	City of Port St. Lucie, Richard Schoenborn, 772-873-6485
Sally Durall	McNabb	Port St. Lucie Southport WWTP Injection	City of Port St. Lucie,

	Hydrogeologic Consulting, Inc.	Well System Mechanical Integrity Testing – Project Geologist	Richard Schoenborn, 772-873-6485
Sally Durall	McNabb Hydrogeologic Consulting, Inc.	Port St. Lucie Northport WWTP Injection Well System Mechanical Integrity Testing – Project Geologist	City of Port St. Lucie, Richard Schoenborn, 772-873-6485
David McNabb, P.G.	McNabb Hydrogeologic Consulting, Inc.	Port St. Lucie Prineville WTP Injection Well System Mechanical Integrity Testing – Project Manager	City of Port St. Lucie, Richard Schoenborn, 772-873-6485
Sally Durall	McNabb Hydrogeologic Consulting, Inc.	Port St. Lucie Prineville WTP Injection Well System Mechanical Integrity Testing – Project Geologist	City of Port St. Lucie, Richard Schoenborn, 772-873-6485
David McNabb, P.G.	McNabb Hydrogeologic Consulting, Inc.	Port St. Lucie Westport WWTP Injection Well System Mechanical Integrity Testing – Project Manager	City of Port St. Lucie, Richard Schoenborn, 772-873-6485
David Holtz, P.E.	Holtz Consulting Engineers, Inc.	Port St. Lucie Westport WWTP Injection Well System Mechanical Integrity Testing – Professional Engineer of Record	City of Port St. Lucie, Richard Schoenborn, 772-873-6485
Sally Durall	McNabb Hydrogeologic Consulting, Inc.	Port St. Lucie Westport WWTP Injection Well System Mechanical Integrity Testing – Project Geologist	City of Port St. Lucie, Richard Schoenborn, 772-873-6485
David McNabb, P.G.	McNabb Hydrogeologic Consulting, Inc.	Port St. Lucie James E. Anderson WTP Injection Well System Mechanical Integrity Testing – Project Manager	City of Port St. Lucie, Richard Schoenborn, 772-873-6485
Sally Durall	McNabb Hydrogeologic Consulting, Inc.	Port St. Lucie James E. Anderson WTP Injection Well System Mechanical Integrity Testing – Project Geologist	City of Port St. Lucie, Richard Schoenborn, 772-873-6485
David Holtz, P.E.	Holtz Consulting Engineers, Inc.	Port St. Lucie James E. Anderson WTP Injection Well System Mechanical Integrity Testing – Professional Engineer of Record	City of Port St. Lucie, Richard Schoenborn, 772-873-6485
David McNabb, P.G.	McNabb Hydrogeologic Consulting, Inc.	Port St. Lucie Glades WWTP Injection Well System Mechanical Integrity Testing – Project Manager	City of Port St. Lucie, Richard Schoenborn, 772-873-6485
Sally Durall	McNabb Hydrogeologic Consulting, Inc.	Port St. Lucie Glades WWTP Injection Well System Mechanical Integrity Testing – Project Geologist	City of Port St. Lucie, Richard Schoenborn, 772-873-6485
David McNabb, P.G.	McNabb Hydrogeologic Consulting, Inc.	Martin County Utilities Tropical Farms WTP/WWTP Injection Well System Operating Permit – Project Manager	Martin County Utilities, Daryl Schuler, 772-223-7957

Curtis Robinson, P.E.	Holtz Consulting Engineers, Inc.	Martin County Utilities Tropical Farms WTP/WWTP Injection Well System Operating Permit – Engineer of Record	Martin County Utilities, Daryl Schuler, 772-223-7957
David McNabb, P.G.	McNabb Hydrogeologic Consulting, Inc.	Martin County Utilities North WTP/WWTP Injection Well System Operating Permit Renewal – Project Manager	Martin County Utilities, Daryl Schuler, 772-223-7957
David McNabb	McNabb Hydrogeologic Consulting, Inc.	Martin County Utilities Tropical Farms WTP/WWTP Injection Well System Mechanical Integrity Testing – Project Manager	Martin County Utilities, Daryl Schuler, 772-223-7957
Sally Durall	McNabb Hydrogeologic Consulting, Inc.	Martin County Utilities Tropical Farms WTP/WWTP Injection Well System Mechanical Integrity Testing – Project Geologist	Martin County Utilities, Daryl Schuler, 772-223-7957
David McNabb, P.G.	McNabb Hydrogeologic Consulting, Inc.	Martin County Utilities North WTP/WWTP Injection Well IW-2 Repair – Project Manager	Martin County Utilities, Daryl Schuler, 772-223-7957
David Holtz, P.E.	Holtz Consulting Engineers, Inc.	Martin County Utilities North WTP/WWTP Injection Well IW-2 Repair – Engineer of Record	Martin County Utilities, Daryl Schuler, 772-223-7957
Sally Durall	McNabb Hydrogeologic Consulting, Inc.	Martin County Utilities North WTP/WWTP Injection Well IW-2 Repair– Project Geologist. Repair of Class I industrial injection well that developed a leak at the packer.	Martin County Utilities, Daryl Schuler, 772-223-7957
David McNabb, P.G.	McNabb Hydrogeologic Consulting, Inc.	Martin County Utilities North WTP/WWTP Monitor Well Plug and Abandonment – Project Manager. Plug and abandonment of upper and lower monitoring wells.	Martin County Utilities, Daryl Schuler, 772-223-7957
David Holtz, P.E.	Holtz Consulting Engineers, Inc.	Martin County Utilities North WTP/WWTP Monitor Well Plug and Abandonment – Engineer of Record. Plug and abandonment of upper and lower monitoring wells.	Martin County Utilities, Daryl Schuler, 772-223-7957
Sally Durall	McNabb Hydrogeologic Consulting, Inc.	Martin County Utilities North WTP/WWTP Monitor Well Plug and Abandonment– Project Geologist. Plug and abandonment of upper and lower monitoring wells.	Martin County Utilities, Daryl Schuler, 772-223-7957
David McNabb, P.G.	McNabb Hydrogeologic Consulting, Inc.	Q.O. Chemicals in Belle Glade Injection Well System Plug and Abandonment – Project Geologist. Plug and abandonment of 2 Class I injection well and 2 monitor wells.	Q.O. Chemicals, Ramin Ansari, 765-497-6061
David McNabb, P.G.	McNabb Hydrogeologic Consulting, Inc.	Ft. Pierce Utilities Authority Mainland Water Reclamation Facility Injection Well System Operating Permit – Project Manager	Ft. Pierce Utilities Authority, Valerie Schulte, 772-466-1600
David McNabb,	McNabb Hydrogeologic	Ft. Pierce Utilities Authority Island Water Reclamation Facility Injection Well System	Ft. Pierce Utilities Authority, Valerie

P.G.	Consulting, Inc.	Operating Permit Renewal – Project Manager	Schulte, 772-466-1600
David McNabb, P.G.	McNabb Hydrogeologic Consulting, Inc.	Ft. Pierce Utilities Authority WTP Injection Well System Operating Permit Renewal – Project Manager	Ft. Pierce Utilities Authority, Valerie Schulte, 772-466-1600
David McNabb, P.G.	McNabb Hydrogeologic Consulting, Inc.	Ft. Pierce Utilities Authority Island Water Reclamation Facility Injection Well System Mechanical Integrity Testing – Project Manager	Ft. Pierce Utilities Authority, Valerie Schulte, 772-466-1600
Sally Durall	McNabb Hydrogeologic Consulting, Inc.	Ft. Pierce Utilities Authority Island Water Reclamation Facility Injection Well System Mechanical Integrity Testing – Project Geologist	Ft. Pierce Utilities Authority, Valerie Schulte, 772-466-1600
David McNabb, P.G.	McNabb Hydrogeologic Consulting, Inc.	Ft. Pierce Utilities Authority WTP Injection Well System Mechanical Integrity Testing – Project Manager	Ft. Pierce Utilities Authority, Valerie Schulte, 772-466-1600
Sally Durall	McNabb Hydrogeologic Consulting, Inc.	Ft. Pierce Utilities Authority WTP Injection Well System Mechanical Integrity Testing – Project Geologist	Ft. Pierce Utilities Authority, Valerie Schulte, 772-466-1600
David McNabb, P.G.	McNabb Hydrogeologic Consulting, Inc.	Florida Power & Light Turkey Point Class I Injection Well System – Project Manager. Design, permitting, construction oversight for 3,200-foot deep injection well and associated monitor well.	FPL, Joe Fazio, 561-691-2451
David Holtz, P.E.	Holtz Consulting Engineers, Inc.	Florida Power & Light Turkey Point Class I Injection Well System – Professional Engineer of Record. Design, permitting, construction oversight for 3,200-foot deep injection well and associated monitor well.	FPL, Joe Fazio, 561-691-2451
Sally Durall	McNabb Hydrogeologic Consulting, Inc.	Florida Power & Light Turkey Point Class I Injection Well System – Project Geologist. Construction oversight for 3,200-foot deep injection well and associated monitor well.	FPL, Joe Fazio, 561-691-2451
David McNabb, P.G.	McNabb Hydrogeologic Consulting, Inc.	Okeechobee Utility Authority Class I Injection Well System – Project Manager. Construction oversight for 3,200-foot deep injection well and associated monitor well, subsequent MIT and operating permit	Okeechobee Utility Authority, John Hayford, 863-467-1785
Sally Durall	McNabb Hydrogeologic Consulting, Inc.	Okeechobee Utility Authority Class I Injection Well System – Project Geologist. Construction oversight for 3,200-foot deep injection well and associated monitor well and subsequent MIT.	Okeechobee Utility Authority, John Hayford, 863-467-1785
David McNabb, P.G.	McNabb Hydrogeologic Consulting, Inc.	Florida Power & Light West County Energy Center Injection Well System – Project Manager. Design, permitting, construction oversight and subsequent MIT and operating permit.	FPL, Matt Raffenberg, 561-691-2808

David Holtz, P.E.	Holtz Consulting Engineers, Inc.	Florida Power & Light West County Energy Center Injection Well System – Professional Engineer of Record. Design, permitting, construction oversight and subsequent MIT and operating permit.	FPL, Matt Raffenberg, 561-691-2808
Sally Durall	McNabb Hydrogeologic Consulting, Inc.	Florida Power & Light West County Energy Center Injection Well System – Project Geologist. Construction oversight and subsequent MIT.	FPL, Matt Raffenberg, 561-691-2808
David McNabb, P.G.	McNabb Hydrogeologic Consulting, Inc.	Lake Worth Class I Injection Well System – Project Manager. Design, permitting and construction oversight for a Class I industrial injection well system.	Mock, Roos & Associates, Tom Biggs, 561-683-3113
Sally Durall	McNabb Hydrogeologic Consulting, Inc.	Lake Worth Class I Injection Well System – Project Geologist. Construction oversight for a Class I industrial injection well system.	Mock, Roos & Associates, Tom Biggs, 561-683-3113
David McNabb, P.G.	McNabb Hydrogeologic Consulting, Inc.	West Palm Beach ECR WWTP Injection Wells IW-1 through IW-7 Operating Permit Renewal – Project Hydrogeologist	Holtz Consulting Engineers, David Holtz, 561-575-2005
Sally Durall	McNabb Hydrogeologic Consulting, Inc.	West Palm Beach ECR WWTP Injection Wells IW-1 through IW-7 Operating Permit Renewal – Project Manager	Holtz Consulting Engineers, David Holtz, 561-575-2005
Cutis Robinson, P.E.	Holtz Consulting Engineers, Inc.	West Palm Beach ECR WWTP Injection Wells IW-1 through IW-7 Operating Permit Renewal – Professional Engineer of Record	Holtz Consulting Engineers, David Holtz, 561-575-2005
David McNabb, P.G.	McNabb Hydrogeologic Consulting, Inc.	West Palm Beach ECR WWTP Injection Well System Mechanical Integrity Testing of injection wells IW-1 through IW-7 – Project Hydrogeologist.	Holtz Consulting Engineers, David Holtz, 561-575-2005
Sally Durall	McNabb Hydrogeologic Consulting, Inc.	West Palm Beach ECR WWTP Injection Well System Mechanical Integrity Testing of injection wells IW-1 through IW-7 – Project Manager.	Holtz Consulting Engineers, David Holtz, 561-575-2005
David McNabb, P.G.	McNabb Hydrogeologic Consulting, Inc.	West Palm Beach ECR WWTP Monitor Wells Installation – Project Manager. Construction oversight for 3 dual zone monitor wells and plug and abandonment of 3 monitor wells.	Mock, Roos & Associates, Tom Biggs, 561-683-3113

(This is a word document add lines as needed)

6. List Deep Injection Well MIT's and Permit Renewals completed in South Florida awarded by other government agencies, to your firm in past 5 years that were similar to this scope of this project.

Project	Date of Award	Responsibility	Is Work Completed?	Amount of Contract
IWSD MIT	2/18/16	MIT professional services	ongoing	$18,700

FPUA MWRF MIT	2/23/26	MIT testing and professional services	Ongoing	$54,325
Clewiston MIT	2/24/16	MIT professional services	Onging	$19,000
FPL WCEC Op. Permit Renewal	6/19/15	Operating permit renewal professional services	Yes, 3/1/16	$20,000
FPUA MWRF Op. Permit Renewal	11/24/14	Operating permit renewal professional services	Yes, 8/5/16	$22,310
MCU Tropical Farms Op. Permit Renewal	10/15/13	Operating permit renewal professional services	Yes, 3/5/15	$17,500
IWSD Op. Permit Renewal	5/22/14	Operating permit renewal professional services	Yes, 1/14/15	$16,830
Key West MITs	2/4/14	MIT professional services – 2 wells	Yes, 12/30/14	$31,900
Key West Op. Permit Renewal	2/4/14	Operating permit renewal professional services	Yes, 12/1/14	$16,500
MCU Tropical Farms MITs	8/30/13	MIT professional services – 2 wells	Yes, 6/5/14	$30,690
CSID Op. Permit Renewal	11/1/3	Operating permit renewal professional services	Yes, 4/2/14	$18,500
FPUA WTP Op. Permit Renewal	6/19/13	Operating permit renewal professional services	Yes, 3/4/14	$19,250
CSID MITs	3/15/13	MIT professional services – 2 wells	Yes, 2/11/14	$24,900
Key Largo MIT	7/30/13	MIT professional services	Yes, 1/27/14	$13,000
WPB ECR Op. Permit Renewal	1/7/13	Operating permit renewal professional services – 7 wells	Yes, 8/16/13	$20,940
OUA MIT	10/15/12	MIT professional services	Yes, 9/25/13	$17,000
MCU North Op. Permit	12/23/12	Operating permit renewal	Yes, 9/24/13	$13,000

Renewal		professional services		
WPB ECR MITs	5/1/12	MIT professional services – 7 wells	Yes, 2/18/13	$75,000
FPUA WTP and WWTP MITs	12/1/11	MIT testing and professional services	Yes, 8/10/12	$100,000
IWSD MIT	6/24/11	MIT testing and professional services	Yes, 11/2/11	$34,999
			Total Amount	$584,344

7. Has your firm failed to complete any contract work awarded? Defaulted on a contract or had a contract canceled or terminated? If so, When and Why? No, we have never failed to complete awarded contract work, have never defaulted on a contract, or had a contract canceled or terminated.
   (This is a word document add lines as needed)

Please submit Form 330 in a separate file, preferably .pdf

ADDENDUM ACKNOWLEDGMENT - Proposer acknowledges that the following addenda have been received and are included in his/her proposal:

Addendum Number	Date Issued
1	May 16, 2016

CERTIFICATION:

This E-RFP is submitted by: Name (print) David McNabb who is an officer of the above firm duly authorized to sign proposals and enter into Contracts. I certify that this E-RFP is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal 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 comply with all requirements stated in the specifications for this E-RFP, and to accept the City's Contract in its entirety

I agree to abide by all conditions of this E-RFP.:

Signature _____ President
Title

(Balance of Page Intentionally Left Blank)

State of Florida

Minority, Women &
Service-Disabled Veteran

Business Certification

Holtz Consulting Engineers, Inc.

Is certified under the provisions of
287 and 295.187, Florida Statutes for a period from:

December 8, 2014 to December 8, 2016

Torey Alston, Executive Director

Florida Department of Management Services
Office of Supplier Diversity

Substitute Form **W-9**

(Rev. February 2005)

Request for Taxpayer Identification Number and Certification

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

Please print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)

David McNabb

Business name, if different from above

McNabb Hydrogeologic Consulting, Inc.

Check appropriate box: ☐ Individual/Sole Proprietor ☒ Corporation ☐ Partnership ☐ Other ☐ LLC filing as Sole Proprietor ☐ LLC filing as Corporation ☐ LLC filing as Partnership

☐ Exempt from backup withholding

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

4600 Military Trail, Suite 116

Requester's name and address (optional)

City, state, and ZIP code

Jupiter FL 33458

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note: *If the account is in more than one name, see the chart on page 3 for guidelines on whose number to enter.*

Social security number

or

Employer identification number

5 7 - 1 2 4 1 0 4 9

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. person (including a U.S. resident alien).

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 ▶ Dave McNabb Date ▶ 4/19/16

Purpose of Form

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

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

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

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

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on a exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/4/2016

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
Tequesta Agency, Inc. dba
Tequesta Insurance Advisors
218 S US Hwy 1, Ste 300
Tequesta FL 33469

CONTACT NAME: Kim Carthen
PHONE (A/C, No, Ext): (561)746-4546 FAX (A/C, No): (561)746-9599
E-MAIL ADDRESS: kcarthen@tequestainsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Auto-Owners Insurance	18988
INSURER B: Southern Owners Insurance Co	10190
INSURER C: CNA	
INSURER D: Continental Casualty Company	
INSURER E:	
INSURER F:	

INSURED
McNabb Hydrogeologic Consulting Inc
4600 Military Trl Ste 116
Suite 116
Jupiter FL 33458-4811

COVERAGES CERTIFICATE NUMBER: As of 5/4/16 - 15-16 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X	Y	72690351	11/16/2015	11/16/2016	EACH OCCURRENCE	$	1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$	300,000
							MED EXP (Any one person)	$	10,000
							PERSONAL & ADV INJURY	$	1,000,000
							GENERAL AGGREGATE	$	2,000,000
							PRODUCTS - COMP/OP AGG	$	2,000,000
							Premises/Operations	$	
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			72690351	11/16/2015	11/16/2016	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
							BODILY INJURY (Per person)	$	
							BODILY INJURY (Per accident)	$	
							PROPERTY DAMAGE (Per accident)	$	
								$	
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			4703325901	2/4/2016	11/16/2016	EACH OCCURRENCE	$	5,000,000
							AGGREGATE	$	5,000,000
								$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	6021077066	5/4/2016	5/4/2017	PER STATUTE OTH-ER		
							E.L. EACH ACCIDENT	$	100,000
							E.L. DISEASE - EA EMPLOYEE	$	100,000
							E.L. DISEASE - POLICY LIMIT	$	500,000
D	PROFESSIONAL LIABILITY			EEH288251407	9/20/2015	9/20/2016	PER CLAIM LIMIT		$1,000,000
							AGGREGATE LIMIT		$2,000,000

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

The Certificate holder is an additional insured per form #55205 (12-04) attached to the General Liability policy. A Copy of form #55205 (12-04) is attached for your reference.

Waivers of Subrogation applies to the General Liability policy where required by written contract per form #55091 (10-08) and applies to Workers Compensation per form #WC000313 (04-84) where required by written contract.

CERTIFICATE HOLDER

City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents
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
Mark Kasten/KIM

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

City of Port St. Lucie, a municipality of the State of Florida,
its officers, employees and agents
121 SW Port St. Lucie Blvd
Port St. Lucie, FL 34984

0002006660210770666891

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

Endorsement Effective | Policy No. | Endorsement No.
Insured | Premium $

Insurance Company | Countersigned by _____

Copyright 1983 National Council on Compensation Insurance.

COMMERCIAL GENERAL LIABILITY
55205 (12-04)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization (Additional Insured):
CITY OF PORT ST LUCIE A MUNICIPALITY OF THE STATE OF FLORIDA ITS OFFICERS EMPLOYEES AND AGENTS

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Under **SECTION II - WHO IS AN INSURED**, the following is added:

The person or organization shown in the above Schedule is an Additional Insured, but only with respect to liability arising out of "your work" for that insured by or for you.

B. Under **SECTION III - LIMITS OF INSURANCE**, the following is added:

The limits of liability for the Additional Insured are those specified in the written contract or agreement between the insured and the owner, lessee or contractor, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the limits of insurance shown in the Declarations.

C. Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance**, the following is added:

This insurance is primary for the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that person or organization by or for you. Other insurance available to the person or organization shown in the Schedule will apply as excess insurance and not contribute as primary insurance to the insurance provided by this endorsement.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.
Copyright, Insurance Services office, Inc., 1984, 2003.

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL GEOLOGISTS

LICENSE NUMBER	
GB547	

The GEOLOGY BUSINESS
Named below IS CERTIFIED
Under the provisions of Chapter 492 FS.
Expiration date: JUL 31, 2016

MCNABB HYDROGEOLOGIC CONSULTING INC
4600 MILITARY TRAIL, SUITE 116
JUPITER FL 33458

ISSUED: 05/08/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1405080001460

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL GEOLOGISTS

LICENSE NUMBER
PG1461

The PROFESSIONAL GEOLOGIST
Named below IS LICENSED
Under the provisions of Chapter 492 FS.
Expiration date: JUL 31, 2016

MCNABB, DAVID MICHAEL
4600 MILITARY TRAIL, SUITE 116
JUPITER FL 33458

ISSUED: 05/08/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1405080001433

State of Florida
Department of State

I certify from the records of this office that MCNABB HYDROGEOLOGIC CONSULTING, INC. is a corporation organized under the laws of the State of Florida, filed on August 16, 2006, effective August 20, 2006.

The document number of this corporation is P06000106613.

I further certify that said corporation has paid all fees due this office through December 31, 2016, that its most recent annual report/uniform business report was filed on January 15, 2016, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

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

Ken Detzner

Secretary of State

Tracking Number: CC4850179501

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

State of Florida

Board of Professional Engineers

Attests that

Holtz Consulting Engineers. Inc.

Has satisfied the requirements of Section 471.023, Florida Statutes. In recognition thereof, the Board of Professional Engineers hereby authorizes this firm to offer engineering services in the State of Florida in accordance with Chapter 471, Florida Statutes, and the rules of the Board.

Witness the Seal of the Board and the Signature of the Board's duly authorized Chair

this 5 day of MAY , 20 06

CHAIR

CERTIFICATE OF AUTHORIZATION No. 26960

State of Florida

Board of Professional Engineers

Attests that

David Forrest Holtz , P.E.

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

Is licensed as a Professional Engineer under Chapter 471, Florida Statutes

Expiration: **2/28/2017**
Audit No: **228201704372**

P.E. Lic. No:
42595

State of Florida

Board of Professional Engineers

Attests that

Curtis Duane Robinson , P.E.

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

Is licensed as a Professional Engineer under Chapter 471, Florida Statutes

Expiration: **2/28/2017**
Audit No: **228201704647**

P.E. Lic. No:
65685

DRUG-FREE WORKPLACE FORM

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

May 19, 2016
Date

TRUTH-IN-NEGOTIATION CERTIFICATE AND AFFIDAVIT
E-Bid #20160104
Professional Services for Assisting the City with Regulatory Compliance for Injection Wells

STATE OF FLORIDA §
COUNTY OF ST. LUCIE §

Before me, the undersigned authority, personally appeared affiant David McNabb who being first duly sworn, deposes and says:

1. That the undersigned firm is furnishing this Truth in Negotiation Certificate pursuant to Section 287.055(5)(a) of the Florida Statutes for the undersigned firm to receive an agreement for professional services with the City of Port St. Lucie, St. Lucie County, Florida.

2. That the undersigned firm is a corporation which engages in furnishing professional engineering services and is entering into an agreement with the City of Port St. Lucie, St. Lucie County, Florida to provide professional services for a project known as **#20150039-Professional Services for Assisting the City with Regulatory Compliance for Injection Wells**

3. That the undersigned firm has furnished the City of Port St. Lucie, St. Lucie County, Florida a detailed analysis of the cost of the professional services required for the project.

4. That the wage rate information and other factual unit cost, which the undersigned firm furnished, were accurate, complete and current at the time the undersigned firm and the City of Port St. Lucie entered into the agreement for professional services on the project.

5. That the agreement which the undersigned firm and the City of Port St. Lucie entered into on this job contained a provision that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the City of Port St. Lucie determines the agreement price was increased due to inaccurate, incomplete or non-current wage rates or other factual unit cost and that all such agreement adjustments shall be made within one (1) year following the end of the agreement.

FURTHER AFFIANT SAYETH NAUGHT

McNabb Hydrogeologic Consulting, Inc.
Name of Firm

David McNabb
By: President

The foregoing instrument was acknowledged before me by David McNabb

who has produced a driver's license as identification or is personally known to me.

WITNESS my hand and official seal in the State of County last aforesaid this 16 day of May, 2016.

(SEAL)

Signature

THOMAS SELF
Commission # FF 218263
Expires April 12, 2019
Bonded Thru Troy Fain Insurance 800-385-7019

Thomas Self
Notary Name (typed or printed)

CHECKLIST
BID # 20160104
Professional Services for Assisting the City with Regulatory Compliance for Injection Wells

Name of Bidder: McNabb Hydrogeologic Consulting, 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.

__x__ E-Bid Reply Sheet #20160104 with proper signatures upload to DemandStar

__x__ Certified Minority Business Certificate (if applicable)

__x__ Required W-9 uploaded to DemandStar

__x__ Copy of Insurance Certificate in accordance with the E-Bid documents uploaded to DemandStar

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

__x__ Drug-Free Workplace Form uploaded to DemandStar

__x__ Truth in Negotiation uploaded to DemandStar

__x__ Copy of the Checklist uploaded to DemandStar

__x__ Each Bid Addendum (when issued) is acknowledged on the E-Bid Reply Sheet #20160104

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

__x__ 330 Form uploaded to DemandStar

McNabb Hydrogeologic Consulting, Inc.

ARCHITECT - ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)*
Professional Services for Assisting the City with Regulatory Compliance for Injection Wells, City of Port St. Lucie, Florida

2. PUBLIC NOTICE DATE	3. SOLICITATION OR PROJECT NUMBER
April 19, 2016	E-Bid#20160104

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE
David McNabb, President

5. NAME OF FIRM
McNabb Hydrogeologic Consulting, Inc.

6. TELEPHONE NUMBER	7. FAX NUMBER	8. E-MAIL ADDRESS
561-891-0763	561-855-4378	david@mcnabbhydroconsult.com

C. PROPOSED TEAM

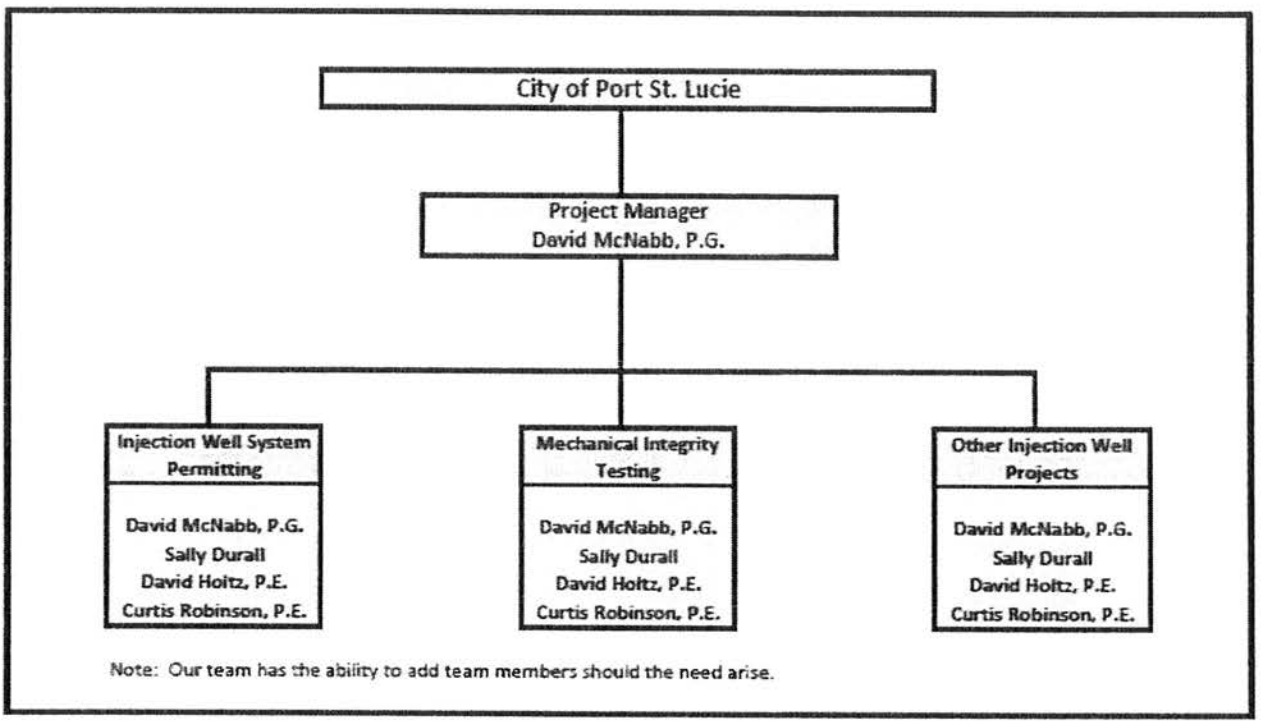
(Complete this section for the prime contractor and all key subcontractors.)

	(Check) PRIME	J-V PARTNER	SUBCON-TRACTOR	9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
a.	X	☐	☐	McNabb Hydrogeologic Consulting, Inc. ☐ CHECK IF BRANCH OFFICE	4600 Military Trail, Suite 116 Jupiter, Florida 33458	Professional services for assisting the City with regulatory compliance for injection well systems.
b.	☐	☐	X	Holtz Consulting Engineers, Inc. ☐ CHECK IF BRANCH OFFICE	270 S. Central Blvd, Suite 207 Jupiter, Florida 33458	Professional Engineer of Record
c.	☐	☐	☐	☐ CHECK IF BRANCH OFFICE		
d.	☐	☐	☐	☐ CHECK IF BRANCH OFFICE		
e.	☐	☐	☐	☐ CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM ☐ *(Attached)*

MHC McNabb Hydrogeologic Consulting, Inc.

ORGANIZATIONAL CHART



E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
David McNabb, P.G.	Project Manager/Hydrogeologist	24	10

15. FIRM NAME AND LOCATION *(City and State)*

McNabb Hydrogeologic Consulting, Inc., 4600 Military Trail, Suite 116, Jupiter, Florida 33458

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
Bachelor of Science, Geology, Indiana University Master of Science, Geology, Univ. of Texas at Arlington	Florida Registered Professional Geologist #1461

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Professional Geologist for FDEP Underground Injection Control Program, evaluation of Class I injection well permits and MIT plans 1992-1995.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: Port St. Lucie Northport WWTP injection well system operating permit renewal, City of Port St. Lucie, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: December 2015 — CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — X Check if project performed with current firm

Prepared operating permit renewal application for the Northport WWTP injection well system, provide response of Request for Additional Information. The City (Richard Schoenborn) served as PE of Record for the permit application. Consulting fees were $11,200. Project manager.

b.

(1) TITLE AND LOCATION *(City and State)*: Port St. Lucie Prineville WTP injection well system mechanical integrity testing, City of Port St. Lucie, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: December 2015 — CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — X Check if project performed with current firm

Provided professional services for mechanical integrity testing of injection well IW-1. Project included preparation of testing plan, technical specifications, field and reporting services. Consulting fees were $16,000. Project manager.

c.

(1) TITLE AND LOCATION *(City and State)*: Ft. Pierce Utilities Authority Mainland WRF injection well system operating permit renewal, Ft. Pierce, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: August 2015 — CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — X Check if project performed with current firm

Prepared operating permit renewal application for the Mainland WRF injection well system, provide response of Request for Additional Information. Consulting fees were $22,310. Project manager.

d.

(1) TITLE AND LOCATION *(City and State)*: Martin County Utilities North WTP/WWTP dual zone monitor well, Jensen Beach, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: October 2015 — CONSTRUCTION *(If applicable)*: August 2015

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — X Check if project performed with current firm

Provided design, permitting, bidding, field and reporting services for the construction of a dual zone monitor well at the North WTP/WWTP. Construction cost was $819,944, consulting fees were $96,815. Project manager.

e.

(1) TITLE AND LOCATION *(City and State)*: Martin County Utilities North WTP/WWTP monitor well plug and abandonment, Jensen Beach, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: October 2015 — CONSTRUCTION *(If applicable)*: September 2015

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — X Check if project performed with current firm

Provided permitting, plug and abandonment plan, technical specifications preparation, field and reporting services for the plugging and abandonment of the upper and lower monitor zone of the existing monitor well. Contractor fees were $100,000. Consulting fees were $27,000. Project manager.

	(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
f.	Martin County Utilities Tropical Farms Injection Well System mechanical integrity testing, Stuart, Florida	June 2014	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — X Check if project performed with current firm

Provided professional services for mechanical integrity testing of injection wells IW-1 and IW-2. Project included preparation of testing plan, technical specifications, field and reporting services. Consulting fees were $30,690. Project manager.

	(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
g.	Ft. Pierce Utilities Authority Henry A. Gahn WTP injection well system operating permit renewal, Ft. Pierce, Florida	March 2014	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — X Check if project performed with current firm

Prepared operating permit renewal application for the Henry A. Gahn WTP injection well system, provide response of Request for Additional Information. Consulting fees were $19,250. Project manager.

	(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
h.	Port St. Lucie Glades WWTP injection well system mechanical integrity testing, City of Port St. Lucie, Florida	December 2013	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — X Check if project performed with current firm

Provided professional services for mechanical integrity testing of injection well IW-1. Project included preparation of testing plan, technical specifications, field and reporting services. Consulting fees were $12,000. Project manager.

	(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
i.	West Palm Beach ECR WWTP Injection Wells IW-1 through IW-7 operating permit renewal, West Palm Beach, Florida	August 2013	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☐ Check if project performed with current firm

Prepared operating permit renewal application for the ECR WWTP injection well system, provide response of Request for Additional Information. Consulting fees were $20,940. Project hydrogeologist.

	(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
j.	West Palm Beach ECR WWTP Injection Wells IW-1 through IW-7 mechanical integrity testing, West Palm Beach Florida	December 2012	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☐ Check if project performed with current firm

Provided professional services for mechanical integrity testing of injection wells IW-1 through IW-7. Project included preparation of testing plan, technical specifications, field and reporting services. Consulting fees were $75,000. Project hydrogeologist.

	(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
k.	FPL Turkey Point Power Plant Injection Well System	September 2012	June 2012

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☐ Check if project performed with current firm

Provided design, permitting, bidding, resident observation and reporting services for a 3,200 feet deep injection well and associated dual-zone monitor well. The client required that we provide 24-hour a day coverage during well construction. Consulting fees were $1,200,000. Construction costs were $8,500,000.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Sally Durall	Senior Geologist	17	8

15. FIRM NAME AND LOCATION *(City and State)*
McNabb Hydrogeologic Consulting, Inc., 4600 Military Trail, Suite 116, Jupiter, Florida 33458

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
Bachelor of Science, Geology, Univ. of Tennessee	none

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
none

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*
Port St. Lucie Prineville WTP injection well system mechanical integrity testing, City of Port St. Lucie, Florida

(2) YEAR COMPLETED
PROFESSIONAL SERVICES: December 2015

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — X Check if project performed with current firm

Provided field services for mechanical integrity testing of injection well IW-1. Assisted in the preparation of testing plan, technical specifications, and reporting preparation. Consulting fees were $16,000. Senior geologist.

b.

(1) TITLE AND LOCATION *(City and State)*
Martin County Utilities North WTP/WWTP dual zone monitor well, Jensen Beach, Florida

(2) YEAR COMPLETED
PROFESSIONAL SERVICES: October 2015

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — X Check if project performed with current firm

Provided field services for the construction of a dual zone monitor well at the North WTP/WWTP. Construction cost was $819,944, consulting fees were $96,815. Senior geologist.

c.

(1) TITLE AND LOCATION *(City and State)*
Martin County Utilities North WTP/WWTP monitor well plug and abandonment, Jensen Beach, Florida

(2) YEAR COMPLETED
PROFESSIONAL SERVICES: October 2015

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — X Check if project performed with current firm

Served as construction oversight manager for the plugging and abandonment of the upper and lower monitor zone of the existing monitor well. Contractor fees were $100,000. Consulting fees were $27,000. Senior geologist.

d.

(1) TITLE AND LOCATION *(City and State)*
West Palm Beach ECR WWTP Injection Wells IW-1 through IW-7 operating permit renewal, West Palm Beach, Florida

(2) YEAR COMPLETED
PROFESSIONAL SERVICES: August 2013

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☐ Check if project performed with current firm

Served as the project manager for the operating permit renewal application for the ECR WWTP injection well system, provide response of Request for Additional Information. Consulting fees were $20,940. Project manager.

e.

(1) TITLE AND LOCATION *(City and State)*
West Palm Beach ECR WWTP Injection Wells IW-1 through IW-7 mechanical integrity testing, West Palm Beach Florida

(2) YEAR COMPLETED
PROFESSIONAL SERVICES: December 2012

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☐ Check if project performed with current firm

Served as project manager for mechanical integrity testing of injection wells IW-1 through IW-7. Project included preparation of testing plan, technical specifications, field and reporting services. Consulting fees were $75,000. Project manager.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
David F. Holtz, PE, BCEE	**Engineering Manager**	a. TOTAL **30**	b. WITH CURRENT FIRM **10**

15. FIRM NAME AND LOCATION *(City and State)*
Holtz Consulting Engineers, Inc.
Jupiter, Florida

HCE

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
BS Environmental Engineer, UF, 1985 ME Environmental Engineer, UF, 1987	PE/Florida, Environmental Engineering

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Board Certified Environmental Engineer by American Academy of Environmental Engineers

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION (City and State)
PSL James E Anderson, Southtport, and Westport Mechanical Intengrity Tests
Port St. Lucie, FL

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2015	N/A

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm

HCE and MHC assisted the City of Port St. Lucie with the performance of mechanical integrity testing for three deep injection wells. The deep well systems were located at a wastewater treatment plant, a wastewater master repump facility, and a water treatment plant. The work included the preparation of a plan and technical specifications, assistance with contractor selection, MIT field services, and preparation of MIT testing reports.

b.

(1) TITLE AND LOCATION *(City and State)*
MCU Tropical Farms and North W/WWTP Deep Injection Well Permitting and Improvements
Stuart and Jensen Beach, FL

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2015	2015

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE ☒ Check if project performed with current firm

HCE and MHC developed a repair for a leak in the deep injection well packer at the base of the injection tubing for Injection Well No. 2 (IW-2) located at the MCU North Water/Wastewater Treatment Plant in Jensen Beach FL. HCE conducted site visits and meetings with the FDEP UIC and procured a permit for the repair. HCE and MHC performed construction oversight during the repair. HCE also designed, bid, and provided construction assistance for the replacement of valves and piping and the well head as well as the replacement of 12-inch, 16-inch, and 20-inch pipe transferring water to IW-2.

HCE and MHC also replaced two monitor tubes with a dual-zone monitor well at the North WWTP. The work included the design, permitting, bidding, and construction oversight and monitoring. The dual-zone monitor well was designed to utilize existing shallow groundwater pad monitor wells and an existing concrete containment slab. Value engineering was performed with the contractor and owner. The existing monitor tubes were abandoned after the new monitor well was placed into service.

HCE and MHC also successfully renewed the FDEP operating permits for both the North and Tropical Farms Deep Injection Well Systems. The Tropical Farms permit renewal included performing mechanical integrity tests on both of the deep wells.

c.

(1) TITLE AND LOCATION *(City and State)*
ECRWRF Deep Injection Well Mechanical Integrity Testing and Monitor Well Replacement
West Palm Beach, FL

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2015	N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE ☒ Check if project performed with current firm

HCE and MHC assisted the East Central Regional Water Reclamation Facility with the performance of mechanical integrity testing for seven deep injection wells. The work included the preparation of a plan and technical specifications, assistance with contractor selection, MIT field services, and preparation of MIT testing reports.

HCE and MHC also replaced an existing dual-zone monitor well with a new lower-zone monitor well for Injection Well IW-2. The work included the design, permitting, bidding, and construction oversight and monitoring. The lower-zone monitor well was designed to utilize two existing shallow groundwater pad monitor wells.

	(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	FPL West County Energy Center Deep Injection Well System **West Palm Beach, FL**	PROFESSIONAL SERVICES 2009	CONSTRUCTION *(If applicable)* 2009
d.	(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE ☒ Check if project performed with current firm HCE and MHC teamed together for the design, permitting, testing, and construction oversight for one exploratory well, two deep injection wells, and a dual-zone monitoring well at the WCEC. The deep injection wells will be used as a means of disposing of cooling water from the three electrical production units located at the WCEC. The exploratory well was constructed first to confirm the geology at this site was conducive to deep-well injection. The exploratory well was converted to an injection well and a second injection well and dual-zone monitoring well were constructed adjacent to the initial well. HCE designed and oversaw the construction of the well heads, containment pads, surge tanks, and other appurtenances, as well as being the Engineer-of-Record for the deep well system.		

	(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	FPUA Island Water Reclamation Facility Injection Well Permitting and Improvements **Fort Pierce, FL**	PROFESSIONAL SERVICES 2014	CONSTRUCTION *(If applicable)* 2014
e.	(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE ☒ Check if project performed with current firm HCE provided engineering support to MHC for providing professional services for mechanical integrity testing (MIT) of the deep injection wells at the FPUA Island Water Reclamation Facility (IWRF) and the Henry A. Gahn Water Treatment Facility and dual-zone monitor wellhead replacement at the IWRF. The project included the preparation and submittal of a MIT plan for each injection well, preparation of technical specifications, bid services, field services during testing of the wells and preparation of reports providing an interpretation of the testing results. HCE also assisted with engineering services for the replacement of the corroded wellhead at the IWRF with new stainless steel wellhead, pumps, and instruments.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Curtis D. Robinson, PE	**Project Engineer**	a. TOTAL **13**	b. WITH CURRENT FIRM **7**

15. FIRM NAME AND LOCATION *(City and State)*
Holtz Consulting Engineers, Inc.
Jupiter, Florida

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
B.S. Civil Engineering, MST, 2001 M.S. Engineering Management, MST, 2003	PE/Florida, Civil Engineering

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
Certified Bentley WaterCAD Master Modeler

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
PSL James E Anderson, Southtport, and Westport Mechanical Intengrity Tests **Port St. Lucie, FL**	2015	N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE ☒ Check if project performed with current firm

HCE and MHC assisted the City of Port St. Lucie with the performance of mechanical integrity testing for three deep injection wells. The deep well systems were located at a wastewater treatment plant, a wastewater master repump facility, and a water treatment plant. The work included the preparation of a plan and technical specifications, assistance with contractor selection, MIT field services, and preparation of MIT testing reports.

b.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
MCU Tropical Farms and North W/WWTP Deep Injection Well Permitting and Improvements **Stuart and Jensen Beach, FL**	2015	2015

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE ☒ Check if project performed with current firm

HCE and MHC developed a repair for a leak in the deep injection well packer at the base of the injection tubing for Injection Well No. 2 (IW-2) located at the MCU North Water/Wastewater Treatment Plant in Jensen Beach FL. HCE conducted site visits and meetings with the FDEP UIC and procured a permit for the repair. HCE and MHC performed construction oversight during the repair. HCE also designed, bid, and provided construction assistance for the replacement of valves and piping and the well head as well as the replacement of 12-inch, 16-inch, and 20-inch pipe transferring water to IW-2.

HCE and MHC also replaced two monitor tubes with a dual-zone monitor well at the North WWTP. The work included the design, permitting, bidding, and construction oversight and monitoring. The dual-zone monitor well was designed to utilize existing shallow groundwater pad monitor wells and an existing concrete containment slab. Value engineering was performed with the contractor and owner. The existing monitor tubes were abandoned after the new monitor well was placed into service.

HCE and MHC also successfully renewed the FDEP operating permits for both the North and Tropical Farms Deep Injection Well Systems. The Tropical Farms permit renewal included performing mechanical integrity tests on both of the deep wells.

c.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
FPL Okeechobee Clean Energy Center Deep Injection Wells **Okeechobee, FL**	Ongoing	Ongoing

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE ☒ Check if project performed with current firm

HCE and MHC are in the process of designing, permitting, testing, and providing construction oversight for one exploratory well, two deep injection wells, and a dual-zone monitoring well at the facility. The deep injection wells will be used as a means of disposing of cooling water from the electrical production units located at the facility. The exploratory well will be constructed first to confirm the geology at this site is conducive to deep-well injection. The exploratory well will be converted to an injection well and a second injection well and dual-zone monitoring well will be constructed adjacent to the initial well.

	(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	ECRWRF Deep Injection Well Mechanical Integrity Testing and Monitor Well Replacement **West Palm Beach, FL**	PROFESSIONAL SERVICES 2015	CONSTRUCTION *(If applicable)* 2015
d.	(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE HCE and MHC assisted the East Central Regional Water Reclamation Facility with the performance of mechanical integrity testing for seven deep injection wells. The work included the preparation of a plan and technical specifications, assistance with contractor selection, MIT field services, and preparation of MIT testing reports. HCE and MHC also replaced an existing dual-zone monitor well with a new lower-zone monitor well for Injection Well IW-2. The work included the design, permitting, bidding, and construction oversight and monitoring. The lower-zone monitor well was designed to utilize two existing shallow groundwater pad monitor wells.	☒ Check if project performed with current firm	

	(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	FPL Turkey Point Power Plant Deep Injection Well System **Homestead, FL**	PROFESSIONAL SERVICES 2014	CONSTRUCTION *(If applicable)* 2014
e.	(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE HCE teamed with MHC for the design, permitting, testing, and construction oversite for one exploratory well and a dual-zone monitor well at the FPL Turkey Point Power Plant. This well will be used to determine if the geology of the area is suitable for the deep injection of power plant cooling water. If it is suitable, the exploratory well will be converted to an injection well and up to eleven additional injection wells and five more monitoring wells will also be permitted, designed and constructed at the site.	☒ Check if project performed with current firm	

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER 1

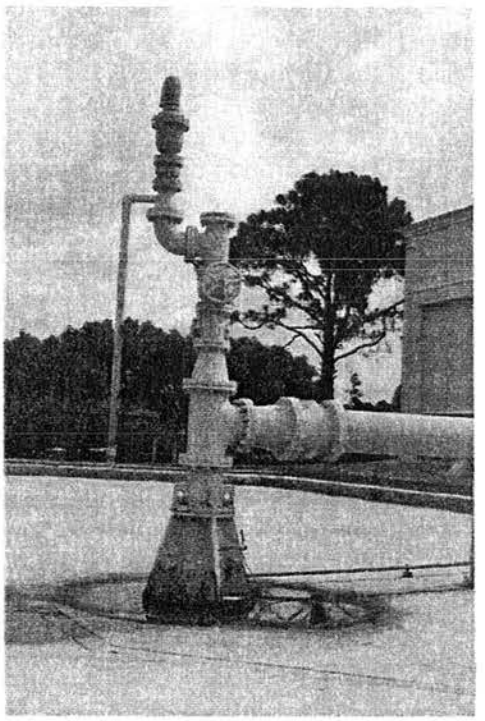
21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Northport Injection Well System Operating Permit Renewal **Port St. Lucie, Florida**	December, 2015	

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Port St. Lucie	Richard Schoenborn, P.E.	772-873-6485

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

McNabb Hydrogeologic Consulting, Inc. provided professional services for the renewal of the Northport Wastewater Treatment Facility injection well system. The permit renewal application included an Area of Review, identifying all wells within a 2-mile radius of the injection well system, tables and graphs of the previous 5 years of operating and monitoring data with interpretation and local and regional geologic and hydrogeologic cross sections. One Request for Additional Information (RAI) was issued by FDEP and a response was promptly prepared and submitted. We worked closely with the one of the City's Professional Engineers (Richard Schoenborn) during the preparation of the application and Mr. Schoenborn served as the Professional Engineer of Record for the application, resulting in significant savings to the City. The final permit was obtained only 155 days after submittal of the permit application.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	McNabb Hydrogeologic Consulting, Inc.	Jupiter, Florida	Project Manager

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER 2

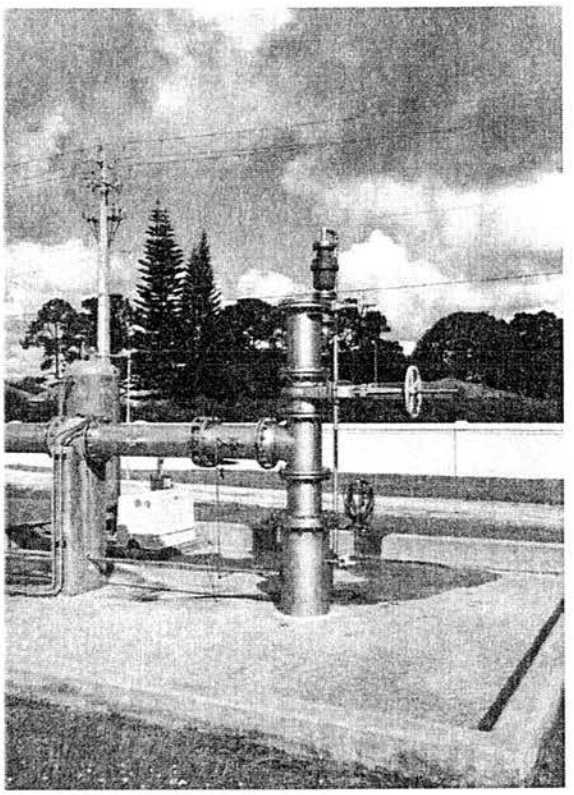
21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Prineville WTP Injection Well System Mechanical Integrity Testing, Port St. Lucie, Florida	December, 2015	

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Port St. Lucie	Richard Schoenborn, P.E.	772-873-6485

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

McNabb Hydrogeologic Consulting, Inc. provided professional services for Mechanical Integrity Testing (MIT) of the City's Prineville Water Treatment Plant injection well system. The project included the preparation of an MIT plan for submittal and acceptance by FDEP, preparation of technical specifications, field observation services during testing, coordination with FDEP to witness well pressure testing and preparation of an MIT report summarizing and interpreting the testing procedures and results. Testing was completed on November 4, 2015 – well ahead of the December 15, 2015 due date. The testing was completed in only 2 days, allowing the reverse-osmosis water treatment plant to resume normal operations quickly. There were no change orders associated with this project and the MIT report was submitted to FDEP on December 10, 2015.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	McNabb Hydrogeologic Consulting, Inc.	Jupiter, Florida	Project Manager

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER 3

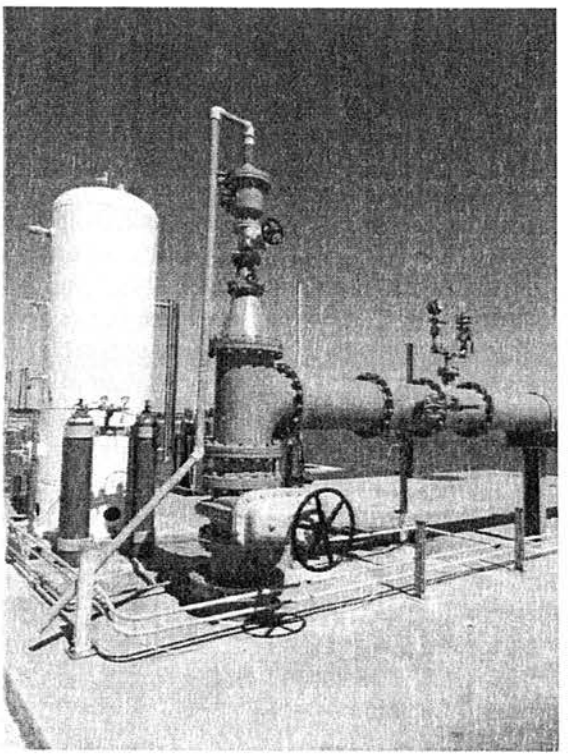
21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
FPL West County Energy Center Injection Well System Operating Permit Renewal, Loxahatchee, Florida	March 2016	

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Florida Power & Light	Susan Mazur	561-904-4907

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

McNabb Hydrogeologic Consulting, Inc. teamed with Holtz Consulting Engineers, Inc. to provide injection well system operating permit renewal professional services for Florida Power & Light's (FPL) West County Energy Center in Loxahatchee, Florida. The injection well system consists of 2 Class I Industrial deep injection wells and a dual-zone monitor well. The permit renewal application was submitted to FDEP on November 3, 2015 and the final permit was received on March 1, 2016 – just 119 days after the application was submitted. David Holtz, P.E./Holtz Consulting Engineers, Inc., served at the Professional Engineer of Record for this project. FPL has used McNabb Hydrogeologic Consulting, Inc., with Holtz Consulting Engineers, Inc. serving as a subconsultant, for every injection well related project – from design and permitting, to construction management, MITs and permit renewals – they have performed in Florida. This lengthy relationship is testimony to the high quality of service, extremely competitive pricing, and attentiveness to our clients provided by our firm.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	McNabb Hydrogeologic Consulting, Inc.	Jupiter, Florida	Project Manager

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER 4

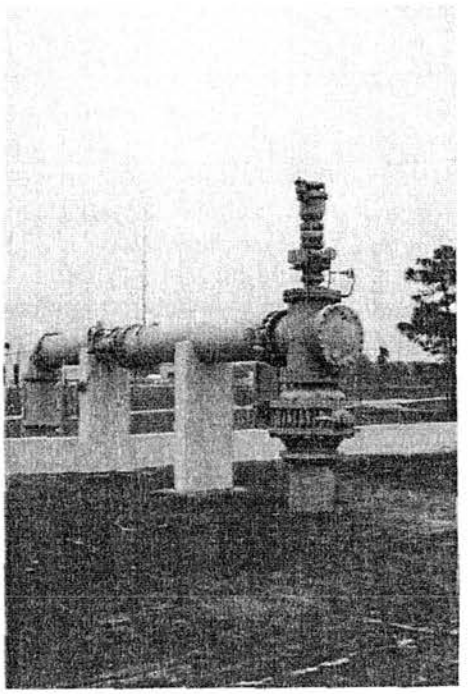
21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
East Central Regional Water Reclamation Facility Injection Well System MITs – West Palm Beach, Florida	February 2013	

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
West Palm Beach	Clifford Sanders	561-835-7406

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

McNabb Hydrogeologic Consulting, Inc. teamed with Holtz Consulting Engineers, Inc. to provide injection well system mechanical integrity testing professional services for the City of West Palm Beach East Central Regional Water Reclamation Facility. The injection well system consists of 7 Class I Municipal injection wells and 7 dual-zone monitor wells. Testing required close coordination with the testing contractor and the plant personnel to ensure disposal capacity was maintained throughout the testing period. When water quality data from the lower zone of the dual-zone monitor well DZMW-2 showed a clear trend of freshening (indicative of upward fluid migration of injected fluids), McNabb Hydrogeologic Consulting, Inc. correctly interpreted the data as a potential hole in the lower monitor zone casing, allowing fresher water from the upper monitor zone to mix with water from the lower zone. A cost effective plan was developed and successfully demonstrated the presence of the suspected hole in the lower casing – avoiding costly testing on the injection well. The contractor fee for the project was $203,000. Holtz Consulting Engineers, Inc. served as the Professional Engineer of Record for this project.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	McNabb Hydrogeologic Consulting, Inc.	Jupiter, Florida	Project Manager

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER 5

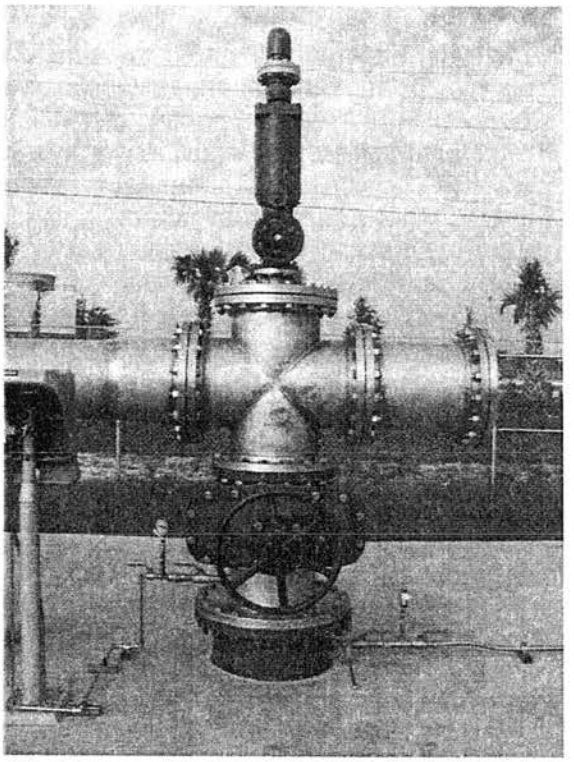
21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
FPUA Mainland Water Reclamation Facility Injection Well System Operating Permit Renewal, Ft. Pierce, Florida	August 2015	

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Ft. Pierce Utilities Authority	Valerie Schulte	772-466-1600

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

McNabb Hydrogeologic Consulting, Inc. provided injection well system operating permit renewal professional services for the Ft. Pierce Utilities Authority Mainland Water Reclamation Facility. The injection well system is used for disposal of cooling tower blowdown from the Treasure Coast Energy Center and landfill leachate from the St. Lucie County Bailing and Recycling Center. The permit renewal application included an Area of Review, identifying all wells within a 2-mile radius of the injection well system, tables and graphs of the previous 5 years of operating and monitoring data with interpretation and local and regional geologic and hydrogeologic cross sections. The permit renewal application was submitted on February 17, 2015 and the final permit was issued on August 5, 2015 – just 169 days after the application was submitted.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	McNabb Hydrogeologic Consulting, Inc.	Jupiter, Florida	Project Manager

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER 6

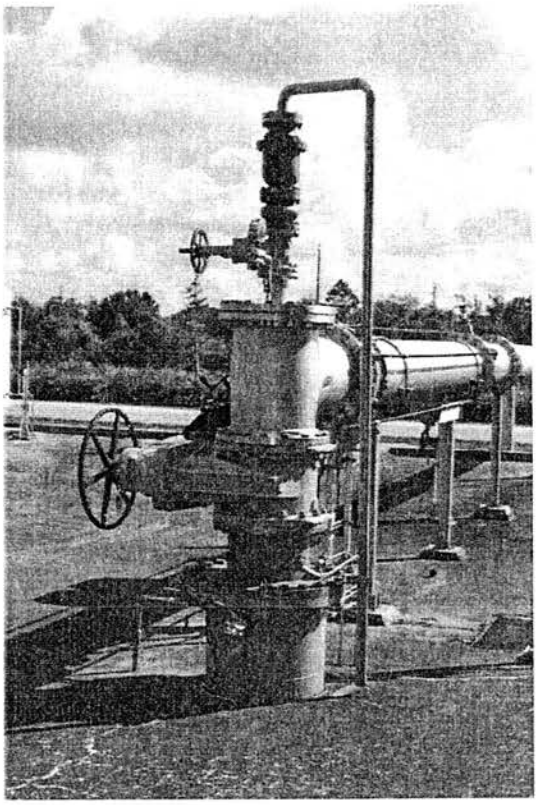
21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Martin County Utilities Tropical Farms W/WWTF Injection Well System Operating Permit Renewal, Stuart, Florida	March 2015	

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Martin County Utilities	Daryl Schuler	772-223-7957

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

McNabb Hydrogeologic Consulting, Inc. teamed with Holtz Consulting Engineers, Inc. to provide injection well system operating permit renewal professional services for the Martin County Utilities Tropical Farms Water/Wastewater Treatment Facility. The injection well system (designed, permitted and construction management provided by David McNabb while employed by others) is used for disposal of reverse-osmosis concentrate and treated wastewater. The system consists of 2 deep injection wells and 1 dual-zone monitor well. The permit renewal application included an Area of Review, identifying all wells within a 3-mile radius of the injection well system, tables and graphs of the previous 5 years of operating and monitoring data with interpretation and local and regional geologic and hydrogeologic cross sections. The permit renewal application was submitted to FDEP on September 16, 2014 and the final permit was issued on March 5, 2015 – just 170 days after the application was submitted. Holtz Consulting Engineers, Inc. served as the Professional Engineer of Record for this project.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	McNabb Hydrogeologic Consulting, Inc.	Jupiter, Florida	Project Manager

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER 7

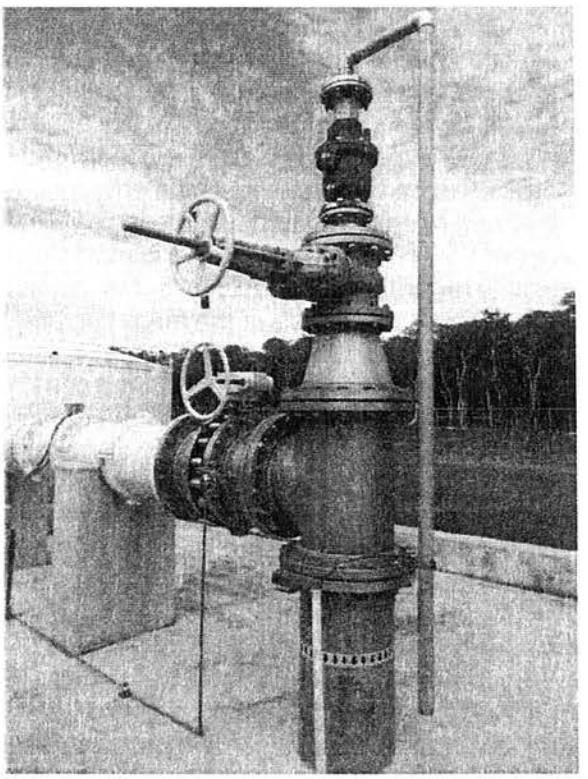
21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
City of Key West Injection Well System MIT, Key West, Florida	December 2014	

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Key West	Elizabeth Ignoffo	305-809-3966

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

McNabb Hydrogeologic Consulting, Inc. provided injection well system mechanical integrity testing professional services for the City of Key West Wastewater Treatment Facility. The injection well system consists of 2 Class I Municipal injection wells and 1 dual-zone monitor well (designed, permitted and construction oversight provided by David McNabb while employed by others). McNabb Hydrogeologic Consulting, Inc. provided an alternative to publically bidding the testing work in the form of setting the City up with a piggyback contract when favorable pricing for a similar project was identified. This resulted in a savings to the City of an estimated $15,000. The project also included brushing the interior of the injection well casing to reduce injection pressures that had been increasing over time as a result of material buildup on the inside of the well casing. The testing was completed ahead of the due date with no change orders. The contractor fee for the project was $67,570.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	McNabb Hydrogeologic Consulting, Inc.	Jupiter, Florida	Project Manager

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER 8

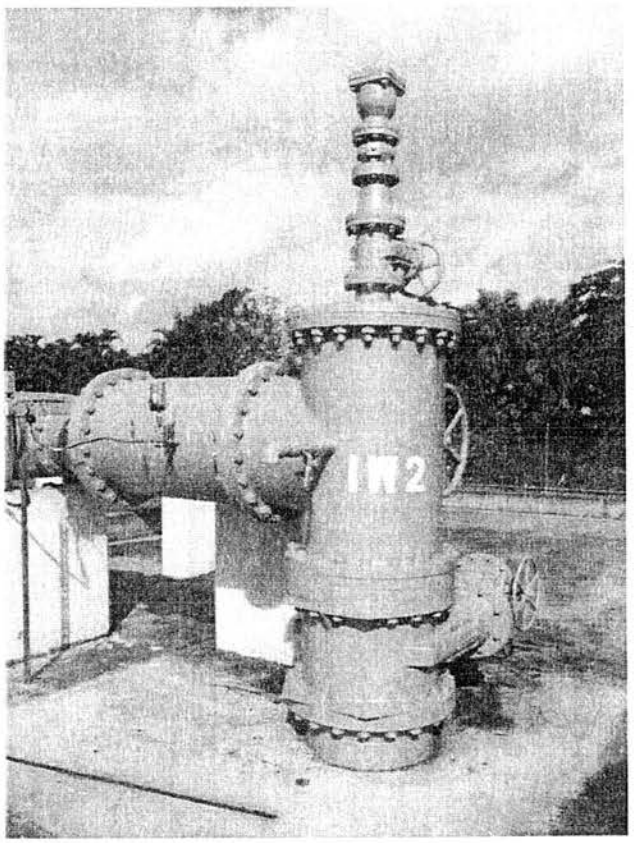
21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
FPUA Mainland Water Reclamation Facility Injection Well System Permit Modification, Ft. Pierce Florida	October 2014	

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Ft. Pierce Utilities Authority	Bo Hutchinson	772-466-1600

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

McNabb Hydrogeologic Consulting, Inc. provided injection well system operating permit modification services for the Ft. Pierce Utilities Authority (FPUA) Mainland Water Reclamation Facility. Injection well IW-1 was experiencing increased wellhead pressures partially related to the presence of solids that had been pumped down the well. FPUA desired to backlow IW-1 to allow the solids to flow out of the well to lower the wellhead pressures, however, there was no way to dispose of the large volume of water that would be discharged from the well during backflowing. Injection well IW-2 was constructed at the same time as IW-1, but was never placed into service and was not permitted for disposal of fluids. McNabb Hydrogeologic Consulting, Inc. suggested using IW-2 for the disposal of the backflow fluids. A permit modification was prepared and submitted to FDEP for review and approval. The application was submitted on October 12, 2014 and the permit modification was issued on October 23, 2014, just 11 days after the application was submitted. FPUA was then able to install temporary piping on IW-2 to allow the fluids backflowed from IW-1 to be injected down IW-2, resulting in lowered wellhead operation pressure.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	McNabb Hydrogeologic Consulting,	Jupiter, Florida	Project Manager

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER 9

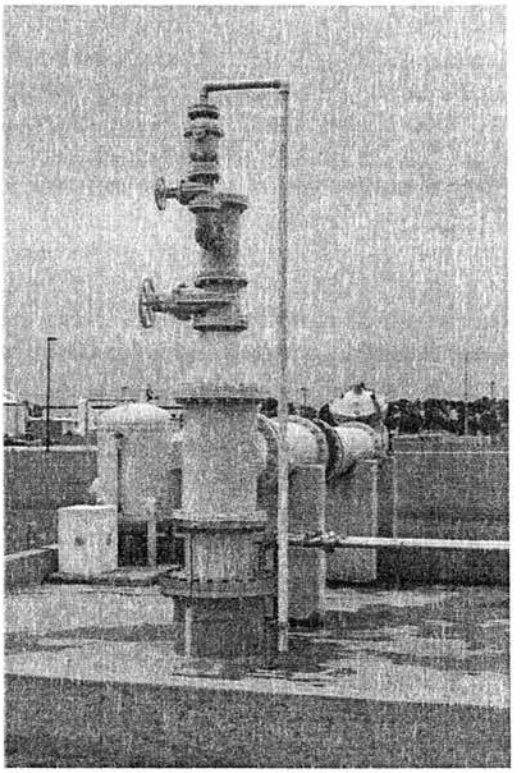
21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
Port St. Lucie Glades WWTF Injection Well System MIT, Port St. Lucie Florida	PROFESSIONAL SERVICES December 2013	CONSTRUCTION *(If applicable)*

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Port St. Lucie	Richard Schoenborn	772-873-6485

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

McNabb Hydrogeologic Consulting, Inc. provided professional services for Mechanical Integrity Testing (MIT) of the City's Glades Wastewater Treatment Facility injection well system. The project included the preparation of an MIT plan for submittal and acceptance by FDEP, preparation of technical specifications, field observation services during testing, coordination with FDEP to witness well pressure testing and preparation of an MIT report summarizing and interpreting the testing procedures and results. Testing was completed on November 6, 2013 – well ahead of the December 18, 2013 due date. The testing was completed in only 2 days, allowing the facility to resume normal treated wastewater disposal operations. There were no change orders associated with this project and the MIT report was submitted to FDEP on December 5, 2013. The contractor fee of the project was



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	McNabb Hydrogeologic Consulting, Inc.	Jupiter, Florida	Project Manager

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER 10

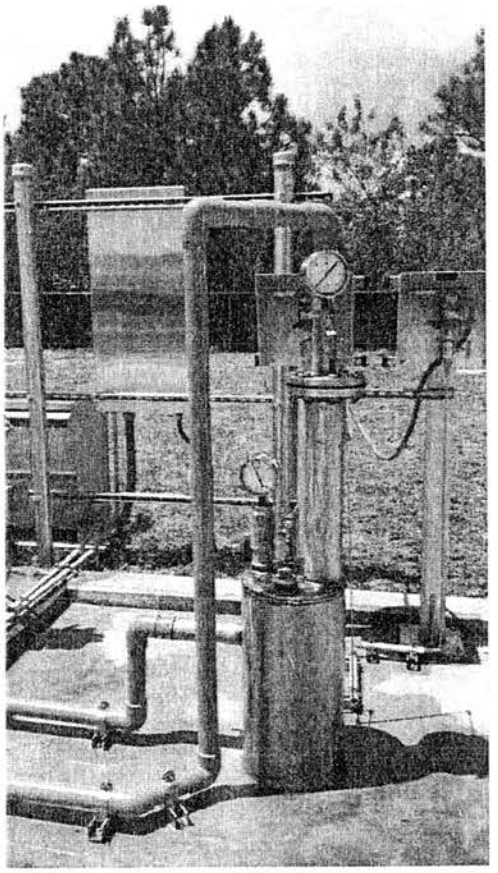
21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Martin County Utilities North W/WWTF Monitor Well Replacement, Jensen Beach, Florida	September 2015	September 2015

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Martin County Utilities	Daryl Schuler	772-223-7957

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

McNabb Hydrogeologic Consulting, Inc. teamed with Holtz Consulting Engineers, Inc. to provide professional services for the design, permitting, bidding, construction oversight, and reporting for the construction of a dual-zone monitor well at the Martin County Utilities North Water/Wastewater Treatment Facility. A replacement monitor well was then successfully installed within 150 of the existing injection well. The new well design included a fiberglass reinforced pipe final casing to prevent material from building up inside the casing and causing the same problem the resulted in the old well needing to be replaced. We also provided professional services for the plugging and abandonment of the old dual-zone monitor well. The lower zone of the old monitor well had plugged off with material and was unable to be repaired due to the small diameter of the lower zone casing (2-⅞ inches). McNabb Hydrogeologic Consulting, Inc. prepared a plugging and abandonment plan and specifications for submittal and acceptance by FDEP. The well was then successfully plug and abandoned. The combined construction cost of the replacement dual-zone monitor well and the plug and abandonment of the old well was $919,994. Holtz Consulting Engineers, Inc. provided design and Professional Engineer of Record services for this project.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	McNabb Hydrogeologic Consulting, Inc.	Jupiter, Florida	Project Manager

G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

26. NAMES OF KEY PERSONNEL (From Section E, Block 12)	27. ROLE IN THIS CONTRACT (From Section E, Block 13)	28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below before completing table. Place "X" under project key number for participation in same or similar role.)									
		1	2	3	4	5	6	7	8	9	10
David McNabb, P.G.	Project Manager	X	X	X	☐	X	X	X	X	X	X
Sally Durall	Senior Geologist	X	X	X	☐	X	X	X	X	X	X
David McNabb, P.G.	Project Hydrogeologist	☐	☐	☐	X	☐	☐	☐	☐	☐	☐
Sally Durall	Project Manager	☐	☐	☐	X	☐	☐	☐	☐	☐	☐
David Holtz, P.E.	Engineer of Record	☐	☐	X	X	☐	☐	☐	☐	☐	☐
Curtis Robinson, P.E.	Engineer of Record	☐	☐	☐	☐	☐	X	☐	☐	☐	X
		☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
		☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
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29. EXAMPLE PROJECTS KEY

NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)	NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)
1	Port St. Lucie Northport Inj. Well System Op. Permit Renewal	6	Martin County Utilities Tropical Farms W/WWTF Inj. Well System Op. Permit Renewal
2	Port St. Lucie Prineville WTP MIT	7	City of Key West WWTP MITs
3	Florida Power & Light WCEC Inj. Well System Op. Permit Renewal	8	Coral Springs Improvement District WWTP Inj. Well System Op. Permit Renewal
4	West Palm Beach ECR Water Reclamation Facility MITs	9	Port St. Lucie Glades WWTF MIT
5	Ft. Pierce Utilities Authority MWRF Inj. Well System Op. Permit Renewal	10	Martin County Utilities North W/WWTF Dual-Zone Monitor Well Replacement

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE	32. DATE
	May 19, 2016

33. NAME AND TITLE

David McNabb/President

ARCHITECT ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER *(If any)*
E-Bid#20160104

PART II - GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (OR BRANCH OFFICE) NAME McNabb Hydrogeologic Consulting, Inc.		3. YEAR ESTABLISHED 2006	4. DUNS NUMBER 837954994
2b. STREET 4600 Military Trail, Suite 116		5. OWNERSHIP	
2c. CITY Jupiter	2d. STATE Florida	2e. ZIP CODE 33458	a. TYPE Corporation
6a. POINT OF CONTACT NAME AND TITLE David McNabb, P.G., President			b. SMALL BUSINESS STATUS n/a
6b. TELEPHONE NUMBER 561-891-0763	6c. E-MAIL ADDRESS david@mcnabbhydroconsult.com		7. NAME OF FIRM *(If block 2a is a branch office)* n/a

8a. FORMER FIRM NAME(S) *(If any)*	8b. YR. ESTABLISHED	8c. DUNS NUMBER

9. EMPLOYEES BY DISCIPLINE

a. Function Code	b. Discipline	c. No. of Employees (1) FIRM	c. No. of Employees (2) BRANCH
30	Geologist/Hydrogeologist	2	
	Other Employees		
	Total		

10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

a. Profile Code	b. Experience	c. Revenue Index Number *(see below)*
C15	Construction Management	3
S04	Sewage Collection, Treatment, Disposal	2
W02	Water Resources, Hydrology, Groundwater	2

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS

(Insert revenue index number shown at right)

a. Federal Work		1
b. Non-Federal Work		3
c. Total Work		3

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

1. Less than $100,000.
2. $100,000 to less than $250,000
3. $250,000 to less than $500,000
4. $500,000 to less than $1 million
5. $1 million to less than $2 million
6. $2 million to less than $5 million
7. $5 million to less than $10 million
8. $10 million to less than $25 million
9. $25 million to less than $50 million
10. $50 million or greater

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE

b. DATE
May 19, 2016

Word version @ Forms in Word (www.formsinword.com), for single branch use only

ARCHITECT ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER *(If any)*
N/A

PART II - GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (OR BRANCH OFFICE) NAME
Holtz Consulting Engineers. Inc.

3. YEAR ESTABLISHED
2006

4. DUNS NUMBER
781047787

2b. STREET
270 South Central Boulevard, Suite 207

2c. CITY
Jupiter

2d. STATE
Florida

2e. ZIP CODE
33458

5. OWNERSHIP

a. TYPE
S Corporation

b. SMALL BUSINESS STATUS
M/WBE Owned Small Business

6a. POINT OF CONTACT NAME AND TITLE
Andrea Holtz, PE
President

6b. TELEPHONE NUMBER
(561) 575-2005

6c. E-MAIL ADDRESS
andrea.holtz@holtzconsulting.com

7. NAME OF FIRM *(If block 2a is a branch office)*

8a. FORMER FIRM NAME(S) *(If any)*

8b. YR. ESTABLISHED

8c. DUNS NUMBER

9. EMPLOYEES BY DISCIPLINE

a. Function Code	b. Discipline	c. No. of Employees (1) FIRM	c. No. of Employees (2) BRANCH
08	CADD Designer/Drafter	3	
12	Civil Engineer	4	
23	Environmental Engineer	5	
02	Administrative	1	
16	Construction Manager	1	
	Other Employees		
	Total	13	

10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

a. Profile Code	b. Experience	c. Revenue Index Number *(see below)*
C15	Construction Management	3
D04	Design-Build – Preparation of Requests for Proposals	1
S04	Sewage Collection, Treatment & Disposal	4
W02	Water Resources, Hydrology & Ground Water	1
W03	Water Supply, Treatment & Distribution	3
	Deep Well Injection Permitting, Design & Testing	1
	Grant Writing	1

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS

(Insert revenue index number shown at right)

a. Federal Work	1
b. Non-Federal Work	5
c. Total Work	5

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

1. Less than $100,000.
2. $100,000 to less than $250,000
3. $250,000 to less than $500,000
4. $500,000 to less than $1 million
5. $1 million to less than $2 million
6. $2 million to less than $5 million
7. $5 million to less than $10 million
8. $10 million to less than $25 million
9. $25 million to less than $50 million
10. $50 million or greater

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE

b. DATE
May 18, 2016

c. NAME AND TITLE
Andrea P. Holtz, President

20160104

SOLICITATION REQUEST

Department: Utility Systems Department Technical Specialist: Richard Schoenborn Extension: 6485

Item/Description of Work Summary: (This is the scope of work and is not to be included in the technical specifications) *Professional Services for assisting the City with compliance with State regulatory requirements for the City's water and wastewater system injection wells.*

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

Date plans received approval by City Building Department *N/A*
Estimated time frame for completion of project after award *FY 2016: $25,000 FY 2017: 120,000*
Replacement: [ ] Yes [X] No Total Project Budgeted Amount: _____
If professional services what is the estimated construction cost $0 New Construction Any grant funds being used for consultants $0 construction $0 Type of Grant *N/A*
Liquidated damages amount (for construction only); $1000 / day
If not budgeted, authorization from Director of PMD is required.

Account Number	Fund	Cost Center	Object Code	Project

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? *N/A*

If work is in water, what is the depth? *N/A* Is the water navigable? *N/A*

If this is a building, how many stories? *N/A*

Department Head Approval

3/18/16
Date

3/18/2016

Notice # 1
RFP # 20160104
Notice Date: June 1, 2016

Bid Name: Professional Services for assisting the City with Regulatory Compliance for Injection Wells

The evaluation committee met June 1, 2016 at 2:00 pm and selected the following firms and time schedule for the Question and Answer session on June 8, 2016.

AECOM Technical Services, Inc.	10:00 a.m.
Ardaman & Associates, Inc.	10:30 a.m.
McNabb Hydrogeologic Consulting, Inc.	11:00 a.m.

The sessions will be held in the OMB Conference Room #390, located in Building A, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984.

The session format shall be 5 minutes for team introductions, 15 minutes for the questions and 5 minutes for additional discussion.

A Public Meeting will commence at the conclusion of the final session for the committee to select the firm for the award recommendation to City Council.

Notice # 2
RFP # 20160104
Notice Date: June 3, 2016

Bid Name: Professional Services for assisting the City with Regulatory Compliance for Injection Wells

The Q & A for June 8, 2016 has been postponed until further notice.

A Public Meeting has been scheduled for Wednesday June 8, 2016 @ 10:00 a.m. to review the selected firms for the Questions & Answer session.

Notice # 3
RFP # 20160104
Notice Date: June 8, 2016

Bid Name: Professional Services for assisting the City with Regulatory Compliance for Injection Wells

The evaluation committee met on June 8, 2016 at 10:00 a.m. at a Public Meeting and selected the following firms and time schedule for the Question and Answer session on June 22, 2016.

Ardaman & Associates, Inc.	10:00 a.m.
AECOM Technical Services, Inc.	10:30 a.m.
McNabb Hydrogeologic Consulting, Inc.	11:00 a.m.
L.S. Sims	11:30 a.m.

The sessions will be held in the OMB Conference Room #390, located in Building A, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984.

The session format shall be 5 minutes for team introductions, 15 minutes for the questions and 5 minutes for additional discussion.

A Public Meeting will commence at the conclusion of the final session for the committee to select the firm for the award recommendation to City Council.

"A City for All Ages"

SEALED ELECTRONID REQUEST FOR PROPOSAL (E-RFP) DOCUMENTS

FOR
CITY OF PORT ST. LUCIE

E-Bid#20160104
Professional Services for Assisting the City with Regulatory Compliance for Injection Wells

Prepared By:
Gina Jolly, Buyer
Procurement Management Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099
772-344-4055
gjolly@cityofpsl.com

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INVITATION TO E-BID

This is an Electronic Request for Proposal #20160104. The City of Port St. Lucie (City) requires **Professional Services for Assisting the City with Regulatory Compliance for Injection Wells Including:**

1. Renewal of operating permits
2. Mechanical integrity testing (MIT)
3. State of Florida environmental regulatory issues planning and methods assistance

The City (City) of Port St. Lucie owns a water and wastewater utility system that includes two water treatment plants and two wastewater treatment facilities. Together, the four facilities serve a population of over 175,000 residents. The Utility's treatment facility system includes six different deep injection wells for liquid waste disposal. The wells are all permitted and regulated under the State of Florida's Underground Injection Control (UIC) system which is administered through the Florida Department of Environmental Protection (FDEP).

Current State of Florida licensed Professional Geologist is required.

Proposals for the project will be received by the City of Port St. Lucie, via Demandstar, in the Procurement Management Department, no later than **May 17, 2016 @ 10:00:00 a.m.EST.**

All submittals must be received by the date and time specified above, when they will be opened and the names publicly read aloud. The proposal time must be and shall be scrupulously observed. Under no circumstances shall submittals uploaded to Demandstar.com after the time specified be accepted or considered. It is the sole responsibility of the Proposer to ensure that his or her submittal is uploaded on or before the closing date and time. The City shall in no way be responsible for delays caused by any power outages or internet failures. No exceptions will be made.

Electronic replies will be the **only** method allowed for Bidders to respond to this solicitation. All submittals must be compatible with Microsoft Office 2007 and pdf. All must be contained in two (2) files, and in the order specified under title **SUBMITTAL OF E-RFP subpart D & E**. E-Bidding will be done through a secure locked box. Bidders can only view/submit their E-RFP and will not have access to any other Bidder's submittals. The Bidder's E-RFP 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-RFPs. Bidders who are E-Bidding for the first time are strongly encouraged to contact Demandstar at (800) 711-1712 or obtain assistance by e-mailing questions to supplierservices@onvia.com.

All questions related to the Request for Proposal must be directed to Gina Jolly in the Procurement Management Department. She can be reached at (772) 344-4055. Questions shall be submitted in writing, at least **five (5)** days prior to the RFP opening, if possible. Questions may be emailed to gjolly@cityofpsl.com. To ensure fair consideration for all Proposers, it must be clearly understood that Ms. Jolly is the only individual who is authorized to represent the City. Questions submitted to any other person in any other department will not be addressed. Additionally, the City prohibits communications initiated by a Proposer to **any** City Official or employee evaluating or considering the Request for Proposals **(up to and including the Mayor and City Council)**, from the request of

solicitation of the proposal to the time an award decision has been made, and a Contract has been executed.

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

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

Documents required for this E-RFP: Completed Questionnaire, Certified Minority Business Certificate (if applicable), W9, current Certificate of Insurance, Applicable current licenses (State of Florida Licensed Professional Geologist), Drug Free Workplace Form, Checklist, and Form 330.

CAUTION: ***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.***

SUBMITTAL OF E-RFP

All proposals shall be submitted by completing and returning the Questionnaire and form 330 (from proposing firm only, no sub Engineers/subcontractors). The Questionnaire should be typed or printed and signed in ink. All submittals are required to be electronic via DemandStar and be contained in two (2) files. **No** hard copies will be accepted.

A. Request Bid Specifications, #20160104 from Onvia, via phone 800-711-1712 or via internet www.cityofpsl.com

B. Download the Questionnaire and save to your hard drive, program is in Word 2007 Professional. Enter information requested on the Questionnaire.

C. Electronically sign the Questionnaire where indicated.

D. Upload in two (2) pdf files as follows: File # 1-Upload and submit the Questionnaire for E-RFP #20160104, Certified Minority Business Certificate (if applicable), W9, current Certificate of Insurance, Certified Geologist in the State of Florida License, Drug Free Workplace Form, and E-RFP checklist, onto Demandstar in one file by the due date and time. Acknowledge all Addenda on the Questionnaire.

E. File # 2- Submit Form 330 in a separate file.

F. Enter Zero on the web page for cost or you will receive an error message and your submittal will be denied.

G. The submittal button at the bottom of the page must be selected to complete the Bid response.

***** Only electronic replies are required. No hard copies will be accepted*****
Please try to limit each file submittal to no more than 1.5 mb

TENTATIVE SCHEDULE

It is the intent of the City to have this project completed within a limited time frame. Therefore, priority will be given to firms who recognize and display the ability to work within the restrictions of the following tentative schedule:

REVIEW AND SELECTION PROCESS

Advertisement with Onvia DemandStar	April 19, 2016
Proposal Due	May 17, 2016 10:00 a.m.
Evaluation Committee*	June 1, 2016 2:00 p.m.
Q & A**	June 8, 2016 10:00 a.m.
Tentative City Council Short List Approval	June 27, 2016
Tentative Negotiations	June 29, 2016 2:00 p.m.
Tentative City Council Contract Approval	July 11, 2016

* Committee will meet in the Conference Room (390) in the Procurement Management Department at
**Committee will meet in the Conference Room (390) in the Procurement Management Department at

EVALUATION AND AWARD

CRITERION	*MAXIMUM SCORE*
A. Location (Question 1) *	5
B. Minority Business (Question 2)	1
C. Accepts P-Card (Question 3)	4
D. Assigned Staff (Question 4,5)	50
E. Company Experience/History (Questions 6 and 7)	40
Maximum Points	**100**

* # of Miles from City Hall to Assigned Staff's Office location	# of Points
0-60	5
61-80	4
81-100	3
101-120	2
121-140	1
140+	0

The City's Procurement Management Department reserves the right to request any additional information needed for clarification from any proposer for evaluation purposes.

SPECIAL REQUIREMENTS

Collusion - The City reserves the right to disqualify E-RFPs, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Proposer. More than one (1) E-RFP 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 Proposer has an interest in more than one (1) E-RFP for the same work will be cause for rejection of all E-RFPs in which such Proposers are believed to have an interest. Any or all E-RFPs will be rejected if there is any reason to believe that collusion exists among the Proposers.

Public Entity Statement - Section 287.133 of the Florida Statutes places the following restrictions on the ability of persons convicted of public entity crimes to transact business with the City:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or Engineer under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list." § 287.133(2) (a), Fla. Stat. (2010)

E-Bid Reply Sheet/Questionnaire #20160104

Professional Services for Assisting the City with Regulatory Compliance for Injection Wells

It is understood and agreed that the following information is to be used by the City of Port St. Lucie to determine the qualifications of the personnel and firm as presented in this document. The Proposer waives any claim against the City that might arise with respect to any decision concerning the qualifications of the Proposer or the personnel of the Proposer.

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 of Port St. Lucie any pertinent information requested by the City deemed necessary to vary the information on this questionnaire.

Dated this _____ day of _____, 2016

_____

Name of Organization / Proposer

(This is a word document please add space as needed.)

1. Where is your assigned staff's office located for this project, including address, telephone, fax number, e-mail address and contact person?
   (This is a word document add lines as needed)

   Total number of staff for your firm within the Treasure Coast? _____

2. Is your firm a Certified Minority Business (yes or no)? _____

3. Will your firm accept payment by Credit Card (yes or no)? _____

4. List all proposed personnel, (to include subcontractors) assigned to this project, including title, certifications, and years of experience applicable to this project scope. Please provide personnel names who will act as a back-up in the event the assigned personnel can't be reached.

Staff/Company Name	Title	Years Experience	Licenses	Certifications	Other

(This is a word document add lines as needed)

5. List the experience of the staff assigned to this project, including sub-contractors and their applicable experience, with respect to Injection Wells, performing MIT's and Injection Well Permitting.

Staff Name	Company	Project Name & Description	Project Owner and Telephone Number

(This is a word document add lines as needed)

6. List Deep Injection Well MIT's and Permit Renewals completed in South Florida awarded by other government agencies, to your firm in past 5 years that were similar to this scope of this project.

Project	Date of Award	Responsibility	Is Work Completed?	Amount of Contract
			Total Amount	

7. Has your firm failed to complete any contract work awarded? Defaulted on a contract or had a contract canceled or terminated? If so, When and Why?
(This is a word document add lines as needed)

Please submit Form 330 in a separate file, preferably .pdf

ADDENDUM ACKNOWLEDGMENT - Proposer acknowledges that the following addenda have been received and are included in his/her proposal:

Addendum Number	Date Issued

CERTIFICATION:

This E-RFP is submitted by: Name (print) _____ who is an officer of the above firm duly authorized to sign proposals and enter into Contracts. I certify that this E-RFP is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal 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 comply with all requirements stated in the specifications for this E-RFP, and to accept the City's Contract in its entirety

I agree to abide by all conditions of this E-RFP.:

_____ _____

Signature Title

(Balance of Page Intentionally Left Blank)

THS IS A SAMPLE ONLY - DO NOT EXECUTE)**

CITY OF PORT ST. LUCIE
CONTRACT #20160104

This CONTRACT, executed this _____ day of _____, 2016, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipality of the State of Florida, hereinafter called "City" party of the first part, and *name of Engineer, address,* Telephone No. ( ) ____ Fax No. ( ) _____, hereinafter called "Engineer", party of the second part.

RECITALS

In consideration of the below agreements and covenants set forth herein, the parties agree as follows:

SECTION I
NOTICES

Project Manager: Richard M. Schoenborn, P.E., Senior Civil-Utility Engineer
Utility Engineering
City of Port St Lucie, Utility Systems Department
121 SW Port St Lucie Blvd.
Port St Lucie, FL 34984
Telephone: (772) 873-6485
Email: rshoenborn@Cityofpsl.com

City Contract Administrator: Gina Jolly, Buyer
City of Port St. Lucie Procurement Management Department
121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984
Telephone: 772-344-4055 Fax: 772-871-7337
Email: gjolly@cityofpsl.com

Engineer: _____
_____
_____
_____
_____
Email:_____

SECTION II
DESCRIPTION OF SERVICES TO BE PROVIDED

The specific work that the Engineer has agreed to perform is to provide the following:

I. SCOPE OF WORK

Injection Well System Operating Permit Renewal Services

1. Engineer shall prepare a draft Class I deep injection well operating permit renewal application with supporting information in conformance with FDEP form 62-528.900(1) – Application to Construct/Operate/Abandon Class I, III, or V Injection Well Systems.

2. Work shall include all supporting text descriptions, figures and maps including but not necessarily limited to:

   A. Text including general project description and discussion of engineering and hydrogeological data requested in FDEP form 62-528.900.
   B. Review of area wells including injection zone wells, Floridan Aquifer wells, and Surficial Aquifer wells
   C. Tabulation of historical monitoring well data, all zones
   D. Site and well location maps
   E. Injection well profile figures
   F. Geological profiles
   G. Plug and abandonment diagrams

3. Engineer shall submit the draft operating permit renewal application to the City for review and comment by the City.

4. Engineer shall attend one meeting at the offices of the City to discuss any review comments. Engineer shall incorporate review comments into the permit renewal application as agreed and as appropriate.

5. The Engineer shall submit the permit application to FDEP and the Technical Advisory Committee (TAC). Submittals shall be both electronic and hard copy. Hard copy submittals shall be in a three ring binder format with appropriate signatures and seals.

6. Engineer shall respond to an unlimited number of Requests for Information (RFI) from FDEP related to the operating permit renewal application.

7. Engineer shall review the draft operating permit and provide review comments to the City and FDEP.

8. Engineer shall attend the draft permit public comment meeting.

9. Engineer shall review the Notice of Intent to Issue Permit and provide review comments to the City and FDEP.

II. PERMIT RENEWAL- DELIVERABLES

Engineer deliverable for each permit renewal project shall include:

1. Draft operating permit renewal application (4 copies to City)
2. Final operating permit renewal application (distributed to the TAC and the City)
3. RFI Responses from FDEP
4. Draft Permit and Notice of Intent to Issue Permit review comments

Deliverables are to be in pdf format, on CD and hard copies.
The hard copy should be five sets of the final product.

III. PERMIT RENEWAL – CITY WORK

1. The City will pay the FDEP operating permit processing fee.

2. The City will provide the Engineer with a copy of the most recent injection well system Operating and Maintenance Manual, a copy of the most recent Demonstration of Financial Responsibility, a copy of portion of the report on the construction of the injection well system, a copy of the most recent wastestream analysis, a copy of the injection well system Record Drawings, and a copy of the certification of completion of the injection well system.

3. The City will submit and pay for all public notices and advertisements for the permit.

4. The City will pay for any laboratory costs associated with this project. No laboratory costs are anticipated for this project.

5. The City will serve as the Professional Engineer of Record and will sign and seal the permit application.

IV. MECHANICAL INTEGRITY TESTING- SCOPE OF SERVICES

The scope of services for each mechanical integrity testing for this project include:

1. Engineer work will be performed by a hydro-geologist Engineer licensed in the State of Florida for the purposes of performing services associated with conducting a mechanical integrity test (MIT) for the City's deep injection well system.

2. The MIT work performed by the Engineer shall be in accordance with Rule 62-528, of the Florida Administrative Code (FAC), which specifies that deep injection wells must demonstrate both internal and external mechanical integrity every 5 years

3. The Engineer's MIT work shall generally consist of engineering services associated with internal and external testing of any of the City's deep injection wells. Internal mechanical integrity testing shall as a minimum consist of the following:

   - Performance of A video survey,
   - Annular pressure testing of the injection well
   - Background geophysical logging

- Temperature log,
- Radioactive tracer survey (RTS)

4. Engineer services for administration of the mechanical integrity testing work outlined above at the deep injection well system for the City of Port St. Lucie (City) injection well system are listed as follows:

   1) Preparation of a MIT plan for submittal to the Florida Department of Environmental Protection (FDEP) and the Technical Advisory Committee (TAC).

   2) Preparation of Technical Specifications and Contract Documents for bidding by appropriate licensed contractors for the MIT work. Engineer shall evaluate the bid responses including assistance with evaluation of alternative contracting methods.

   3) Engineer shall make a recommendation for award of MIT work.

   4) Engineer shall submit the draft MIT plan and technical specifications and other Contract documentations to the City for review and comment by the City, prior to bidding.

   5) Engineer shall perform all field Services associated with the MIT of the well.

   6) Engineer shall attend all meetings and correspondence with FDEP related to the MIT

   7) Engineer shall respond to an unlimited number of Requests for Information (RFI) from FDEP related to the MIT.

   8) Engineer shall review any legal Notices and provide review comments to the City and FDEP.

   9) Preparation of a Mechanical Integrity Testing Report summarizing testing results and the previous 5 years of injection well and monitoring wells operating data.

V. PERMIT RENEWAL AND MIT – CITY WORK

1. The City will pay the FDEP fees associated with operating permit renewals and MITs.

2. The City will provide the Engineer with a copy of the most recent injection well system Operating and Maintenance Manual, a copy of the most recent Demonstration of Financial Responsibility, a copy of portion of the report on the construction of the injection well system, a copy of the most recent waste stream analysis, a copy of the injection well system Record Drawings, and a copy of the certification of completion of the injection well system.

3. The City will submit and pay for all public notices and advertisements for the permit.

4. The City will pay for any laboratory costs associated with this project. No laboratory costs are anticipated for this project.

5. The City will serve as the Professional Engineer of Record and will sign and seal the permit renewal applications.

SECTION III
TIME OF PERFORMANCE

The Contract shall start _____ and will terminate _____, twenty four (24) months. In the event all work required in the contract specifications has not been completed by the specified date, the Engineer agrees to provide work at no additional cost as authorized by the Project Manager until all work specified in the contract specifications has been rendered and accepted by the City.

SECTION IV
RENEWAL OPTION

N/A

SECTION V
COMPENSATION

This is a XXXXX Contract in the amount of $ _____, plus a one-time $10.00 indemnification fee. The City will not pay for out-of-pocket expenses including, but not limited to, office & utilities, Subcontractor fees, or any reimbursable expense. There will be no additional amount paid for reimbursable expenses. The Engineer shall invoice the City for the amount of the indemnification payment and said invoice shall accompany the signed Contracts. The City will pay with Visa only.

Progress Payments- The City may make partial payment during the progress of the work upon percentage of work completed as approved by the Project Manager.

The Engineer 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.

Invoices for services shall be submitted once a month by the 10th of the month, and payments shall be made in forty five (45) days unless Engineer has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made provided the submitted invoice is accompanied by adequate supporting documentation and is approved by the Project Manager.

Engineer VISA Payment Procedures

1. An account with Bank of America (BOA) will be established for the project. The account dollar limit will be established by the City's estimate of monthly expense. The account will also have limits as per the Merchant Category Code (MCC). Reasonable total invoice amounts will also be established. The account will be entered with the proper expense codes. The Engineer will be provided this account number to process payments.

2. A purchase order to the Engineer for this project may not be issued.
3. The Engineer will send the Project Manager (PM) by the 1st of each month a detailed pay request listing employee title, hours of work, hourly rate and related tasks that are completed. Partial release of liens will be provided if Subcontractors were used by Engineer.
4. The PM will audit to determine that work and materials that are being billed have been completed and installed as per contract specifications. The PM will verify the partial release of liens. The PM will sign documents that state the payment is correct and payment by the City is authorized.
5. The PM will email the approved pay request to the Contract Specialist, City's P-Card Administrator and the Engineer to proceed with placing the charge on the BOA specified account.
6. The Engineer may not place the charge on the account until contacted by the City giving approval. Under no circumstances will the account be used between the 1st and 5th of the month.
7. Invoices that are not approved by the PM will be returned to the Engineer with a detailed explanation.
8. Procurement Management Department will balance statement and issue all dispute items.
9. Procurement Management Department will produce summary sheet and send all documentation to Finance for payment.

All work compensated for under this Contract, including partial payments, shall become the property of the City of Port St. Lucie without restrictions or limitations. Work under this Contract shall include, but not be limited to, sketches, tracings, drawings, computations, details, design calculations, plan, electronic files and other related documents. The Engineer shall not be held liable for any reuse of the work and shall not be held liable for any modifications made to the work by others.

All invoices and correspondence relative to this Contract must contain the last 4 digits of the BOA account and Contract number.

A Visa Order Form or Purchase Order constitutes as the Notice to Proceed.

SECTION VI
WORK CHANGES

This is a xxxxx contract, therefore no change orders are allowed.

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 Engineer pursuant to the Invitation to Bid and Specifications on file in the Procurement Management Department of the City. All documents submitted by the Engineer 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 Engineer 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 Engineer and persons employed or utilized by the Engineer in the performance of the construction contract. As consideration for this indemnity provision the Engineer 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 Engineer, including independent Engineers and Subcontractor utilized shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Engineer are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Engineer 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 Engineer 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 Engineer qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

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

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

An Additional Insured endorsement **must** be attached to the certificate of insurance (should be CG2026) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement shall be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. No exclusion for mold, silica or respirable dust or bodily injury/property damage arising out of heat, smoke, fumes or hostile fire shall apply. Coverage shall extend to independent Engineers 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 insurer's clause.

The Engineer 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 Engineer shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery against Others, or its equivalent. If Engineer, independent Engineer or Subcontractor maintain higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by Engineer/independent Engineer/Subcontractor.

The Engineer 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 Engineer does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Engineer 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.

Engineer shall agree to maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than $1,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds $10,000 the City reserves the right, but not the obligation, to review and request a copy of Engineer's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, the Engineer warrants the retroactive date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, Engineer shall agree to purchase a SERP with a minimum reporting period not less than three (3) years. If policy contains an exclusion for dishonest or criminal acts, defense coverage for the same shall be provided.

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 #20160104 Professional Services for Assisting the City with Regulatory Compliance for Injection Wells 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 Engineer 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 Engineers and Subcontractors utilized in this project shall furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

It shall be the responsibility of the Engineer 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 Engineer for any and all claims under this Contract.

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

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

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

SECTION IX
ACTS OF GOD

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

SECTION X
PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

Subject to the laws of the State of Florida and of the United States, neither Engineer nor any subconsultnat 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 Engineer 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. Engineer will comply with all requirements of 28 C.F.R. § 35.151. Engineers and Subcontractor shall comply with § 119.0701, Fla. Stat. (2013). The Engineer and Subcontractor are to allow public access to all documents, papers, letters, or other material made or received by the Engineer 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).

RECORDS

The City of Port St. Lucie is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to Section 119.0701, F.S.

Contractor agrees to comply with all public records laws, specifically to:

Keep and maintain public records required by the City in order to perform the service;

1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (*See http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/*).

2. During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City.

3. Records include 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 with the City. Contractor's records under this Contract include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.

4. The Contractor agrees to make available to the City, during normal business hours all books of account, reports and records relating to this contract.

5. A Contractor who fails to provide the public records to the City within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984
(772) 871 5157
ppr@cityofpsl.com

SECTION XII
CLEANING UP

N/A

SECTION XIII
INSPECTION AND CORRECTION OF DEFECTS

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

SECTION XIV
ADDITIONAL REQUIREMENTS

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

SECTION XV
ASSIGNMENT

Engineer shall not delegate, assign or subcontract any part of the work under this Contract or assign any monies due him hereunder without first obtaining the written consent of the City.

SECTION XVI
TERMINATION

If the Engineer refuses or fails to prosecute the work with such diligence as will insure its completion within the time specified in this Contract, or as may be modified in accordance with this Contract, the City by written notice to the Engineer, may terminate Engineer's rights to proceed. On such termination, the City may take over the work and prosecute the same to completion, by contract or otherwise, and the Engineer 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 terminate this Contract with or without cause by giving the Engineer thirty (30) days' notice in writing. Upon delivery of said notice and upon expiration of thirty (30) day period, the Engineer shall discontinue all services in connection with the performance of this Contract and shall proceed to promptly cancel 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 to other costs shall be due to the Engineer except work timely completed.

SECTION XVII
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 pursuant to this Contract shall be in St. Lucie County, Florida.

SECTION XVIII
APPROPRIATION APPROVAL

The Engineer acknowledges that the City of Port St Lucie's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. The Engineer

agrees that, in the event such appropriation is not forthcoming, this Contract may be terminated by the City and that no charges, penalties or other costs shall be assessed.

SECTION XIX
TRUTH-IN-NEGOTIATIONS

In accordance with the provisions of Section 287.055, Florida Statutes, the Engineer agrees to execute a truth-in-negotiations certificate and agrees that the original Contract price and any additions may be adjusted to exclude any significant sums by which the Contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs.

SECTION XX
CONFLICT OF INTEREST

The City hereby acknowledges that the Engineer may be performing professional services for private developers within the Treasure Coast area. Should a conflict of interest arise between providing services to the City and/or other clients, the Engineer shall terminate its relationship with the other client to resolve the conflict of interest. The City Manager shall determine whether a conflict of interest exists. At the time of each Project Proposal the Engineer shall disclose all of its Treasure Coast clients and related Scope of Work.

SECTION XXI
PROHIBITION AGAINST CONTINGENT FEES

The Engineer warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer to solicit or secure this Contract and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

SECTION XXII
ENTIRE AGREEMENT

The written terms and provisions of this Contract shall supersede any and all prior verbal or written 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: _____
Jeffrey Bremer, City Manager

By:_____
Authorized Representative of (company name and title)

State of:_____

County of:_____

Before me personally appeared: _____)
(please print)

Please check one:

Personally known _____

Produced Identification: _____
(type of identification)

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

WITNESS my hand and official seal, this _____ day of _____, 2016.

_____
Notary Signature

Notary Public-State of _____ at Large.

My Commission Expires _____.

(*seal*)

TRUTH-IN-NEGOTIATION CERTIFICATE AND AFFIDAVIT
E-Bid #20160104
Professional Services for Assisting the City with Regulatory Compliance for Injection Wells

STATE OF FLORIDA §
COUNTY OF ST. LUCIE §

Before me, the undersigned authority, personally appeared affiant _____ who being first duly sworn, deposes and says:

1. That the undersigned firm is furnishing this Truth in Negotiation Certificate pursuant to Section 287.055(5)(a) of the Florida Statutes for the undersigned firm to receive an agreement for professional services with the City of Port St. Lucie, St. Lucie County, Florida.

2. That the undersigned firm is a corporation which engages in furnishing professional engineering services and is entering into an agreement with the City of Port St. Lucie, St. Lucie County, Florida to provide professional services for a project known as **#20150039-Professional Services for Assisting the City with Regulatory Compliance for Injection Wells**

3. That the undersigned firm has furnished the City of Port St. Lucie, St. Lucie County, Florida a detailed analysis of the cost of the professional services required for the project.

4. That the wage rate information and other factual unit cost, which the undersigned firm furnished, were accurate, complete and current at the time the undersigned firm and the City of Port St. Lucie entered into the agreement for professional services on the project.

5. That the agreement which the undersigned firm and the City of Port St. Lucie entered into on this job contained a provision that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the City of Port St. Lucie determines the agreement price was increased due to inaccurate, incomplete or non-current wage rates or other factual unit cost and that all such agreement adjustments shall be made within one (1) year following the end of the agreement.

FURTHER AFFIANT SAYETH NAUGHT

_____
Name of Firm

_____
By: President

The foregoing instrument was acknowledged before me by _____

who has produced _____ as identification or is personally known to me.

WITNESS my hand and official seal in the State of County last aforesaid this _____ day of _____, 20__.

(SEAL)

_____
Signature

_____
Notary Name (typed or printed)

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statutes, Section 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

CHECKLIST
BID # 20160104
Professional Services for Assisting the City with Regulatory Compliance for Injection Wells

Name of Bidder:_____

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

_____ E-Bid Reply Sheet #20160104 with proper signatures upload to DemandStar

_____ Certified Minority Business Certificate (if applicable)

_____ Required W-9 uploaded to DemandStar

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

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

_____ Drug-Free Workplace Form uploaded to DemandStar

_____ Truth in Negotiation uploaded to DemandStar

_____ Copy of the Checklist uploaded to DemandStar

_____ Each Bid Addendum (when issued) is acknowledged on the E-Bid Reply Sheet #20160104

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

_____ 330 Form uploaded to DemandStar

20160104 Attachment "A"

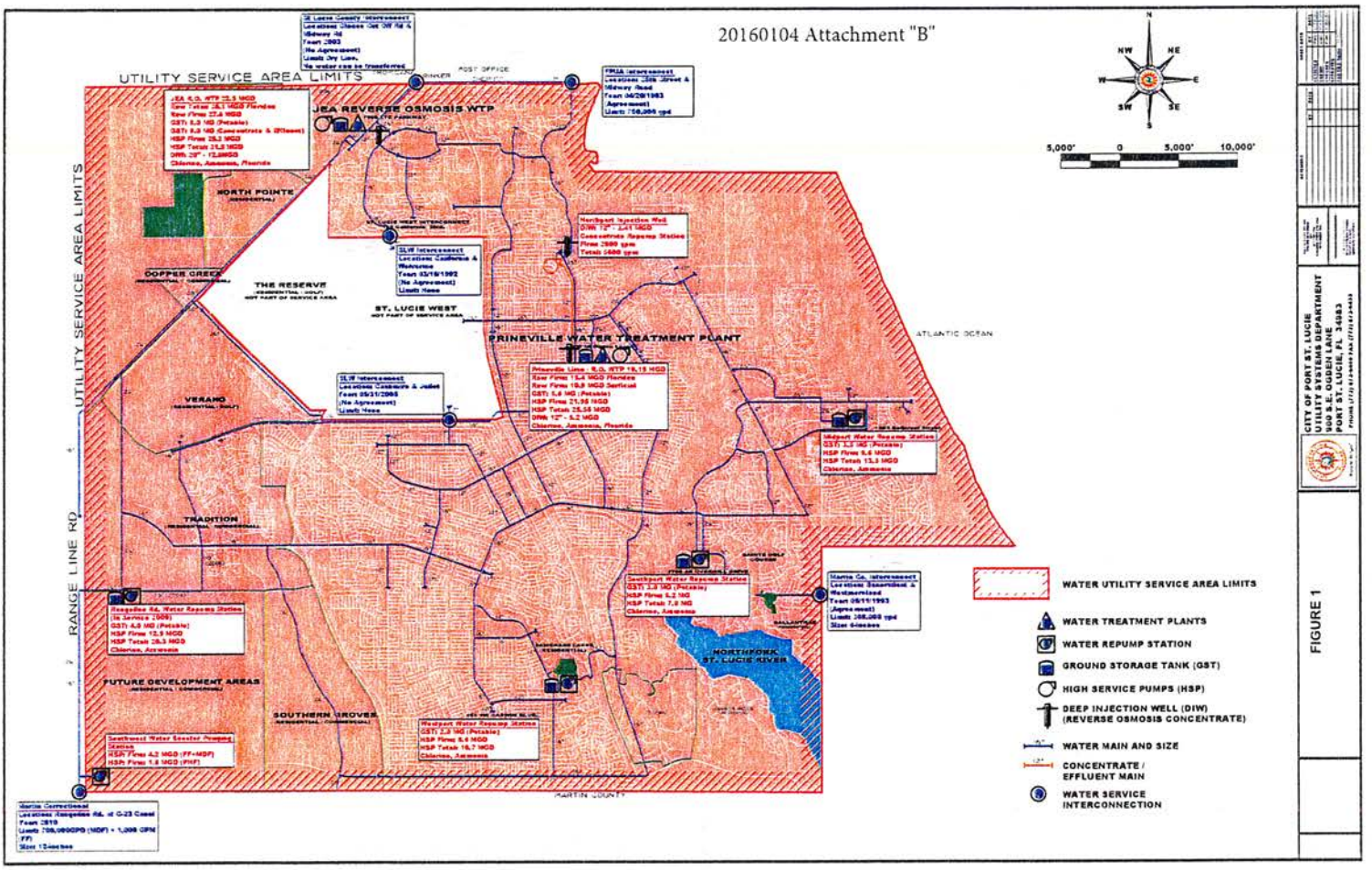
TABLE 1

City of Port St. Lucie
Utility Systems Department

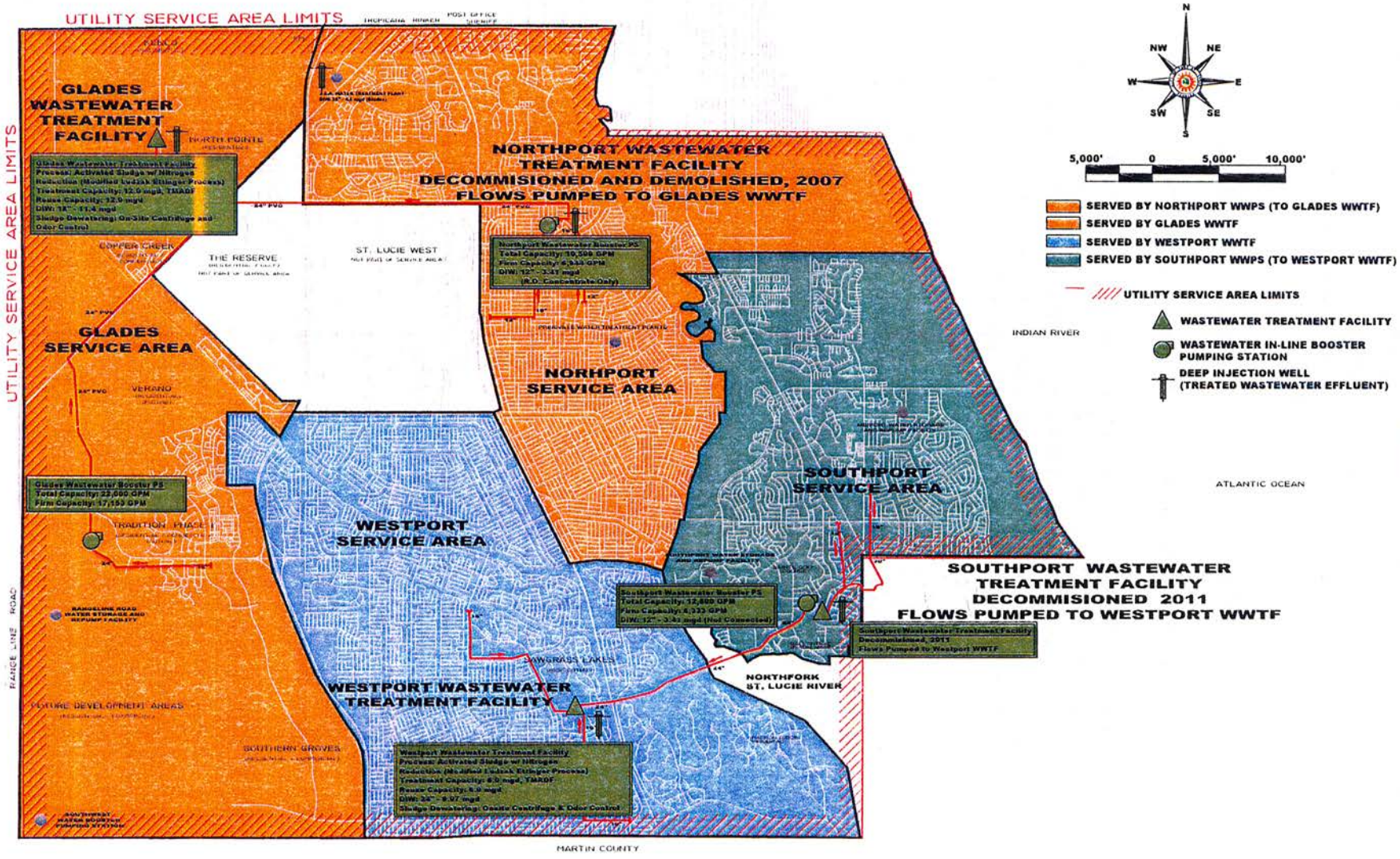
City of Port St. Lucie Deep Injection Well Permit Regulatory Schedule

Facility	Regulatory Compliance Issue	Due Date	Lead Time Days	Submittal Due Date	Submittal Item	Submittal Agency	Status
				Fiscal Year 2015			
Prineville WTP	MIT	December 15, 2015	180	June 18, 2015	MIT Plan	FDEP Tallahassee	Submittal Made
Northport	DIW Permit Expiration/Renewal	October 7, 2015	60	August 8, 2015	DIW Operating Permit and Check	FDEP Tallahassee	Working on Signed/Sealed Sheet
				Fiscal Year 2016			
Prineville WTP	MIT			December 15, 2015	Witnessed Pressure Test	FDEP Tallahassee	Contractor To Be Determined
Glades WWTF	DIW Permit Expiration/Renewal	November 22, 2016	60	September 23, 2016	DIW Operating Permit and Check	FDEP Tallahassee	Consultant to be Determined
				Fiscal Year 2017			
JEA	DIW Permit Expiration/Renewal	March 1, 2017	60	December 31, 2016	DIW Operating Permit and Check	FDEP Tallahassee	Consultant to be Determined
JEA	MIT	October 15, 2017	180	April 18, 2017	MIT Plan	FDEP Tallahassee	Consultant to be Determined
Southport	MIT	March 12, 2018	180	September 13, 2017	DIW Operating Permit and Check	FDEP Tallahassee	Consultant to be Determined
Westport IW-2	DIW Permit Expiration/Renewal	November 18, 2017	60	September 19, 2017	DIW Operating Permit and Check	FDEP Tallahassee	Consultant to be Determined
Westport IW-1	MIT	March 25, 2018	180	September 26, 2017	MIT Plan	FDEP Tallahassee	Consultant to be Determined
Westport IW-1	DIW Permit Expiration/Renewal	November 28, 2017	60	September 29, 2017	DIW Operating Permit and Check	FDEP Tallahassee	Consultant to be Determined
				Fiscal Year 2018			
JEA	MIT			October 15, 2017	Witnessed Pressure Test	FDEP Tallahassee	Contractor To Be Determined
Prineville WTP	DIW Permit Expiration/Renewal	February 25, 2018	60	December 27, 2017	DIW Operating Permit and Check	FDEP Tallahassee	Consultant to be Determined
Southport	MIT			March 12, 2018	Witnessed Pressure Test	FDEP Tallahassee	Contractor To Be Determined
Westport IW-1	MIT			March 25, 2018	Witnessed Pressure Test	FDEP Tallahassee	Contractor To Be Determined
Glades WWTF	MIT	November 5, 2018	180	May 9, 2018	MIT Plan	FDEP Tallahassee	Consultant to be Determined
Northport	MIT	November 7, 2018	180	May 11, 2018	MIT Plan	FDEP Tallahassee	Consultant to be Determined
Southport	DIW Permit Expiration/Renewal	October 23, 2018	60	August 24, 2018	DIW Operating Permit and Check	FDEP Tallahassee	Consultant to be Determined
				Fiscal Year 2019			
Glades WWTF	MIT			November 5, 2018	Witnessed Pressure Test	FDEP Tallahassee	Contractor To Be Determined
Northport	MIT			November 7, 2018	Witnessed Pressure Test	FDEP Tallahassee	Contractor To Be Determined

20160104 Attachment "B"



20160104 Attachment "C"



CITY OF PORT ST. LUCIE
UTILITY SYSTEMS DEPARTMENT
900 S.E. OGDEN LANE
PORT ST. LUCIE, FL 34983
PHONE (772) 873-6400 FAX (772) 873-6433

FIGURE 2

Addendum #1
E-Bid #20160097
Construction of the Glades WWTF Bio-Solids Cake System
March 31, 2016

The bid opening date has been changed to April 13, 2016 @ 10:00 a.m.

The following was discussed at the site visit/ meeting:

1. Glades WWTF is a secured site and the City will have security protocol that must be followed by the contractor and his subcontractors. Climbing over fences, entering buildings, storage of vehicles and storage of equipment and/or materials in locations not specifically authorized for this construction project will not be tolerated. Project delays resulting from non-conformance with any site protocols shall be the responsibility of the contractor.

2. All questions during the bidding phase of this project shall be directed to the City's Procurement Department, gjolly@cityofpsl.com

3. The third (3) bay of the Glades WWTF Dewatering Building, and the site immediately surrounding the Dewatering Building, is available for storage at the work site.

4. The new conveyor will be delivered to the project site in segments. The new conveyor will require off-loading, assembly, testing and placement into operation by the contractor. Assembly will include the furnishing and installation of a local NEMA 4X control panel, and modification of the SCADA system to recognize and appropriately display the new conveyor.

5. Demolished equipment remains property of the City unless otherwise directed. Contractor shall store demolished equipment at a location on the plant site as directed by the City.

6. There are several permits required, the City will reimburse at cost. It is the responsibility of the Contractor to apply for all required permits. Permits shall be applied for through the City's Building Department.

Equipment list timeline

Equipment	Manufacturer & Representative	Lead Time in Days	Anticipated Shipping Date	Comments
Pump	Seepex, inc. MTS Environmental	70	March 20	Panel Included with Pump
Valves	Lined Valves, Inc. Diller Brown	84	June 6	Controls Included with Valves
Conveyor	Spirac MTS Environmental	140	August 11	Panel By Contractor

NOTES
(1) Lead Time provided by equipment manufacturers

(2) Anticipated Shipping Date is based on the Purchase Order Date + Manufacturer's Stated Lead Time. This date may be subject to change based on subsequent manufacturer information.

4. Shop drawings for equipment items purchased by the City will be sent as soon as they become available to the City.

5. The purchase and installation of the lubrication pump system and high pressure pump system, including bio-solid piping is the responsibility of the contractor.

6. Awning has been removed from the project.

7. The control panel on the pump will require fabrication of a sunshield by the Contractor.

8. Site lighting is required on each side of the pump. In addition to the light poles and fixtures shown on the contract drawings, the City is requesting that each light post be constructed with an outdoor rated GFI receptacle at the base.

9. It is the intent of this project that the control of the valves shall be simple OPEN/CLOSE service, non-modulating and that the valve status will be indicated on the plant's appropriate SCADA screen(s). The controls will be furnished with the valves and valve electric motor operators.

10. The cake lubrication pump will require that the contractor also furnish and install a local NEMA 4X control panel. It is the intent of this project that the control panel shall be a simple on/off switch, provided by contractor.

11. Control panel for the conveyor would have to be constructed by the contractor.

12. Pump foundation: Page 10 on Attachment "C" 8-inch foundation pad runs the entire length, the 4" sidewalk on either side of the pump pad varies in width as shown but the intent of the sidewalk is to be not less than 3 foot in width.

13. It is the intent of this project, that, prior to final payment by the City, that the contractor shall furnish to the City drawings that show the changes and modifications to the electrical, structural and SCADA system, including the Centrifuge control system.

14. The City requests that with the submittal of bids, in the "E-Bid Reply/Questionnaire" **#4 Subcontractors**, the Contractor shall name the associated engineering firms and SCADA firm.

NOTE: The opening date has been changed.

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

Addendum #2
E-Bid #20160104
Professional Services for Assisting the City with Regulatory Compliance for Injection Wells
May 16, 2016

The bid opening date has been changed to May 20, 2016 @ 10:00:00 a.m.

CORRECTION:

The City WILL NOT serve as the Professional Engineer of Record, The consultant shall provide the engineer of record. The City will still furnish the injection well operation and maintenance manuals for permit renewal submittals.

NOTE: The opening date has been changed.

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

E-Bid Opening
E-Bid 20160104
20160104 Professional Services for Regulatory Compliance for Injection Wells
May 17, 2016 10:00 a.m.

	Name (Please PRINT legibly)	Agency	E-Mail Address	Telephone # & FAX #
1.	**Gina Jolly**	City of Port St Lucie PWD	**gjolly@cityofpsl.com**	T 772-344-4055
				F
2.	Shelby Reisinger	City of PSL	Sreisinger@cityofPSL.com	T
				F
3.				T
				F
4.				T
				F
5.				T
				F
6.				T
				F
7.				T
				F

User: Jolly, Gina Organization: City of Port St. Lucie, Procurement Management Department Logout | Help

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Tabulation Sheet

Agency Name	City of Port St. Lucie, Procurement Management Department
Bid Number	EBID-20160104-0-2016/GJ
Bid Name	Professional Services for Assisting the City with Regulatory Compliance for Injection Wells
Bid Due Date	5/20/2016 10:00:00 AM Eastern time
Bid Opening	Closed

4 total responses found. ✓ online, offline, • not submitting, not received

	Company	Responded	Address	Bid Amt	Alt Bid Amt	Documents	Sent	Notes	Actions
1.	AECOM Technical Services, Inc.	5/17/2016 12:56:28 PM	2090 Palm Beach Lakes Blvd. Suite 600 West Palm Beach, FL 33409	$0.00		Bid Reply Checklist Drug Free Workplace Form Current Certificate of Insurance License/Certification to do Described Work Form 330 W-9 form	✓ ✓ ✓ ✓ ✓ ✓ ✓		Details, Documents, History
2.	Ardaman & Associates, Inc	5/19/2016 4:03:58 PM	P.O. Box 593003 8008 S. Orange Ave. Orlando, FL 32809	$0.00		Bid Reply Checklist Drug Free Workplace Form Current Certificate of Insurance License/Certification to do Described Work Form 330 W-9 form	✓ ✓ ✓ ✓ ✓ ✓ ✓		Details, Documents, History
3.	LS Sims & Associates, Inc.	5/19/2016 6:15:53 PM	1530 US Hwy 1 Rockledge, FL 32955	$0.00		Bid Reply Checklist Drug Free Workplace Form Current Certificate of Insurance License/Certification to do Described Work Form 330 W-9 form	✓ ✓ ✓ ✓ ✓ ✓ ✓		Details, Documents, History
4.	McNabb Hydrogeologic Consulting, Inc.	5/19/2016 3:03:05 PM	4600 Military Trail, Suite 116 Jupiter, FL 33458	$0.00		Bid Reply Checklist Drug Free Workplace Form Current Certificate of Insurance License/Certification to do Described Work Form 330 W-9 form	✓ ✓ ✓ ✓ ✓ ✓ ✓		Details, Documents, History

<< Return

Manage Bid Tabulation

Planholder Responses

When adding a manual response, you can select a vendor off the Planholders List or add a new vendor.

(Select a Planholder) Add a Planholder Edit Planholders...

Publish Tabulation Sheet

Once you have reviewed the tabulation sheet details, you may create a downloadable PDF version.

☐ Include Non-Compliant Supplier details

User: Jolly, Gina Organization: City of Port St. Lucie, Procurement Management Department Logout | Help

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Bid Details

Bid Information

EDIT

Agency	City of Port St. Lucie, Procurement Management Department
Bid Type	Sealed Electronic Bid
Bid Number	EBID-20160104-0-2016/GJ
Fiscal Year	2016
Bid Writer	Gina Jolly
Bid Name	Professional Services for Assisting the City with Regulatory Compliance for Injection Wells
Bid Status	Under Evaluation
Bid Status Text	None
Award To	
Due Date/Time	5/20/2016 10:00 AM Eastern
Broadcast Date	4/19/2016
Bid Bond	
Project Estimated Budget	$145,000.00
Plan (blueprint) Distribution Options	None
Distribution Method	Download and Mail
Distributed By	Onvia DemandStar
Distribution Notes	None
Scope of Work	Professional Services for Assisting the City with Regulatory Compliance for Injection Wells including: 1.Renewal of operating permits 2.Mechanical integrity testing (MIT) 3.State of Florida environmental regulatory issues planning and methods assistance
E-Bidding	Yes

E-Bidding

EDIT

View Supplier Info on Tabulation Sheet prior to bid opening	Yes
Required Documents	1. Bid Reply 2. Checklist 3. Drug Free Workplace Form 4. Current Certificate of Insurance 5. License/Certification to do Described Work 6. Form 330 7. W-9 form

Legal Ad

VIEW

Please select either the View or Edit button to manage legal ad.

Pre-Bid Conference

Publications

No Publications Data Found

Documents

EDIT

Bid Package	Attachment B locations (1 Page, Complete) Attachment C Locations (1 Page, Complete) Attachement A Schedule (1 Page, Complete) Bid Documents (Complete) Addendum #1 (Complete)
Award	Notice #1-Q&A (Complete) Committee Evaluation Scores (Complete) Noitice #2 (Complete) Notice #3 Q & A (Complete)

Commodity Codes

SRV-918-42 - Engineering Consulting
SRV-918-55 - Geological Consulting and Study
SRV-925-00 - ENGINEERING SERVICES, PROFESSIONAL
SRV-925-33 - Engineer Services, Professional
SRV-925-45 - Geological Engineering

Statistics

Planholders	There are 19 planholders for this bid
Broadcast List	1034 suppliers have been notified
Supplemental Suppliers	0 Supplemental Suppliers
Filtered	No
Post-Bid Viewers	10 viewer(s)

<< Return

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Evaluation Meeting
E-Bid 20160104
Professional Services for Assiting the City Regulatory Complinace for Injection Wells
June 1, 2016 2:00 p.m.

	Name (Please PRINT legibly)	Agency	E-Mail Address	Telephone # & FAX #
1.	**Gina Jolly**	City of Port St Lucie OMB	gjolly@cityofpsl.com	T 772-344-4055
				F
2.	Mark Hamel	Public Works- City of PSL		T
				F
3.	Rich Schoenborn	City of PSL Utilities	rschoenborn@cityofpsl.com	T 772-873-6485
				F
4.	David McNabb	MHC	david@mcnabbhydroconsult.com	T 561-891-0763
				F
5.	Pierre Vignier	City of PSL	PVignier@cityofPSL.com	T 772-528-2153
				F
6.	David Garland	City of PSL Utilities	dgarland@cityofpsl.com	T 772-807-4444
				F
7.				T
				F

Q & A
E-Bid 20160104
Professional Services for Assiting the City Regulatory Complinace for Injection Wells
June 22, 2016 10:00 a.m.

	Name (Please PRINT legibly)	Agency	E-Mail Address	Telephone # & FAX #
1.	**Gina Jolly**	City of Port St Lucie OMB	gjolly@cityofpsl.com	T 772-344-4055
				F
2.				T
	Mark Hamel	City of PSL	mhamel@cityofpsl.com	F
3.			PVignier@cityofpsl.com	T 772-871-5434
	Pierre Vignier	City of PSL		F
4.	Douglas Dufresne	Ardaman & Assoc.	ddufresne@ardaman.com	T 407-855-3860
				F
5.	David Garland	PSLUSD	dgarland@cityofpsl.com	T
				F
6.	Michael Bennett	AECOM	Michael_Bennett	T 561-319-6520
				F
7.				T
				F

Q & A
E-Bid 20160104
Professional Services for Assiting the City Regulatory Complinace for Injection Wells
June 22, 2016 10:00 a.m.

8.	Sarah Durall Sarah Durall			T
				F
9.	David McNabb			T
				F
10.	David Holtz Holtz Consulting Eng. Inc			T
				F
11.	James McGrath LARRY SIMS	L S Sims & Assoc "		T
				F
12.				T
				F

Public Meeting
E-Bid 20160104
Professional Services for Assiting the City Regulatory Complinace for Injection Wells
June 8, 2016 11:00 a.m.

	Name (Please PRINT legibly)	Agency	E-Mail Address	Telephone # & FAX #
1.	**Gina Jolly**	City of Port St Lucie OMB	**gjolly@cityofpsl.com**	T 772-344-4055
				F
2.	David Garland	PSL USD	dgarland@cityofpsl.com	T
				F
3.	Mark Hamel	City of PSL Public Works	mhamel@cityofpsl.com	T 871-7395
				F
4.	Pierre Vignier	USD	PVignier.hof PSL.com	T 871-5434
				F
5.	James McGrath	L.S. Sims & Associates	JMCGRATH@SIMSENV.com	T 321 504 4046
				F
6.	Mark Abbott	AECOM	mark.abbott@aecom.com	T 561 684 3775
				F
7.	Michael Bennett	AECOM	Michael.Bennett@aecom.com	T 561-684-3375
				F

Public Meeting
E-Bid 20160104
Professional Services for Assiting the City Regulatory Complinace for Injection Wells
June 8, 2016 11:00 a.m.

	Name (Please PRINT legibly)	Agency	E-Mail Address	Telephone # & FAX #
1.	**Gina Jolly**	City of Port St Lucie OMB	gjolly@cityofpsl.com	T 772-344-4055
				F
2.	David Garland	PSL USD	dgarland@cityofpsl.com	T
				F
3.	Mark Hamel	City of PSL Public Works	mhamel@cityofpsl.com	T 871-7395
				F
4.	Pierre Vignier	USD	PVignier.h.of PSL.com	T 871-5434
				F
5.	James McGrath	L.S. Sims & Associates	JMCGRATH@SIMSENV.com	T 321 504 4046
				F
6.	Mark Abbott	AECOM	mark.abbott@aecom.com	T 561 684 3375
				F
7.	Michael Bennett	AECOM	Michael.Bennett@aecom.com	T 561-684-3375
				F

GUIDELINES FOR RFP EVALUATION: # 20160104 Professional Services for Assisting the City with Regulatory Compliance for Injection Wells

Please email your individual scores no later than 5/27/16 The principle of fair and open competition in public procurement prohibits the use of any evaluation criteria other than those listed in the solicitation. These criteria must be applied to the responses without change, deletion, or expansion. A protest from a respondent whose proposal was rejected by an evaluation committee using criteria not identified in the published solicitation has a good chance of successfully protesting the award. **PMD will score criteria A, B and C.**

Weighting Scores:

Criteria that have more importance (weight) than others are assigned a multiplier or weight factor. Weights are fixed values that indicate the *relative importance* of the criterion, not the quality of the response. The weight factor 2 might represent *important; 4, moderately important;* and 5, *very important.* The established weights must be applied to the responses without change, deletion, or expansion.

Assigning points:

Points are awarded according to the quality of the response with respect to each criterion. On a 0 to 5 point scale, for example, 0 would represent an unacceptable response; 1, a poor response; 2, satisfactory; 3, good; 4, very good; and 5, excellent. (The 0 to 5 point scale is the easiest to apply).

Completing the form:

The form has four columns (lettered A through D). When the evaluator receives the form, Columns A and B are completely filled out: Column A identifies the criterion being scored; Column B shows the weight (1, 3, or 5, for example) assigned to each criterion. Columns C and D are filled out and contain the maximum number of points that can be assigned (on the 0 to 5 point scale shown previously, the maximum is 5).

The first step is the independent review, Column C; each committee member chooses the best response to each criterion from the responses received. That response is awarded the maximum point value, and the other responses are assigned fewer points according to how they compare with the best response. (In other words, the best response is determined in relation to the other responses rather than in relation to an ideal). This process does not eliminate the possibility of multiple firms receiving the same score on one or more of the individual criteria. However it is incumbent of the committee member to assess each response to identify, even if it is just one item, which differentiates one submittal as the very best in relation to the others. It is important to note that this in an **independent** review and there is to be no discussion or meeting at this time

concerning the selection. You may make notes or mark down questions that may be addressed only during the committee meeting.

In order to work with responses that fail to address certain criteria or that take exception to them, the person may evaluate below the assigned point range and award zero or negative scores. For example, if a respondent states explicitly that a particular requirement will not be met, a negative score equal to the highest possible number of points (say, -5) is circled. If a respondent simply fails to address a requirement, a point value of zero is selected. The use of negative or zero scores should be discussed at the committee meeting. As part of the independent review, committee members make brief comments under each criterion explaining the reasoning behind their scores. These notes may be used for reference during the full panel discussions if another committee member questions the points assigned. Below are some helpful tips:

- If the requirement (objective) is particularly difficult to meet and the proposal offers an approach which, with little or no risk, will yield a result which exceeds requirements qualitatively, the item should score 5 points, dependent upon the level of exceptional features offered.

- If the requirement is relatively difficult to meet, the majority of the factors are acceptable, no major deficiencies or risks exist therein, and the collective approach yields a qualitative benefit beyond that which is minimal, a score of 4 points should be assigned, dependent upon the benefits to be attained.

- If the majority of the factors meet standards, the requirement is not overly difficult to meet, and the factors which are deficient are of a very minor nature or are susceptible to easy correction, the item should be scored 3.

- If the majority of important factors are acceptable, but one or more factors is deficient and some minor risk is involved in the correction thereof, the score for the item should be 2.

Each committee member returns the evaluation form to the Contract Specialist on the date specified by following the routing instructions. The points in column C will be tallied by the Contract Specialist and the scores and rankings will be distributed to each committee member at the start of the public evaluation committee meeting.

When the full committee meets to review the proposals, some evaluators may wish to change their points due to information revealed at the panel meeting. For example, if a respondent included information in an attachment instead of in the main section of the proposal, committee members who overlooked the attachment and awarded lower points because of missing information would need to adjust their points in column D after evaluating the information. Evaluators during the public committee meeting may adjust point values in Column D (Review with Panel). If no adjustment then Column C will be used for the total score.

The points entered in Column C must be independently arrived at and not represent a consensus of the panel. The only exception occurs when points are assigned as a result of a professional

review (for example, the Finance or Office of Management and Budget department reports on the financial stability of each respondent and assigns a score to be entered on all panel members' forms).

Applying the criteria

CRITERION D: Assigned Staff Experience, *(Questions 4 and 5).* This criterion examines assigned individual experience rather than corporate experience. Do the qualifications of the project staff and sub-consultants, if used, indicate that they can complete the tasks in a professional and satisfactory manner? Are the staff / sub-consultants profiled in the proposal of those who will actually undertake the project? How much experience, does the assigned staff have in respect to this scope, as it relates to Design Services?

CRITERION E: Company Design/ Road Improvements Experience *(Question 6 and 7).* This criterion examines corporate rather than individual experience for Design. If the firm limits its work to specialized areas, does the principal area of specialization match the scope of work for the RFP, or is the work to be subcontracted? Review firms knowledge and experience with Design and Road Improvement. Did the company list similar types of Design Service projects awarded by Government agencies?

All other criteria will be completed by PMD.

Scoring procedure for Presentations or Questions and Answers Sessions

At this phase of the process all firms that have been selected by the committee are deemed qualified and will now be selected only by the new criteria established by the committee.

If the committee determines to conduct presentations or a question and answer session then the following will apply:

The committee will determine which firms are selected for the session.

The committee will select the list of questions and the total points for each. These will be used as the criteria to score the firms.

The committee will also determine the format and length of the sessions.

The order of the presentations will be determined by a drawing of the firm's names.
The sessions will not be public; however minutes will be taken and will be public information after a recommendation has been submitted for award of the project.

PMD will tally the scores of the individual committee members.

A public meeting will convene to announce the results.

A tie score of only two firms will be determined by a coin toss which will take place during the above mentioned public meeting.

If two or more firms are tied, then the committee members will be requested to discuss, review and re- score.

PMD will compute the scores of the individual committee members when a tie breaker is needed.

The firm with the highest score will be recommended for award to the City Council.

City of Port St. Lucie, Florida

PARTICIPATION AGREEMENT

RFP # 20160104 Professional Services for assisting the City with Regulatory Compliance for Injection Wells

Evaluation Committee Members / Participants

I, Pierre Vignier, an individual official, employee, consultant, or subcontractor of or to the CITY OF PORT ST. LUCIE, FLORIDA hereby consent to the terms in this Agreement in consideration of my serving as an evaluation committee member (scoring or non-scoring) and being provided certain information related to _____ project during the evaluation process and before contract award.

Initials	Applicability of the Florida Sunshine Law

I acknowledge I have been informed and am aware the State of Florida Sunshine Law applies to meetings of the evaluation committee where decisions for recommendations to the City Council apply. I further recognize that discussions between committee members outside of public Evaluation Committee meetings is prohibited and in violation of the State of Florida Sunshine Law. All questions by evaluation committee members shall be directed to the Contract Administrator (PMD).

Initials	Restricted Communications / Cone of Silence

I acknowledge that to insure the proper and fair evaluation of a submittal, the City of Port St. Lucie prohibits any communication between any City employee, representative or official other than the Contract Administrator (PMD) prior to the time of award by City Council has been made. Communication between Respondent and the City will be initiated and coordinated by the Contract Administrator (PMD) in order to obtain information or clarification needed to develop a proper and accurate evaluation of the proposal.

Communication related to this RFP is further restricted with any entity outside the City of Port St. Lucie. Including, but not limited to, sub-contractors of prime respondents, companies in the industry, other agencies or utility entities, etc . . .

Initials	Release or Distribution of Information and/or Material

Evaluation committee members have been provided vendor responses either in hard copy or electronic format. This information, hard copy or electronic, is NOT to be reproduced or distributed under any circumstance. Some information within the proposals may be proprietary and/or confidential. Release of any information will be coordinated by PMD only.

Initials	Non-Collusion

I acknowledge the following with regards to non-collusion in the evaluation process and my scoring:

1. The scores assigned in my evaluation have been arrived at independently and without consultation, communication or agreement with any other Evaluator other than those discussions taking place in a meeting of the Evaluation Committee meeting arranged by PMD.

2. That my scoring of each proposal has not been disclosed to any other Evaluator or person, and they will not be disclosed to other Evaluator except by the PMD during a meeting of the Evaluation Committee.

3. No attempt has been made or will be made to coerce or affect the scoring of any Evaluator.

Initials	Conflict of Interest

I certify that I have no present conflict of interest on the above referenced project, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation of any consultant/contractor/vendor for selection on any contract if I have a conflict of interest or a potential conflict of interest. As set forth in Sections 112.313 Florida Statutes, employees may not have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or accept any obligation of any kind which is in conflict with the proper conduct of their duties in the public interest.

I recognize that employees are expected to honor the ethical obligations inherent in public service. These obligations go beyond mere legal obligations and demand from the employee a greater sensitivity to his or her conduct, as well as the public's perception of such conduct.

Employees are expected to safeguard their ability to make objective, fair, and impartial decisions, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Employees should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I realize that violation of the above mentioned statute would be punishable in accordance with Section 112.317 Florida Statutes, and could result in disciplinary action by the City.

Signature: Pierre Vignier

Printed: Pierre Vignier

Date: 6/1/16

City of Port St. Lucie, Florida

PARTICIPATION AGREEMENT

RFP # 20160104 Professional Services for assisting the City with Regulatory Compliance for Injection Wells

Evaluation Committee Members / Participants

I, David Garland, an individual official, employee, consultant, or subcontractor of or to the CITY OF PORT ST. LUCIE, FLORIDA hereby consent to the terms in this Agreement in consideration of my serving as an evaluation committee member (scoring or non-scoring) and being provided certain information related to _____ **Professional Services for assisting the City with Regulatory Compliance for Injection Wells** _____project during the evaluation process and before contract award.

Initials	**Applicability of the Florida Sunshine Law**

I acknowledge I have been informed and am aware the State of Florida Sunshine Law applies to meetings of the evaluation committee where decisions for recommendations to the City Council apply. I further recognize that discussions between committee members outside of public Evaluation Committee meetings is prohibited and in violation of the State of Florida Sunshine Law. All questions by evaluation committee members shall be directed to the Contract Administrator (PMD).

Initials	**Restricted Communications / Cone of Silence**

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Communication related to this RFP is further restricted with any entity outside the City of Port St. Lucie. Including, but not limited to, sub-contractors of prime respondents, companies in the industry, other agencies or utility entities, etc . . .

Initials	**Release or Distribution of Information and/or Material**

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Initials	**Non-Collusion**

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2. That my scoring of each proposal has not been disclosed to any other Evaluator or person, and they will not be disclosed to other Evaluator except by the PMD during a meeting of the Evaluation Committee.

3. No attempt has been made or will be made to coerce or affect the scoring of any Evaluator.

Initials	**Conflict of Interest**

I certify that I have no present conflict of interest on the above referenced project, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation of any consultant/contractor/vendor for selection on any contract if I have a conflict of interest or a potential conflict of interest. As set forth in Sections 112.313 Florida Statutes, employees may not have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or accept any obligation of any kind which is in conflict with the proper conduct of their duties in the public interest.

I recognize that employees are expected to honor the ethical obligations inherent in public service. These obligations go beyond mere legal obligations and demand from the employee a greater sensitivity to his or her conduct, as well as the public's perception of such conduct.

Employees are expected to safeguard their ability to make objective, fair, and impartial decisions, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Employees should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I realize that violation of the above mentioned statute would be punishable in accordance with Section 112.317 Florida Statutes, and could result in disciplinary action by the City.

Signature: David Garland

Printed: David Garland

Date: 5/31/16

City of Port St. Lucie, Florida

PARTICIPATION AGREEMENT

RFP # 20160104 Professional Services for assisting the City with Regulatory Compliance for Injection Wells

Evaluation Committee Members / Participants

I, Robert Mark Hamel, an individual official, employee, consultant, or subcontractor of or to the CITY OF PORT ST. LUCIE, FLORIDA hereby consent to the terms in this Agreement in consideration of my serving as an evaluation committee member (scoring or non-scoring) and being provided certain information related to the above named project during the evaluation process and before contract award.

Initials RML	**Applicability of the Florida Sunshine Law**

I acknowledge I have been informed and am aware the State of Florida Sunshine Law applies to meetings of the evaluation committee where decisions for recommendations to the City Council apply. I further recognize that discussions between committee members outside of public Evaluation Committee meetings is prohibited and in violation of the State of Florida Sunshine Law. All questions by evaluation committee members shall be directed to the Contract Administrator (PMD).

Initials RML	**Restricted Communications / Cone of Silence**

I acknowledge that to insure the proper and fair evaluation of a submittal, the City of Port St. Lucie prohibits any communication between any City employee, representative or official other than the Contract Administrator (PMD) prior to the time of award by City Council has been made. Communication between Respondent and the City will be initiated and coordinated by the Contract Administrator (PMD) in order to obtain information or clarification needed to develop a proper and accurate evaluation of the proposal.

Communication related to this RFP is further restricted with any entity outside the City of Port St. Lucie. Including, but not limited to, sub-contractors of prime respondents, companies in the industry, other agencies or utility entities, etc . . .

Initials RML	**Release or Distribution of Information and/or Material**

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Initials RMH	**Non-Collusion**

I acknowledge the following with regards to non-collusion in the evaluation process and my scoring:

1. The scores assigned in my evaluation have been arrived at independently and without consultation, communication or agreement with any other Evaluator other than those discussions taking place in a meeting of the Evaluation Committee meeting arranged by PMD.

2. That my scoring of each proposal has not been disclosed to any other Evaluator or person, and they will not be disclosed to other Evaluator except by the PMD during a meeting of the Evaluation Committee.

3. No attempt has been made or will be made to coerce or affect the scoring of any Evaluator.

Initials RMH	**Conflict of Interest**

I certify that I have no present conflict of interest on the above referenced project, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation of any consultant/contractor/vendor for selection on any contract if I have a conflict of interest or a potential conflict of interest. As set forth in Sections 112.313 Florida Statutes, employees may not have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or accept any obligation of any kind which is in conflict with the proper conduct of their duties in the public interest.

I recognize that employees are expected to honor the ethical obligations inherent in public service. These obligations go beyond mere legal obligations and demand from the employee a greater sensitivity to his or her conduct, as well as the public's perception of such conduct.

Employees are expected to safeguard their ability to make objective, fair, and impartial decisions, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Employees should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I realize that violation of the above mentioned statute would be punishable in accordance with Section 112.317 Florida Statutes, and could result in disciplinary action by the City.

Signature: R. Mark Hamel

Printed: R. Mark Hamel

Date: 04-19-2016

RFP # **20160104 Professional Services for Assisting the City with Regulatory Compliance for Injection Wells**

Respondent: McNabb Hydrogeologic Consulting, Inc.

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
D. Assigned Staff Experience (Question 4 & 5)	10	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			
E. Company Experience/History (Question 6 & 7)	8	0 1 2 3 4 5	0 1 2 3 4 5

Instructions to Evaluator: Review Instruction sheet. Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgement of the merits of the identified respondent's proposal.

Committee Member: David Garland (*Please print*) Dept.: Utility Systems

Signature: David Garland Date: 5/31/16

RFP # **20160104 Professional Services for Assisting the City with Regulatory Compliance for Injection Wells**

Respondent: AECOM

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
D. Assigned Staff Experience (Question 4 & 5)	10	0 1 2 3 (4) 5	0 1 2 3 4 5
Comments:			
E. Company Experience/History (Question 6 & 7)	8	0 1 2 3 (4) 5	0 1 2 3 4 5

Instructions to Evaluator: Review Instruction sheet. Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgement of the merits of the identified respondent's proposal.

Committee Member: David Garland (*Please print*) Dept.: Utility Systems

Signature: David Garland Date: 5/31/16

RFP # **20160104 Professional Services for Assisting the City with Regulatory Compliance for Injection Wells**

Respondent: Ardaman & Associates

A Criterion	B Weight Factor	C Maximum Points Independent Review	D Maximum Points Review with Panel
D. Assigned Staff Experience (Question 4 & 5)	10	0 1 2 (3) 4 5	0 1 2 3 4 5
Comments:			
E. Company Experience/History (Question 6 & 7)	8	0 1 2 3 (4) 5	0 1 2 3 4 5

Instructions to Evaluator: Review Instruction sheet. Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgement of the merits of the identified respondent's proposal.

Committee Member: David Garland (*Please print*) Dept.: Utility Systems

Signature: David Garland Date: 5/31/16

RFP # **20160104 Professional Services for Assisting the City with Regulatory Compliance for Injection Wells**

Respondent: L.S. Sims & Associates

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
D. Assigned Staff Experience (Question 4 & 5)	10	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			
E. Company Experience/History (Question 6 & 7)	8	0 1 2 3 4 5	0 1 2 3 4 5

Instructions to Evaluator: Review Instruction sheet. Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgement of the merits of the identified respondent's proposal.

Committee Member: David Garland (*Please print*) Dept.: Utility Systems

Signature: David Garland Date: 5/31/16

RFP # **20160104 Professional Services for Assisting the City with Regulatory Compliance for Injection Wells**

Respondent: Mc Nabb

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
D. Assigned Staff Experience (Question 4 & 5)	10	0 1 2 3 4 (5)	0 1 2 3 4 5
Comments: small but experienced staff			
E. Company Experience/History (Question 6 & 7)	8	0 1 2 3 4 (5)	0 1 2 3 4 5
experienced and familiar with City system; recent relevant experience; shorter learning			
curve w/ City system			

Instructions to Evaluator: Review Instruction sheet. Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgement of the merits of the identified respondent's proposal.

Committee Member: Mark Hamel *(Please print)* Dept.: Public Works

Signature: R Mark Hamel Date: 05-31-2016

RFP # **20160104 Professional Services for Assisting the City with Regulatory Compliance for Injection Wells**

Respondent: AECOM Technical Services

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
D. Assigned Staff Experience (Question 4 & 5)	10	0 1 2 3 4 (5)	0 1 2 3 4 5
Comments: large & experienced staff			
E. Company Experience/History (Question 6 & 7)	8	0 1 2 3 4 (5)	0 1 2 3 4 5
ample relevant projects in last 5 years			

Instructions to Evaluator: Review Instruction sheet. Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgement of the merits of the identified respondent's proposal.

Committee Member: Mark Hamel (*Please print*) Dept.: Public Works

Signature: R. Mark Hamel Date: 05-31-2016

RFP # **20160104 Professional Services for Assisting the City with Regulatory Compliance for Injection Wells**

Respondent: Ardaman + Assoc.

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
D. Assigned Staff Experience (Question 4 & 5)	10	0 1 2 (3) 4 5	0 1 2 3 4 5
Comments:			
E. Company Experience/History (Question 6 & 7)	8	0 1 2 (3) 4 5	0 1 2 3 4 5
3 relevant projects in last 5 years.			

Instructions to Evaluator: Review Instruction sheet. Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgement of the merits of the identified respondent's proposal.

Committee Member: Mark Hamel (*Please print*) Dept.: Public Works

Signature: R Mark Hamel Date: 05-31-2016

RFP # **20160104 Professional Services for Assisting the City with Regulatory Compliance for Injection Wells**

Respondent: L.S. Sims & Assoc.

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
D. Assigned Staff Experience (Question 4 & 5)	10	0 (1) 2 3 4 5	0 1 2 3 4 5
Comments: incomplete staff information			
E. Company Experience/History (Question 6 & 7)	8	0 (1) 2 3 4 5	0 1 2 3 4 5
incomplete project/company information			

Instructions to Evaluator: Review Instruction sheet. Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgement of the merits of the identified respondent's proposal.

Committee Member: Mark Hamel (*Please print*) Dept.: Public Works

Signature: R. Mark Hamel Date: 05/31/2016

RFP # 20160104 Professional Services for Assisting the City with Regulatory Compliance for Injection Wells

Respondent: MC Nabb

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
D. Assigned Staff Experience (Question 4 & 5)	10	0 1 2 3 4 5	0 1 2 3 4 5
Comments: Two dedicated with outsourcing as needed			
E. Company Experience/History (Question 6 & 7)	8	0 1 2 3 4 5	0 1 2 3 4 5
Knowledge of PSL IW. Completed abandonments			

Instructions to Evaluator: Review Instruction sheet. Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgement of the merits of the identified respondent's proposal.

Committee Member: Pierre Vignier (Please print) Dept.: USD

Signature: Pierre Vignier Date: 5/31/16

RFP # **20160104 Professional Services for Assisting the City with Regulatory Compliance for Injection Wells**

Respondent: AECOM

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
D. Assigned Staff Experience (Question 4 & 5)	10	0 1 2 3 4 5	0 1 2 3 4 5
Comments: 2 assigned .			
E. Company Experience/History (Question 6 & 7)	8	0 1 2 3 4 5	0 1 2 3 4 5
Good longevity ; abandonments			

Instructions to Evaluator: Review Instruction sheet. Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgement of the merits of the identified respondent's proposal.

Committee Member: Pierre Vignier (*Please print*) Dept.: USD

Signature: Pierre Vignier Date: 5/31/16

RFP # 20160104 Professional Services for Assisting the City with Regulatory Compliance for Injection Wells

Respondent: Ardaman

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
D. Assigned Staff Experience (Question 4 & 5)	10	0 1 2 3 4 5	0 1 2 3 4 5
Comments: Good qualifications			
E. Company Experience/History (Question 6 & 7)	8	0 1 2 3 4 5	0 1 2 3 4 5
Short list with IW permitting in last 5 years			

Instructions to Evaluator: Review Instruction sheet. Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgement of the merits of the identified respondent's proposal.

Committee Member: Pierre Vignier (*Please print*) Dept.: USD

Signature: [signature] Date: 5/31/16

RFP # **20160104 Professional Services for Assisting the City with Regulatory Compliance for Injection Wells**

Respondent: L.S. Sims

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
D. Assigned Staff Experience (Question 4 & 5)	10	0 1 2 3 4 5	0 1 2 3 4 5
Comments: Many private IW work and municipal.			
E. Company Experience/History (Question 6 & 7)	8	0 1 2 3 4 5	0 1 2 3 4 5
Good range of work.			

Instructions to Evaluator: Review Instruction sheet. Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgement of the merits of the identified respondent's proposal.

Committee Member: Pierre Vignier (*Please print*) Dept.: USD

Signature: Pierre Vignier Date: 5/31/16

20160104 Professional Services for Assisting the City with Regulatory Compliance for Injection Well

Question & Answer (Q&A) Sheet Committee

Company Name: Ardaman & Associates, Inc. 10:00 a.m.

Instructions to Evaluator: Listen attentively to the responses. Complete a separate evaluation form for each firm presenting. Each question must be assigned a On a 0 to 5 point scale, for example, 0 would represent an unacceptable response; 1, a poor response; 2, satisfactory; 3, good; 4, very good; and 5, excellent. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

A	B
Questions	Maximum Points Independent Review
1. What procedures would you use for a typical injection well mechanical integrity test here on the Treasure Coast? What are typical anomalies that you might encounter with the City's injection wells?	0 1 2 3 4 5
Comments: packer not seating, temp. differences in water used, failed testing equip.	
2. The City's various injection wells use a variety of different materials for the casings including steel, coated steel, FRP and stainless steel. Can you briefly describe some of the issues (pluses and minuses) that can arise from use of these materials for casing pipe? How might these issues manifest themselves in data trends such as injectivity index? How quickly can these issues manifest themselves?	0 1 2 3 4 5
Comments: growth, video, clean, some materials may respond to cleaning dirt., good seating for packer, injectivity index- errors in reporting, understand data	

Ardaman

20160104 Professional Services for Assisting the City with Regulatory Compliance for Injection Well

Question & Answer (Q&A) Sheet Committee

A	**B**
Questions	Maximum Points Independent Review
3. Describe how the injection capacity of an injection well might be "rehabilitated". What would be a reasonable extent that we can expect the well to be rehabilitated?	0 1 2 3 4 5
chemical treatment, collapse, reduction in capacity - drill + clear	

A	**B**
Questions	Maximum Points Independent Review
4. Can you describe some of the potential regulatory issues that might be facing the City's injection wells.	0 1 2 3 4 5

Ardaman

20160104 Professional Services for Assisting the City with Regulatory Compliance for Injection Well

Question & Answer (Q&A) Sheet Committee

losing capacity, lower pressure tests, equip. maint., migration of fluid to protected zone, correct analysis, explaination of issues,	

The point values entered above reflect my best independent judgment of the merits of the identified firm's responses.

Committee Member: Mark Hamel (*Please print*) Dept.: PW

Signature: R. Mark Hamel Date: 06-22-2016

20160104 Professional Services for Assisting the City with Regulatory Compliance for Injection Well

Question & Answer (Q&A) Sheet Committee

Company Name: AECOM Technical Services, Inc. 10:30 a.m.

Instructions to Evaluator: Listen attentively to the responses. Complete a separate evaluation form for each firm presenting. Each question must be assigned a On a 0 to 5 point scale, for example, 0 would represent an unacceptable response; 1, a poor response; 2, satisfactory; 3, good; 4, very good; and 5, excellent. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

A	B
Questions	Maximum Points Independent Review
1. What procedures would you use for a typical injection well mechanical integrity test here on the Treasure Coast? What are typical anomalies that you might encounter with the City's injection wells?	0 1 2 3 (4) 5
Comments: review, prelim, specific City concerns, detailed report, video log, temp log, radioactive tracer, specifications, MIT, contractor, packer, movement daily logs, report, review 5 yr history, packer seating breached,	
2. The City's various injection wells use a variety of different materials for the casings including steel, coated steel, FRP and stainless steel. Can you briefly describe some of the issues (pluses and minuses) that can arise from use of these materials for casing pipe? How might these issues manifest themselves in data trends such as injectivity index? How quickly can these issues manifest themselves?	0 1 2 3 (4) 5
Comments: life expect. issues, corrosion, biologicals, brushed, cleaning,	

AECOM

20160104 Professional Services for Assisting the City with Regulatory Compliance for Injection Well

Question & Answer (Q&A) Sheet Committee

A	**B**
Questions	Maximum Points Independent Review
3. Describe how the injection capacity of an injection well might be "rehabilitated". What would be a reasonable extent that we can expect the well to be rehabilitated?	0 1 2 3 (4) 5
two - mechanical, cleaning, scrubbing, jetting, flushing - chemical, oxidizer, biological growth - chlorine etc.	

A	**B**
Questions	Maximum Points Independent Review
4. Can you describe some of the potential regulatory issues that might be facing the City's injection wells.	0 1 2 3 (4) 5

20160104 Professional Services for Assisting the City with Regulatory Compliance for Injection Well

Question & Answer (Q&A) Sheet Committee

· capacity loss, scale develp., old, improper installation or maint, day 1 history not 5 yr, long term analysis,	

The point values entered above reflect my best independent judgment of the merits of the identified firm's responses.

Committee Member: Mark Hamel (*Please print*) Dept.: PW

Signature: R. Mark Hamel Date: 06-22-2016

20160104 Professional Services for Assisting the City with Regulatory Compliance for Injection Well

Question & Answer (Q&A) Sheet Committee

Company Name: McNabb Hydrogeologic Consulting, Inc. 11:00 a.m.

Instructions to Evaluator: Listen attentively to the responses. Complete a separate evaluation form for each firm presenting. Each question must be assigned a On a 0 to 5 point scale, for example, 0 would represent an unacceptable response; 1, a poor response; 2, satisfactory; 3, good; 4, very good; and 5, excellent. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

A	B
Questions	Maximum Points Independent Review
1. What procedures would you use for a typical injection well mechanical integrity test here on the Treasure Coast? What are typical anomalies that you might encounter with the City's injection wells?	0 1 2 3 4 (5)
Comments: plan, specs, bidding, all bid, selection, shedule, comm., collect data, report anomolies - MP - steel liner - abandon, risk, - data trends, WP - concerning trends, DEP mildly concerned w/ WP report last year	
2. The City's various injection wells use a variety of different materials for the casings including steel, coated steel, FRP and stainless steel. Can you briefly describe some of the issues (pluses and minuses) that can arise from use of these materials for casing pipe? How might these issues manifest themselves in data trends such as injectivity index? How quickly can these issues manifest themselves?	0 1 2 3 4 (5)
Comments: avoid steel - FRP #1; biologic build up w/ steel, coated steel failed in 6 months in MC, injectivity index slowly decrease w/ build up, could be gradual or sudden,	

A	B
Questions	Maximum Points Independent Review
3. Describe how the injection capacity of an injection well might be "rehabilitated". What would be a reasonable extent that we can expect the well to be rehabilitated?	0 1 2 3 4 5
- MIT - cleaning for packer - acid cleaning for biologics for decreased capacity. mech or chem cleaning - acidization needed @ Glades, expecting to get 80% of loss restored @ Glades w/ acidization.	

A	B
Questions	Maximum Points Independent Review
4. Can you describe some of the potential regulatory issues that might be facing the City's injection wells.	0 1 2 3 4 5

20160104 Professional Services for Assisting the City with Regulatory Compliance for Injection Well

Question & Answer (Q&A) Sheet Committee

NP- liability- if leaked- abandon- WP- regulatory concerns from DEP regarding monitoring wells- poss. fluid migration Glader- DEP concerned w/ classification of well, dual use = indust. class. possible req. to change class to municipal, consultant push to maintain industrial classification.	

The point values entered above reflect my best independent judgment of the merits of the identified firm's responses.

Committee Member: Mark Hamel (*Please print*) Dept.: PW

Signature: R. Mark Hamel Date: 06-22-2016

20160104 Professional Services for Assisting the City with Regulatory Compliance for Injection Well

Question & Answer (Q&A) Sheet Committee

Company Name: L.S. Sims 11:30 a.m.

Instructions to Evaluator: Listen attentively to the responses. Complete a separate evaluation form for each firm presenting. Each question must be assigned a On a 0 to 5 point scale, for example, 0 would represent an unacceptable response; 1, a poor response; 2, satisfactory; 3, good; 4, very good; and 5, excellent. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

A	B
Questions	Maximum Points Independent Review
1. What procedures would you use for a typical injection well mechanical integrity test here on the Treasure Coast? What are typical anomalies that you might encounter with the City's injection wells?	0 1 2 (3) 4 5
Comments: pressure test, radioactive tracers, temp. log, static, dynamic, video, anomalies-? - what to do while well is down for testing, look @ history,	
2. The City's various injection wells use a variety of different materials for the casings including steel, coated steel, FRP and stainless steel. Can you briefly describe some of the issues (pluses and minuses) that can arise from use of these materials for casing pipe? How might these issues manifest themselves in data trends such as injectivity index? How quickly can these issues manifest themselves?	0 1 2 (3) 4 5
Comments: impacts pressure, FRP smoother, coating can fail, corrosion @ joints,	

L.S. Sims

20160104 Professional Services for Assisting the City with Regulatory Compliance for Injection Well

Question & Answer (Q&A) Sheet Committee

A	B
Questions	Maximum Points Independent Review
3. Describe how the injection capacity of an injection well might be "rehabilitated". What would be a reasonable extent that we can expect the well to be rehabilitated?	0 1 2 3 4 5
pump out, remove solids, acidization, clean casing w/ brush, chemical,	

A	B
Questions	Maximum Points Independent Review
4. Can you describe some of the potential regulatory issues that might be facing the City's injection wells.	0 1 2 3 4 5

L.S. Simms

20160104 Professional Services for Assisting the City with Regulatory Compliance for Injection Well

Question & Answer (Q&A) Sheet Committee

issues with biologics in monitoring wells, every well is diff. need to evaluate the data,	

The point values entered above reflect my best independent judgment of the merits of the identified firm's responses.

Committee Member: Mark Hamel (*Please print*) Dept.: PW

Signature: R. Mark Hamel Date: 06-22-2016

20160104 Professional Services for Assisting the City with Regulatory Compliance for Injection Well

Question & Answer (Q&A) Sheet Committee

Company Name: Ardaman & Associates, Inc. 10:00 a.m.

Instructions to Evaluator: Listen attentively to the responses. Complete a separate evaluation form for each firm presenting. Each question must be assigned a On a 0 to 5 point scale, for example, 0 would represent an unacceptable response; 1, a poor response; 2, satisfactory; 3, good; 4, very good; and 5, excellent. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

A	B
Questions	Maximum Points Independent Review
1. What procedures would you use for a typical injection well mechanical integrity test here on the Treasure Coast? What are typical anomalies that you might encounter with the City's injection wells?	0 1 2 3 4 5
Comments: MIT pressure tests - casing or tubing leaks packer seat pressure change - temperature	
2. The City's various injection wells use a variety of different materials for the casings including steel, coated steel, FRP and stainless steel. Can you briefly describe some of the issues (pluses and minuses) that can arise from use of these materials for casing pipe? How might these issues manifest themselves in data trends such as injectivity index? How quickly can these issues manifest themselves?	0 1 2 3 4 5
Comments: Materials - growth (micro) or crusting, rust corrosion depends on liquid scrub/clean Injectivity Index - recording errors	

Ardaman

20160104 Professional Services for Assisting the City with Regulatory Compliance for Injection Well

Question & Answer (Q&A) Sheet Committee

A	**B**
Questions	Maximum Points Independent Review
3. Describe how the injection capacity of an injection well might be "rehabilitated". What would be a reasonable extent that we can expect the well to be rehabilitated?	0 1 2 3 4 ~~5~~
Chemical treatment for chemical encrustation or microbial growth Clear or drill out Boulder Zone Acid treatment	

A	**B**
Questions	Maximum Points Independent Review
4. Can you describe some of the potential regulatory issues that might be facing the City's injection wells.	0 1 2 3 4 5

Ardaman

20160104 Professional Services for Assisting the City with Regulatory Compliance for Injection Well

Question & Answer (Q&A) Sheet Committee

Regulatory Issues Capacity determination Water Quality → Migration into zones. Water levels in surrounding zones	

The point values entered above reflect my best independent judgment of the merits of the identified firm's responses.

Committee Member: David Garland (Please print) Dept.: PSLUSD

Signature: David Garland Date: 6/22/16

20160104 Professional Services for Assisting the City with Regulatory Compliance for Injection Well

Question & Answer (Q&A) Sheet Committee

Company Name: AECOM Technical Services, Inc. 10:30 a.m.

Instructions to Evaluator: Listen attentively to the responses. Complete a separate evaluation form for each firm presenting. Each question must be assigned a On a 0 to 5 point scale, for example, 0 would represent an unacceptable response; 1, a poor response; 2, satisfactory; 3, good; 4, very good; and 5, excellent. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

A	B
Questions	Maximum Points Independent Review
1. What procedures would you use for a typical injection well mechanical integrity test here on the Treasure Coast? What are typical anomalies that you might encounter with the City's injection wells?	0 1 2 3 4 (5)
Comments: Procedures - meetings City, TAC Plan Video Survey, Radioactive tracers Contractor procurement Review operation data - previous 5 yrs. Anomalies - tracer evaluation charting Packer breach - seal	
2. The City's various injection wells use a variety of different materials for the casings including steel, coated steel, FRP and stainless steel. Can you briefly describe some of the issues (pluses and minuses) that can arise from use of these materials for casing pipe? How might these issues manifest themselves in data trends such as injectivity index? How quickly can these issues manifest themselves?	0 1 2 3 (4) ~~5~~
Comments: Materials - life expectancy Scaling, corrosion, biological FRP best SS cost is high Injectivity Index - affected by scaling, corrosion, biological TSS, liquid injected	

A	B
Questions	Maximum Points Independent Review
3. Describe how the injection capacity of an injection well might be "rehabilitated". What would be a reasonable extent that we can expect the well to be rehabilitated?	0 1 2 3 4 (5)
Rehab to original condition 100% Brushing, waterjet - mechanical cleaning Chlorine, - chemical cleaning Acid - scale Cleaning tube reduces friction Remove solids out of well Permeability Zones	

A	B
Questions	Maximum Points Independent Review
4. Can you describe some of the potential regulatory issues that might be facing the City's injection wells.	0 1 2 3 4 (5)

Mineral scaling High solids Pressure loss Water quality for surrounding zones Historical trends longer than 5 yrs.	

The point values entered above reflect my best independent judgment of the merits of the identified firm's responses.

Committee Member: David Garland (*Please print*) Dept.: PSLLSD

Signature: David Garland Date: 6/22/16

20160104 Professional Services for Assisting the City with Regulatory Compliance for Injection Well

Question & Answer (Q&A) Sheet Committee

Company Name: McNabb Hydrogeologic Consulting, Inc. 11:00 a.m.

Instructions to Evaluator: Listen attentively to the responses. Complete a separate evaluation form for each firm presenting. Each question must be assigned a On a 0 to 5 point scale, for example, 0 would represent an unacceptable response; 1, a poor response; 2, satisfactory; 3, good; 4, very good; and 5, excellent. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

A	B
Questions	Maximum Points Independent Review
1. What procedures would you use for a typical injection well mechanical integrity test here on the Treasure Coast? What are typical anomalies that you might encounter with the City's injection wells?	0 1 2 3 4 (5)
Comments: Procedures - City Meeting Plan Specifications for bidding Selection of Contractor DEP communication Draft Report Anomalies - steel liner trending data Westport	
2. The City's various injection wells use a variety of different materials for the casings including steel, coated steel, FRP and stainless steel. Can you briefly describe some of the issues (pluses and minuses) that can arise from use of these materials for casing pipe? How might these issues manifest themselves in data trends such as injectivity index? How quickly can these issues manifest themselves?	0 1 2 3 4 (5)
Comments: Materials FRP corrosion resistance Injectivity Index - FRP best no change	

McNabb

20160104 Professional Services for Assisting the City with Regulatory Compliance for Injection Well

Question & Answer (Q&A) Sheet Committee

A	**B**
Questions	Maximum Points Independent Review
3. Describe how the injection capacity of an injection well might be "rehabilitated". What would be a reasonable extent that we can expect the well to be rehabilitated?	0 1 2 3 4 (5)
Packer + solid brushing Acid treatment for solids problems scaling and microbial Open borehole volume 80% of lost capacity recovered typically	

A	**B**
Questions	Maximum Points Independent Review
4. Can you describe some of the potential regulatory issues that might be facing the City's injection wells.	0 1 2 3 4 (5)

Mc Nabb

20160104 Professional Services for Assisting the City with Regulatory Compliance for Injection Well

Question & Answer (Q&A) Sheet Committee

Specific info. on City DIWs Glades Industrial Classification Concentrate High Level Disinfection Upward migration Filters & disinfection	

The point values entered above reflect my best independent judgment of the merits of the identified firm's responses.

Committee Member: David Garland (*Please print*) Dept.: PSLUSD

Signature: David Garland Date: 6/22/16

20160104 Professional Services for Assisting the City with Regulatory Compliance for Injection Well

Question & Answer (Q&A) Sheet Committee

Company Name: L.S. Sims 11:30 a.m.

Instructions to Evaluator: Listen attentively to the responses. Complete a separate evaluation form for each firm presenting. Each question must be assigned a On a 0 to 5 point scale, for example, 0 would represent an unacceptable response; 1, a poor response; 2, satisfactory; 3, good; 4, very good; and 5, excellent. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

A	B
Questions	Maximum Points Independent Review
1. What procedures would you use for a typical injection well mechanical integrity test here on the Treasure Coast? What are typical anomalies that you might encounter with the City's injection wells?	0 1 2 (3) 4 5
Comments: Procedures - Pressure Test Annular Space Install packer if required Radioactive tracer Temperature log Video Log Anomalies - not expected not familiar with City Migration - see in trending graphs	
2. The City's various injection wells use a variety of different materials for the casings including steel, coated steel, FRP and stainless steel. Can you briefly describe some of the issues (pluses and minuses) that can arise from use of these materials for casing pipe? How might these issues manifest themselves in data trends such as injectivity index? How quickly can these issues manifest themselves?	0 1 2 (3) 4 5
Comments: Materials - Pipe smoothness - less friction Not coated steel Injectivity Index	

L. S. Sims

20160104 Professional Services for Assisting the City with Regulatory Compliance for Injection Well

Question & Answer (Q&A) Sheet Committee

A	B
Questions	Maximum Points Independent Review
3. Describe how the injection capacity of an injection well might be "rehabilitated". What would be a reasonable extent that we can expect the well to be rehabilitated?	0 1 2 3 4 5
Pressure increase Plugging from organic material solids Air lifting solids Acid / Base cleaning Back flush Wire Brush	

A	B
Questions	Maximum Points Independent Review
4. Can you describe some of the potential regulatory issues that might be facing the City's injection wells.	0 1 2 3 4 5

L.S. Sims

20160104 Professional Services for Assisting the City with Regulatory Compliance for Injection Well

Question & Answer (Q&A) Sheet Committee

TKN levels in monitoring wells Disinfect City's wells problems - not familiar TDS and Chloride - water quality	

The point values entered above reflect my best independent judgment of the merits of the identified firm's responses.

Committee Member: David Garland (Please print) Dept.: PSLUSD

Signature: David Garland Date: 6/22/16

20160104 Professional Services for Assisting the City with Regulatory Compliance for Injection Well

Question & Answer (Q&A) Sheet Committee

Company Name: Ardaman & Associates, Inc. 10:00 a.m.

Instructions to Evaluator: Listen attentively to the responses. Complete a separate evaluation form for each firm presenting. Each question must be assigned a On a 0 to 5 point scale, for example, 0 would represent an unacceptable response; 1, a poor response; 2, satisfactory; 3, good; 4, very good; and 5, excellent. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

A	B
Questions	Maximum Points Independent Review
1. What procedures would you use for a typical injection well mechanical integrity test here on the Treasure Coast? What are typical anomalies that you might encounter with the City's injection wells?	0 1 2 3 4 (5)
Comments: MIT proves nothing wrong with the well when testing - problems with psi tests. could be tubing or casing. Packer equipment could not seat. leaks within the tubing and of temperature changes is from hydrant to flush well and pressurize IW. Black hose was hot and cause psi change. "watch for extern facts". Some times tubing can be old and cause psi problem. Psi guages could Also be a problem, contractor should have backup.	
2. The City's various injection wells use a variety of different materials for the casings including steel, coated steel, FRP and stainless steel. Can you briefly describe some of the issues (pluses and minuses) that can arise from use of these materials for casing pipe? How might these issues manifest themselves in data trends such as injectivity index? How quickly can these issues manifest themselves?	0 1 2 3 4 (5)
Comments: Any materials can hold growth from injectate H_2O. A visual inspection is important to find appropriate cleaning method. FRP requires a light cleaning. A good psi test that holds pressure means a solid foundation. example in Sanford city. Ardaman was able to see that data was	

inaccurate due to unclear data collected. They were able to clearly with city staff and FDEP.	
A	**B**
Questions	Maximum Points Independent Review
3. Describe how the injection capacity of an injection well might be "rehabilitated". What would be a reasonable extent that we can expect the well to be rehabilitated?	0 1 2 3 4 5
Bio build up can be chlorinated. Acidization can help open the bore hole. Boulder zone is very large holes. Some times loss of flow could be result of collapse, typically acidization can help boulder zone	

A	**B**
Questions	Maximum Points Independent Review
4. Can you describe some of the potential regulatory issues that might be facing the City's injection wells.	0 1 2 3 4 5

Ardouan

must strive to maintain IW capacity. Equipment must be maintained, including upper and lower monitoring wells. Worse scenario is migration of flow. Analysis must be done correctly.	

The point values entered above reflect my best independent judgment of the merits of the identified firm's responses.

Committee Member: Pierre Vignier (*Please print*) Dept.: USD

Signature: Pierre Vignier Date: 6/22/16

Ardaman

20160104 Professional Services for Assisting the City with Regulatory Compliance for Injection Well

Question & Answer (Q&A) Sheet Committee

Company Name: AECOM Technical Services, Inc. 10:30 a.m.

Instructions to Evaluator: Listen attentively to the responses. Complete a separate evaluation form for each firm presenting. Each question must be assigned a On a 0 to 5 point scale, for example, 0 would represent an unacceptable response; 1, a poor response; 2, satisfactory; 3, good; 4, very good; and 5, excellent. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

A	B
Questions	Maximum Points Independent Review
1. What procedures would you use for a typical injection well mechanical integrity test here on the Treasure Coast? What are typical anomalies that you might encounter with the City's injection wells?	0 1 2 3 4 (5)
Comments: SOP - meet with city for direction. TAC committee with state. Video, temp. → find holes, → tracers. FDEP approves mit data once approved with Dep, select. driller, on site supervision identify if movement and tracers. Review last 5year MIT. in other system tubing packers breaks caused loss of psi. wrote a scope of work to packer test, to cement breach and repack test.	
2. The City's various injection wells use a variety of different materials for the casings including steel, coated steel, FRP and stainless steel. Can you briefly describe some of the issues (pluses and minuses) that can arise from use of these materials for casing pipe? How might these issues manifest themselves in data trends such as injectivity index? How quickly can these issues manifest themselves?	0 1 2 3 (4) 5
Comments: Carbon steel 15-20 years life due to corrosion. Rust acts a food of Influent Coated steel has similar issues. FRP is a great product. (Easy to clean) stainless is very costly to use.	

Corrosion and scale cause friction loss in flow. monthly test reports will show loss in flow over time. TSS in water cause problem. chlorination can help clean. Stop pumage can also slow growth.	
A	B
Questions	Maximum Points Independent Review
3. Describe how the injection capacity of an injection well might be "rehabilitated". What would be a reasonable extent that we can expect the well to be rehabilitated?	0 1 2 3 (4) 5
To restore to normal capacity; means can be as brushing & water jetting. Chemical cleaning is a second phase of rehab. Cl_2 and Acid are used to clear the tube. High TSS can be pushed back into the formation. Air lifting can clean the pores of hole. Acid washing can be effective to Target flow zones. Geochemical mixing model can identify types of scaling is occuring.	

A	B
Questions	Maximum Points Independent Review
4. Can you describe some of the potential regulatory issues that might be facing the City's injection wells.	0 1 2 3 (4) 5

AECOM

High solids can cause injection flow. Reg requirements to retest to iden. Cy problem. find internal and external problems. Best to look back to day one historical data.	

The point values entered above reflect my best independent judgment of the merits of the identified firm's responses.

Committee Member: Pierre Vignier (Please print) Dept.: USD

Signature: [signature] Date: 6/22/16

AECOM

20160104 Professional Services for Assisting the City with Regulatory Compliance for Injection Well

Question & Answer (Q&A) Sheet Committee

Company Name: McNabb Hydrogeologic Consulting, Inc. 11:00 a.m.

Instructions to Evaluator: Listen attentively to the responses. Complete a separate evaluation form for each firm presenting. Each question must be assigned a On a 0 to 5 point scale, for example, 0 would represent an unacceptable response; 1, a poor response; 2, satisfactory; 3, good; 4, very good; and 5, excellent. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

A	B
Questions	Maximum Points Independent Review
1. What procedures would you use for a typical injection well mechanical integrity test here on the Treasure Coast? What are typical anomalies that you might encounter with the City's injection wells?	0 1 2 3 4 (5)
Comments: prepare MIT plan for city and have approved by FDEP, for future PGS pack contracts for contractor work. Review schedule w/ city / FDEP. We are on site to collect data. City may have problems @ NPIW with Back liner due to corrosion. Review trends with TSS increased. WP should be monitored as per FDEP direction	
2. The City's various injection wells use a variety of different materials for the casings including steel, coated steel, FRP and stainless steel. Can you briefly describe some of the issues (pluses and minuses) that can arise from use of these materials for casing pipe? How might these issues manifest themselves in data trends such as injectivity index? How quickly can these issues manifest themselves?	0 1 2 3 4 (5)
Comments: Yes manifestation can occur quickly. Avoid steel for IW. FRP will not show much in flow decrease. steel will show more C factor. Coated steel must have perfect coating. In Martin Cow small hole cause large problem	

will see slow clogging with steel. Can help reduce costs with Inj well problems by working with FDEP for options	
A	**B**
Questions	Maximum Points Independent Review
3. Describe how the injection capacity of an injection well might be "rehabilitated". What would be a reasonable extent that we can expect the well to be rehabilitated?	0 1 2 3 4 (5)
Always have contractor install a casing brush in the begining ~ cost factor ~ Acidization is a good solution for bio and scaling. Back flushing works but not likely a solution for city wells. For example Glades well requires acidization. How much Acid. Bore hole volume x 3 Acid @20% Should get back 80%.	

A	**B**
Questions	Maximum Points Independent Review
4. Can you describe some of the potential regulatory issues that might be facing the City's injection wells.	0 1 2 3 4 (5)

MaNabb

20160104 Professional Services for Assisting the City with Regulatory Compliance for Injection Well

Question & Answer (Q&A) Sheet Committee

NP IW should have a casing leak can be a problem. WP begining to see FDEP issuses in upper and lower Zone with NH_3. Dual use well @ Glades must remain as is. FDEP wants to change classification because concentrate is not injected. McNabb recommends not re-class.	

The point values entered above reflect my best independent judgment of the merits of the identified firm's responses.

Committee Member: Pierre Vignier (Please print) Dept.: USD

Signature: Pierre Vignier Date: 6/22/16

McNabb

20160104 Professional Services for Assisting the City with Regulatory Compliance for Injection Well

Question & Answer (Q&A) Sheet Committee

Company Name: L.S. Sims 11:30 a.m.

Instructions to Evaluator: Listen attentively to the responses. Complete a separate evaluation form for each firm presenting. Each question must be assigned a On a 0 to 5 point scale, for example, 0 would represent an unacceptable response; 1, a poor response; 2, satisfactory; 3, good; 4, very good; and 5, excellent. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

A	B
Questions	Maximum Points Independent Review
1. What procedures would you use for a typical injection well mechanical integrity test here on the Treasure Coast? What are typical anomalies that you might encounter with the City's injection wells?	0 1 2 (3) 4 5
Comments: Several steps: (Water) complete psi test; simple annualur (Industrial) IW: install packer and psi. - complete flow test - complete rad test - video service - sometimes not helpful; for base line ok. I don't expect anomalies with City wells, don't have data in front. Possible issues with flushing of the well during packer tests. All wells have 5 year MIT one well might have tracer movement. But should be reviewed.	
2. The City's various injection wells use a variety of different materials for the casings including steel, coated steel, FRP and stainless steel. Can you briefly describe some of the issues (pluses and minuses) that can arise from use of these materials for casing pipe? How might these issues manifest themselves in data trends such as injectivity index? How quickly can these issues manifest themselves?	0 1 (2) 3 4 5
Comments: Completed a study for St. Johns, I have not issues with types of materials. Smoothness of the pipe has effect on PSI. Stainless is very smooth. FRP has more friction. Coated pipe may be hard to maintain @ fitting.	

A	B
Questions	Maximum Points Independent Review
3. Describe how the injection capacity of an injection well might be "rehabilitated". What would be a reasonable extent that we can expect the well to be rehabilitated?	0 1 2 (3) 4 5
if showing well head increase. Did 2 in past. one plugged with BOP waste. to rehab, made series with pipes to Air lift to stress Aquifer. Remove 15,/18 lbs of solids. Completed job with acidization. Improved capacity of well, Second well had debri pumped in. Removed lots of solids. Acidization, brushed, flushed well to restore. We have driller specification available to fast rehabs. We are in the field for jobs.	

A	B
Questions	Maximum Points Independent Review
4. Can you describe some of the potential regulatory issues that might be facing the City's injection wells.	0 1 2 (3) 4 5

SIMS

TKN increase in monitoring wells can occur we have a solution by cleaning monitoring. During some older monitoring well design could be a result of design and drill. TDS is also a problem with monitoring wells. Those are some examples of what the FDEP looks at.	

The point values entered above reflect my best independent judgment of the merits of the identified firm's responses.

Committee Member: Pierre Vignier (Please print) Dept.: USD

Signature: Pierre Vignier Date: 6/22/16

SMS

AECOM

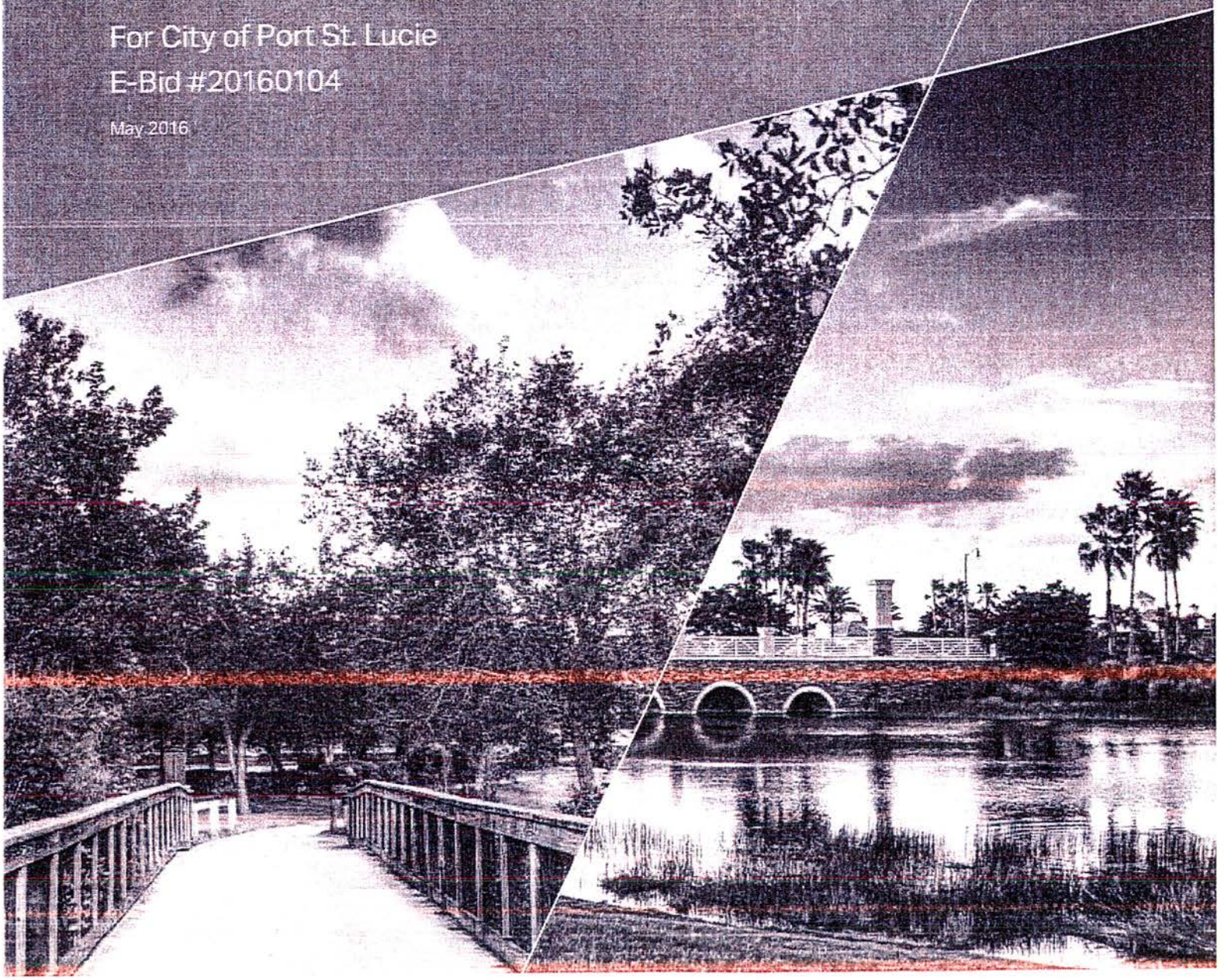
File #1

Professional Services for Assisting the City with Regulatory Compliance for Injection Wells

For City of Port St. Lucie

E-Bid #20160104

May 2016



AECOM

AECOM
2090 Palm Beach Lakes Blvd.
Suite 600
West Palm Beach, FL 33409
www.aecom.com

561 684 3375 tel
561 689 8631 fax

May 2016

Gina Jolly, Buyer
Procurement Management Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099

RE: E-BID #20160104 - Professional Services for Assisting the City with Regulatory Compliance for Injection Wells

Dear Selection Committee Members:

AECOM is firmly committed to providing the necessary resources to the City of Port St. Lucie to perform the tasks identified in the E-Bid #20160104 for Professional Service to Assist the City with Regulator Compliance for Injection Wells as described in Section II "Description of Services to be Provided." We are submitting your response to demonstrate our qualifications and abilities to complete those tasks.

We believe that the AECOM team combined with your highly respected and experienced staff will develop and manage sustainable injection well and environmental projects, while maintaining fiscal responsibility. We pledge to provide the most technically competent and experienced team of professionals to support the City's needs, when and where you need us.

Additionally, URS Corporation joined the AECOM family of companies on October 17, 2014. This allows AECOM (which contracts as AECOM Technical Services, Inc. in the US) further resources to enhance our staffing and experience on Underground Injection Control (UIC) projects.

AECOM's team possesses expertise to provide every service category included in this RFQ, including fully staffed local offices, with additional resources less than an hour away. Our team members have been meticulously selected to meet Port St. Lucie's needs, and promise to deliver timely and innovative technical solutions to Class I Injection Well System and UIC permit related issues.

Michael Bennett, PG will serve as Project Manager bringing more than 28 years of consulting experience related to Class I Injection Well Mechanical Integrity Testing and UIC Permitting. Before joining AECOM, Michael worked with the South Florida Water Management District where he conducted regional ground water resource development projects, especially related to the Floridan aquifer system. He also served the Well Construction Manager and Technical Lead for the Aquifer Storage and Recovery components of the Comprehensive Everglades Restoration Program (CERP). Michael will serve as the day-to-day point of contact, and will maintain close coordination with the City. He will work closely with the City Task Leader related to individual task assignments.

The AECOM team is proud to provide the assistance of Dr. Thomas Kwader, PhD, PG, a well-regarded state-wide expert in injection well technology and permitting. He was one of the 12 original members appointed by the FDEP to serve on the Technical Advisory Committee to develop the Underground Injection Control (UIC) rule for primacy in the State of Florida. Dr. Kwader will serve as the UIC Permitting Task Leader for this project with 38 years of UIC permitting experience and is the ideal person to obtain the UIC permits for this project.

The AECOM team has more than 100 years of experience in south Florida. We fully understand the local, regional, and statewide issues that can impact successful completion of typical mechanical integrity tests and issue of UIC operation permits

The team has broad experience with Class I injection well design, permitting, and testing oversight. Our comprehensive knowledge of permitting requirements and excellent working relationships with the regulatory agencies involved can be critical elements to the success of projects anticipated under this contract.

Our proven internal teaming arrangement allows us to work collaboratively to meet project schedules, control project budgets and respond to your needs. Regular progress meetings between the City's project manager(s) and AECOM's Project Manager will ensure that contract assignments are complete and delivered on schedule, and of the highest quality.

Choose AECOM because:

- We are committed to coordinating with, listening to, and responding to your needs
- We have a proven track record on similar projects
- We have a strong local presence and comprehensive local knowledge
- We are committed to meeting your schedules and budget
- We are knowledgeable regarding state regulated UIC testing guidelines and permitting requirements
- We have available local resources and skilled staff to work on all future projects
- We are committed to providing you with ISO 9001 certified quality and service

Our commitment - As a final note, we wish to extend our personal commitment to deliver our services in a responsive, competent, and cost effective manner.

We thank you for this opportunity to present our qualifications and project experience and look forward to moving to the next step in your selection process. If there are questions about our qualifications, please contact Michael Bennett at 561.684.3375.

Sincerely,

Mark Abbott, PG
Principal-in-Charge/Vice President

Michael W. Bennett

Michael Bennett, PG
Project Manager

E-Bid Reply Sheet/Questionnaire #20160104

Professional Services for Assisting the City with Regulatory Compliance for Injection Wells

It is understood and agreed that the following information is to be used by the City of Port St. Lucie to determine the qualifications of the personnel and firm as presented in this document. The Proposer waives any claim against the City that might arise with respect to any decision concerning the qualifications of the Proposer or the personnel of the Proposer.

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 of Port St. Lucie any pertinent information requested by the City deemed necessary to vary the information on this questionnaire.

Dated this 10th day of May, 2016

AECOM Technical Services, Inc.
Name of Organization / Proposer

(This is a word document please add space as needed.)

1. Where is your assigned staff's office located for this project, including address, telephone, fax number, e-mail address and contact person? I'll add the office addresses

   This project will be led from AECOM's West Palm Beach office located at:
   2090 Palm Beach Lakes Blvd.
   Suite 600
   West Palm Beach, FL 33409

   Our main point of contact is Michael Bennett. Michael is located in our West Palm Beach office.
   Phone: 561.684.3375
   Email: michael.bennett@aecom.com

   We also have staff on our team from our Tallahassee and Boca Raton office locations.

   Total number of staff for your firm within the Treasure Coast? 109

2. Is your firm a Certified Minority Business (yes or no)? no

3. Will your firm accept payment by Credit Card (yes or no)? yes

4. List all proposed personnel, (to include subcontractors) assigned to this project, including title, certifications, and years of experience applicable to this project scope. Please provide personnel names who will act as a back-up in the event the assigned personnel can't be reached.

Staff/Company Name	Title	Years Experience	Licenses	Certifications	Other
Mark Abbott/ AECOM	Sr. Operations Manager	29	PG		
Michael Bennett/ AECOM	Principal Hydrogeologist	28	PG		
Kwader, Thomas / AECOM	Sr. Geologist	38	PG		
Larry Lardieri/ AECOM	Principal Engineer	38	PE		
Jim Penkosky/ AECOM	Engineer	28	PE		
Hayman, David / AECOM	Sr. Environmental Engineer	26	PE		
Sullivan, Jamie / AECOM	Project Geologist	12	PG		
Liew, Earl / AECOM	Field Technician	39			
Burkule, Sonia / AECOM	Project Engineer	10			
Vivek (Vik) Kamath/ AECOM	Senior Engineer/Project Manager	4 years UIC	PE		Former FDEP/West Palm - Beach Program Administrator
David Webb, Jr./ All Webb's Enterprise's	Subcontractor	21		PBC SBE	
Stuart Anderson/ Applied Drilling Engineering	Subcontractor	38	Water Well Drilling License, Florida (#9027)		
Paul Petrey/ Applied Drilling Engineering	Subcontractor	32	Water Well Drilling License, Florida (#9340)		

(This is a word document add lines as needed)

5. List the experience of the staff assigned to this project, including sub-contractors and their applicable experience, with respect to Injection Wells, performing MIT's and Injection Well Permitting.

Staff Name	Company	Project Name & Description	Project Owner and Telephone Number
Michael Bennett Mark Abbott Jim Penkosky	AECOM	Mechanical Integrity Testing on Class I (Industrial) Injection Well (IW-1) at the George A. Haughney, P.E. Utility Complex	Cooper City Michael F. Baily PE Director of Utilities/City Engineer (954) 434-5519
Michael Bennett Jim Penkosky	AECOM	Well Testing and Rehabilitation of Class I Injection Well IW-1 at the George A. Haughney, P.E. Utility Complex	Cooper City Michael F. Baily PE Director of Utilities/City Engineer (954) 434-5519
Michael Bennett Mark Abbott David Webb, Jr. (All Webb's)	AECOM Subcontractor All Webb's Enterprises. Inc.	Mechanical Integrity Testing on Class I (Industrial) Injection Wells (IW-1 and IW-2) at the Water and Wastewater Reclamation Facility	Town of Davie Don Bayler Utilities Director 954-327-3741
Michael Bennett Mark Abbott	AECOM	Mechanical Integrity Testing on Class I (Industrial) Injection Wells (IW-1 and IW-2) at the West Water Treatment Plant	City of Miramar Ronald R. Eyma, P.E. Water Resources Manager (954) 883-6806
Michael Bennett Larry Lardieri Mark Abbott	AECOM Subcontractor Applied Drilling Engineering	Mechanical Integrity Testing on Class I (Industrial) Injection Well (IW-1) at the J. Robert Dean Water Treatment Plant.	FKAA Tom Walker Manager of Engineering 305.295.2140
Michael Bennett Larry Lardieri Mark Abbott	AECOM	Class I Injection Well 5 year Permit Renewal at the J. Robert Dean Water Treatment Plant.	FKAA Tom Walker Manager of Engineering 305.295.2140
Michael Bennett Mark Abbott Jim Penkosky	AECOM	Class I Injection Well 5 Year Permit Renewal at the George A. Haughney, P.E. Utility Complex	Cooper City Michael F. Baily PE Director of Utilities/City Engineer (954) 434-5519
Michael Bennett Larry Lardieri	AECOM	Mechanical Integrity Testing on Class I (Industrial) Injection Well WD-3 (2011 to 2016)	LPGC Paul Sumal Compliance Manager 661.762.6055
Michael Bennett Larry Lardieri	AECOM Subcontractor Applied Drilling Engineering	Mechanical Integrity Testing on Class I (Industrial) Injection Well (IW-1) at the Water/Wastewater Plant	City of Clewiston Kevin McCarthy, PE Utilities Director (863) 983-1454
Michael Bennett Larry Lardieri	AECOM	Class I Injection Well 5 Year Permit Renewal at the at the Water/Wastewater Plant.	City of Clewiston Kevin McCarthy, PE Utilities Director (863) 983-1454
Michael Bennett	AECOM	Construction and Operational Testing of Class I Injection Wells System at the Water and Wastewater Reclamation Facility	Town of Davie Don Bayler Utilities Director 954-327-3741

Professional Services for Assisting the City with Regulatory Compliance for Injection Wells

Michael Bennett	AECOM	Construction and Operational Permit 1 Year Extension	City of Hialeah Armando Vidal, P.E Director of Public Works 305-556-3800
Michael Bennett Larry Lardieri	AECOM	Mechanical Integrity Testing on Class I (Industrial) Injection Well System (IW-1 and IW-2) at the Tropical Farms Water/Wastewater Plant	Martin County Utilities James Mercurio Operations Manager 772-221-1439
Michael Bennett Larry Lardieri	AECOM	Mechanical Integrity Testing on Class I (Industrial) IW-2 Injection Well System at the North Martin County Water/Wastewater Plant	Martin County Utilities James Mercurio Operations Manager 772-221-1439
Michael Bennett Larry Lardieri	AECOM	Mechanical Integrity Testing and Plug and Abandonment and Closure of IW-1 at the North Martin County Water/Wastewater Plant	Martin County Utilities James Mercurio Operations Manager 772-221-1439
Michael Bennett	AECOM	Mechanical Integrity Testing; Operational Permit Renewal; Plug and Abandonment and Closure of Beeline Community Development District (Pratt Whitney)	BCDD Peter Pimentel Special District Services 561-630-4522
Michael Bennett	AECOM	South Florida Water Management District Class V Injection Well Plug and Abandonment and Closure of Berry Groves Site (Hendry County)	Bob Verrastro, PG SFWMD 561-682-6331
Vivek (Vik) Kamath Tom Kwader Sonia Burkule	AECOM	Collier County Landfill Leachate Deep Injection Well Project	Dayne Atkinson, Collier County Solid & Hazardous Waste Management Dept. (239.252.5337)
Burkule, Sonia; Cooper, Robert; Hayman, David: Kwader, Thomas; Liew, Earl; Sullivan, Jamie; David Webb, Jr. (All Webb's)	AECOM Subcontractor: All Webb's Enterprises	Injection Well No. 2 – Mechanical Integrity and Testing / Reporting	PBC SWA – 561-640-4000 (Thomas Sirna)
Burkule, Sonia; Cooper, Robert; Hayman, David: Kwader, Thomas; Liew, Earl; Sullivan, Jamie; David Webb, Jr. (All Webb's)	AECOM Subcontractor: All Webb's Enterprises	Injection Well No. 1 – Mechanical Integrity and Testing / Reporting	PBC SWA – 561-640-4000 (Thomas Sirna)
Burkule, Sonia; Cooper, Robert; Hayman, David: Kwader, Thomas; Liew, Earl; Sullivan, Jamie; David Webb, Jr. (All Webb's)	AECOM Subcontractor: All Webb's Enterprises	IW System Operation Permit Renewal Solid Waste Authority	PBC SWA – 561-640-4000 (Thomas Sirna)

(This is a word document add lines as needed)

6. List Deep Injection Well MIT's and Permit Renewals completed in South Florida awarded by other government agencies, to your firm in past 5 years that were similar to this scope of this project.

Project	Date of Award	Responsibility	Is Work Completed?	Amount of Contract
Mechanical Integrity Testing – Cooper City	2011 2015	MIT Plan, Technical Specifications, Testing Oversight and Reporting, FDEP Coordination	2011- Yes No - May 31, 2016	$29,984 $35,614
Mechanical Integrity Testing – Town of Davie	2011 2016	MIT Plan, Technical Specifications, Testing Oversight and Reporting, FDEP Coordination Provided Subcontractor to performing testing services	2011 – Yes No - May 29, 2016	$24,650 $111,147
Mechanical Integrity Testing – City of Miramar	2014	MIT Plan, Technical Specifications, Testing Oversight and Reporting, FDEP Coordination	Yes	$26,985
Mechanical Integrity Testing – City of Clewiston	2011	MIT Plan, Technical Specifications, Testing Oversight and Reporting, FDEP Coordination. Provided Subcontractor to perform testing services	Yes	$51,695
Mechanical Integrity Testing – FKAA	2013	MIT Plan, Technical Specifications, Testing Oversight and Reporting, FDEP Coordination. Provided Subcontractor to performing testing services	Yes	$73,980
Mechanical Integrity Testing – North Martin County	2011	MIT Plan, Technical Specifications, Testing Oversight and Reporting, FDEP Coordination.	Yes	$20,050
Construction Permit and Operational Testing Permit Renewal - Hialeah	2014	Prepared Construction Permit Renewal Application Package, Attended Public Meetings, Reviewed Draft Permit Conditions	Yes	$22,555

Professional Services for Assisting the City with Regulatory Compliance for Injection Wells

Class I Operation Permit Renewal – Cooper City	2014	Prepared Construction Permit Renewal Application, Attended Public Meetings, Reviewed Draft Permit Conditions	Yes	$21,199
Class I Operation Permit Renewal – Town of Davie	2015	Reviewed Permit Application Package and Draft and Final Permit Conditions	yes	$2,850
Class I Operation Permit Renewal – FKAA	2011	Prepared Construction Permit Renewal Application Package, Attended Public Meetings, Reviewed Draft Permit Conditions	Yes	$23,565
Collier County Landfill Leachate Deep Injection Well	August 2014	Design, Permitting and Construction Oversight	Design: 100% Permitting: 95% Construction Oversight: Pending	$923,000 (TOTAL)
Injection Well No. 2 – Mechanical Integrity and Testing / Reporting – PBC/SWA	May 2012	Primary Consultant	Yes	$78,000.00
IW System Operation Permit Renewal - PBC/SWA	June 2013	Primary Consultant	Yes	$54,873.00
Injection Well No. 1 – Mechanical Integrity and Testing / Reporting - PBC/SWA	September 2013	Primary Consultant	Yes	$145,000.00
			Total Amount	$1,668,274

7. Has your firm failed to complete any contract work awarded? Defaulted on a contract or had a contract canceled or terminated? If so, When and Why?
(This is a word document add lines as needed)

AECOM Technical Services, Inc. ("ATS") performs thousands of contracts each year. From time to time, occasions arise when ATS does not complete the performance of an awarded contract. These situations include (i) where a client terminates the contract for its convenience; e.g. where the client is unable to secure continued funding for the underlying project and, as a result, terminates the associated contract, (ii) where ATS ceases performance under the contract in accordance with the applicable terms of the contract in response to the client's nonpayment or other breach, and the contract is ultimately terminated; and (iii) where one of the contracting parties terminated the contract for default. Upon knowledge and belief, formed after reasonable inquiry, ATS (i) has not failed to complete a contract where the other party to such contract was not in breach unless the contract afforded ATS that right and (ii) ATS has not had a contract terminated by a client wherein that termination was ultimately determined to be other than for convenience except in the following two instances: 1) in May 2012, ATS received a letter of termination from its client Covidien, Inc., relating to a remediation project being performed on a Time & Materials basis. At the time this letter was received, ATS was awaiting authorization to continue site activities as the project budget had been exhausted. Covidien refused to issue additional authorizations and refused to make payment on overdue amounts within the prior Covidien-issued authorization. ATS was subsequently forced to file a claim in the Massachusetts state court. Covidien had the matter removed to Federal Court where the claims were consolidated. ATS disputes the validity of the termination; 2) in November of 2012, ATS received a notice from the City of Sarasota, Florida, notifying ATS that it has terminated its contract with ATS for the design of a sewer lift station for default. ATS disagrees with the termination. The City of Sarasota ultimately filed suit. ATS is vigorously defending the City's claims and the matter remains pending.

Please submit Form 330 in a separate file, preferably .pdf

ADDENDUM ACKNOWLEDGMENT - Proposer acknowledges that the following addenda have been received and are included in his/her proposal:

Addendum Number	Date Issued
Addendum #1	May 16, 2016

CERTIFICATION:

This E-RFP is submitted by: Name (print) AECOM Technical Services, Inc. who is an officer of the above firm duly authorized to sign proposals and enter into Contracts. I certify that this E-RFP is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal 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 comply with all requirements stated in the specifications for this E-RFP, and to accept the City's Contract in its entirety

I agree to abide by all conditions of this E-RFP.

Signature

Vice President
Title

(Balance of Page Intentionally Left Blank)

Certified Minority Business Certificate

AECOM is not a certified minority business.

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.
AECOM Technical Services, 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.)
7650 West Courtney Campbell Causeway

Requester's name and address (optional)

6 City, state, and ZIP code
Tampa, FL 33607

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
9 5 - 2 6 6 1 9 2 2

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here | **Signature of U.S. person ▶** | **Date ▶** 1/13/16

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.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/15/2016

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
Marsh Risk & Insurance Services
CA License #0437153
777 South Figueroa Street
Los Angeles, CA 90017
Attn: LosAngeles.CertRequest@Marsh.Com
06510 -*ECOM-01-16-17 Los An GAUPL 04 2019

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Company	16535
INSURER B : National Union Fire Insurance Co. of Pittsburgh, PA	19445
INSURER C : Illinois Union Insurance Co	27960
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
AECOM
and its subsidiaries
1999 Avenue of the Stars, Ste 2600
Los Angeles, CA 90067

COVERAGES CERTIFICATE NUMBER: LOS-001681380-24 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY			GLO 5965891 08	04/01/2016	04/01/2017	EACH OCCURRENCE	$	5,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	5,000,000
							MED EXP (Any one person)	$	5,000
							PERSONAL & ADV INJURY	$	5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$	10,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$	5,000,000
	OTHER							$	
A	AUTOMOBILE LIABILITY			BAP 5965893 08	04/01/2016	04/01/2017	COMBINED SINGLE LIMIT (Ea accident)	$	5,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$	
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$	
								$	
B	X UMBRELLA LIAB X OCCUR			BE 7528548	04/01/2016	04/01/2017	EACH OCCURRENCE	$	5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$	5,000,000
	DED RETENTION $							$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N	N / A					E.L. EACH ACCIDENT	$	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	
							E.L. DISEASE - POLICY LIMIT	$	
C	ARCHITECTS & ENG.			EON G21654693	04/01/2016	04/01/2017	Per Claim/Agg		2,000,000
	PROFESSIONAL LIAB.			""CLAIMS MADE""			Defense Included		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Evidence of insurance coverage

CERTIFICATE HOLDER

AECOM
1999 Avenue of the Stars, Suite 2600
Los Angeles, CA 90067

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
of Marsh Risk & Insurance Services
James L. Vogel

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

1/1/2017

DATE (MM/DD/YYYY) 12/7/2015

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

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

PRODUCER Lockton Insurance Brokers, LLC
License #0F15767
4275 Executive Square, Suite 600
La Jolla CA 92037
(858) 587-3100

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: *** SEE ATTACHMENT ***	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
1389302 AECOM
AECOM Technical Services, Inc.
7650 W. Courtney Campbell Causeway
Tampa FL 33607-1462

COVERAGES AECTE01 CERTIFICATE NUMBER: 13355054 REVISION NUMBER: XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / OCCUR			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ XXXXXXX
							MED EXP (Any one person)	$ XXXXXXX
							PERSONAL & ADV INJURY	$ XXXXXXX
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ XXXXXXX
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$ XXXXXXX
	OTHER:							$
	AUTOMOBILE LIABILITY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident)	$ XXXXXXX
	ANY AUTO						BODILY INJURY (Per person)	$ XXXXXXX
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ XXXXXXX
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
	UMBRELLA LIAB / OCCUR			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ XXXXXXX
	DED / RETENTION $							$ XXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	SEE ATTACHED ACORD 101	1/1/2016	1/1/2017	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Notice of Cancellation applies per attached endorsement.

CERTIFICATE HOLDER
13355054
Specimen-AECOM
7650 W. Courtney Campbell Causeway
Tampa FL 33607-1462

CANCELLATION See Attachments

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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ACORD 25 (2014/01)

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ACORD 101

Policy #	Issuing Company	State(s) Covered
0910710	Nat'l Union Fire Ins Co	OH
014268016	The Insurance Company of the State of Pennsylvania	FL
014268017	The Insurance Company of the State of Pennsylvania	ME
014268019	The Insurance Company of the State of Pennsylvania	IL,KY
014268020	The Insurance Company of the State of Pennsylvania	NV
014268021	The Insurance Company of the State of Pennsylvania	CO
014268022	The Insurance Company of the State of Pennsylvania	NJ,PA
014268023	The Insurance Company of the State of Pennsylvania	MA,ND,OH,WA,WI,WY
014268024	The Insurance Company of the State of Pennsylvania	CA
014268025	The Insurance Company of the State of Pennsylvania	IL,KY,NC,NH,UT,VT
014268026	The Insurance Company of the State of Pennsylvania	AL,AR,CO,CT,DC,DE,GA,HI,IA,ID,IN,KS,LA,MD,MI,MN,MO,MS, MT,NE,NM,NV,NY,OK,OR,RI,SC,SD,TN,TX,WV
014268027	The Insurance Company of the State of Pennsylvania	AK,AZ,VA
014268028	The Insurance Company of the State of Pennsylvania	NY
014268018	The Insurance Company of the State of Pennsylvania	IL,WA
014268029	The Insurance Company of the State of Pennsylvania	CO,ID,NM,SC,TN
014268030	The Insurance Company of the State of Pennsylvania	TX

Miscellaneous Attachment: M503712
Master ID: 1389302, Certificate ID: 13355054

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 1/1/2016 forms a part of Policy No. SEE ATTACHED ACORD 101

Issued to AECOM
AECOM Technical Services, Inc.

By The Insurance Company of the State of Pennsylvania

LIMITED ADVICE OF CANCELLATION TO SCHEDULED ENTITIES (WORKERS' COMPENSATION ONLY)

This policy is amended as follows:

In the event that the Insurer cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;

2. the **Named Insured** or, if applicable, any other employers named in Item 1 of the Information Page is under an existing contractual obligation to notify a certificate holder(s) when this policy is canceled (hereinafter, the "Certificate Holder(s)") and the **Named Insured** has provided the **Insurer**, either directly or through its broker of record, either:

(a) the name of the entity shown on the certificate, a contact name at such entity and the U.S. Postal Service mailing address of each such entity; or

(b) the email address of a contact at each such entity; and

3. prior to the effective date of cancellation, the **Named Insured** confirms to the Insurer, either directly or through its broker of record, that the persons or organizations set forth in the Schedule below, as well as their respective addresses listed, should continue to be a part of the Schedule and, if not, the names of the persons or organizations that should be deleted,

the **Insurer** will provide advice of cancellation (the "Advice") to each such Certificate Holder(s) confirmed by the **Named Insured** in writing to be correctly a part of the Schedule within 30 days after the **Named Insured** confirms the accuracy of the Schedule below with the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **Named Insured** confirms the accuracy of the Schedule below with the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided and subsequently confirmed by the **Named Insured** in writing, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following definitions apply to this endorsement:

1. **Named Insured** means the first named employer in Item 1 of the Information Page of this policy.

2. **Insurer** means the insurance company shown in the header on the Information Page of this policy.

WC 99 00 58
(Ed. 04/11)

Attachment Code: D503695
Master ID: 1389302, Certificate ID: 13355054

Applicable Current Licenses

Applicable current licenses for firm and staff are located on the following pages.

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL GEOLOGISTS

LICENSE NUMBER	
GB329	

The GEOLOGY BUSINESS
Named below IS CERTIFIED
Under the provisions of Chapter 492 FS.
Expiration date: JUL 31, 2016

AECOM TECHNICAL SERVICES INC
515 S. FLOWER STREET, SUITE 1050
LOS ANGELES CA 90071

State of Florida

Board of Professional Engineers

Attests that

AECOM Technical Services, Inc.

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

is authorized under the provisions of Section 471.023, Florida Statutes, to offer engineering services to the public through a Professional Engineer, duly licensed under Chapter 471, Florida Statutes.

Expiration: 2/28/2017
Audit No: 228201702357

CA Lic. No: 8115

State of Florida
Department of State

I certify from the records of this office that AECOM TECHNICAL SERVICES, INC. is a California corporation authorized to transact business in the State of Florida, qualified on August 21, 1995.

The document number of this corporation is F95000004014.

I further certify that said corporation has paid all fees due this office through December 31, 2016, that its most recent annual report/uniform business report was filed on April 18, 2016, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-seventh day of April, 2016

Ken Detzner

Secretary of State

Tracking Number: CU3141308533

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Licensee Information

Name	ABBOTT, MARK JAROLD (Primary Name)
Main Address	2090 PALM BEACH LAKES BLVD SUITE 800 WEST PALM BEACH Florida 33409
County	PALM BEACH
License Mailing	8267 NW 42 STREET CORAL SPRINGS FL 33065
County	BROWARD
LicenseLocation	

License Information

License Type	Professional Geologist
Rank	PG
License Number	PG1528
Status	Current,Active
Licensure Date	08/01/1983
Expires	07/31/2018

Licensee Information

Name	BENNETT, MICHAEL WILLIAM (Primary Name)
Main Address	373 KNOTTYWOOD LN WELLINGTON Florida 33414
County	PALM BEACH
License Mailing	
LicenseLocation	

License Information

License Type	Professional Geologist
Rank	PG
License Number	PG1558
Status	Current,Active
Licensure Date	08/01/1983
Expires	07/31/2018

Licensee Information

Name	HAYMAN, DAVID PRENTIS (Primary Name)
Main Address	6676 THORNHILL COURT BOCA RATON Florida 334330000
County	PALM BEACH
License Mailing	
LicenseLocation	

License Information

License Type	Professional Engineer
Rank	Prof Engineer
License Number	48082
Status	Current,Active
Licensure Date	07/15/1994
Expires	02/28/2017

Licensee Information

Name	KAMATH, VIVEK SANJIV (Primary Name)
Main Address	9554 NEWPORT ROAD BOCA RATON Florida 334342849
County	PALM BEACH
License Mailing	
LicenseLocation	

License Information

License Type	Professional Engineer
Rank	Prof Engineer
License Number	42618
Status	Current,Active
Licensure Date	02/22/1996
Expires	02/28/2017

Licensee Information

Name:	KWADER, THOMAS (Primary Name)
Main Address:	2620 LUCERNE DR TALLAHASSEE Florida 32303
County:	LEON
License Mailing:	
License Location:	

License Information

License Type:	Professional Geologist
Rank:	PG
License Number:	PG254
Status:	Current,Active
Licensure Date:	09/13/1988
Expires:	07/31/2016

Licensee Information

Name:	PENKOSKY, JAMES GEORGE (Primary Name)
Main Address:	4260 S W 152ND AVE MIRAMAR Florida 33027
County:	BROWARD
License Mailing:	
License Location:	

License Information

License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	47591
Status:	Current,Active
Licensure Date:	02/18/1994
Expires:	02/28/2017

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL GEOLOGISTS

LICENSE NUMBER	
PG2843	

The PROFESSIONAL GEOLOGIST
Named below IS LICENSED
Under the provisions of Chapter 492 FS
Expiration date: JUL 31, 2016

SULLIVAN, JAMIE ROBERT
10124 WINDTREE LANE SOUTH
BOCA RATON FL 33428

State of Florida
Board of Professional Engineers
Attests that
Lawrence Anthony Lardieri, P.E.
FBPE
Is licensed as a Professional Engineer under Chapter 471, Florida Statutes
Expiration: 2/28/2017
Audit No: 228201720631
P.E. Lic. No: 26948

State of Florida
Department of State

I certify from the records of this office that APPLIED DRILLING ENGINEERING, INC. is a corporation organized under the laws of the State of Florida, filed on October 18, 2006.

The document number of this corporation is P06000132546.

I further certify that said corporation has paid all fees due this office through December 31, 2016, that its most recent annual report/uniform business report was filed on January 6, 2016, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

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

Ken Detzner

Secretary of State

Tracking Number: CC0053154733

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

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

LICENSE NUMBER	
CGC035886	

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

HAGGERTY, EUGENE
ALL WEBBS ENTERPRISES INC
7980 SOUTHEAST RIVER LANE
STUART FL 34997

ISSUED: 06/09/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1406090000937

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving *you.*

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

"LOCATED AT"
309 COMMERCE WAY
JUPITER, FL 33458-5527

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0099 WATER WELL CONTRACTOR	WEBB DAVID	CGC035886	U15.735569 - 09/10/15	$27.50	B40154490

This document is valid only when receipted by the Tax Collector's Office.

B3 - 496

ALL WEBBS ENTERPRISES INC
ALL WEBBS ENTERPRISES INC
309 COMMERCE WAY
JUPITER, FL 33458-5527

STATE OF FLORIDA
PALM BEACH COUNTY
2015/2016 LOCAL BUSINESS TAX RECEIPT

LBTR Number: 198233238
EXPIRES: SEPTEMBER 30, 2016

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

STATE OF FLORIDA
WATER WELL CONTRACTOR LICENSE
Issued to
David W. Webb

License No. 2040 Expires 7/31/2017

DISTRICT CERTIFICATION OFFICER

TRUTH-IN-NEGOTIATION CERTIFICATE AND AFFIDAVIT
E-Bid #20160104
Professional Services for Assisting the City with Regulatory Compliance for Injection Wells

STATE OF FLORIDA §
COUNTY OF ST. LUCIE §

Before me, the undersigned authority, personally appeared affiant Mark Abbott* who being first duly sworn, deposes and says:

1. That the undersigned firm is furnishing this Truth in Negotiation Certificate pursuant to Section 287.055(5)(a) of the Florida Statutes for the undersigned firm to receive an agreement for professional services with the City of Port St. Lucie, St. Lucie County, Florida.

2. That the undersigned firm is a corporation which engages in furnishing professional engineering services and is entering into an agreement with the City of Port St. Lucie, St. Lucie County, Florida to provide professional services for a project known as **#20150039-Professional Services for Assisting the City with Regulatory Compliance for Injection Wells**

3. That the undersigned firm has furnished the City of Port St. Lucie, St. Lucie County, Florida a detailed analysis of the cost of the professional services required for the project.

4. That the wage rate information and other factual unit cost, which the undersigned firm furnished, were accurate, complete and current at the time the undersigned firm and the City of Port St. Lucie entered into the agreement for professional services on the project.

5. That the agreement which the undersigned firm and the City of Port St. Lucie entered into on this job contained a provision that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the City of Port St. Lucie determines the agreement price was increased due to inaccurate, incomplete or non-current wage rates or other factual unit cost and that all such agreement adjustments shall be made within one (1) year following the end of the agreement.

FURTHER AFFIANT SAYETH NAUGHT

AECOM Technical Services, Inc.
Name of Firm

By: Mark Abbott, Vice President

The foregoing instrument was acknowledged before me by MARK ABBOTT

who has produced N/A as identification or is personally known to me.

WITNESS my hand and official seal in the State of County last aforesaid this 10th day of May, 2016.

(SEAL)

SHIRLEY STARK
Notary Public - State of Florida
Commission # FF 194161
My Comm. Expires Mar 22, 2019

Shirley Stark
Signature

SHIRLEY STARK
Notary Name (typed or printed)

* The information provided in this Certificate is to the knowledge and belief of the person signing the Certificate.

DRUG-FREE WORKPLACE FORM

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

May 10, 2016
Date

CHECKLIST
BID # 20160104
Professional Services for Assisting the City with Regulatory Compliance for Injection Wells

Name of Bidder: AECOM Technical Services, 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.

- ✓ E-Bid Reply Sheet #20160104 with proper signatures upload to DemandStar
- n/a Certified Minority Business Certificate (if applicable)
- ✓ Required W-9 uploaded to DemandStar
- ✓ Copy of Insurance Certificate in accordance with the E-Bid documents uploaded to DemandStar
- ✓ Copy of all required licenses and certifications to do work in the City of Port St. Lucie uploaded to DemandStar.
- ✓ Drug-Free Workplace Form uploaded to DemandStar
- ✓ Truth in Negotiation uploaded to DemandStar
- ✓ Copy of the Checklist uploaded to DemandStar
- ✓ Each Bid Addendum (when issued) is acknowledged on the E-Bid Reply Sheet #20160104
- ✓ Have reviewed the Contract and accept all City Terms and Conditions
- ✓ 330 Form uploaded to DemandStar

AECOM

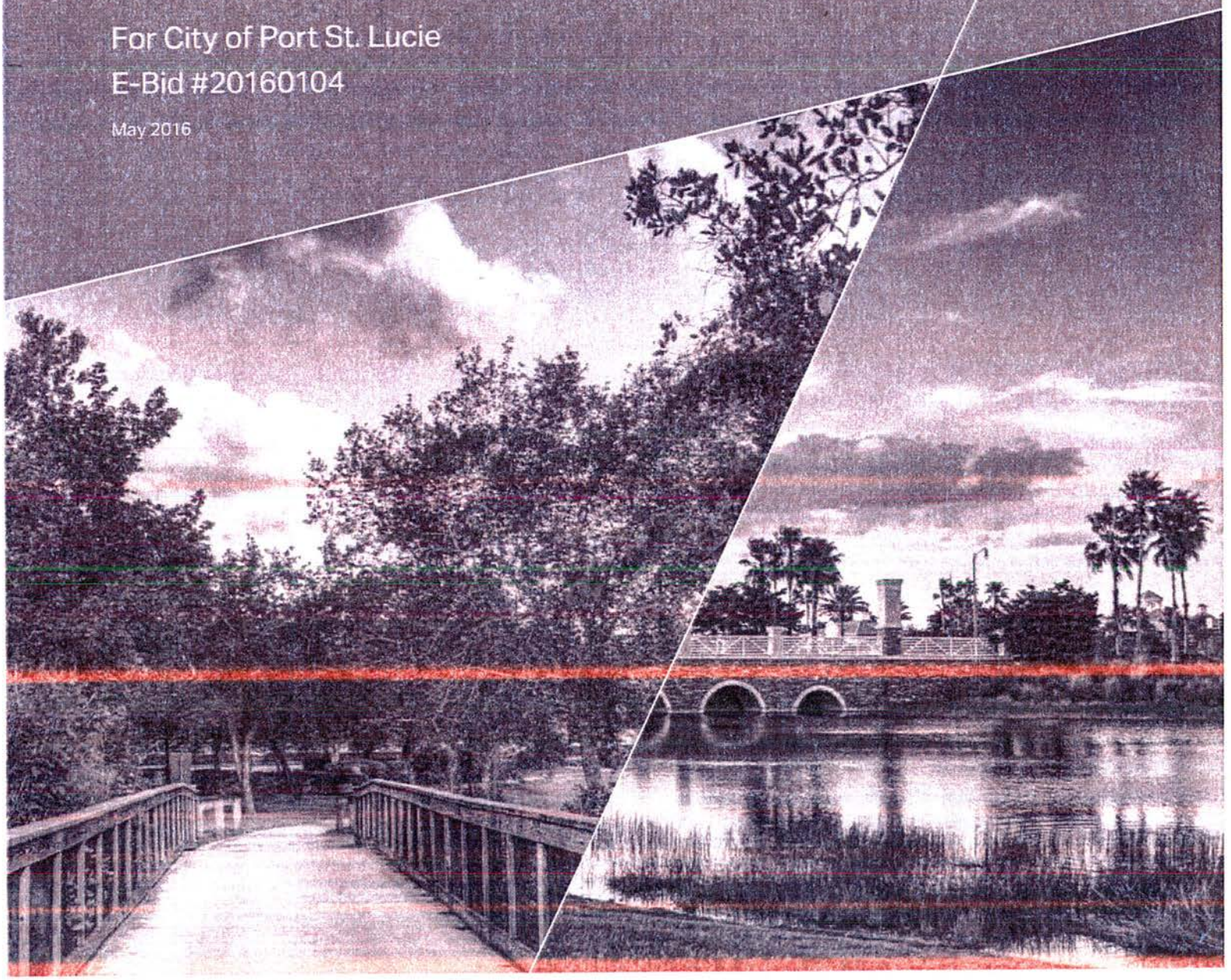
File #2

Professional Services for Assisting the City with Regulatory Compliance for Injection Wells

For City of Port St. Lucie

E-Bid #20160104

May 2016



ARCHITECT – ENGINEER QUALIFICATIONS

PART I – CONTRACT SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION (City and State)

Professional Services for Assisting the City with Regulatory Compliance for Injection Wells, Port St. Lucie, FL

2. DUE DATE	3. SOLICITATION OR PROJECT NUMBER
May 20, 2016	E-Bid #20160104

B. ARCHITECT – ENGINEER POINT OF CONTACT

4. NAME AND TITLE

Michael Bennett, Project Manager

5. NAME OF FIRM

AECOM Technical Services, Inc.

6. TELEPHONE NUMBER	7. FAX NUMBER	8. E-MAIL ADDRESS
561.684.3375	561.689.8531	Michael.Bennett@aecom.com

C. PROPOSED TEAM

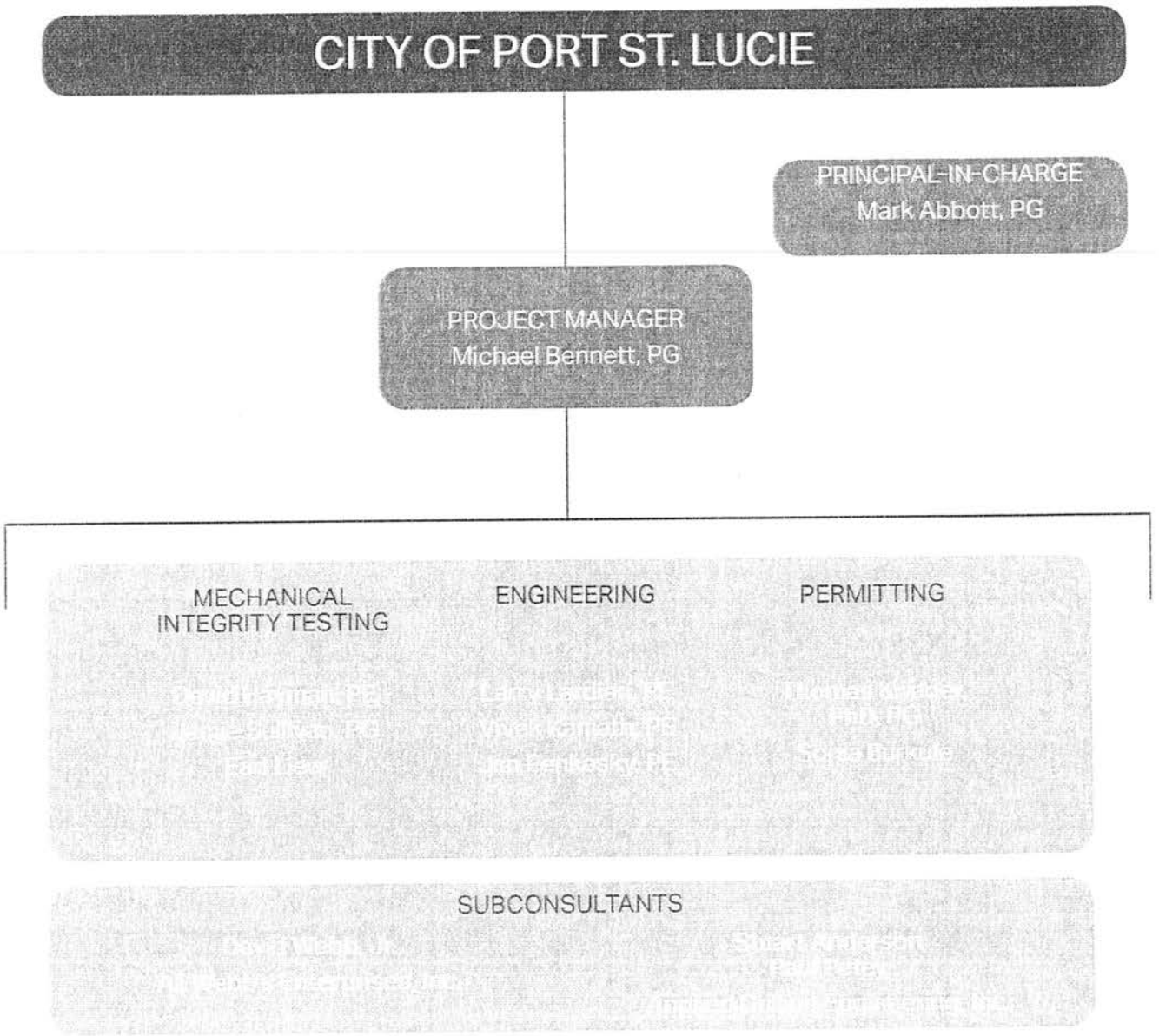
	9. Check			9. Firm Name	10. Address	11. Role in this Contract
	FIRM	JV PARTNER	SUB CONTR.			
a.	✓			AECOM Technical Services, Inc. [✓] CHECK IF BRANCH OFFICE	2090 Palm Beach Lakes Blvd. Suite 600 West Palm Beach, FL 33409	Prime Contractor. Office from which work will be led.
b.	✓			AECOM Technical Services, Inc. [✓] CHECK IF BRANCH OFFICE	7800 Congress Avenue Suite 200 Boca Raton, FL 33487	Prime Contractor
c.	✓			AECOM Technical Services, Inc. [✓] CHECK IF BRANCH OFFICE	1625 Summit Lake Drive Suite 200 Tallahassee, FL 32317	Prime Contractor
d.			✓	All Webb's Enterprises, Inc. [ ] CHECK IF BRANCH OFFICE	309 Commerce Way Jupiter, FL 33458	Subcontractor
e.			✓	Applied Drilling [ ] CHECK IF BRANCH OFFICE	10014 North Dale Mabry Hwy Suite 205 Tampa, FL 33618	Subcontractor
f.						
g.						

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

1 (Attached)

AUTHORIZED FOR LOCAL REPRODUCTION
MANDATORY USE DATE OF FORM 6/2004

TEAM ORGANIZATIONAL CHART



E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE a. TOTAL	b. WITH CURRENT FIRM
Mark Abbott, PG	Principal-in-Charge	29	11

15. NAME OF FIRM AND LOCATION (City and State)

AECOM Technical Services, Inc., West Palm Beach, FL

16. EDUCATION (Degree and Specialization)	17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)
BS, Geology, Florida Atlantic University	Professional Geologist, Florida (#PG1578)

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

With 29 years of experience is in the field of groundwater resources, hydrogeology and water supply, Mark Abbott has managed and completed projects related to the management and development of surface water and groundwater resources including basin planning, groundwater modeling, conjunctive use, wellfield expansion, water use permitting, and water quality evaluations.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED: PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)
Town of Davie Utilities Class I Industrial Disposal Well System, Davie, FL	2012	2012

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Provided technical oversight to team of engineers and geologists during the permitting and construction of a new system to dispose of brine from the Town's new Brackish Water Reverse Osmosis water plant and MBR WWTP. This Deep Injection Well System is the largest diameter alternative design system in the State of Florida with a 20-inch fiberglass tubing, cemented in a 30-inch diameter non- seamless steel casing.

b.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED: PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)
City of Hialeah Class I Industrial Disposal Well System Start Up and Operation, Hialeah, FL	2013	2013

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Technical lead for the initial testing and operations of a new Class I Industrial Disposal well system. Activities included the testing required for conversion of the construction permit to operational testing and defining the requirements for the future issuance of the operation permit.

c.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED: PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)
City of North Miami Beach Norwood-Oeffler Class I Industrial Disposal Well Construction, North Miami Beach, FL	2005	2005

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Managed the final permitting and construction of a deep injection well system well to dispose of industrial waste (concentrate) from a new reverse osmosis plant for public supply.

d.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED: PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)
City of Miramar Western Water Treatment Plan Concentrate Disposal Well Retrofit, Miramar, FL	2005	n/a

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — ☒ Check if project performed with current firm

During the performance of the mechanical integrity test on the City's concentrate disposal wells, a failure of the casing liner was identified. Oversaw the fast-track permitting and construction to the retrofit the existing concentrate disposal wells to keep the water plant on-line. Worked with the FDEP for the permitting of the alternate design using a cemented-in-place fiberglass casing liner. Oversaw field work and testing of the retrofi t.

e.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED: PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)
Manatee Conty Reclaimed Water Aquifer Storage and Recovery Demonstration, Manatee County, FL	2005	n/a

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Project manager for the interpretation of permitting requirements and identifying lithologic constraints to upward migration. Directed the completion of the feasibility study and receipt of a water quality criteria exemption to allow for the storage of reclaimed water in the potable portion of the Upper Floridan aquifer. Managed the completion of the basis of design and the development of plans and specifications for the construction of a Class V injection well system and modification to a wastewater treatment facility.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE a. TOTAL	b. WITH CURRENT FIRM
Michael Bennett, PG	Project Manager	27	9

15. NAME OF FIRM AND LOCATION (City and State)

AECOM Technical Services, Inc., West Palm Beach, FL

16. EDUCATION (Degree and Specialization)	17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)
Master, Hydrogeology, Old Dominion University Bachelor, Geology, California University of Pennsylvania	Professional Geologist, Florida (#1558), Texas, Louisiana

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

Michael Bennett is experienced in the design, permitting and construction of Class I and Class V injection well sytems and subsequent mechanical integrity testing and re-permitting process in accordance with Chapter 62-528 of the Florida Administrative Code.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED: PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)
Mechanical Integrity Testing Report, Injection Well No.1, Florida Keys Aquaduct Authority, Florida City, FL	2013	n/a

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [X] Check if project performed with current firm

Project Manager: Prepared the MIT Work Plan and Technical Specifications and Drawing for FDEP review and concurrence prior to conducting MIT operations. Oversaw MIT Testing operations that included a downhole video survey, casing pressure test using downhole inflatable packers, high resolution temperature and caliper logs, and radioactive tracer survey (RTS). Identified and retained the services of Subcontractor (Applied Drilling Engineering) to completed MIT field services. Compiled and reviewed the operational and monitoring data and wrote the MIT Report and signed and sealed the submitted report to the FDEP. Cost: $73,980

b.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED: PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)
Design, Permitting and Construction of a Class I Injection Well System – Florida Keys Aquaduct Authority, Florida City, FL	2009	2010

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [X] Check if project performed with current firm

Class I Injection Well Technical Lead: Provided design and permitting services for the construction of this Class Industrial Injection Well System. Oversaw all construction and testing related activities, attended contruction progress meetings and prepared progress reports (weekly summary reports to FDEP) during the construction and testing oversight. Upon completion oversaw the initial specific injectivity and mechancial integrity tests. Completed the Engineering/Well Completion Report, Operation and Maintence Manual and Operational Testing Request to FDEP to gain operational testing clearance under the construction permit. Cost: $225,235

c.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED: PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)
Design, Permitting and Construction of a Class I Injection Well System at the Water Treatment and Wastewater Reclamation Facilty – Town of Davie, FL	2010	2011

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [X] Check if project performed with current firm

Class I Injection Well Technical Lead: Provided design and permitting services for the contruction of this Class Industrial Injection Well System. Oversaw all construction and testing related activities, schedulesd and attended contruction progress meetings and prepared progress reports (weekly summary reports of FDEP) and was main point of contact during the construction and testing oversight. Upon completion, oversaw the initial specific injectivity and mechancial integrity tests. Completed the Engineering/Well Completion Report, Operation and Maintence Manual and Operational Testing Request to FDEP to gain operational testing clearance under the construction permit. Cost: $723,560

d.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED: PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)
Class I Injection Well Operation Re-Permtting Application, Florida Keys Aquaduct Authority, Florida City, FL	2013	n/a

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [X] Check if project performed with current firm

Project Manager: Completed the FDEP application and supporting information in concert with the FKAA and AECOM Engineer of Record and provided the subsequent written response to FDEP's Request for Additional Information related to the renewing the 5 year Operation Permit for the Florida Keys Authority's Class I Injection Well System IW-1 in accordance with 62-528 FAC. Scheduled and attended public meeting, coordinate a specific purpose survey, coordinated all public noticing, reviewed and provided comments on the Draft and Final Operation Permit Cost: $23,565

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Thomas Kwader, PhD, PG	Permitting	40	32

15. NAME OF FIRM AND LOCATION (City and State)

AECOM Technical Services, Inc., Tallahassee, FL

16. EDUCATION (Degree and Specialization)	17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)
PhD, Geology, Florida State University Master, Geology, Florida State University Bachelor, Geology, Florida State University	Professional Geologist, Florida (#254), Georiga, North Carolina, South Carolina

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

Dr. Tom Kwader has studied numerous water quality related projects involving large-scale groundwater withdrawals on local and regional scales, and is regarded as an expert on groundwater recovery and treatment systems and injection well technology. In the early 1980s, he was one of the 12 members appointed by the Florida Department of Environmental Protection (FDEP) to serve on the Technical Advisory Committee to develop the Underground Injection Control (UIC) rule for primacy of the State of Florida to address the underground injection of wastewater in Florida. Tom has taught two full-day courses on formation evaluation for injection zones, and mechanical integrity testing of injection wells at USEPA Region 4 headquarters in Atlanta and Region 5 in Chicago. He is considered an expert in most all types of well construction and borehole geophysical logging. He has personally logged a wide range of sewage effluent and high pressure industrial injection wells. In addition to being a PG, Tom is a Certified Water Well Contractor: NGWA; Certified Well Log Analyst/ SPWLA/ #5851; and a Licensed Water Well Contractor.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED: PROFESSIONAL SERVICES	(2) YEAR COMPLETED: CONSTRUCTION (If Applicable)
Southern Company Class I Injection Wells, Mossy Point, MS	June 2013 - June 2015	Dec. 2014 - June 2015

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Permitting Specialist / Principal Hydrogeologist. AECOM designed, permitted and oversaw the construction of two 9,500 ft. Class 1 injection wells at Plant Daniel in southern Mississippi. The two well were specifically designed to dispose of up to 300 gallons per minute of low pH flue gas desulfurization wastewater. Dr. Kwader worked closely with the MDEQ UIC Permitting Chief, Jimmy Sparks to abandon two previously constructed injection wells which were used for CO2 disposal, but not adequate for the flue gas water. The new wells were completed with a corrosion resistant extruded chromium alloy pipe for longevity in low pH and high temperature (250 F) application.

b.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED: PROFESSIONAL SERVICES	(2) YEAR COMPLETED: CONSTRUCTION (If Applicable)
Waste Management- Class 1 Permit, Walker, LA	March, 2016 - present	n/a

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Permitting Specialist / Principal Hydrogeologist. Providing technical assistance, leachate injection well for a large landfill located near Baton Rouge, (Walker), Louisiana. Scope of work includes: Permit review, well design, geologic/well log interpretation, and assistance with presentations at public meetings. Currently completing first draft of Permit.

c.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED: PROFESSIONAL SERVICES	(2) YEAR COMPLETED: CONSTRUCTION (If Applicable)
Waste Management Class 1 Non-hazardous Waste Permit, Marianna, FL	April, 2016 - present	n/a

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Permitting Specialist / Principal Hydrogeologist. Recently awarded a contract to obtain a Class 1 non- hazardous waste Permit for a leachate disposal well near Marianna , FL. The well will initially be permitted as aa Class 5 well to accelerate the Permitting process, to obtain site specific information for the Class 1 Permit. This well will be the first Class 1 well within a 100 mile radius of this site, and completed with a screen rather than the open hole type completion.

d.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED: PROFESSIONAL SERVICES	(2) YEAR COMPLETED: CONSTRUCTION (If Applicable)
Municipal Waste Injection Well Rehabilitation, Tubing Replacement, Permit Renewal, and Monitoring Well Abandonment Replacement, Palm Beach County Solid Waste Authority, West Palm Beach, FL	2007	2007-2009

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Permitting Specialist / Principal Hydrogeologist. These wells lost efficiency due to biofouling of injection tubing. Oversaw the tubing in both the Class 1 leachate wells (IW-1 and IW-2) with a fiberglass tubing. Conducted baseline efficiency testing of completed repairs prior to placing wells into service. Served as a Technical Advisor for a replacement 17 year leaking steel tubing with fiberglass tubing. Also, prepared UIC Permit renewals in 2004, 2009, and 2014 and managed the Mechanical Integrity Testing of wells IW-1 and IW-2. Currently preparing monitoring well abandonment specifications and preparing replacement monitoring well specification for associated monitoring wells.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE a. TOTAL	b. WITH CURRENT FIRM
Lawrence Lardieri, PE	Principal Engineer	42	27

15. NAME OF FIRM AND LOCATION (City and State)

AECOM Technical Services, Inc., West Palm Beach, FL

16. EDUCATION (Degree and Specialization)	17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)
BS, Civil Engineering and Construction Technology, Temple University	Professional Engineer, Florida (#26948)

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

Larry Lardieri is experienced in the design, permitting and construction of Class I injection well sytems and subsequent mechanical integrity testing and re-permitting process in accordance with Chapter 62-528 of the Florida Administrative Code.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED: PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)
Mechanical Integrity Testing Report, Injection Well No.1, Florida Keys Aquaduct Authority, Florida City, FL	2013	n/a

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Project Engineer: Reviewed and approved the MIT Work Plan and Technical Specifications for FDEP review and concurrence prior to implementing MIT operations. The MIT included a downhole video survey, casing pressure test using downhole inflatable packers, high resolution temperature and caliper logs, and radioactive tracer survey (RTS). Cost: $73,980

b.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED: PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)
Design, Permitting and Construction of a Class I Injection Well System – Florida Keys Aquaduct Authority, Florida City, FL	2008	2009

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Engineer of Record. Provided design and permitting services for the construction of this Class Industrial Injection Well System. Attended contruction progress meetings and reviewed progress reports (weekly summary reports of FDEP) during the construction and testing oversight. Upon completion of constructing this 12-inch FRP injection well, reviewed the initial specific injectivity and mechancial integrity tests to place this system into service. Reviewed the Engineering/ Well Completion Report as part of AECOM QMS protocol before submitting to FDEP and gained operational testing clearance under the construction permit. Cost: $225,235

c.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED: PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)
Design, Permitting and Construction of a Class I Injection Well System at the Water Treatment and Wastewater Reclamation Facilty – Town of Davie, FL	2009	2011

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Engineer Engineer of Record. Provided design and permitting services for the contruction of this Class Industrial Injection Well System. Attended contruction progress meetings and reviewed progress reports (weekly summary reports of FDEP) during the construction and testing oversight. Upon completion of constructing the 2 - 20-inch FRP injection wells, reviewed the initial injectivity and mechancial integrity tests to place this system into service. Cost: $723,560

d.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED: PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)
Class I Injection Well Operation Re-Permtting Application, Florida Keys Aquaduct Authority, Florida City, FL	2013	n/a

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Engineer of Record: Reviewed and signed and sealed FDEP application and supporting information and subsequent response to FDEP's Request for Additional Information related to the renewing the 5 year Operation Permit for the Florida Keys Authority's Class I Injection Well System IW-1 in accordance with 62-528 FAC.

e.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED: PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)
Mechanical Integrity Testing Report, Injection Well No.1 - City of Clewiston Utilities, Clewiston, FL	2011	n/a

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Project Engineer: Reviewed and approved the MIT Work Plan and Technical Specifications for FDEP review and concurrence prior to implementing the MIT. The MIT included a video survey, annular pressure test, high resolution temperature and 4-arm caliper log, and radioactive tracer survey (RTS). Coordinated the hiring of a Subcontractor (Applied Drilling Engineering) to complete MIT field services. Reviewed the MIT Report as part of AECOM's QMS protocol prior to submitting to FDEP. Costs: $51,695

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
James Penkosky, PE	Engineer	28	24

15. NAME OF FIRM AND LOCATION (City and State)

AECOM Technical Services, Inc., West Palm Beach, FL

16. EDUCATION (Degree and Specialization)	17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)
MBA, Florida International University Bachelor, Architectural Engineering, University of Miami Bachelor, Civil Engineering, University of Miami	Professional Engineer, Florida (#47591)

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

Jim Penkosky is experienced in the design, permitting and construction of a variety of environmental infrastructure projects. His experience includes wastewater collection and transmission system, water treatment sytem upgrades and permitting of Class I injection wells sytems and subsequent mechanical integrity testing and re-permitting process in accordance with Chapter 62-528 of the Florida Administrative Code.water supply systems, and groundwater and soil remediation systems.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)
Mechanical Integrity Testing, Class I Injection Well No.1, Cooper City Utilities, Cooper City, FL	2011 & 2016	n/a

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Project Engineer: Reviewed and approved the MIT Work Plan and Technical Specifications for FDEP review and concurrence prior to implementing MIT operations in 2011 and 2016. The MIT included a downhole video survey, annular pressure test using downhole inflatable packers, high resolution temperature and caliper logs, and radioactive tracer survey (RTS). Provided the City Bidding Services and reviewed submitted bids to provide MIT field services. Reviewed the MIT Report as part of AECOM's QMS protocol prior to submitting to FDEP. Cost: $29,984 (2011) and $35,614 (2016)

b.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)
Well Rehabiliation & Testing - Class I Injection Well No.1, Cooper City Utilities, Cooper City, FL	2011	n/a

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Project Engineer: Provided review of well rehabiliation plan and technical specifications to mechanically clean (brush and high velocity jetting) and acidize using 20,000 gallons of 15% HCL related to the 14-inch Class I Injection Well before submitting to the FDEP. Provided the City Bidding Services and reviewed submitted bids to provide well cleaning and field testing services. Reviewed the Well Rehabilitation Report as part of AECOM QMS protocol before submitting to FDEP. Cost: $54,130

c.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)
Class I Injection Well Operation Re-Permtting Application, Cooper City Utilities, Cooper City, FL	2013	n/a

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Engineer of Record: Reviewed and signed and sealed FDEP application and supporting information and subsequent response to FDEP's Request for Additional Information related to the renewing the 5 year Operation Permit for the Cooper City's Class I Injection Well System IW-1 in accordance with 62-528 FAC. Cost: $21,199

d.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)
Class I Injection Well Operation – Disposal Alternative Analysis Cooper City Utilities, Cooper City, FL	2016	n/a

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Project Manager: Reviewed disposal capacity of the City's Class I DIW system to determine viable alternatives with the intent to meet future demands on their system. Provided a review of flows and water quality into the current DIW. Reviewed the current injection centrifugal pumping system capacity based on flow and head pressures and provided an Options and Cost analysis of the various alternatives. The disposal alternatives and cost analyses were summarized in a Technical Memo with recommendations made to the City. Cost: $24,944

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person)

14. NAME	15. ROLE IN THIS CONTRACT	16. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
David Hayman, PE	Testing Operations	26	8

15. NAME OF FIRM AND LOCATION (City and State)

AECOM Technical Services, Inc., Boca Raton, FL

16. EDUCATION (Degree and Specialization)	17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)
BS, Ocean Engineering, Florida Atlantic University	Professional Engineer, Florida (#48082)

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

40 Hour HAZWOPPER with Current 8 Hour Refresher.

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED: PROFESSIONAL SERVICES	(2) YEAR COMPLETED: CONSTRUCTION (If Applicable)
a. Mechanical Integrity Testing Report, Injection Well No. 1, North County Resource Recovery Facility, Palm Beach County, FL	2014	n/a

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [X] Check if project performed with current firm

Engineer of Record: Prepare a Work Plan for the FDEP for review and concurrence prior to implementing the M.I.T. The M.I.T. included a video survey, annulus pressure test, temperature log, and RTS. Following the completion of the M.I.T. on IW-1 a video survey was completed on IW-2 to evaluate potential biofouling. Cost: $78,112

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED: PROFESSIONAL SERVICES	(2) YEAR COMPLETED: CONSTRUCTION (If Applicable)
b. Deep Injection Well Rehabilitation - North County Resource Recovery Facility, West Palm Beach, FL	2009	n2009

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [X] Check if project performed with current firm

Project Engineer. Assisted with Injection Well Rehabilitation by replacing the 3000-foot carbon steel tubing and packer with new fiberglass reinforced plastic tubing and packer in IW-1. Also, assisted in writing the 2009 Mechanical Integrity Testing Report for IW-1. Cost: $28,400

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED: PROFESSIONAL SERVICES	(2) YEAR COMPLETED: CONSTRUCTION (If Applicable)
c. Deep Injection Well Cleaning - North County Resource Recovery Facility, West Palm Beach, FL	2009	2009

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [X] Check if project performed with current firm

Project Manager. Obtained FDEP permit approval of backflushing work plan for IW-2. Completed Injection Well rehabilitation (video survey, chlorination, brushing the tubing, back flushing, and well performance testing). Prepared Backflushing Evaluation Report of IW-2 for submittal to FDEP. Cost: $50,000

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED: PROFESSIONAL SERVICES	(2) YEAR COMPLETED: CONSTRUCTION (If Applicable)
d. Class I Injection Well Operation Re-Permitting Application, North County Resource Recovery Facility, Injection Well No. 1 and No. 2, Palm Beach County, FL	2013	n/a

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [X] Check if project performed with current firm

Project Manager/Engineer of Record: Prepared application for re-permitting the Solid Waste Authority of Palm Beach County (SWA) Injection Wells IW-1 and IW-2 in accordance with 62-528 FAC. Cost: $54,873

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED: PROFESSIONAL SERVICES	(2) YEAR COMPLETED: CONSTRUCTION (If Applicable)
e. Mechanical Integrity Testing Report, Injection Well No. 2, North County Resource Recovery Facility, Palm Beach County, FL	2012	n/a

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [X] Check if project performed with current firm

Engineer of Record: The M.I.T. included a video survey, annulus pressure test, temperature log, and RTS. Costs: $52,252

5. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Jamie R. Sullivan, PG	Testing Operations	12	12

15. NAME OF FIRM AND LOCATION (City and State)

AECOM Technical Services, Inc., Boca Raton, FL

16. EDUCATION (Degree and Specialization)	17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)
Master, Geology (Paleontology and Coastal Geology), Florida Atlantic University Bachelor, Geology, Florida Atlantic University	Professional Geologist, Florida (#PG2843)

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

40 Hour HAZWOPPER with Current 8 Hour Refresher Courses

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)
Mechanical Integrity Testing Report, Injection Well No.2, North County Resource Recovery Facility, Palm Beach County, FL	2012	n/a

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Project Geologist / Site Coordinator: The Mechanical Integrity Testing (M.I.T.) field oversite included a video survey, annulus pressure test, temperature log, radioactive tracer survey (RTS). The M.I.T. also included complying monitoring well data to evaluate potential migration above the base of the underground source of drinking water (USDW). Costs: $52,252

b.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)
Engineering Report and Permitting Application, Solid Waste Authority of Palm Beach county, Class I Injection Well Operation Re-Permtting Application, North County Resource Recovery Facility, Injection Well No.1 and No. 2, Palm Beach County, FL	2013	n/a

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Project Geologist / Site Coordinator: Prepared information in support of re-permitting the Solid Waste Authority of Palm Beach County (SWA) Injection Wells IW-1 and IW-2 in accordance with Section C of FDEP Form 62-528.900, Application to Construct / Operate / Abandon Class I, II, III, or V Injection Well Systems. Cost: $54,873

c.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)
Mechanical Integrity Testing Report, Injection Well No.1, North County Resource Recovery Facility, Palm Beach County, FL	2014	n/a

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Plan for the Florida Department of Environmental Protection (FDEOP) for review and concurrence prior to implementing the M.I.T. The M.I.T. field oversite included a video survey, annulus pressure test, temperature log, RTS. The M.I.T. also included complying monitoring well data to evaluate potential migration above the base of the USDW. Following the completion of the M.I.T. on IW-1 a video survey was completed on IW-2 to evaluate potential biofouling. Cost: $78,112

d.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)
Deep Injection Well Evaluation and Testing, Soild Waste Authority of Palm Beach County, Palm Beach County, FL	2015-2016	n/a

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Project Geologist / Site Coordinator: Assisted in coordinating field activities to evaluate waste streams contributing to the wet well at the SWA facility. Conducted field activities include solid and liquid sample collection and data evaluation. Collected and evaluated injectivity data for the injection well system. Cost: $56,126, $66,148

e.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)
Groundwater Monitoring and Data Collection – Various Sites – Soild Waste Authority of Palm Beach County, Palm Beach County, FL	2015	n/a

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Project Geologist / Site Coordinator: URS has been assisting the Solid Waste Authority (SWA) of Palm Beach County since 1998 as the Authority's Environmental and Hydrogeological consultant. URS performs a variety of services related to baseline monitoring for landfill development, former landfill environmental monitoring and long term care, and monitoring and remediation of miscellaneous sites managed by the SWA. URS also supports SWA with projects related to the evaluation of landfill redevelopment for both residential and recreational uses, as well as, permitting, testing, and maintenance for the two deep injection wells operated by SWA for industrial waste disposal. Cost: $47,500, $16,900, $26,699, $66,148

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE a. TOTAL	b. WITH CURRENT FIRM
Earl Liew	Testing Operations	39	13

15. NAME OF FIRM AND LOCATION (City and State)

AECOM Technical Services, Inc., Boca Raton, FL

16. EDUCATION (Degree and Specialization)

Bachelor, Applied Technology, Florida Institute of Technology

17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

OSHA 40 Hour HAZWOPER with Current 8 Hour Refresher Courses; Instructor, NAUI; ASNT Level II Underwater NDT Technician; Diver Medical Technician, NADMT; Advanced Underwater Demolition, FIT; Swagelok / Whitey / Nupro / Cajon / Snotrik Technician; Sub-Sea Construction & Engineering Technology; Sub-Sea Surveying & Documentation; CGA / AAG Mixed Gas Technician; FIT Recompression Chamber Operator; FIT Commercial Diving Accident Management; Marine Electrical & Electronics Rigger, FIT; NAUI Rescue Diver; NAUI Archaeological Research Diver; NAUI Research Diver; Underwater Welding Level III, FIT; Hydraulic Systems Technology; Pneumatic Systems Technology; Underwater Inspection & Documentation (Civil, Structural, Mechanical & Environmental); Shipboard Systems Integration; Marine Engine & Support Systems; Physical & Chemical Oceanography; Environmental Oceanography; Marine Ecology.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED: PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)
Rehabilitation of Deep Injection Wells #2 And #1 @ Solid Waste Authority Of Palm Beach County NCRRF, FL	2007 (I.W. #2); 2009 (I.W. #1)	2007 (I.W. #2); 2009 (I.W. #1)

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [X] Check if project performed with current firm

1) Provided technical inspections, verification, inventory and monitoring of all equipment such as drilling rigs, BOP stacks, elevators, drill piping, and recovery and hydrostatic test pumps. 2) Provided technical inspections, verification and monitoring of all materials throughout the project, including replacement FRP well tubing, gaskets, packers and RTS tracers. 3) Verified and evaluated recovered materials, such as existing down-well tubing and packer seals. 4) Provided oversight, supervision, QA/QC, SH & E, client / asset co-ordination and technical witnessing of entire rehabilitation process.

b.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED: PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)
MITs For Deep Injection Wells #2 And #1 @ Solid Waste Authority Of Palm Beach County NCRRF, FL	2011 (I.W. #2); 2014 (I.W. #1)	2011 (I.W. #2) / 2014 (I.W. #1)

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [X] Check if project performed with current firm

I.W.#2 (2011) and I.W.#1 (2014) MITs as follows :a) Technical inspections, verification and monitoring of all equipment used, including logging van, logging probe, crane truck and pumps; on-site QA/QC, SH & E, oversight, supervision and client / asset co-ordination. b) Installation of BOP Stack on existing Wellhead, followed by down-well potable water flushing and CCTV inspection with real-time evaluation. c) Down-well logging and Radioactive Tracer Survey (RTS) with real-time evaluation. d) Co-ordination and witnessing of Injection Well Re-Start and Injectivity Test. E) Assisted with post-MIT review and analysis of data and documentation for final reporting.

c.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED: PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)
Solid Waste Authority Of Palm Beach County NCRRF I.W. #1 & I.W. #2, West Palm Beach, FL	2009	2009

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [X] Check if project performed with current firm

Deep Injection Well ultrasonic and magnetic particle wellhead casing inspections and evaluations for I.W.#1 and I.W.#2, followed by welding repairs to I.W.#2 wellhead casing (both 2009).

d.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED: PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)
Solid Waste Authority Of Palm Beach County NCRRF I.W. #2, West Palm Beach, FL	2009	2009

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [X] Check if project performed with current firm

Suppression, chlorination / disinfection, brushing and backflushing of I.W.#2 (2009) with crane and boom system, multiple fractionating tank and pump systems, multiple 3-point Injectivity Tests and down-well CCTV surveys.

e.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED: PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)
Solid Waste Authority Of Palm Beach County NCRRF I.W. #2, West Palm Beach, FL	2014	n/a

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [X] Check if project performed with current firm

I.W.#2 CCTV inspection and logging (2014) with Injectivity Test, raw water flushing, shut-in and potable water flushing.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE a. TOTAL	b. WITH CURRENT FIRM
Sonia Burkule	Permitting	13	10

15. NAME OF FIRM AND LOCATION (City and State)

AECOM Technical Services, Inc., Boca Raton, FL

16. EDUCATION (Degree and Specialization)

Master, Environmental Engineering, Texas A&M University
BS, Chemical Engineering, Savitribai Phule Pune University

17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

40 Hour HAZWOPPER with Current 8 Hour Refresher Courses

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED: PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)
Mechanical Integrity Testing Report, Injection Well No.2, North County Resource Recovery Facility, Palm Beach County, FL	2012	n/a

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [X] Check if project performed with current firm

Project Engineer: Assisted in compiling and analysis of monitoring well data to evaluate potential migration above the base of the underground source of drinking water (USDW). Data analysis was conducted as a part of the Mechanical Integrity Testing (M.I.T.) report requirement.

b.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED: PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)
Engineering Report and Permitting Application, Solid Waste Authority of Palm Beach county, Class I Injection Well Operation Re-Permitting Application, North County Resource Recovery Facility, Injection Well No.1 and No. 2, Palm Beach County, FL	2013	n/a

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [X] Check if project performed with current firm

Project Engineer: Assisted in compiling and preparing information required for the renewal of Injection Well System Operation permit for the Solid Waste Authority of Palm Beach County (SWA) accordance with Section C of FDEP Form 62-528.900

c.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED: PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)
Mechanical Integrity Testing Report, Injection Well No.1, North County Resource Recovery Facility, Palm Beach County, FL	2014	n/a

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [X] Check if project performed with current firm

Project Engineer: Compiling and analysis of monitoring well data to evaluate potential migration above the base of the underground source of drinking water (USDW). Data analysis was conducted as a part of the Mechanical Integrity Testing (M.I.T.) report requirement.

d.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED: PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)
Closure Cost and Long Term Care Cost Estimate, Ash Monofill, Broward County, FL	2015	n/a

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [X] Check if project performed with current firm

Project Engineer: Prepared Closure and Long Term Care Cost Estimate by calculating required quantity of waste-in-place and cover materials, obtaining quotes from various vendors, preparing cost estimation sheet using RS Means, annual inflation rates.

e.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED: PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)
Deep Injection Well Evaluation and Testing, Soild Waste Authority of Palm Beach County, Palm Beach County, FL	2015-2016	n/a

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [X] Check if project performed with current firm

Project Engineer: Researched historical operational data for the injection well system; evaluated injectivity data for the injection well system; evaluated and summarized analytical data, prepared graphical representation of the data; assisted in drafting the report.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Vivek Kamath, PE	Engineer	33	13

15. NAME OF FIRM AND LOCATION (City and State)

AECOM Technical Services, Inc., Boca Raton, FL

16. EDUCATION (Degree and Specialization)	17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)
BS, Chemical Engineering/MS, Thermal & Environmental Engineering	Professional Engineer, Florida (#42619)

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

Vivek "Vik" Kamath has over 33 years of experience working various capacities in the South Florida/Treasure Coast Area. Vik is currently a Senior Project Manager and Engineer with AECOM with over 20 years regulatory experience with the FDEP in West Palm Beach. Over the last 13 years with AECOM Vik has been managing and providing engineering services for water, waste and environmental remediation projects including the new Collier County Leachate Deep Injection Well project.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)
Collier County Landfill Leachate Deep Injection Well, Naples, Florida	2014-2016	n/a

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

☒ Check if project performed with current firm

Project Manager/Engineer: Planning, design and permitting a new deep injection well for the Collier County Landfill for disposal of leachate that is currently being pumped to the regional wastewater treatment plant. Services provide a complete design package for obtaining a permit from FDEP-UIC Section in Tallahassee. The permit is expected to be issued in June 2016. The second phase of the project will provide procurement services for a drilling contractor and construction oversight.

Design Fees: $300,000; Construction Oversight: $600,000

b.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)
Feasibility Study for Deep Injection Well Disposal of Landfill Leachate, Naples, Florida	2013	2009

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

☒ Check if project performed with current firm

Project Manager/Engineer: Completed feasibility study for disposal of leachate from the Collier County Landfill for switching from the current method at the regional wastewater treatment plant to a new deep injection well. The scope of work consisted of reviewing the curent and longterm generation rates of landfill leachate and completing a life-cycle analyses using a conceptual design model for the deep injection well. The cash flow analyses indicated that it was feasible based on the assumptions made. The County proceeded with the recommendations made in the report.

Cost: $70,000

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE: i. TOTAL	ii. WITH CURRENT FIRM
David Webb, Jr.	Testing Services	21	13

15. NAME OF FIRM AND LOCATION (City and State)

All Webb's Enterprises, Inc., Jupiter, FL

16. EDUCATION (Degree and Specialization)

Master, Environmental Engineering, University of Central Florida

17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

FSAWWA Member, Radioactive License, FGWA Member

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION (City and State): ST. PETE AW MITS 2016, St. Petersburg, FL

(2) YEAR COMPLETED: PROFESSIONAL SERVICES 2016; CONSTRUCTION (If Applicable) n/a

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

☒ Check if project performed with current firm

Project Manager: Prepare a work plan, Albert Whitted Airport management, and Engineering firm. The M.I.T. included a video survey, temperature log, internal and external radioactive tracer survey for IW-1 & IW-2. Cost: $17,840

b.

(1) TITLE AND LOCATION (City and State): Water Treatment Plant No. 11 Wells 9 & 10, Belle Glade, FL

(2) YEAR COMPLETED: PROFESSIONAL SERVICES 2016; CONSTRUCTION (If Applicable) 2016

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

☒ Check if project performed with current firm

Project Manager: Installation and testing of (2) production wells. Maintenance and rehabilitation of (7) wells. Cost: $2,576,190

c.

(1) TITLE AND LOCATION (City and State): Regional WWTP Injection Well,Plantation, FL

(2) YEAR COMPLETED: PROFESSIONAL SERVICES 2016; CONSTRUCTION (If Applicable) n/a

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

☒ Check if project performed with current firm

Project Manager: Prepare work plan and perform M.I.T. Cost:$68,900

d.

(1) TITLE AND LOCATION (City and State): Okeechobee Landfill MIT 2014, Okeechobee, FL

(2) YEAR COMPLETED: PROFESSIONAL SERVICES 2014; CONSTRUCTION (If Applicable) n/a

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

☒ Check if project performed with current firm

Project Manager: IW-1 MIT. Cost: $27,500

e.

(1) TITLE AND LOCATION (City and State): Key Largo IW MIT, Key Largo, FL

(2) YEAR COMPLETED: PROFESSIONAL SERVICES 2014; CONSTRUCTION (If Applicable) n/a

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

☒ Check if project performed with current firm

Project Manager: Injection Well M.I.T. Costs: $52,252

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE a. TOTAL	b. WITH CURRENT FIRM
Stuart Anderson	Engineering Scope and Cost Review	38	10

15. NAME OF FIRM AND LOCATION (City and State)

Applied Drilling Engineering, Inc., Tampa, FL

16. EDUCATION (Degree and Specialization)	17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)
Bachelor, Mineral Engineering	Water Well Drilling License, Florida (#9027)

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

American Groundwater Trust, National Groundwater Association, American Water Well Association, Florida Groundwater Association, West Coast Chapter of Florida Groundwater Association.

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED: PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	Check if project performed with current firm
a.	Venice Gardens IW-1A MIT	2015	2015	External MIT, Background and Video Logging, and RTS Survey	☒
b.	MIT Class I Injection Well - St. Luicie West	2015	2015	External MIT, Background and Video Logging, and RTS Survey	☒
c.	MIT Class I Injection Well - City of Oldsmar	2015	2015	Internal MIT, Background and Video Logging, and RTS Survey	☒
d.	Tropicana IW-1 & IW-2 MITs	2014	2014	Internal MIT, Background and Video Logging, and RTS Survey	☒
e.	Class I MIT - FKAA Florida City	2012	2012	Internal MIT, Background and Video Logging, and RTS Survey	☒

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Paul Petrey	Engineering Scope and Cost Review	32	10

15. NAME OF FIRM AND LOCATION (City and State)

Applied Drilling Engineering, Inc., Tampa, FL

16. EDUCATION (Degree and Specialization)	17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)
Bachelor, Petroleum Engineering, Louisiana Tech	Water Well Drilling License, Florida (#9340)

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

American Groundwater Trust, National Groundwater Association, American Water Well Association, Florida Groundwater Association, West Coast Chapter of Florida Groundwater Association.

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED: PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)
a.	Venice Gardens IW-1A MIT	2015	2015
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	☒ Check if project performed with current firm	
	External MIT, Background and Video Logging, and RTS Survey		
	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED: PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)
b.	MIT Class I Injection Well - St. Luicie West	2015	2015
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	☒ Check if project performed with current firm	
	External MIT, Background and Video Logging, and RTS Survey		
	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED: PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)
c.	MIT Class I Injection Well - City of Oldsmar	2015	2015
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	☒ Check if project performed with current firm	
	Internal MIT, Background and Video Logging, and RTS Survey		
	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED: PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)
d.	Tropicana IW-1 & IW-2 MITs	2014	2014
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	☒ Check if project performed with current firm	
	Internal MIT, Background and Video Logging, and RTS Survey		
	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED: PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)
e.	Class I MIT - FKAA Florida City	2012	2012
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	☒ Check if project performed with current firm	
	Internal MIT, Background and Video Logging, and RTS Survey		

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 1

21. TITLE AND LOCATION (City and State)	22. YEAR COMPLETED: PROFESSIONAL SERVICES	22. YEAR COMPLETED: CONSTRUCTION (If Applicable)
Mechanical Integrity Testing, Cooper City, FL	2011 & 2016	n/a

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Cooper City	Michael F. Baily, PE	954.434.5519

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

A Mechanical Integrity Test was successfully completed by Cooper City Class I Injection Well System. This Class I (Industrial) Injection Well System is located at the George A. Haughney, P.E. Utilities Complex can consists of one Class I Injection well identified as IW-1 and one dual-zone monitor well identified as MW-1. This Class I injection well system is used to dispose of concentrate from the City's Nano-filtration (NF) Water Treatment Plant (WTP), and secondary treated wastewater from the WWTP. The injection well is completed using a tubing and packer design with the injection horizon completed through the Oldsmar Formation (Boulder Zone) from 2,975 feet to 3,500 feet with a disposal capacity of 5.95 MGD.

Prior to the start of Mechanical Integrity Testing (MIT) operations in 2011 – AECOM completed mechanical cleaning including brushing and high velocity jetting of the 14-inch diameter carbon steel injection tubing and well acidization of the 525 foot injection horizon.

For both the 2011 and 2016 MIT's - AECOM developed a MIT Plans that were successfully approved by the Florida Department of Environment Protection (FDEP) with no request for additional information needed to clarify the plan. Once the MIT Plans were approved, a set of technical specifications and drawings were developed as part of the bid packages solicited by Cooper City. During the Bid Process, AECOM attended Pre-Bid Meetings, Project Coordination Kick-off Meetings, reviewed contractor's submittals and provided written recommendations to the City on the award of the two MIT contracts.

During Mechanical Testing operations in 2011– AECOM oversaw the licensed contractor providing testing services to ensure testing was completed in accordance with the FDEP-MIT Plan and technical specifications that included an annular pressure test, down-hole video survey, high-resolution temperature and caliper surveys and completion of a radioactive tracer survey.

Once testing was completed in 2011, AECOM documented the findings and results in a technical report submitted to FDEP and the City within 60 days of completing testing operations. This project was completed on time to meet regulatory time frame to allow this system operate without interruption and within the project budget of $29,984. Currently AECOM is meeting the current budget of $35,614 with MIT operations to be completed by June 1, 2016.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	AECOM	West Palm Beach, FL	Prime Consultant
b.			
c.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 2

21. TITLE AND LOCATION (City and State)	22. YEAR COMPLETED: PROFESSIONAL SERVICES	22. YEAR COMPLETED: CONSTRUCTION (if Applicable)
Mechanical Integrity Testing, Davie, FL	2011 & (est.) 2016	n/a

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Town of Davie	Don Bayler	954.327.3741

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

In 2011 – AECOM designed, permitted and constructed a Class I (Industrial) Injection Well System at the Town of Davie Water Treatment and Wastewater Reclamation Facility to disposal of secondary treated wastewater and reverse osmosis (RO) concentrate. This Class Injection Well System consists of two (2) twenty-inch alternate design injection wells completed in the Boulder Zone and a single dual-zone monitor well. Each injection well has a maximum daily capacity of 13.9 MGD with 100% redundancy.

The Mechanical Integrity Tests completed at this time were part of meeting the FDEP-issued construction permit specific conditions prior to placing this injection well system into services, therefore the testing plan and specifications were submitted and completed as part of the construction permit application process. AECOM oversaw the successful complete of mechanical testing operations which allowed this Class I injection well system to be placed into operational testing mode. The mechanical integrity tests were completed by AECOM's subcontractor (Yougquist Brothers) as part of the larger contract to construct the Water Treatment/Wastewater Reclamation Facility.

In 2016 – AECOM developed a MIT Plan that was successfully approved by the FDEP with no requests for additional information needed to clarify the plan. Once the MIT Plans were approved, a set of technical specifications and drawings were developed as part of the bid packages that AECOM used to hire a Town approved subcontractor to provide Mechanical Integrity Testing Services. As part of this process AECOM attended a Pre-Bid and Pre-Testing Meetings and coordinated all communications with the Town, FDEP and the subcontractor.

During Mechanical Testing operations – AECOM will oversee the selected subcontractor (All Webb's Enterprises) providing testing services to ensure testing is completed in accordance with the FDEP-MIT Plan and technical specifications. Mechanical Integrity Testing operations will start May 16, 2016, and include; brushing the injection tubing, a hydrostatic pressure test of the 20-inch FRP injection tubing using a down-hole packer, a down-hole video survey, high-resolution temperature and caliper surveys and the completion of a radioactive tracer survey.

Once testing is completed related to the 2016 MIT, AECOM will document the findings and results of the mechanical integrity tests and the operation data from the two injection wells (IW-1 &IW-2) and the dual- zone monitor well (MW-1) as part of a technical report submitted to FDEP and the Town within 60 days of completing testing operations. To date, this project is on time to meet regulatory time frame to allow this system to operate without interruption and within project budget of $118,147 dollars for both engineering services provided by AECOM staff and testing services provided by AECOM's subcontractor – All Webb's Enterprises.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	AECOM	West Palm Beach, FL	Prime Consultant
b.	All Webb's Enterprises	Jupiter, FL	Subconsultant
c.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 3

21. TITLE AND LOCATION (City and State)	22. YEAR COMPLETED: PROFESSIONAL SERVICES	22. YEAR COMPLETED: CONSTRUCTION (If Applicable)
Mechanical Integrity Testing, Miramar, FL	2014	n/a

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Miramar	Ronald R. Eyma, PE	954.883.6806

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

The City of Miramar owns and operates a Class I (Industrial) deep injection well system at West Water Treatment Plant (WTP). The injection well system consists of a two (2) Class I alternate design injection wells identified as IW-1 and IW-2 and a dual-zone monitor well identified as MW-1. Both IW-1 and IW-2 were initially completed using 16-inch diameter carbon steel injection casing set to depth a depth of 3,000 feet with a nominal 15-inch diameter borehole drilled through the Oldsmar Formation (Boulder Zone) to a depth of 3,500 feet. The original nominal 13-inch diameter carbon steel injection tubing and packer were removed in 2005 and replaced using nominal 10 inch Fiberglass Reinforced Plastic (FRP) pipe with the annulus fully cemented to surface.

AECOM developed a MIT Plan that was successfully approved by the Florida Department of Environment Protection (FDEP) with no requests for additional information needed to clarify the plan. Once the MIT Plan was approved, a set of technical specifications and drawings were developed as part of the bid package solicited by the City of Miramar. During the Bid Process, AECOM attended a Pre-Bid Meeting, Project Coordination Meeting, reviewed contractor's submittals and provided a written recommendation to the City on the award of the two MIT contracts.

Mechanical Integrity Testing operations were successfully completed on May 22, 2015. Testing operations included: the completion of well brushing operations to ensure clarity during the video survey; water flush of the injection tubing; a hydrostatic pressure test using inflatable down-hole packers set on drill pipe; a 4-arm caliper and casing collar logs, video survey of the injection tubing and wellbore, a high-resolution temperature logs and a multi-phase radioactive tracer survey completed on IW-1 and IW-2. The results of these tests demonstrated IW-1and IW-2 successfully met the requirements for both internal and external mechanical integrity testing set forth in Chapter 62-528.300(6), FAC.

Once testing was completed AECOM documented the findings and results of the MIT and reviewed the operational data for IW-1 and IW-2 and monitoring data from MW-1 were presented in a technical report submitted to FDEP and the City within 60 days of completing testing operations. This project was completed on time to meet regulatory time frame to allow this system to operate without interruption and within the project budget of $26,985 for Engineering and Testing Oversight Services provided by AECOM.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	AECOM	West Palm Beach, FL	Prime Consultant
b.			
c.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT (Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)			20. EXAMPLE PROJECT KEY NUMBER 4
21. TITLE AND LOCATION (City and State)		22. YEAR COMPLETED	
Mechanical Integrity Testing, Florida City, FL		PROFESSIONAL SERVICES 2013	CONSTRUCTION (If Applicable) n/a
23. PROJECT OWNER'S INFORMATION			
a. PROJECT OWNER Florida Keys Aqueduct Authority	b. POINT OF CONTACT NAME Tom Walker, PE	c. POINT OF CONTACT TELEPHONE NUMBER 305.295.2140	

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

The Florida Keys Aqueduct Authority (FKAA) owns and operates a Class I Industrial deep injection well system at the J. Robert Dean Water Treatment Plant (WTP) located in Florida City, Florida. The injection well system was constructed to serve as the primary disposal method to handle reverse osmosis concentrate generated at this facility. The injection well system consists of one (1) deep injection well identified as IW-1 and a dual-zone monitor well identified as MW-1.

Deep injection well IW-1 was constructed to a total depth of 3,305 feet below pad level (bpl) with a final 22-inch outer diameter steel injection casing installed to a depth of 2,674 feet bpl with a 12-inch inner diameter fiberglass injection tubing installed to 2,662 feet bpl set on positive packer seal and fully cemented back to pad level. The injection horizon is completed from 2,674 to 3,305 feet bpl within the permeable section of the Oldsmar Formation. The completed injection well has a permitted injection capacity of 5.04 mgd.

AECOM developed a MIT Plan that was successfully approved by the FDEP with limited information request to clarify the plan. Once the MIT Plans were approved, a set of technical specifications and drawings were developed as part of the bid packages that AECOM used to hire a FKAA approved subcontractor to provide Mechanical Integrity Testing Services. As part of this process AECOM attended a Pre-Bid and Kick-off Meetings and coordinated all communications with the FKAA, FDEP and the subcontractor.

In an effort to evaluate the internal and external mechanical integrity of the injection well, the MIT for IW-1 included performance of the following tests; Hydrostatic Casing Pressure Test using an inflatable down-hole packer set on drill pipe, water flushing of the injection tubing, a caliper and casing collar logs, high resolution temperature logs, a color down-hole video inspection survey and the completion of the a radioactive tracer survey (RTS) including a before and after radioactive site survey. The MIT results indicated both internal and external mechanical integrity of the injection well (IW-1) in accordance with all applicable sections of 62-528 of the Florida Administrative Code (F.A.C.)

Once testing operations were completed, AECOM documented the findings and results of the mechanical integrity test and the review of the operation data from the two injection wells (IW-1 &IW-2) and the long-term monitor data from dual- zone monitor well (MW-1) as part of a technical report submitted to FDEP and the FKAA within 60 days of completing testing operations. This project was completed on time to meet regulatory time frame to allow this system to operate without interruption and within project budget of $73,980 dollars for both engineering services provided by AECOM staff and testing services provided by AECOM's subcontractor – Applied Drilling Engineering.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME AECOM	(2) FIRM LOCATION (City and State) West Palm Beach, FL	(3) ROLE Prime Consultant
b.	(1) FIRM NAME Applied Drilling Engineering	(2) FIRM LOCATION (City and State) Tampa, FL	(3) ROLE Subconsultant
c.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 5

21. TITLE AND LOCATION (City and State)	22. YEAR COMPLETED: PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)
Class I Operation Permit Renewal, Cooper City, FL	2014	n/a

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Cooper City	Michael F. Baily, PE	954.434.5519

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

This Class I (Industrial) Injection Well System is located at the George A. Haughney, P.E. Utilities Complex consists of one Class I Injection well identified as IW-1 and one dual-zone monitor well identified as MW-1. This Class I injection well system is used to dispose of concentrate from the City's Nano-filtration (NF) Water Treatment Plant (WTP) and secondary treated wastewater from the WWTP. The injection well is completed using a tubing and packer design with the injection horizon completed through the Oldsmar Formation (Boulder Zone) from 2,975 feet to 3,500 feet with a disposal capacity of 5.95 MGD.

AECOM attended one pre-application meeting with the Florida Department of Environmental Protection (FDEP) and the Underground Injection Control Technical Advisory Committee (UIC-TAC) to discuss submittal of the FDEP Class I deep injection well operation permit application ensure all regulatory concerns were addressed in the renewal application package.

AECOM assisted the City in renewing the existing operation permit for their Class I injection well system. The operating permit renewal application included supporting information was prepared and submitted to the FDEP and the UIC-TAC following the pre-application meeting. The application supporting information consisted of: Calculating the Zone of Endangering Influence based on approved method by FDEP and EPA; conducted an updated Area of Review identifying all ground water wells within a 2-mile radius of the site; compiled historical operation data from the City's Injection Well System since the last operation permit application; provided interpretation of pressure fall-off test data from monthly injectivity testing for the injection well system ; compiled all operational and monitor data related to this injection well system since being placed into services, updated plug and abandonment plan with revised costs, including contingency and submit the new Demonstration of Financial Responsibility to the FDEP in Tallahassee and coordinated a Specific Purpose Survey for submittal to Broward County Clerk of the Courts to record the location of the DIW System in the Public Record as per Rule 62-528.455 (1) (c) (6) F.A.C.

During the course of the FDEP permitting process, AECOM respond to one FDEP-issued Request for Information (RFI) related to the operating permit renewal application and supporting information, coordinated publication of the "Notice of Draft Operation Permit" in a newspaper of local distribution, reviewed specific and general conditions of the Draft Operation Permit and provided comments to the FDEP for consideration to minimize non-related monitoring requirements. In addition AECOM coordinated and conducted a public meeting in response to the FDEP issued draft operation permit and reviewed the initial copy of the Notice of Intent to Issue Permit and provided comments to the FDEP to ensure the City's concerns were addressed before final issuance.

AECOM successfully assisted the City in obtaining its 5-year Operation Permit well in advance to the expiration date of the current permit. This project was completed in line with the project deliverable schedule and within the lump sum budget of $21,199.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	AECOM	West Palm Beach, FL	Prime Consultant
b.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 6

21. TITLE AND LOCATION (City and State)	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)
Class I Operation Permit Renewal, Florida City, FL	2011	n/a

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Florida Keys Aqueduct Authority	Tom Walker, PE	305.295.2140

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

The Florida Keys Aqueduct Authority (FKAA) owns and operates a Class I Industrial deep injection well system at the J. Robert Dean Water Treatment Plant (WTP) located in Florida City, Florida. The injection well system was constructed to serve as the primary disposal method to handle reverse osmosis concentrate generated at this facility. The injection well system consists of one (1) deep injection well identified as IW-1 and a dual-zone monitor well identified as MW-1.

Deep injection well IW-1 was constructed to a total depth of 3,305 feet with the final 12-inch inner diameter fiberglass injection tubing installed to 2,662 feet bpl set on positive packer seal and fully cemented back to pad level. The injection horizon is completed from 2,674 to 3,305 feet bpl within the permeable section of the Oldsmar Formation with a permitted injection capacity of 5.04 mgd.

AECOM attended one pre-application meeting with the Florida Department of Environmental Protection (FDEP) and the Underground Injection Control Technical Advisory Committee (UIC-TAC) to discuss submission of the FDEP Class I deep injection well operation permit application to ensure all regulatory concerns were addressed in the renewal application package.

AECOM assisted the FKAA in renewing the existing operation permit for their Class I injection well system. The operating permit renewal application included supporting information was prepared and submitted to the FDEP and the UIC-TAC following the pre-application meeting. The application supporting information consisted of calculating the Zone of Endangering Influence based on approved method by FDEP and EPA; conducted an updated Area of Review identifying all ground water wells completed within a 2-mile radius of the site; compiled historical operational and monitoring data from the FKAA's Injection Well System since this Class I injection well system was placed into operations; provided interpretation of pressure fall-off test data from monthly injectivity testing for the injection well system; updated plug and abandonment plan with revised costs including contingency and submit the new Demonstration of Financial Responsibility to the FDEP in Tallahassee and coordinated a Specific Purpose Survey for submission to Miami-Dade County Clerk of the Courts to record the location of the DIW System in the Public Record as per Rule 62-528.455 (1) (c) (6) F.A.C.

During the course of the FDEP permitting process, AECOM responded to two FDEP-issued Request for Information (RFI) related to the operating permit renewal application and supporting information, coordinated publication of the "Notice of Draft Operation Permit" in a newspaper of local distribution, reviewed specific and general conditions of the Draft Operation Permit and provided comments to the FDEP for consideration to minimize non-related monitoring requirements. In addition, AECOM coordinated and conducted a public meeting in response to the FDEP issued draft operation permit and reviewed the initial copy of the Notice of Intent to Issue Permit and provided comments to the FDEP to ensure the FKAA's concerns were addressed before final issuance.

AECOM successfully assisted the FKAA in obtaining its 5-year Operation Permit well in advance of the expiration date of the previous permit. This project was completed in line with the project deliverables schedule and within the lump sum budget of $23,565.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	AECOM	West Palm Beach, FL	Prime Consultant
b.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 7

21. TITLE AND LOCATION (City and State)	22. YEAR COMPLETED: PROFESSIONAL SERVICES	22. YEAR COMPLETED: CONSTRUCTION (If Applicable)
Collier County Landfill Leachate Deep Injection Well, FL	2014	n/a

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Collier County Solid & Hazardous Waste Management Department	Dayne Atkinson	239.252.5337

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

As part of the Scope of Work for Phase I tasked by Collier County, the AECOM team provided planning, design and permitting services for a deep injection well system for disposal of leachate generated at the Collier County Landfill. For Phase II, the AECOM team will provide contractor procurement services as well as construction oversight throughout the drilling and testing period.

Prior to commencing the design of the deep injection well system, the AECOM team completed an engineering analysis of three (3) alternate site locations on adjacent areas of the landfill prior to recommending the final location on the new Resource Recovery Business Park. Schematic and plans showing conceptual layout of DIW system, elevations of a typical well/equipment layout and the conceptual alignment of the leachate transmission lines were developed as part of this recommendation.

Upon receiving approval from the County, AECOM initiated the design and permitting services. A pre-application meeting was held with FDEP and the Underground Injection Control Technical Advisory Committee (UIC TAC) to discuss and review FDEP Underground Injection Control (FDEP-UIC) permitting requirements for the construction of one (1) deep injection well and one (1) dual zone monitoring well.

Considering the location of the previously undeveloped site in wetland areas, the AECOM team is currently also providing site planning, engineering, development services and permitting services for the overall site design to comply with the Collier County Code as well as FDEP and SFWMD requirements.

Another component of the project was the design and permitting of the new wet well and pump station for the new force main that will deliver the leachate to the deep injection well system on the RRBP parcel.

The project is currently in the final permitting phase and the construction permit for the new injection well system is anticipated to be issued by FDEP in June 2016.

Project Value: $923,000 total

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	AECOM	Boca Raton, FL	Prime Consultant
b.			
c.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 8

21. TITLE AND LOCATION (City and State)	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)
Injection Well No. 2 - Mechanical Integrity Testing/Reporting - Solid Waste Authority PBC, West Palm Beach, FL	2012	n/a

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Palm Beach County Solid Waste Authority	Thomas Sima	561.640.4000

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

The Solid Waste Authority (SWA) currently operates a deep injection well (DIW) system that consists of a single pump station serving two (2) Class I (Industrial) injection wells. The system provides for the disposal of various liquid waste streams generated by SWA's facilities at North County Resource Recovery Facility via underground injection. IW-2 is constructed using 14-inch carbon steel injection casing and nominal 10-inch Fiberglass Reinforce Plastic (FRP) injection tubing with a fluid filled annulus.

AECOM/URS developed a Mechanical Integrity Testing Plan and Technical Specifications for review and approval by the Florida Department of Environmental Protection. The submitted MIT Plan and Specification were approved by the FDEP.

Mechanical Integrity Testing (MIT) was performed on IW-2 at the SWA NCRRF on July 11 to 12, 2012 as defined by Chapter 62-528.300(6) of the Florida Administrative Code. The objective of the MIT was to demonstrate that there were no leaks in the injection casing or tubing or the downhole packer and there was no fluid migration into the underground source of drinking water via channels adjacent to the wellbore.

Mechanical integrity testing operations included hydrostatic pressure testing of the annulus, temperature and caliper logging and video survey of injection tubing of IW-2. The external mechanical integrity was evaluated using temperature logs, completing a radioactive tracer survey and review of the pressure and water quality data from the onsite monitoring wells. AECOM/URS staff provided oversight during all testing operations to ensure compliance with the MIT Plan and Specifications. AECOM/URS retained testing service via general service agreement with All-Webbs Enterprise – a certified small business enterprise in Palm Beach County.

The MIT results indicated both internal and external mechanical integrity of the injection well (IW-2) in accordance with all applicable sections of 62-528 of the Florida Administrative Code (F.A.C.)

Once testing operations were completed, AECOM/URS documented the findings and results of the mechanical integrity test and the review of the operational; data from the two injection wells (IW-1 &IW-2) and the long-term monitor data from dual- zone monitor wells (MW-1) as part of a technical report submitted to FDEP and the SWA. This project meet all project and regulatory time frame to allow this system to operate without interruption and within the project budget of $78,000 dollars for engineering services provided by AECOM/URS and mechanical testing services provided by All Webb's Enterprises.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	AECOM	West Palm Beach, FL	Prime Consultant
b.	All Webb's Enterprises	Jupiter, FL	Subconsultant
c.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 9

21. TITLE AND LOCATION (City and State)	22. YEAR COMPLETED: PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)
IW System Operation Permit Renewal Solid Waste Authority	2013	n/a

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Palm Beach County Solid Waste Authority	Thomas Sima	561.640.4000

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost).

This Class I (non-hazardous injection wells) Injection Well System is located at the Palm Beach County Solid Waste Authority (SWA) North County Resource Recovery Facility (NCRRF) can consists of two Class I Injection well identified as IW-1 and IW-2 as well as two single-zone monitor wells identified as MW-1 and MW-2. This Class I injection well system is used to dispose of landfill leachate, Dyer Landfill Leachate, cooling water and process wastewater from the NCRRF Renewable Energy Facilities (REF) No. 1 and No. 2, groundwater from industrial supply wells, sampling purge water, compost facility biofilter wastewater, transfer station tipping floor effluent, Martin County brine and landfill leachate, truck wash wastewater, carbon backwash from a dechlorination unit, Biosolids Pelletization Facility wastewater, reverse osmosis treatment plant brine. The injection wells are completed using a tubing and packer design with the injection horizon completed through the Oldsmar Formation (Boulder Zone) from 3,000 feet to 3,512 feet with a disposal capacity of 2.83 MGD per well.

AECOM attended one pre-application meeting with the Florida Department of Environmental Protection (FDEP) and the Underground Injection Control Technical Advisory Committee (UIC-TAC) to discuss submittal of the FDEP Class I deep injection well operation permit application to address potential regulatory concerns in the renewal application package.

AECOM assisted SWA in renewing the existing operation permit for their Class I injection well system. The operating permit renewal application included supporting information prepared and submitted to the FDEP and the UIC-TAC following the pre-application meeting. The application supporting information consisted of: Calculating the Zone of Endangering Influence based on approved method by FDEP and EPA; conducted an updated Area of Review identifying groundwater wells within a two-mile radius of the site; compiled historical operation data from the Injection Well System since the last operation permit application; provided interpretation of pressure fall-off test data from monthly injectivity testing for the injection well system; compiled operational and monitoring data related to this injection well system since being placed into service; updated plug and abandonment plan with revised costs including contingency and submitted the new Demonstration of Financial Responsibility to the FDEP in Tallahassee.

During the course of the FDEP permitting process, AECOM responded to one FDEP-issued Request for Information (RFI) related to the operating permit renewal application and supporting information, coordinated publication of the "Notice of Draft Operation Permit" in a newspaper of local distribution, reviewed specific and general conditions of the Draft Operation Permit and provided comments to the FDEP for consideration to minimize non-related monitoring requirements. In addition AECOM coordinated and conducted a public meeting in response to the FDEP issued draft operation permit and reviewed the initial copy of the Notice of Intent to Issue Permit and provided comments to the FDEP to address SWA's concerns before final issuance.

AECOM successfully assisted the SWA in obtaining its five year Operation Permit well in advance to the expiration date of the previous permit. This project was completed in line with the project deliverable schedule and within the lump sum budget of $54,900.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	AECOM	West Palm Beach, FL	Prime Consultant
b.	All Webb's Enterprises	Jupiter, FL	Subconsultant
c.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT.

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 10

21. TITLE AND LOCATION (City and State)	22. YEAR COMPLETED: PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)
Injection Well No. 1 - Mechanical Integrity Testing/Reporting	2013	n/a

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Palm Beach County Solid Waste Authority	Thomas Sima	561.640.4000

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

The Solid Waste Authority (SWA) currently operates a deep injection well (DIW) system that consists of a single pump station serving two (2) Class I (Industrial) injection wells. The system provides for the disposal of various liquid waste streams generated by SWA's facilities at North County Resource Recovery Facility (NCRRF) via underground injection. IW-1 is constructed using 14-inch carbon steel injection casing and nominal 10-inch Fiberglass Reinforce Plastic (FRP) injection tubing with a fluid filled annulus.

AECOM/URS developed a Mechanical Integrity Testing Plan and Technical Specifications for review and approval by the Florida Department of Environmental Protection. The submitted MIT Plan and Specification were approved by the FDEP.

Mechanical Integrity Testing (MIT) was performed on IW-1 at the SWA NCRRF on February 2 and 3, 2014 as defined by Chapter 62-528.300(6) of the Florida Administrative Code. The object of the MIT was to demonstrate that there were no leaks in the injection casing or tubing or the downhole packer and there is no fluid migration into the underground source of drinking water via channels adjacent to the wellbore.

Mechanical integrity testing operations included hydrostatic pressure testing of the annulus, temperature and caliper logging and video survey of injection tubing of IW-1. The external mechanical integrity was evaluated using temperature logs, completing a radioactive tracer survey and review of the pressure and water quality data from the onsite monitoring wells. AECOM/URS staff provided oversight during all testing operations to ensure compliance with the MIT Plan and Specifications. AECOM/URS retained testing service via general service agreement with All-Webbs Enterprise – a certified small business enterprise in Palm Beach County.

The MIT results indicated both internal and external mechanical integrity of the injection well (IW-2) in accordance with all applicable sections of 62-528 of the Florida Administrative Code (F.A.C.)

Once testing operations were completed, AECOM/URS documented the findings and results of the mechanical integrity test and the review of the operational; data from the two injection wells (IW-1 &IW-2) and the long-term data from dual- zone monitor wells (MW-1) as part of a technical report submitted to FDEP and the SWA. This project meet all project and regulatory time frame to allow this system to operate without interruption and within project budget of $145,000 dollars for engineering services provided by AECOM/URS and mechanical testing services provided by All Webb's Enterprises.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	AECOM	West Palm Beach, FL	Prime Consultant
b.	All Webb's Enterprises	Jupiter, FL	Subconsultant
c.			

G. AECOM DESIGN KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

26. NAMES OF KEY PERSONNEL (From Section E, Block 12)	27. ROLE IN THIS CONTRACT (From Section E, Block 13)	28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below before completing table. Place "X" under project key number for participation in same or similar role.)									
		1	2	3	4	5	6	7	8	9	10
Mark Abbott, PG	Senior Operations Manager	X	X	X	X	X	X				
Michael Bennett, PG	Principal Hydrogeologist	X	X	X	X	X	X				
Larry Lardieri, PE	Principal Engineer		X		X		X				
Tom Kwader, PhD, PG	Permitting							X	X	X	X
Jamie Sullivan, PG	Testing Operations								X	X	X
David Hayman, PE	Testing Operations								X	X	X
Earl Liew	Testing Operations								X	X	X
Vik Kamath, PE	Engineering							X			
Sonia Burkule	Permitting							X	X	X	X
Jim Penkosky, PE	Engineering	X		X		X					
Paul Petrey					X						
Stuart Anderson					X						
David Webb, Jr.			X						X	X	X

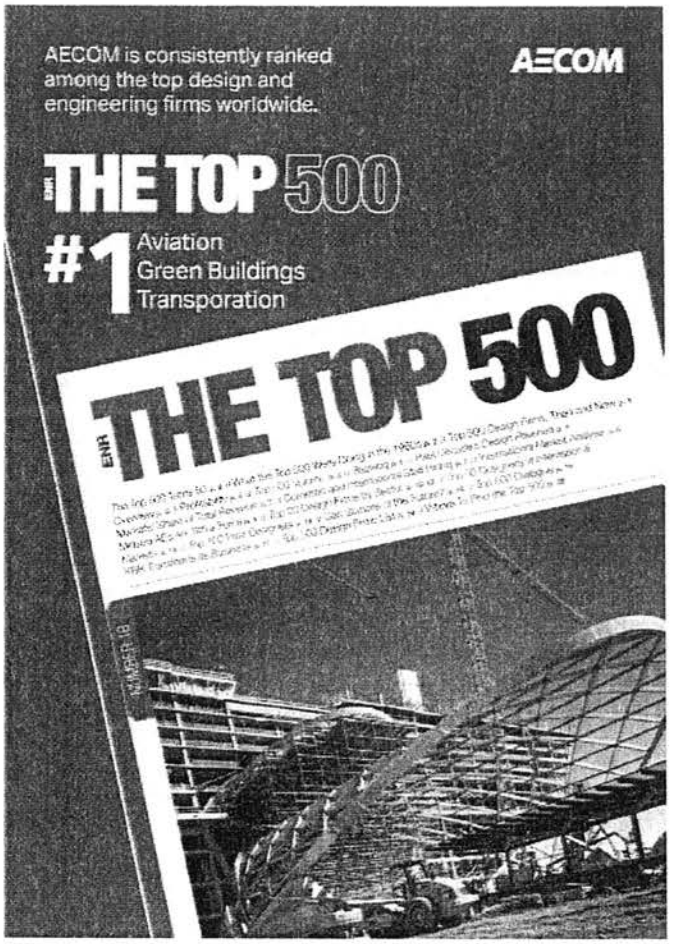
29. EXAMPLE PROJECTS KEY

NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)	NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)
1	Mechanical Integrity Testing, Cooper City	6	Class I Operation Permit Renewal, FKAA
2	Mechanical Integrity Testing, Town of Davie	7	Collier County Landfill Leachate Deep Injection Well
3	Mechanical Integrity Testing, City of Miramar	8	Injection Well No. 2 - Mechanical Integrity Testing/ Reporting - Solid Waste Authority PBC
4	Mechanical Integrity Testing, FKAA	9	IW System Operation Permit Renewal Solid Waste Authority
5	Class I Operation Permit Renewal, Cooper City	10	Injection Well No. 1 - Mechanical Integrity Testing/ Reporting

H. ADDITIONAL INFORMATION

30. PROVIDE ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

AECOM is built to deliver a better world. We design, build, finance and operate infrastructure assets for governments, businesses and organizations in more than 150 countries. As a fully integrated firm, we connect knowledge and experience across our global network of experts to help clients solve their most complex challenges. From high-performance buildings and infrastructure, to resilient communities and environments, to stable and secure nations, our work is transformative, differentiated and vital.



H. ADDITIONAL INFORMATION

30. PROVIDE ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

PROJECT APPROACH

Mechanical Integrity Tests

As specified in Rule 62-528, Florida Administrative Code (FAC) constructed Class I injection wells must demonstrate both internal and external mechanical integrity every five years. Therefore, to be in compliance with Rule 62-528 and the Florida Department of Environmental Protection (FDEP) issued operation permit, mechanical integrity test (MIT's) are competed to determine internal mechanical integrity and includes a downhole video survey and temperature log of the injection well, and by conducting a hydrostatic pressure tests. External mechanical integrity is demonstrated by conducting a radioactive tracer survey (RTS) whereby a medicinal grade of radioactive tracer (Sodium Iodine 131) is injected at the base of the injection well casing or tubing under controlled dynamic conditions and its movement monitored by the use of a gamma ray detectors for a period of 1-hour.

Project Management activities associated with MIT's includes contract administration, coordination of project staff, monitoring of progress and project costs. AECOM also attends meetings with representatives of the FDEP and client to ensure communication and coordination between all parties.

As part of our ISO 9000 certification, AECOM conducts an internal value review at the 90% completion milestone for the project to enhance value to the client through our internal review process. Results of the internal review are incorporated into the project deliverables.

AECOM will prepare a MIT plan for submittal to the FDEP and Technical Advisory Committee (TAC). The MIT plan includes provisions for

- Conducting a video survey of the Class I injection well system, and include option for well brushing to produce a clear video survey
- Hydrostatic pressure testing of the of the injection casing or tubing or annulus,
- High resolution temperature logging
- Performance of a radioactive tracer survey (RTS) including before and after site radioactivity surveys.

AECOM responds to Requests for Additional Information (RFIs) from the FDEP arising from the MIT Plan. In addition, AECOM prepares the technical specifications for the performance of the MIT work and submits the plan and specifications to the Contractor for execution.

AECOM can identify and hire a qualified and Florida-licensed water well contractor that operates as a subcontractor to AECOM to perform all MIT work described in the MIT plans and technical specifications.

AECOM will provide resident observation service during the MIT during all testing operations. The resident observer is a member of the AECOM staff experienced in the construction and testing of Underground Injection Control Regulated Injection Wells. The MIT field work will be completed to meet regulatory/permit deadlines. As part of the services during testing, AECOM will review progress of the testing and recommend acceptance by the client.

The Contractor retained by the client or the subcontractor to AECOM performs all MIT services including: mobilization/demobilization and site clean-up; hydrostatic testing of the injection casing/tubing; conducting the downhole video survey; and performing the high resolution temperature and radioactive tracer surveys.

Upon completion of the MIT, AECOM will prepare a technical report that is submitted to the FDEP and the client. The report summarizes the results of the MIT and includes compiled tabulated and charted data including interpretations of the water quality and water level monitoring data from the dual-zone monitor well. AECOM completes and submits MIT reports within 60 days of completing all MIT field testing operations. AECOM then responds to any RFI generated by the FDEP regarding the submitted MIT report to ensure acceptance of the test findings.

Class I Operation Permit Renewal

Operation Permit Renewals issued by the FDEP are required for deep injection wells system to be compliant with Rule 62-528, FAC, and by the current operation permit. Operation permits are renewed every five years to legally operate the Class I Injection Well System.

As part of the operation permit renewal process AECOM provides project management activities that entail contract administration, coordination of project staff, monitoring of progress and project costs.

AECOM coordinates Project Kick-of and Progress/Review meetings at the 90% completion milestone with the client. As part of our ISO 9000 certification, we conduct internal value review at the 90% completion milestone for the project with the results will be incorporated into the permit renewal application package.

AECOM conducts pre-application meeting with the) and the Underground Injection Control Technical Advisory Committee (UIC-TAC) to discuss submittal of the FDEP Class I deep injection well operation permit application. The meeting will be held in the FDEP Southeast District office located in West Palm Beach or via teleconference or webcast. Meeting minutes are prepared and copies are distributed by AECOM to all participates.

H. ADDITIONAL INFORMATION

30. PROVIDE ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

AECOM assists the client in renewing the existing operation permit for their Class I injection well system by completing the operating permit renewal application along with all supporting information submitted to the FDEP and the UIC-TAC following the pre-application meeting.

The application supporting information generally consists of the following components:

- Calculate the Zone of Endangering Influence based on approved method by FDEP and EPA.
- Conduct an updated Area of Review identifying all ground water wells within a 2-mile radius of the site since the last operation permit application was prepared.
- Compile historical operation data for the clients Injection Well System since the last operation permit application was prepared.
- Provide interpretation of pressure fall-off test data from monthly injectivity testing for the injection well system.
- Provide tabulated and chart operational and monitoring data from the existing injection well system.
- Provide and updated plug and abandonment plan with revised costs including contingency amount and submit new Demonstration of Financial Responsibility to the FDEP in Tallahassee, as required.
- If necessary, AECOM with coordinate a Specific Purpose Survey for submittal to St. Lucie County Clerk of the Courts to record the location of the DIW System in the Public Record as per Rule 62-528.455 (1) (c) (6) F.A.C..

During the course of the FDEP permitting process, AECOM provides permitting oversight that includes;

- Respond to FDEP-issued Request for Information (RFI) related to the operating permit renewal application.
- Coordinates publication of the "Notice of Draft Operation Permit" in a newspaper of local distribution within the City.
- Reviews specific and general conditions of the Draft Operation Permit and provide comments to the FDEP for consideration, as necessary.
- Attends public meeting in response to the FDEP-issued draft operation permit at a site designated by the client with meeting notes prepared by AECOM and copies provided to the client for their use.
- Review the Notice to Intent to Issue Permit and provide comments to the client and the FDEP, if necessary.

AECOM provides the following deliverables in hard and electronic format:

- Signed hard copies and an electronic copy in portable document format (PDF) of the operation permit renewal application and supporting information for distribution to the FDEP and the City
- RFI(s) responses related to the Operation Permit Renewal Application (electronic copies provided for distribution to the UIC-TAC and the client.
- Draft permit review comments to the FDEP, UIC-TAC committee, and the City, as necessary.
- Public meeting minutes for the Draft Operation Permit
- Notice of Intent permit review comments to FDEP, UIC-TAC, and the City, as necessary.

AECOM staff has developed a strong and respected technical/permitting relationship with FDEP Underground Injection Control staff which minimizes requests for information allowing for quick approvals related to MIT Plans and operation permitting renewals.

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE

32. DATE

May 10, 2016

33. NAME AND TITLE

Mark Abbott, Vice President

AECOM

ARCHITECT – ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER (If any): E-Bid #20160104

PART II - GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (OR BRANCH OFFICE) NAME: AECOM Technical Services, Inc.

3. YR. ESTABLISHED: 1970

4. DUNS NUMBER: 003184462 (ATS HQ DUNS)

2b. STREET: 2090 Palm Beach Lakes Boulevard, Suite 600

2c. CITY: West Palm Beach | 2d. STATE: FL | 2e. ZIP CODE: 33409

5. OWNERSHIP
a. TYPE: Corporation
b. SMALL BUSINESS STATUS: Large

6a. POINT OF CONTACT NAME AND TITLE: Mark Abbott, PG, Vice President, Business Unit Leader

6b. TELEPHONE NUMBER: 305.447.3572

6c. E-MAIL ADDRESS: mark.abbott@aecom.com

7. NAME OF FIRM (if block 2a is a branch office): AECOM Technical Services, Inc.

8a. FORMER FIRM NAME(S) (if any): Former name of AECOM Technical Services, Inc. (ATS): Earth Tech, Inc.
Affiliated companies of ATS: AECOM USA, Inc. (formerly Boyle Engineering, Metcalf + Eddy)

8b. YR. ESTABLISHED: ATS: 1970; AECOM USA: 1930

8c. DUNS NUMBER: ATS: 940177582; AECOM USA: 026918977

9. EMPLOYEES BY DISCIPLINE

a. Function Code	b. Discipline	c. No. of Employees (1. FIRM)	(2. BRANCH)
02	Administrative	1485	1
08	CADD Technician	722	3
12	Civil Engineer	1433	3
15	Construction Inspector	687	1
21	Electrical Engineer	315	1
48	Project Manager	1932	3
52	Sanitary Engineer	24	1
62	Water Resources Engineer	460	3
	Construction/Resident Engineer	212	1
	Hydrogeologist/Geohydrologist	152	2
	IT Manager/Specialist	209	1
	Marketing/Proposal Specialist	245	1
	Process Engineer	49	1
	Sustainability/Resiliency Specialist	8	1
	Traffic Engineer	89	1
	Transportation Analyst/Operative	153	1
	Other Employees	75,860	1
	Total (all AECOM entities)	**84,035**	**26**

10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 6 YEARS

a. Profile Code	b. Experience	c. Revenue Index Number (see block 11)
A05/A06	Airports: Terminals and Hangars; Lighting; Fueling	10
C15	Construction Management	10
C14	Conservation and Resource Management	9
C18	Cost Estimating; Cost Eng. & Analysis	8
D04	Design-Build – Preparation of RFPs	8
E02	Educational Facilities; Classrooms	9
E07	Energy Conservation; New Energy Sources	10
E09	Env. Impact Studies, Assessments or Statements	10
G01	Garages; Vehicle Maint. Facilities; Parking Decks	8
G04	GIS: Development, Analysis, & Data Conversion	8
H01	Harbors; Jetties; Piers; Ship Terminal Facilities	8
H03	Hazardous; Toxic; Radioactive Waste Remediation	10
H07	Highways; Streets; Airfield Paving; Parking Lots	10
M05	Military Design Standards	10
O01	Office Buildings; Industrial Parks	10
P06	Planning (Site, Installation & Project)	10
R06	Rehabilitation (Buildings; Structures; Facilities)	10
S05	Soils & Geologic Studies; Foundations	8
S09	Structural Design; Special Structures	8
S10	Surveying; Platting; Mapping; Flood Plain Studies	8
S11	Sustainable Design [subset of other categories]	[10]
T03	Traffic &Transportation Engineering	10
W03	Water Supply; Treatment & Distribution	10

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 5 YEARS (insert revenue index number shown in block 10c)

a. Federal Work	10
b. Non-Federal Work	10
c. Total Work	10

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

1. Less than $100,000
2. $100,000 to less than $250,000
3. $250,000 to less than $500,000
4. $500,000 to less than $1 million
5. $1 million to less than $2 million
6. $2 million to less than $5 million
7. $5 million to less than $10 million
8. $10 million to less than $25 million
9. $25 million to less than $50 million
10. $50 million or greater

12. AUTHORIZED REPRESENTATIVE
The foregoing is a statement of facts.

a. SIGNATURE: Randal R Castro

b. DATE: January 4, 2016

c. NAME AND TITLE: Randal R. Castro – Senior Vice President, National Governments Market Sector Leader

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ARCHITECT – ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER (If any)
E-Bid #20160104

PART II - GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (OR BRANCH OFFICE) NAME AECOM Technical Services, Inc.		3. YR ESTABLISHED 1970	4. DUNS NUMBER 003184462 (ATS HQ DUNS)
2b. STREET 7800 Congress Avenue, Suite 200		5. OWNERSHIP a. TYPE Corporation	
2c. CITY Boca Raton	2d. STATE FL	2e. ZIP CODE 33487-1350	b. SMALL BUSINESS STATUS Large
6a. POINT OF CONTACT NAME AND TITLE Luis Costa, PE, Vice President, Surface Transportation Department Manager			7. NAME OF FIRM (If block 2a is a branch office) AECOM Technical Services, Inc.
6b. TELEPHONE NUMBER 561.862.1117	6c. E-MAIL ADDRESS luis.a.costa@aecom.com		

8a. FORMER FIRM NAME(S) (If any)	8b. YR. ESTABLISHED	8c. DUNS NUMBER
URS Group, Inc.	1999	079805743

9. EMPLOYEES BY DISCIPLINE / 10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

a. Function Code	b. Discipline	c. No. of Employees (1) FIRM	(2) BRANCH	a. Profile Code	b. Experience	c. Revenue Index Number (see below)
02	Administrative	1485	3	A05/A06	Airports; Terminals and Hangars; Lighting; Fueling	10
12	Civil Engineer	1433	6	C15	Construction Management	10
16	Construction Manager	367	1	C14	Conservation and Resource Management	9
21	Electrical Engineer	315	2	C18	Cost Estimating; Cost Eng. & Analysis	8
23	Environmental Engineer	665	5	D04	Design-Build – Preparation of RFPs	8
42	Mechanical Engineer	294	3	E02	Educational Facilities; Classrooms	9
57	Structural Engineer	680	2	E07	Energy Conservation; New Energy Sources	10
60	Transportation Engineer	691	24	E09	Env. Impact Studies, Assessments or Statements	10
	Air Quality Specialist	73	1	G01	Garages; Vehicle Maint. Facilities; Parking Decks	8
	Technician: Construction	60	3	G04	GIS; Development, Analysis, & Data Conversion	8
	Technician: Field	202	1	H01	Harbors; Jetties; Piers; Ship Terminal Facilities	8
	Traffic Engineer	89	3	H03	Hazardous; Toxic; Radioactive Waste Remediation	10
				H07	Highways; Streets; Airfield Paving; Parking Lots	10
				M05	Military Design Standards	10
				O01	Office Buildings; Industrial Parks	10
				P06	Planning (Site, Installation & Project)	10
				R06	Rehabilitation (Buildings; Structures; Facilities)	10
				S05	Soils & Geologic Studies; Foundations	8
				S09	Structural Design; Special Structures	8
				S10	Surveying; Platting; Mapping; Flood Plain Studies	8
				S11	Sustainable Design [subset of other categories]	[10]
	Other Employees	77,681	1	T03	Traffic &Transportation Engineering	10
	Total (all AECOM entities)	**84,035**	**55**	W03	Water Supply; Treatment & Distribution	10

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS
(Insert revenue index number shown at right)

a. Federal Work	10
b. Non-Federal Work	10
c. Total Work	10

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

1. Less than $100,000
2. $100,000 to less than $250,000
3. $250,000 to less than $500,000
4. $500,000 to less than $1 million
5. $1 million to less than $2 million
6. $2 million to less than $5 million
7. $5 million to less than $10 million
8. $10 million to less than $25 million
9. $25 million to less than $50 million
10. $50 million or greater

12. AUTHORIZED REPRESENTATIVE
The foregoing is a statement of facts.

a. SIGNATURE
Randal R Castro

b. DATE
January 4, 2016

c. NAME AND TITLE
Randal R. Castro – Senior Vice President, National Governments Market Sector Leader

AECOM

ARCHITECT – ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER (If any): E-Bid #20160104

PART II - GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (OR BRANCH OFFICE) NAME	AECOM Technical Services, Inc.
3. YR ESTABLISHED	1970
4. DUNS NUMBER	003184462 (ATS HQ DUNS)
2b. STREET	1625 Summit Lake Drive, Suite 200
2c. CITY	Tallahassee
2d. STATE	FL
2e. ZIP CODE	32317-7940
5. OWNERSHIP a. TYPE	Corporation
b. SMALL BUSINESS STATUS	Large
6a. POINT OF CONTACT NAME AND TITLE	Jim Mayo, Vice President - Environment Business Unit Leader, Greater Florida
6b. TELEPHONE NUMBER	850.402.6360
6c. E-MAIL ADDRESS	jim.mayo@aecom.com
7. NAME OF FIRM (If block 2a is a branch office)	AECOM Technical Services, Inc.
8a. FORMER FIRM NAME(S) (If any)	URS Group, Inc. (acquired in 2014)
8b. YR. ESTABLISHED	1999
8c. DUNS NUMBER	794539536

9. EMPLOYEES BY DISCIPLINE / 10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 6 YEARS

a. Function Code	b. Discipline	c. No. of Employees: (1) FIRM	(2) BRANCH	a. Profile Code	b. Experience	c. Revenue Index Number (see below)
02	Administrative	1485	3	A05/A06	Airports; Terminals and Hangars; Lighting; Fueling	10
07	Biologist	250	2	C15	Construction Management	10
12	Civil Engineer	1433	6	C14	Conservation and Resource Management	9
14	Computer Programmer	124	9	C18	Cost Estimating; Cost Eng. & Analysis	8
16	Construction Manager	367	1	D04	Design-Build – Preparation of RFPs	8
23	Environmental Engineer	665	4	E02	Educational Facilities; Classrooms	9
24	Environmental Scientist	1010	5	E07	Energy Conservation; New Energy Sources	10
29	GIS Specialist	318	2	E09	Env. Impact Studies, Assessments or Statements	10
30	Geologist	659	3	G01	Garages; Vehicle Maint. Facilities; Parking Decks	8
42	Mechanical Engineer	294	1	G04	GIS: Development, Analysis, & Data Conversion	8
44	Oceanographer	7	1	H01	Harbors; Jetties; Piers; Ship Terminal Facilities	8
48	Project Manager	1932	8	H03	Hazardous; Toxic; Radioactive Waste Remediation	10
51	Safety/Occupational Health Eng	82	1	H07	Highways; Streets; Airfield Paving; Parking Lots	10
60	Transportation Engineer	691	11	M05	Military Design Standards	10
62	Water Resources Engineer	460	1	O01	Office Buildings: Industrial Parks	10
	Accountant/Financial Expert	676	1	P06	Planning (Site, Installation & Project)	10
	Hydrogeologist/Geohydrologist	152	2	R06	Rehabilitation (Buildings; Structures; Facilities)	10
	Planner: Transportation	105	5	S05	Soils & Geologic Studies; Foundations	8
	Technician: Environmental	186	4	S09	Structural Design; Special Structures	8
				S10	Surveying; Platting; Mapping; Flood Plain Studies	8
				S11	Sustainable Design [subset of other categories]	[10]
	Other Employees	73,139	11	T03	Traffic & Transportation Engineering	10
	Total (all AECOM entities)	**84,035**	**81**	W03	Water Supply; Treatment & Distribution	10

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS

(Insert revenue index number shown at right)

a. Federal Work	10
b. Non-Federal Work	10
c. Total Work	10

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

1. Less than $100,000
2. $100,000 to less than $250,000
3. $250,000 to less than $500,000
4. $500,000 to less than $1 million
5. $1 million to less than $2 million
6. $2 million to less than $5 million
7. $5 million to less than $10 million
8. $10 million to less than $25 million
9. $25 million to less than $50 million
10. $50 million or greater

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE: Randal R Castro

b. DATE: January 4, 2016

c. NAME AND TITLE: Randal R. Castro – Senior Vice President, National Governments Market Sector Leader

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STANDARD FORM 330 (3/2013) PAGE 6

ARCHITECT-ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER *(If any)*: E-Bid #20160104

PART II - GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (OR BRANCH OFFICE) NAME	All Webb's Enterprises, Inc.
3. YEAR ESTABLISHED	1983
4. DUNS NUMBER	
2b. STREET	309 Commerce Way
2c. CITY	Jupiter
2d. STATE	FL
2e. ZIP CODE	33458
5. OWNERSHIP a. TYPE	Incorporation
b. SMALL BUSINESS STATUS	Active
6a. POINT OF CONTACT NAME AND TITLE	David Webb, Jr./Vice President
6b. TELEPHONE NUMBER	1-561-746-2079
6c. E-MAIL ADDRESS	davidwebbjr@allwebbs.com
7. NAME OF FIRM *(If block 2a is a branch office)*	NA
8a. FORMER FIRM NAME(S) *(If any)*	NA
8b. YR. ESTABLISHED	
8c. DUNS NUMBER	

9. EMPLOYEES BY DISCIPLINE

a. Function Code	b. Discipline	c. No. of Employees (1) FIRM	c. No. of Employees (2) BRANCH
16	Operations	2	0
18	Bidding and Contracts	1	
02	Administrative	3	
48	Project Manager	2	
	Other Employees	18	
	Total	26	0

10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

a. Profile Code	b. Experience	c. Revenue Index Number *(see below)*
W02	Water Well Drilling Contractor	6

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS

(Insert revenue index number shown at right)

a. Federal Work	1
b. Non-Federal Work	6
c. Total Work	6

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

1. Less than $100,000
2. $100,00 to less than $250,000
3. $250,000 to less than $500,000
4. $500,000 to less than $1 million
5. $1 million to less than $2 million
6. $2 million to less than $5 million
7. $5 million to less than $10 million
8. $10 million to less than $25 million
9. $25 million to less than $50 million
10. $50 million or greater

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE: DWW Jr

b. DATE: May 9, 2016

c. NAME AND TITLE: Name, Title DAVID WEBB JR, VICE PRESIDENT

ARCHITECT-ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER *(If any)*: E-Bid #20160104

PART II - GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (OR BRANCH OFFICE) NAME	Applied Drilling Engineering, Inc.
2b. STREET	10014 North Dale Mabry Hwy, Suite 205
2c. CITY	Tampa
2d. STATE	FL
2e. ZIP CODE	33618
3. YEAR ESTABLISHED	2006
4. DUNS NUMBER	
5. OWNERSHIP a. TYPE	Incorporation
b. SMALL BUSINESS STATUS	SBE
6a. POINT OF CONTACT NAME AND TITLE	Paul Petrey - Operations Manger
6b. TELEPHONE NUMBER	1-813-269-8200
6c. E-MAIL ADDRESS	paul@applieddrillingengineering.com
7. NAME OF FIRM *(If block 2a is a branch office)*	NA
8a. FORMER FIRM NAME(S) *(If any)*	NA
8b. YR. ESTABLISHED	10
8c. DUNS NUMBER	

9. EMPLOYEES BY DISCIPLINE

a. Function Code	b. Discipline	c. No. of Employees (1) FIRM	c. No. of Employees (2) BRANCH
16	Operations	2	0
18	Bidding and Contracts	1	
	Other Employees		
	Total	3	0

10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

a. Profile Code	b. Experience	c. Revenue Index Number *(see below)*
W02	Water Well Drilling Contractor	6

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS

(Insert revenue index number shown at right)

a. Federal Work	1
b. Non-Federal Work	6
c. Total Work	6

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

1. Less than $100,000
2. $100,00 to less than $250,000
3. $250,000 to less than $500,000
4. $500,000 to less than $1 million
5. $1 million to less than $2 million
6. $2 million to less than $5 million
7. $5 million to less than $10 million
8. $10 million to less than $25 million
9. $25 million to less than $50 million
10. $50 million or greater

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE: Paul Petrey

b. DATE: May 9, 2016

c. NAME AND TITLE: Paul Petrey - Operations Manger

E-Bid Reply Sheet/Questionnaire #20160104

Professional Services for Assisting the City with Regulatory Compliance for Injection Wells

It is understood and agreed that the following information is to be used by the City of Port St. Lucie to determine the qualifications of the personnel and firm as presented in this document. The Proposer waives any claim against the City that might arise with respect to any decision concerning the qualifications of the Proposer or the personnel of the Proposer.

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 of Port St. Lucie any pertinent information requested by the City deemed necessary to vary the information on this questionnaire.

Dated this 16th day of May, 2016

Ardaman & Associates, Inc.
Name of Organization / Proposer

(This is a word document please add space as needed.)

1. Where is your assigned staff's office located for this project, including address, telephone, fax number, e-mail address and contact person? **8008 S. Orange Ave., Orlando, FL**
   (Ph.) 407-855-3860 (Fax) 407-859-8121
   Douglas Dufresne, P.G.
   ddufresne@ardaman.com

   Total number of staff for your firm within the Treasure Coast? **30 (9 PSL & 21 W. Palm Bch.)**

2. Is your firm a Certified Minority Business (yes or no)? **No**

3. Will your firm accept payment by Credit Card (yes or no)? **No**

4. List all proposed personnel, (to include subcontractors) assigned to this project, including title, certifications, and years of experience applicable to this project scope. Please provide personnel names who will act as a back-up in the event the assigned personnel can't be reached.

Staff / Company Name	Title	Years Experience	Licenses	Certifications	Other
Douglas Dufresne, P.G. Ardaman & Assoc.	Project Director	27	PG 1527	CFEA #145	
Valerie Davis, P.G. Ardaman & Assoc.	Project Geologist III	17	PG 2138		
Michael Messing, P.G. Ardaman & Assoc.	Project Geologist I	10	PG 2787		
James Christopher, P.E. Tetra Tech	Sr. Engineer, VP	36	PE 34204		

W. Bruce Lafrenz, P.G. Tetra Tech	Senior Hydrogeologist	29	PG 1228		
Miguel Garcia, P.G. Tetra Tech	Senior Project Manager	17	PG 2355	PMP 1556136	

5. List the experience of the staff assigned to this project, including sub-contractors and their applicable experience, with respect to Injection Wells, performing MIT's and Injection Well Permitting.

Staff Name	Company	Project Name & Description	Project Owner & Telephone Number
Douglas Dufresne, P.G. Valerie Davis, P.G. James Christopher, P.E.	Ardaman & Assoc. Ardaman & Assoc. Tetra Tech	Center Road DIW Operation Repermitting	Sarasota County H. Cliff Harrison, P.G. (941) 232-9835
Douglas Dufresne, P.G. Valerie Davis, P.G.	Ardaman & Assoc.	Center Road DIW Mechanical Integrity Testing (MIT)	Sarasota County H. Cliff Harrison, P.G. (941) 232-9835
Douglas Dufresne, P.G. Valerie Davis, P.G. James Christopher, P.E. Bruce Lafrenz, P.G. Miguel Garcia, P.G.	Tetra Tech	South Regional Deep Injection Well (design, permitting, construction)	City of Palm Bay Richard Nipper (407) 944-5071
James Christopher, P.E. Bruce Lafrenz, P.G. Miguel Garcia, P.G.	Tetra Tech	Shell Creek RO WTP Deep Injection Well	City of Punta Gorda Steve Adams, P.E. (941) 575-3325
Douglas Dufresne, P.G. James Christopher, P.E.	Tetra Tech	Norwood-Oeffler Deep Injection Well Construction Permit	City of North Miami Beach Jeff An (305) 948-2967

6. List Deep Injection Well MIT's and Permit Renewals completed in South Florida awarded by other government agencies, to your firm in past 5 years that were similar to this scope of this project.

Project	Date of Award	Responsibility	Is Work Completed?	Amount of Contract
Sarasota County – Center Road DIW Operation Repermitting	06/24/15	Professional services for the DIW Operation Re-permitting	Yes / 2015	$34,200
Sarasota County – Center Road DIW Mechanical Integrity Testing (MIT)	08/01/14	Professional services for the planning, observation, and reporting of the MIT	Yes / 2015	$18,120
City of Punta Gorda – Shell Creek RO WTP Deep Injection Well	03/2014	Professional services for the design, permitting, construction management services, construction observation and reporting.	No / On-going	$630,000
			Total Amount	$682,320

7. Has your firm failed to complete any contract work awarded? Defaulted on a contract or had a contract canceled or terminated? If so, When and Why? No
(This is a word document add lines as needed)

Please submit Form 330 in a separate file, preferably .pdf

ADDENDUM ACKNOWLEDGMENT - Proposer acknowledges that the following addenda have been received and are included in his/her proposal:

Addendum Number	Date Issued
1	May 16, 2016

CERTIFICATION:

This E-RFP is submitted by: Name (print) **Mark L. Mongeau, P.E.** who is an officer of the above firm duly authorized to sign proposals and enter into Contracts. I certify that this E-RFP is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal 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 comply with all requirements stated in the specifications for this E-RFP, and to accept the City's Contract in its entirety

I agree to abide by all conditions of this E-RFP.:

Signature — **Vice President** Title

(Balance of Page Intentionally Left Blank)

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

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
ARDAMAN & ASSOCIATES, INC.

Business name/disregarded entity name, if different from above

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

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

☐ Other (see instructions) ▶

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

Address (number, street, and apt. or suite no.)
8008 SOUTH ORANGE AVENUE

Requester's name and address (optional)

City, state, and ZIP code
ORLANDO, FLORIDA 32809

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

Employer identification number
5 9 - 2 9 8 4 4 9 6

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ Date ▶ January 27, 2016

General Instructions

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

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

Purpose of Form

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

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

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

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

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

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

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

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 09/29/2015

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

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

PRODUCER
Aon Risk Insurance Services West, Inc.
Los Angeles CA Office
707 Wilshire Boulevard
Suite 2600
Los Angeles CA 90017-0460 USA

CONTACT NAME:
PHONE (A/C, No, Ext): (866) 283-7122 FAX (A/C, No.): (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	National Union Fire Ins Co of Pittsburgh	19445
INSURER B:	The Insurance Co of the State of PA	19429
INSURER C:	AIG Europe Limited	AA1120841
INSURER D:	Lexington Insurance Company	19437
INSURER E:		
INSURER F:		

INSURED
Ardaman & Associates, Inc.
8008 South Orange Avenue
Orlando FL 32809 USA

COVERAGES CERTIFICATE NUMBER: 570059580360 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. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			GL3372258	10/01/2015	10/01/2016	EACH OCCURRENCE	$2,000,000
	CLAIMS MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	X X,C,U Coverage						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	$4,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$4,000,000
	OTHER							
A	AUTOMOBILE LIABILITY			CA 3194397	10/01/2015	10/01/2016	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	
C	X UMBRELLA LIAB X OCCUR			TH1500079	10/01/2015	10/01/2016	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED X RETENTION $100,000							
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC014267906	10/01/2015	10/01/2016	X PER STATUTE / OTH-ER	
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A		WC014267908	10/01/2015	10/01/2016	E.L. EACH ACCIDENT	$1,000,000
B	If yes, describe under DESCRIPTION OF OPERATIONS below			WC014267907	10/01/2015	10/01/2016	E.L. DISEASE-EA EMPLOYEE	$1,000,000
B				WC014267912	10/01/2015	10/01/2016	E.L. DISEASE-POLICY LIMIT	$1,000,000
D	Contractor Prof			028182575 Prof/Poll Liab SIR applies per policy terms & conditions	10/01/2015	10/01/2017	Each Claim Agggregate	$5,000,000 $5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Evidence of Insurance. Stop Gap Coverage for the following states: OH, ND, WA, WY.

CERTIFICATE HOLDER

Ardaman & Associates, Inc.
8008 South Orange Avenue
Orlando FL 32859 USA

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

Aon Risk Insurance Services West, Inc.

Holder Identifier :

Certificate No : 570059580360

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State of Florida
Department of State

I certify from the records of this office that ARDAMAN & ASSOCIATES, INC. is a corporation organized under the laws of the State of Florida, filed on January 2, 1990, effective December 28, 1989.

The document number of this corporation is L40551.

I further certify that said corporation has paid all fees due this office through December 31, 2016, that its most recent annual report/uniform business report was filed on January 8, 2016, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

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

Ken Detzner

Secretary of State

Tracking Number: CC[illegible]

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

[illegible]

RICK SCOTT, GOVERNOR — KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL GEOLOGISTS

LICENSE NUMBER	
GB140	

The GEOLOGY BUSINESS
Named below IS CERTIFIED
Under the provisions of Chapter 492 FS.
Expiration date: JUL 31, 2016

ARDAMAN & ASSOCIATES, INC
8008 SOUTH ORANGE AVENUE
BELLE ISLE FL 32809

ISSUED: [illegible] DISPLAY AS REQUIRED BY LAW SEQ # [illegible]

RICK SCOTT, GOVERNOR — KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL GEOLOGISTS

LICENSE NUMBER	
PG1527	

The PROFESSIONAL GEOLOGIST
Named below IS LICENSED
Under the provisions of Chapter 492 FS
Expiration date: JUL 31, 2016

DUFRESNE, DOUGLAS PAUL
4830 LONSDALE CIRCLE
ORLANDO FL 32817-3145

ISSUED 05/07/2014 DISPLAY AS REQUIRED BY LAW SEQ # L1405070031155

TRUTH-IN-NEGOTIATION CERTIFICATE AND AFFIDAVIT
E-Bid #20160104
Professional Services for Assisting the City with Regulatory Compliance for Injection Wells

STATE OF FLORIDA §
COUNTY OF ST. LUCIE §

Before me, the undersigned authority, personally appeared affiant **Nadim F. Fuleihan** who being first duly sworn, deposes and says:

1. That the undersigned firm is furnishing this Truth in Negotiation Certificate pursuant to Section 287.055(5)(a) of the Florida Statutes for the undersigned firm to receive an agreement for professional services with the City of Port St. Lucie, St. Lucie County, Florida.

2. That the undersigned firm is a corporation which engages in furnishing professional engineering services and is entering into an agreement with the City of Port St. Lucie, St. Lucie County, Florida to provide professional services for a project known as **#20160104 – Professional Services for Assisting the City with Regulatory Compliance for Injection Wells**

3. That the undersigned firm has furnished the City of Port St. Lucie, St. Lucie County, Florida a detailed analysis of the cost of the professional services required for the project.

4. That the wage rate information and other factual unit cost, which the undersigned firm furnished, were accurate, complete and current at the time the undersigned firm and the City of Port St. Lucie entered into the agreement for professional services on the project.

5. That the agreement which the undersigned firm and the City of Port St. Lucie entered into on this job contained a provision that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the City of Port St. Lucie determines the agreement price was increased due to inaccurate, incomplete or non-current wage rates or other factual unit cost and that all such agreement adjustments shall be made within one (1) year following the end of the agreement.

FURTHER AFFIANT SAYETH NAUGHT

Ardaman & Associates, Inc.
Name of Firm

By: President

The foregoing instrument was acknowledged before me by Nadim Fuleihan

who has produced personally known as identification or is personally known to me.

WITNESS my hand and official seal in the State of County last aforesaid this 11th day of May, 2016

(SEAL)

Signature

Notary Public State of Florida
Deborah A Strott
My Commission EE 884733
Expires 05/14/2017

DEBORAH A. STROTT
Notary Name (typed or printed)

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statutes, Section 287.087 hereby certifies that **Ardaman & Associates, 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

May 12, 2016
Date

CHECKLIST
BID # 20160104
Professional Services for Assisting the City with Regulatory Compliance for Injection Wells

Name of Bidder: **Ardaman & Associates, 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.

- X E-Bid Reply Sheet #20160104 with proper signatures upload to DemandStar
- X Certified Minority Business Certificate (if applicable)
- X Required W-9 uploaded to DemandStar
- X Copy of Insurance Certificate in accordance with the E-Bid documents uploaded to DemandStar
- X Copy of all required licenses and certifications to do work in the City of Port St. Lucie uploaded to DemandStar.
- X Drug-Free Workplace Form uploaded to DemandStar
- X Truth in Negotiation uploaded to DemandStar
- X Copy of the Checklist uploaded to DemandStar
- X Each Bid Addendum (when issued) is acknowledged on the E-Bid Reply Sheet #20160104
- X Have reviewed the Contract and accept all City Terms and Conditions
- X 330 Form uploaded to DemandStar

ARCHITECT – ENGINEER QUALIFICATIONS

PART I – CONTRACT SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)*
Professional Services for Assisting the City with Regulatory Compliance for Injection Wells
Port St. Lucie, Florida

2. PUBLIC NOTICE DATE
April 19, 2016

3. SOLICITATION OR PROJECT NUMBER
E-RFP #20160104

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE
Mark L. Mongeau, P.E., Vice President

5. NAME OF FIRM
Ardaman & Associates, Inc. – Orlando Office

6. TELEPHONE NUMBER
(407) 855-3860

7. FAX NUMBER
(407) 859-8121

8. E-MAIL ADDRESS
mmongeau@ardaman.com

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

	(Check) PRIME	J-V PARTNER	SUBCON-TRACTOR	9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
a.	X			Ardaman & Associates, Inc. *(A Tetra Tech Company)* ☐ CHECK IF BRANCH OFFICE	8008 S. Orange Ave. Orlando, FL 32809	Hydrogeological Services
b.	X			Tetra Tech ☐ CHECK IF BRANCH OFFICE	201 E. Pine St. Suite 1000 Orlando, FL 32801	Hydrogeological Services
c.				☐ CHECK IF BRANCH OFFICE		
d.				☐ CHECK IF BRANCH OFFICE		
e.				☐ CHECK IF BRANCH OFFICE		
f.				☐ CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM ☐ *(Attached)*

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPEREINCE	
		a. TOTAL	b. WITH CURRENT FIRM
Douglas P. Dufresne, P.G.	Project Director	27	5

15. FIRM NAME AND LOCATON *(City and State)*

Ardaman & Associates, Inc. – Orlando, Florida

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
MS Geology – University of Florida	Florida Professional Geologist, PG 1527

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

American Water Works Association, National Ground Water Association, Florida Association of Professional Geologists, American Institute of Professional Geologists, American Association of Petroleum Geologists – Division of Environmental Geosciences, Society of Sedimentary Geology, Certified Florida Environmental Assessor No. 145

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Center Road Deep Injection Well Class I Operation Repermitting Venice, Sarasota County, Florida	2015	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE ☒ Check if project performed with current firm

Mr. Dufresne was the senior hydrogeologist/project director for the Class I injection well operation re-permitting for the Sarasota County facility. He managed the project, checked analyses, and wrote the report. The compliance permit report included updating the well survey for the area of review; providing maps and cross sections; analysis of twenty (20) years of operational and monitoring data including: injection pressures, injection flow rates, injection pumping volume, annular pressure, groundwater level monitoring, groundwater quality monitoring for 20 different parameters, and specific injectivity; and updating the financial assurance requirements. The professional services cost $34,200.

b.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Center Road Deep Injection Well Mechanical Integrity Testing Venice, Sarasota County, Florida	2015	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE ☒ Check if project performed with current firm

Mr. Dufresne was the senior hydrogeologist/project director for the investigative study to show mechanical integrity testing of the Center Road deep injection well for Sarasota County Public Utilities. A mechanical integrity testing (MIT) plan was submitted to the Technical Advisory Committee (TAC) including the FDEP, for approval prior to initiating the testing. The full mechanical integrity testing included video logging of the deep injection well, pressure testing of the injection tubing, background geophysical logging, and a radioactive tracer survey. A compliance report detailing the testing and analysis was prepared and submitted to the FDEP for approval, and was accepted as meeting the regulatory requirements for the deep injection well with regards to mechanical integrity. The professional services cost $18,120.

c.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
South Regional Deep Injection Well Palm Bay, Florida	2006	2006

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE ☐ Check if project performed with current firm

Mr. Dufresne was the senior hydrogeologist/project manager for the South Regional Deep Injection Well for the City of Palm Bay which included design, permitting, construction observation, construction management services, and final reporting of the completed deep injection well system. The deep injection well with a capacity of 9.5 MGD was designed with 24-inch injection casing to a depth of 2,086 feet, an 18-inch FRP tubing, and total depth of 3,000 feet. A mechanical integrity test was performed on the deep injection well upon completion of construction. The professional services cost $585,000.

d.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Norwood-Oeffler Deep Injection Well Construction Permit North Miami Beach, Florida	2003	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE ☐ Check if project performed with current firm

Mr. Dufresne was the senior hydrogeologist at Hartman & Associates, Inc. (HAI) who work on the permitting and design for the Class I injection well construction permit for the City of North Miami Beach with Arcadis. He managed the project for HAI, checked analyses, and assisted in writing the supporting documentation for the permit. The professional services cost $15,000.

e.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE ☐ Check if project performed with current firm

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPEREINCE	
		a. TOTAL	b. WITH CURRENT FIRM
Valerie C. Davis, P.G.	Project Geologist III	17	4

15. FIRM NAME AND LOCATON *(City and State)*

Ardaman & Associates, Inc. – Orlando, Florida

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
BS Geology – University of Florida	Florida Professional Geologist, PG 2138

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

National Ground Water Association, Florida Groundwater Association, and American Institute of Professional Geologists; ArcGIS Training, Groundwater Vistas, Groundwater Pollution & Hydrology Course

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Center Road Deep Injection Well Class I Operation Repermitting Venice, Sarasota County, Florida	2015	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE ☒ Check if project performed with current firm

Ms. Davis was the project hydrogeologist for the Class I injection well operation re-permitting for the Sarasota County facility. She performed the data analyses, graphical analyses, prepared figures, and wrote the report. The compliance permit report included updating the well survey for the area of review; providing maps and cross sections; analysis of twenty (20) years of operational and monitoring data including: injection pressures, injection flow rates, injection pumping volume, annular pressure, groundwater level monitoring, groundwater quality monitoring for 20 different parameters, and specific injectivity; and updating the financial assurance requirements. The professional services cost $34,200.

b.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Center Road Deep Injection Well Mechanical Integrity Testing Venice, Sarasota County, Florida	2015	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE ☒ Check if project performed with current firm

Ms. Davis was the project hydrogeologist for the investigative study to show mechanical integrity testing of the Center Road deep injection well for Sarasota County Public Utilities. She prepared figures, and worked on the plan and report. A mechanical integrity testing (MIT) plan was submitted to the Technical Advisory Committee (TAC) including the FDEP, for approval prior to initiating the testing. The full mechanical integrity testing included video logging of the deep injection well, pressure testing of the injection tubing, background geophysical logging, and a radioactive tracer survey. A compliance report detailing the testing and analysis was prepared and submitted to the FDEP for approval, and was accepted as meeting the regulatory requirements for the deep injection well with regards to mechanical integrity. The professional services cost $18,120.

c.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
South Regional Deep Injection Well Palm Bay, Florida	2006	2005

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE ☐ Check if project performed with current firm

Ms. Davis was a project hydrogeologist for the South Regional Deep Injection Well for the City of Palm Bay. She provided construction management, prepared figures, worked on the permit application and supporting documentation. The project included design, permitting, construction observation, construction management services, and final reporting of the completed deep injection well system. The deep injection well with a capacity of 9.5 MGD was designed with 24-inch injection casing to a depth of 2,086 feet, an 18-inch FRP tubing, and total depth of 3,000 feet. A mechanical integrity test was performed on the deep injection well upon completion of construction. The professional services cost $585,000.

d.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE ☐ Check if project performed with current firm

e.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE ☐ Check if project performed with current firm

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPEREINCE	
		a. TOTAL	b. WITH CURRENT FIRM
James E. Christopher, P.E.	Engineer of Record / Project Director	36	26

15. FIRM NAME AND LOCATON *(City and State)*

Tetra Tech, Inc. – Orlando, Florida

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
MS, Environmental Engineering & Science, University of Central Florida BS, Chemistry, Duke University	Professional Engineer, Florida, No. 34204

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

American Water Works Association, American Membrane Technology Association, American Association of Environmental Engineers

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Center Road Deep Injection Well Class I Operation Repermitting Venice, Sarasota County, Florida	2015	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE ☒ Check if project performed with current firm

Mr. Christopher was the Engineer of Record for the Class I injection well operation re-permitting for the Sarasota County facility. He reviewed the updated well survey for the area of review; providing maps and cross sections; analysis of twenty (20) years of operational and monitoring data including: injection pressures, injection flow rates, injection pumping volume, annular pressure, groundwater level monitoring, groundwater quality monitoring for 20 different parameters, and specific injectivity. The professional services cost $34,200.

b.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Shell Creek Water Treatment Plant RO Addition City of Punta Gorda, Florida	2009	2016

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE ☒ Check if project performed with current firm

Mr. Christopher is the Senior Project Manager for final design of a brackish reverse osmosis treatment facility to provide low TDS permeate for blending with high TDS treated surface water. Ongoing services to be provided for the project include pilot testing, final design, permitting, and construction administration for the proposed 4.0 MGD expandable to 8.0 MGD RO treatment facilities. The proposed improvements include conversion of two (2) existing ASR wells to be used for RO supply wells and construction of an on-site deep injection well. Mr. Christopher was the engineer of record for the permitting of the deep injection well. The professional services cost $630,000.

c.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
South Regional Deep Injection Well Palm Bay, Florida	2006	2006

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE ☒ Check if project performed with current firm

Mr. Christopher was the Engineer of Record for the South Regional Deep Injection Well for the City of Palm Bay which included design, permitting, construction observation, construction management services, and final reporting of the completed deep injection well system. The deep injection well with a capacity of 9.5 MGD was designed with 24-inch injection casing to a depth of 2,086 feet, an 18-inch FRP tubing, and total depth of 3,000 feet. A mechanical integrity test was performed on the deep injection well upon completion of construction. The professional services cost $585,000.

d.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Norwood-Oeffler Deep Injection Well Construction Permit North Miami Beach, Florida	2003	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE ☒ Check if project performed with current firm

Mr. Christopher was the program manager at Hartman & Associates, Inc. (HAI) who worked on the permitting and design for the Class I injection well construction permit for the City of North Miami Beach with Arcadis. He managed the overall water program for HAI, checked analyses, and assisted in writing the supporting documentation for the permit. He also prepared the operation and maintenance manual for the deep injection well. The professional services cost $35,000.

e.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE ☐ Check if project performed with current firm

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPEREINCE	
		a. TOTAL	b. WITH CURRENT FIRM
W. Bruce Lafrenz, P.G.	Sr. Hydrogeologist / Sr. Project Manager	29	18

15. FIRM NAME AND LOCATON *(City and State)*

Tetra Tech, Inc. – Orlando, Florida

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
MS Geology – University of Florida	Florida Professional Geologist, PG 1228

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

American Water Works Association, National Ground Water Association, Florida Association of Professional Geologists, American Institute of Professional Geologists

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Shell Creek RO WTP Deep Injection Well Class I Permit **Venice, Sarasota County, Florida**	2016	On-going

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Mr. Lafrenz was the senior hydrogeologist for the Class I injection well construction and testing permitting for the City of Punta Gorda Shell Creek RO facility. He assisted with the preparation of the FDEP UIC application package, preparation of the well construction and testing technical specifications, and will be providing oversight during the well construction and testing activities. The construction and testing permit application included a preliminary design report that included the well survey for the area of review; providing maps and cross sections; anticipated operational data including: injection pressures, injection flow rates, injection pumping volume; and the financial assurance requirements. The project will include a summary report after well construction and testing has been completed. The professional services cost $630,000.

b.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
South Regional Deep Injection Well **Palm Bay, Florida**	2006	2005

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Mr. Lafrenz was the staff hydrogeologist for the South Regional Deep Injection Well for the City of Palm Bay which included design, permitting, construction observation, construction management services, and final reporting of the completed deep injection well system. The deep injection well with a capacity of 9.5 MGD was designed with 24-inch injection casing to a depth of 2,086 feet, an 18-inch FRP tubing, and total depth of 3,000 feet. A mechanical integrity test was performed on the deep injection well upon completion of construction. The professional services cost $585,000.

c.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☐ Check if project performed with current firm

d.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☐ Check if project performed with current firm

e.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☐ Check if project performed with current firm

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPEREINCE	
		a. TOTAL	b. WITH CURRENT FIRM
Miguel A. Garcia, P.G., PMP	Sr. Hydrogeologist / Sr. Project Manager	17	12

15. FIRM NAME AND LOCATON *(City and State)*

Tetra Tech, Inc. – Orlando, Florida

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
BS Geology – University of Florida	Florida Professional Geologist, PG 2355

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Project Management Professional (PMP) #1556136, Certified Professional Geologist (CPG) #11596, American Water Works Association, National Ground Water Association, Florida Association of Professional Geologists, American Institute of Professional Geologists

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Shell Creek RO WTP Deep Injection Well Class I Permit Venice, Sarasota County, Florida	2016	ongoing

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE ☒ Check if project performed with current firm

Mr. Garcia was the senior hydrogeologist/project manager for the Class I injection well construction and testing permitting for the City of Punta Gorda Shell Creek RO facility. He is managing the hydrogeological portion of the project, prepared the FDEP UIC application package, prepared the well construction and testing technical specifications, and will be managing the well construction and testing activities. The construction and testing permit application included a preliminary design report that included the well survey for the area of review; providing maps and cross sections; anticipated operational data including: injection pressures, injection flow rates, injection pumping volume; and the financial assurance requirements. The project will include a summary report after well construction and testing has been completed. The professional services cost $630,000.

b.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
South Regional Deep Injection Well Palm Bay, Florida	2006	2005

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE ☒ Check if project performed with current firm

Mr. Garcia was the staff hydrogeologist for the South Regional Deep Injection Well for the City of Palm Bay which included design, permitting, construction observation, construction management services, and final reporting of the completed deep injection well system. The deep injection well with a capacity of 9.5 MGD was designed with 24-inch injection casing to a depth of 2,086 feet, an 18-inch FRP tubing, and total depth of 3,000 feet. A mechanical integrity test was performed on the deep injection well upon completion of construction. The professional services cost $585,000.

c.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE ☐ Check if project performed with current firm

d.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE ☐ Check if project performed with current firm

e.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE ☐ Check if project performed with current firm

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 1

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Center Road Deep Injection Well Class I Injection Well Operation Repermitting – Sarasota County, Florida	**2015**	

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Sarasota County Public Utilities	**Mr. H. Cliff Harrison, P.G.**	**(941) 232-9835**

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(include scope size, and cost)*

Ardaman & Associates, Inc. was the prime contractor for the operations permit renewal of the Center Road deep injection well located in Venice, Florida for Sarasota County Public Utilities. The permitting effort through the Florida Department of Environmental Protection included 1) updating the location of wells within applicable area of review, 2) tabulating all wells within the area of review which penetrate into the injection zone, confining zone, or monitoring zone, 3) providing maps and cross sections indicating the general vertical and lateral limits of all underground sources of drinking water, 4) providing details of the hydrology and geologic structures of the local area, 5) including generalized regional geologic setting, 6) providing contingency plans to cope with all shut-ins or well failures, 7) including corrective action plan for wells intersecting the injection zone, 8) providing financial assurance certification that the applicant has the resources necessary to close, plug or abandon the well, 9) and preparation of a compliance report for repermitting of Class I Well operation.

The compliance permit report includes analysis of twenty (20) years of operational and monitoring data including: injection pressures, injection flow rates, injection pumping volume, annular pressure, groundwater level monitoring, groundwater quality monitoring for 20 different parameters, and specific injectivity. For the data management, the historical data was tabulated and analyzed relative to the operation of the injection well and the dual zone monitor well system. Groundwater quality changes were analyzed between the injection well (injectate) and the upper zone monitor well and the lower zone monitor well over the period of record. Project was completed on time and on budget.

Personnel assigned: Douglas Dufresne, P.G.; Valerie Davis, P.G.; James Christopher, P.E.

Fees: $34,200

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Ardaman & Associates, Inc.	Orlando, Florida	Prime Hydrogeological Consultant
b.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 2

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Center Road Deep Injection Well Mechanical Integrity Testing Sarasota County, Florida	**2015**	

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Sarasota County Public Utilities	**Mr. H. Cliff Harrison, P.G.**	**(941) 232-9835**

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(include scope size, and cost)*

Ardaman & Associates, Inc. was the prime contractor for the investigative study to show mechanical integrity testing of the Center Road deep injection well located in Venice, Florida for Sarasota County Public Utilities. The full mechanical integrity testing included video logging of the deep injection well, pressure testing of the injection tubing, background geophysical logging, and a radioactive tracer survey. The water well contractor on the project was Layne. A mechanical integrity testing (MIT) plan was submitted to the Technical Advisory Committee (TAC) including the Florida Department of Environmental Protection, for approval prior to initiating the testing. Once approved the water well contractor mobilized to the site to prep the wellhead for the MIT.

Ardaman was present for all the testing to certify that the well maintains mechanical integrity. The data collected for the geophysical logs, video logs, pressure testing and the radioactive tracer survey all were analyzed by Ardaman. The testing showed that there was no upward migration of tracer during testing and the well has mechanical integrity. A compliance report detailing the testing and analysis was prepared and submitted to the Florida Department of Environmental Protection (FDEP) for approval. The report was accepted by the FDEP as meeting the regulatory requirements for the deep injection well with regards to mechanical integrity. Project was completed on time and on budget.

Personnel assigned: Douglas Dufresne, P.G.; Valerie Davis, P.G.

Fees: $18,120

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Ardaman & Associates, Inc.	Orlando, Florida	Prime Hydrogeological Consultant
b.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 3

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
City of Palm Bay – South Regional Deep Injection Well Palm Bay, Florida	2006	2005

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Palm Bay	Mr. Richard Nipper	(407) 944-5071

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(include scope size, and cost)*

Mr. Dufresne was senior hydrogeologist and project manager for the project with a construction cost of $5 million, which included design, permitting, construction observation, construction management services, and final reporting of the completed deep injection well system. Ms. Davis and Mr. Garcia were project geologists and assisted with the permitting, reporting, and construction observation services. Mr. Lafrenz was senior hydrogeologist and provided the geochemical modeling and technical review of the design, permitting, and supporting documentation.

The permitting of this Class I deep injection well started in 2003. Information gathered from a deep exploratory well performed by the same team was used in the preparation of the permit application and supporting documentation. The deep injection well was designed with 24-inch injection casing to a depth of 2,086 feet and total depth of 3,000 feet, and was permitted for disposal of 9.5 MGD of non-hazardous reverse osmosis concentrate through an 18-inch O.D. FRP tubing. The monitoring system designed, permitted, and constructed for this project included a dual-zone monitor well, which monitors groundwater at an upper zone of 1,627 to 1,660 ft. bls and a lower zone of 1,805 to 1,855 ft. bls.

A mechanical integrity test was run on the deep injection well upon completion of the construction. The testing included pressure testing of the injection tubing, geophysical and video logging, and a radioactive tracer survey to show the well had mechanical integrity.

Personnel assigned: Douglas Dufresne, P.G.; Valerie Davis, P.G.; James Christopher, P.E.; Bruce Lafrenz, P.G.; and Miguel Garcia, P.G.

The professional hydrogeological services including construction observation cost $585,000.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Tetra Tech, Inc.	Orlando, Florida	Prime Hydrogeological Consultant
b.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*		20. EXAMPLE PROJECT KEY NUMBER 4
21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
City of Punta Gorda – Shell Creek RO WTP Deep Injection Well – Punta Gorda, Florida	March 2014	On-going

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Punta Gorda	Mr. Steve Adams, P.E.	(941) 575-3325

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(include scope size, and cost)*

The project included design, permitting, construction management services, and final reporting of the deep injection well system for the Shell Creek RO WTP. The system including the deep injection well and dual zone monitoring well was designed for concentrate disposal from a proposed reverse osmosis (RO) water treatment plant. Project includes application for Underground Injection Control (UIC) permit to Florida Department of Environmental Protection for construction and testing of deep injection well and dual zone monitor well. The construction and testing permit application included a preliminary design report that included the well survey for the area of review; providing maps and cross sections; anticipated operational data including: injection pressures, injection flow rates, injection pumping volume; and the financial assurance requirements. A mechanical integrity test will be performed on the deep injection well once it is completed. The project will include a summary report after well construction and testing has been completed.

Personnel assigned: James Christopher, P.E.; Miguel Garcia, P.G.; and Bruce Lafrenz, P.G.

The professional hydrogeological services including construction observation cost $630,000.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Tetra Tech, Inc.	Orlando, Florida	Prime Hydrogeological Consultant
b.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 5

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Norwood-Oeffler Deep Injection Well Construction Permit North Miami Beach, Florida	2002	2003

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of North Miami Beach	Mr. Jeff An	(305) 948-2967

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(include scope size, and cost)*

Mr. James Christopher was the program manager and Mr. Douglas Dufresne was the project hydrogeologist at Hartman & Associates, Inc. (HAI), that later became Tetra Tech, who worked on the permitting and design for the Class I injection well construction permit for the City of North Miami Beach with Arcadis. James managed the overall water program for HAI, checked analyses, and assisted Douglas and Arcadis in writing the supporting documentation for the permit. James also prepared the operation and maintenance manual for the deep injection well.

The deep injection well was designed with 24-inch injection casing to a depth of 2,920 feet and total depth of 3,420 feet, and was permitted for disposal of 6.4 MGD of non-hazardous reverse osmosis concentrate through an 16.5-inch O.D. FRP tubing. The monitoring system designed, permitted, and constructed for this project included a dual-zone monitor well, which monitors groundwater at an upper zone of 1,350 to 1,400 ft bls and a lower zone of 1,650 to 1,700 ft bls.

Concentrates from the nanofiltration and reverse osmosis treatment processes were combined into a single stream which was injected into the completed Class I deep injection well that was constructed as part of the project Norwood-Oeffler Water Treatment Plant Expansion Program. The deep injection well was constructed using and tubing and packer design with a fluid filled annulus. A set of three concentrate booster/injection pumps were designed to boost the concentrate pressure to overcome the injection pressure as required. The injection well was constructed based upon a negotiated price. Tetra Tech was responsible for the permitting of the injection well, negotiating a price with a qualified bidder, design of all of the above grade facilities and preparation of the operation and maintenance manual to accompany the operational testing permit submittal.

Personnel assigned: James Christopher, P.E. and Douglas Dufresne, P.G.

The professional services cost $35,000.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (CITY AND STATE)	(3) ROLE
a.	Tetra Tech, Inc.	Orlando, Florida	Prime Hydrogeological Consultant
b.	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE

G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

26. NAMES OF KEY PERSONNEL (From Section E, Block 12)	27. ROLE IN THIS CONTRACT (From Section E, Block 13)	28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below before completing the table. Place "X" under project key number for participation in same or similar role.)									
		1	2	3	4	5	6	7	8	9	10
Douglas Dufresne, P.G.	Project Director	X	X	X		X					
Valerie Davis, P.G.	Project Geologist III	X	X	X							
James Christopher, P.E.	Engineer of Record	X		X	X	X					
W. Bruce Lafrenz, P.G.	Senior Hydrogeologist			X	X						
Miguel Garcia, P.G.	Senior Project Manager			X	X						

29. EXAMPLE PROJECTS KEY

NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)	NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)
1	Center Road Deep Injection Well Class I Injection Well Operation Repermitting Sarasota County, Florida	6	
2	Center Road Deep Injection Well Mechanical Integrity Testing – Sarasota County, Florida	7	
3	City of Palm Bay South Regional Deep Injection Well – Palm Bay, Florida	8	
4	Shell Creek Water Treatment Plant RO Addition City of Punta Gorda, Florida	9	
5	Norwood-Oeffler Deep Injection Well Construction Permit – North Miami Beach, Florida	10	

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

Introduction and History

Ardaman is a professional corporation founded in 1959 by Dr. M.E. Ardaman, and the company has continually provided services in the practice of engineering and geology. The company was founded in Orlando, but expanded to meet the needs of our client community throughout Florida. We currently serve from our corporate headquarters in Orlando, and 13 branch offices throughout Florida and Louisiana.

In 1975, the core of the management group, headed by Dr. Anwar E.Z. Wissa, assumed leadership of the company. In 2002, the company merged with Tetra Tech Inc., a national infrastructure and environmental engineering company, and is a wholly owned subsidiary of that firm. Since Dr. Wissa's passing in 2010, the company has been led by Dr. Nadim F. Fuleihan. Ardaman maintains a high level of integrity and technical excellence that had become synonymous with the Ardaman name. At present, Ardaman employs a staff of nearly 400 professional engineers, geologists, scientists, technicians, drilling personnel, technical assistants, and support staff.

We work with our clients to understand their water supply needs; develop knowledge of their unique, site-specific surface water and groundwater system; evaluate cause-effect relations in meeting water supply needs; recommend alternative water supply projects; apply for and acquire water use permits; implement project details through design and specifications; and monitor the construction and testing of wells and the environmental system to meet compliance standards.

General Hydrogeologic Services

Ardaman provides interdisciplinary groundwater monitoring, evaluation and management services from our local Orlando office. Our water resources department includes a total staff of 12 individuals including experienced personnel in geology, hydrogeology, surface water hydraulics and hydrology, water quality, groundwater modeling, geographical information mapping, environmental assessments, and stormwater management. These services are offered locally from our headquarters office on Orange Avenue in Orlando.

Ardaman offers a full range of hydrogeologic services that, although all will not be necessary under this contract, exhibits our overall capabilities in this discipline. The following is a listing of our local capabilities, and include services that we have offered to other local public agencies under similar continuing contracts.

- Hydrogeologic and Geologic Studies
- Water Supply Wells, Injection Wells, & ASR
- Groundwater Flow Modeling
- Water Quality Testing and Analysis
- Monitoring Systems – Design, Install, & Monitor
- Water Resource Planning and Analysis
- Water Use Permitting
- Alternative Water Supply Studies
- Contaminant Transport Modeling
- Surface Water Modeling
- Well and Wellfield Design
- Well Construction Management and Observation
- Aquifer Performance Testing and Analysis
- Injection Well Permitting
- Mechanical Integrity Testing
- Aquifer Storage and Recovery Feasibility Studies
- ASR Cycle Testing
- Effluent Disposal Studies (RIBs and Sprayfields)
- GIS Mapping and Analyses
- Contamination Assessments

Project Quality Assurance

Providing the City with the appropriate quality of service is the primary goal of our efforts. Ardaman's team proposes to provide quality control on all of our services.

Assuring the quality of our data, test results, evaluations, designs, permitting efforts, and monitoring activities will be an important effort of this project team. Our firm takes a multi-faceted approach to Quality Assurance and Quality Control. We believe that the following items are essential to developing a quality approach for all aspects of our services.

Employee Education – Our professional and technical staff attend continuing education workshops and presentations. Technical training has included extensive FDEP and water management district formalized training on testing, water quality sampling, and environmental monitoring. Members of the team have attended technical workshops and short courses on state of the art technology through ASCE, AWWA, and NGWA.

Document Updates – We maintain a library of updated software, guidelines, standard operating manuals and references that are critical to our work.

Check Calculations – Our staff perform hand calculations to check computer output with field notes.

Senior Staff Review – All work performed by field staff and staff scientists is reviewed and checked by a Project Manager or Senior Consultants (licensed professional engineers or geologists.) We frequently implement a peer/quality assurance review by our senior in-house staff.

Safety – Quality Assurance cannot be achieved without careful attention to safety and safe field practices. Therefore, we monitor compliance of our field crews with applicable safety standards, and our personnel are required to attend monthly safety meetings conducted by our corporate safety director and attend regular tailgate meetings in the field.

Project Planning, Cost Controls and Communications

Ardaman believes that the three keys to project management include project planning, cost controls, and regular/frequent communications. In our opinion, a successful project provides sound technical evaluations, within budget and on schedule and a detailed project plan will be developed. One aspect of the plan will be the costing information that will be approved by the City and the other aspect will be the implementation plan provided to the team members including the appropriate coordinator/manager. Costing information will be provided to the project manager weekly, and monthly invoices will be submitted to summarize monthly charges. Project status letters will be provided with the invoices.

Meetings will occur:

1) At the kickoff meeting for the project
2) Whenever there are key decision(s) to be made on the project
3) After the draft report is prepared so we can discuss consensus revisions for the final report
4) As requested by the City

Emails and/or phone calls will be regular communications between the discipline manager and/or project manager and the appropriate City task manager to keep the City-Ardaman project team on track during the duration of each project. Mr. Dufresne will provide communication with the City periodically to assess client satisfaction with the project team. We have 30 employees in the Treasure Coast area and will use local staff when appropriate to collect data and provide site support.

Mr. Dufresne will review all reports and proposals before they are distributed to the appropriate City staff. He will execute appropriate contract documents at the beginning of the contract.

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE	32. DATE
	May 12, 2016

33. NAME AND TITLE

Mark Mongeau, P. E., Vice President

ARCHITECT - ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER *(If any)*: E-RFP 20160104

PART II - GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (OR BRANCH OFFICE) NAME: Ardaman & Associates, Inc. (Orlando Div. / Corporate)		3. YEAR ESTABLISHED: 1959	4. DUNS NUMBER: 060253853
2b. STREET: 8008 S. Orange Avenue		a. TYPE: Corporation	
2c. CITY: Orlando	2d. STATE: FL / 2e. ZIP CODE: 32809	b. SMALL BUSINESS STATUS	
6a. POINT OF CONTACT NAME AND TITLE: Mark L. Mongeau, PE, Vice President		7. NAME OF FIRM *(If block 2a is a branch office)*: Ardaman & Associates, Inc. 8008 S. Orange Avenue Orlando, Florida 32809-6729	
6b. TELEPHONE NUMBER: (407) 855-3860	6c. E-MAIL ADDRESS: mmongeau@ardaman.com		
8a. FORMER FIRM NAME(S) *(If any)*		8b. YR. ESTABLISHED	8c. DUNS NUMBER

9. EMPLOYEES BY DISCIPLINE

a. Function Code	b. Discipline	c. No. of Employees (1) FIRM	(2) BRANCH
02	ADMINISTRATIVE	53	23
08	CADD TECHNICIAN	13	11
12	CIVIL ENGINEER	5	3
14	COMPUTER PROGRAMMER	2	2
15	CONSTRUCTION INSPECTOR	49	18
23	ENVIRONMENTAL ENGINEER	6	1
24	ENVIRONMENTAL SCIENTIST	3	2
27	FOUNDATION / GEOTECHNICAL ENGINEER	72	38
29	GIS SPECIALIST	1	1
30	GEOLOGIST	7	6
40	MATERIALS ENGINEER	6	3
57	STRUCTURAL ENGINEER	1	
58	TECHNICIAN / ANALYST	105	20
62	WATER RESOURCES ENGINEER	5	5
	Other Employees		
70	DRILLERS	43	11
	Total	371	144

10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

a. Profile Code	b. Experience	c. Revenue Index Number *(see below)*
D02	Dams; Dikes; Levees	5
E02	Educational Facilities; Classrooms	3
E09	Environmental Impact Studies, Assessments or Statements	5
F05	Forensic Engineering	1
H03	Hazardous Waste Remediation	5
H07	Highways; Streets; Airfield Paving; Parking Lots	7
I03	Industrial Waste Treatment	7
M06	Mining & Mineralogy	7
S04	Sewage Collection, Treatment and Disposal	5
S05	Soils & Geologic Studies; Foundations	8
S07	Solid Wastes; Incineration; Landfill	6
T02	Testing & Inspection Services	7
W02	Water Resources; Hydrology; Groundwater	6
	Instrumentation	3
	Port / Marina Projects	4

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS

(Insert revenue index number shown at right)

a. Federal Work	4
b. Non-Federal Work	8
c. Total Work	9

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

1. Less than $100,000
2. $100,000 to less than $250,000
3. $250,000 to less than $500,000
4. $500,000 to less than $1 million
5. $1 million to less than $2 million
6. $2 million to less than $5 million
7. $5 million to less than $10 million
8. $10 million to less than $25 million
9. $25 million to less than $50 million
10. $50 million or greater

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE

b. DATE: January 27, 2016

c. NAME AND TITLE: Mark L. Mongeau, PE, Vice President

ARCHITECT - ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER *(If any)*
E-RFP 20160104

PART II - GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (OR BRANCH OFFICE) NAME			3. YEAR ESTABLISHED	4. DUNS NUMBER
Tetra Tech — Orlando, FL			1966	801215968
2b. STREET			5. OWNERSHIP	
201 E. Pine Street, Suite 1000			a. TYPE	
			Large Business Corporation	
2c. CITY	2d. STATE	2e. ZIP CODE	b. SMALL BUSINESS STATUS	
Orlando	Florida	32801	N/A	
6a. POINT OF CONTACT NAME AND TITLE			7. NAME OF FIRM *(If block 2a is a branch office)*	
Jon D. Fox, PE, Vice President				
6b. TELEPHONE NUMBER	6c. E-MAIL ADDRESS		Tetra Tech, Inc.	
407.839.3955	jon.fox@tetratech.com			
8a. FORMER FIRM NAME(S) *(If any)*			8b. YR. ESTABLISHED	8c. DUNS NUMBER

9. EMPLOYEES BY DISCIPLINE

a. Function Code	b. Discipline	c. No. of Employees (1) FIRM	c. No. of Employees (2) BRANCH
02	Administrative	1,066	6
08	CADD Technician	159	6
12	Civil Engineer	465	16
15	Construction Inspector	154	3
16	Construction Manager	528	1
21	Electrical Engineer	305	4
23	Environmental Engineer	341	0
29	Geographic Information System Specialist	262	2
38	Land Surveyor	56	3
48	Project Manager	1,181	22
	Document Production Specialists	71	2
	Other Employees	8,117	1
	Total	13,000	66

10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

a. Profile Code	b. Experience	c. Revenue Index Number *(see below)*
A05	Airports; Navaids; Airport Lighting; Aircraft Fueling	1
A12	Automation; Controls; Instrumentation	1
B02	Bridges	1
C08	Codes; Standards; Ordnances	1
C11	Community Facilities	1
E01	Ecological & Archaeological Investigations	1
E03	Electrical Studies and Design	1
E08	Engineering Economics	1
E09	EIS; Assessments or Statements	1
E11	Environmental Planning	1
E12	Environmental Remediation	1
H04	Heating; Ventilation; Air Conditioning	1
H07	Highways; Streeets; Airfield Paving; Parking Lots	1
I01	Industrial Buildings; Manufacturing Plants	1
P06	Planning (Site, Installation and Project)	2
R04	Recreation Facilities (Parks, Marinas, etc.)	1
S04	Sewage Collection, Treatment and Disposal	5
S09	Structural Design; Special Structures	2
S10	Surveying; Plotting; Mapping; Flood Plain Studies	3
S13	Storm Water Handling & Facilities	3
T04	Topographic Surveying and Mapping	1
T03	Traffic & Transportation Engineering	1
W02	Water Resources; Hydrology; Ground Water	2
W03	Water Supply; Treatment and Distribution	7
Z01	Zoning; Land Use Studies	1

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS

(Insert revenue index number shown at right)

a. Federal Work	3
b. Non-Federal Work	7
c. Total Work	7

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

1. Less than $100,000
2. $100,000 to less than $250,000
3. $250,000 to less than $500,000
4. $500,000 to less than $1 million
5. $1 million to less than $2 million
6. $2 million to less than $5 million
7. $5 million to less than $10 million
8. $10 million to less than $25 million
9. $25 million to less than $50 million
10. $50 million or greater

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE

b. DATE September 17, 2015

c. NAME AND TITLE
Jon D. Fox, PE, Vice President

COUNCIL ITEM 13D
DATE 7/11/16

MEMORANDUM

TO: JEFFREY BREMER, CITY MANAGER

FROM: GREGORY J. ORAVEC, MAYOR

SUBJECT: REQUEST FOR SETTING AN AGENDA ITEM—APPOINTMENT OF THE VICE MAYOR

DATE: JULY 5, 2016

Pursuant to Section 4(b) of the City of Port St. Lucie Rules of Council, the agendas for all regular and special meetings of the City Council are set at the direction of the City Manager. Accordingly, this memorandum serves to request that the following item be placed on the City Council Agenda of July 11, 2016: Appointment of the Vice Mayor.

As you are aware, at the City Council meeting of June 27, 2016, the current Vice Mayor, Linda Bartz, declared her intent to resign from the position. In response to this declaration, the requested agenda item will allow me to appoint a new Vice Mayor pursuant to Section 3.06 of the City Charter, which states:

Sec. 3.06. – Vice-mayor.

The mayor shall select one of the councilmembers as vice-mayor subject to the Council's approval.

Please know that I will make my selection and share any related thoughts from the dais.

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

c: Vice Mayor & City Council
Interim City Attorney
Karen Phillips, City Clerk

[Disclaimer: A councilperson may send a written report to other councilpersons on a subject that will be discussed at a public meeting without violating the Sunshine Law, if prior to the meeting, there is no interaction related to the report among the councilpersons and the report, which must be maintained as a public record, is not being used as a substitute for action at a public meeting. However, another councilperson's response to such a report, which outlines his/her position, can be "problematical" and should be discouraged. Accordingly, this communication is being provided for your information only and should not initiate an exchange outside of the Sunshine. Any discussion or reply should occur at a duly noticed public meeting. (Source: Government-In-The-Sunshine Manual)]

RECEIVED
JUL 06 2016
CITY MANAGER'S OFFICE