



"A City for All Ages"

CITY OF PORT ST. LUCIE, FLORIDA

AGENDA

City Council Meeting

Monday, March 28, 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

Michelle Lee Berger, Councilwoman

Shannon Martin, Councilwoman

Ronald E. Bowen, Councilman

District I

District II

District III

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, March 28, 2016 – 7:00 p.m.

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

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

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

1. **MEETING CALLED TO ORDER**
2. **ROLL CALL**
3. **INVOCATION & PLEDGE OF ALLEGIANCE**
4. **PROCLAMATIONS AND SPECIAL PRESENTATIONS**
 - A. **SPECIAL PRESENTATION** – 2016 ACHIEVEMENT OF EXCELLENCE IN PROCUREMENT AWARD
 - B. **PROCLAMATION** – MAYOR & COUNTY RECOGNITION DAY FOR NATIONAL SERVICE
 - C. **PROCLAMATION** – NATIONAL AUTISM AWARENESS MONTH
 - D. **PROCLAMATION** - WELCOME HOME VIETNAM VETERANS DAY
 - E. **SPECIAL PRESENTATION** - 2015 FY COMPREHENSIVE ANNUAL FINANCIAL REPORT
 - F. **SPECIAL PRESENTATION** - GUARDIANS OF THE FLAME
 - G. **SPECIAL PRESENTATION** - 2016 LEGISLATIVE SESSION UPDATE
 - H. **SPECIAL PRESENTATION** - MCCARTY RANCH PRESERVE TO HOST THE BOY SCOUTS OF AMERICA'S 2016 KLONDIKE DERBY
5. **PUBLIC TO BE HEARD**
6. **ADDITIONS OR DELETIONS TO AGENDA AND APPROVAL OF AGENDA**

7.

APPROVAL OF CONSENT AGENDA

- A. **APPROVAL OF MINUTES** – REGULAR COUNCIL FEBRUARY 22, 2016; SPECIAL COUNCIL RETREAT MARCH 4, 2016
- B. **MAJOR SITE PLAN, A GREAT FENCE**, 751 NW ENTERPRISE DRIVE ON THE NORTHEAST CORNER OF THE PROPERTIES CIRCLED BY NW ENTERPRISE DRIVE, CONSTRUCTION OF A 25,320 SQ FT WAREHOUSE BUILDING IN A WAREHOUSE INDUSTRIAL ZONING DISTRICT, P15-193, A GREAT FENCE, LLC, PLANNING AND ZONING DEPARTMENT
- C. **MAJOR SITE PLAN AMENDMENT, NEWPORT ISLES CLUBHOUSE PARKING**, LOCATED ON THE SOUTH SIDE OF NEWPORT ISLES BOULEVARD AT THE SOUTH END OF BRIGANTINE PLACE, EAST OF A WATER MANAGEMENT TRACT, GENERALLY EAST OF I-95, NORTH OF A WATER MANAGEMENT TRACT, GENERALLY NORTH OF PROVIDENCE PLACE, WEST OF A WATER MANAGEMENT TRACT, AND GENERALLY WEST OF EXETER COURT, ADD ADDITIONAL PARKING TO THE CLUBHOUSE FACILITY, P16-020, NEWPORT ISLES PROPERTY OWNERS ASSOCIATION, INC., PLANNING AND ZONING DEPARTMENT
- D. **MAJOR SITE PLAN, SOUTHERN SELF STORAGE**, LOCATED ON THE NORTH SIDE OF VILLAGE PARKWAY, SOUTH OF TRADITION'S IRRIGATION PUMPING FACILITY AND HOMETOWN CABLE'S FACILITY AND COMMUNICATION TOWER, EAST OF THE ACCESS ROAD TO THIS FACILITY, AND WEST OF A WATER MANAGEMENT TRACT AND SALVATIERRA BOULEVARD, PROPOSED PROJECT CONSISTS OF A 12,625 SQ FT ONE-STORY OFFICE BUILDING, A 16,250 SQ FT ONE-STORY OFFICE BUILDING, AN 85,800 SQ FT THREE-STORY STORAGE BUILDING, A 5,400 SQ FT ONE-STORY STORAGE BUILDING, AND A 3,800 SQ FT ONE-STORY STORAGE BUILDING; FOR A TOTAL OF 28,875 SQ FT IN OFFICE AND 95,000 SQ FT IN STORAGE, P16-007, STORAGE PARTNERS AT TRADITION, INC., PLANNING AND ZONING DEPARTMENT
- E. **DECLARATION OF UNITY OF TITLE**, SCOTT NIELD & CHRISTINE NIELD, TO COMBINE LOTS 21 AND 22, RESERVE PLANTATION, PHASE 1, TO ALLOW THE OWNER TO COMBINE THE LOTS INTO ONE PARCEL, LEGAL DEPARTMENT
- F. **THERMA SEAL ROOF SYSTEMS, LLC**, POLICE ATHLETIC LEAGUE (PAL) BUILDING METAL ROOF REHABILITATION PROJECT, #20160065, \$33,000, PLUS A ONE-TIME \$10 INDEMNIFICATION FEE, CONTRACT PERIOD IS FOR 30 CALENDAR DAYS WITH NO OPTION TO RENEW, PROCUREMENT MANAGEMENT DEPARTMENT
- G. **DECLARATION OF UNITY OF TITLE**, ROCCO ROMANELLI A/K/A ROBERT ROMANELLI AND MARIA ROMANELLI AS TRUSTEES OF ROCCO ROMANELLI REVOCABLE LIVING TRUST, AS AMENDED AND RESTATED ON OCTOBER 9, 2011, TO COMBINE LOTS 17 AND 18, BLOCK 73, PORT ST. LUCIE SECTION 27, TO ALLOW THE OWNERS TO COMBINE THE LOTS INTO ONE PARCEL, LEGAL DEPARTMENT

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

- A. **ORDINANCE 16-13**, AN ORDINANCE AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$39,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF CITY OF PORT ST. LUCIE, FLORIDA PUBLIC SERVICE TAX REFUNDING REVENUE BONDS, SERIES 2016 IN ORDER TO REFUND ALL OR A PORTION OF THE CITY'S OUTSTANDING CERTIFICATES OF PARTICIPATION, SERIES 2004 AND CERTIFICATES OF PARTICIPATION, SERIES 2008, IN ORDER TO ACHIEVE DEBT SERVICE SAVINGS FOR THE CITY AND TO ELIMINATE DEBT UNDER THE CITY'S MASTER LEASE PROGRAM; 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 CERTAIN RIGHTS OF THE HOLDERS OF SUCH BONDS; AND PROVIDING AN EFFECTIVE DATE.
- B. **ORDINANCE 16-14**, AN ORDINANCE TO REZONE .46 ACRES OF PROPERTY LOCATED ON THE WEST SIDE OF BILTMORE STREET AND NORTH OF SWAN AVENUE FROM RS-2 (SINGLE FAMILY RESIDENTIAL) TO WI (WAREHOUSE INDUSTRIAL). FOR A PROJECT KNOWN AS P15-206 ROCCO ROMANELLI; PROVIDING FOR AN EFFECTIVE DATE.
- C. **ORDINANCE 16-15**, AN ORDINANCE CHANGING THE NAME OF CRESENT AVENUE TO CRESCENT AVENUE EXTENDING FROM BAYSHORE BOULEVARD TO KAIL STREET AND WALD STREET TO WHITMORE DRIVE; PROVIDING FOR AN EFFECTIVE DATE.

9. **OTHER PUBLIC HEARINGS**

- A. **PORT ST. LUCIE RESIDENTIAL STREET LIGHTING ASSESSMENT AREA, BOUNDARY #476** SW FIELDS AVENUE
- B. **PORT ST. LUCIE RESIDENTIAL STREET LIGHTING ASSESSMENT AREA, BOUNDARY #477**, SW HUTCHINS STREET
- C. **PORT ST. LUCIE RESIDENTIAL STREET LIGHTING ASSESSMENT AREA, BOUNDARY #478**, SW KOLSTED STREET
- D. **PORT ST. LUCIE RESIDENTIAL STREET LIGHTING ASSESSMENT AREA, BOUNDARY #479**, SW HOLDEN TERRACE
- E. **PORT ST. LUCIE RESIDENTIAL STREET LIGHTING ASSESSMENT AREA, BOUNDARY #480**, NW DOWSE STREET
- F. **NSP3 PROGRAM, SUBSTANTIAL ACTION PLAN**, AMENDMENT #4, TO ALLOW THE CITY TO OFFER A DEFERRED FIRST MORTGAGE PROGRAM TO SUPPLEMENT THE EXISTING SECOND MORTGAGE PROGRAM

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

10. **FIRST READING OF ORDINANCES**

- A. **ORDINANCE 16-17**, AN ORDINANCE AMENDING THE 2015-16 BUDGET OF THE CITY OF PORT ST. LUCIE, FLORIDA, BY INSERTING THEREIN A SCHEDULE CONSISTING OF 20 PAGES, ATTACHED HERETO AND DESIGNATED AS 2015-16 BUDGET AMENDMENT NO. 1. THE SAID SCHEDULE PROVIDES FOR AN INCREASE AND/OR DECREASE IN APPROPRIATIONS IN THE VARIOUS LINE ITEMS; PROVIDING AN EFFECTIVE DATE.
- B. **ORDINANCE 16-18**, AN ORDINANCE OF THE PORT ST. LUCIE CITY CODE OF ORDINANCES, AMENDING CHAPTER 36, CITY POLICY, ARTICLE I, ADDING SECTION 36.03 IMPOSING A FEE FOR COLLECTION BY THE LIEN SERVICES DIVISION; PROVIDING AN EFFECTIVE DATE.
- C. **ORDINANCE 16-19**, AN ORDINANCE TO REZONE 1.47 ACRES OF PROPERTY LEGALLY DESCRIBED AS ST. LUCIE WEST PLAT NO. 168, OST (OPEN SPACE TRACT) 1A, 1B, AND 2A AND LOCATED ON THE NORTH SIDE OF ST. LUCIE WEST BOULEVARD IN BETWEEN CALIFORNIA BOULEVARD AND COUNTRY CLUB DRIVE; FROM GU (GENERAL USE) TO CG (GENERAL COMMERCIAL) FOR A PROJECT KNOWN AS ST. LUCIE WEST SERVICES DISTRICT (P16-015); PROVIDING FOR AN EFFECTIVE DATE.
- D. **ORDINANCE 16-20**, AN ORDINANCE AUTHORIZING THE CONVEYANCE OF ERRONEOUSLY DESCRIBED RIGHTS-OF-WAY VIA QUIT CLAIM DEEDS FROM THE CITY OF PORT ST. LUCIE TO RIVERLAND/KENNEDY II, A FLORIDA LIMITED LIABILITY, RIVERLAND/KENNEDY III, A FLORIDA LIMITED LIABILITY COMPANY AND RIVERLAND/KENNEDY, LLP, A FLORIDA LIMITED LIABILITY PARTNERSHIP; PROVIDING AN EFFECTIVE DATE.
- E. **ORDINANCE 16-21**, AN ORDINANCE OF THE CITY OF PORT ST. LUCIE, FLORIDA, UPDATING THE CAPITAL IMPROVEMENTS ELEMENT OF THE COMPREHENSIVE PLAN OF THE CITY OF PORT ST. LUCIE; PROVIDING THE INVALIDITY OF ANY PORTION SHALL NOT AFFECT THE REMAINING PORTIONS OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.
- F. **ORDINANCE 16-03**, AN ORDINANCE AMENDING THE PORT ST. LUCIE CITY CODE OF ORDINANCES, AMENDING SECTION 61.07, CUSTOMER DEPOSITS; CLARIFYING THE AUTHORIZATION FOR THE TRANSFER OF A UTILITY DEPOSIT TO A DESIGNEE OTHER THAN A SURVIVING SPOUSE; PROVIDING FOR AN EFFECTIVE DATE.
- G. **ORDINANCE 16-04**, AN ORDINANCE AMENDING THE PORT ST. LUCIE

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

11. **RESOLUTIONS**

- A. **RESOLUTION 16-R22**, A RESOLUTION APPROVING AND ACCEPTING THE PRELIMINARY AND FINAL PLAT FOR SOUTHERN GROVE PLAT NO. 16 (P16-016) WITHIN THE CITY OF PORT ST. LUCIE, FLORIDA ON THE REQUEST OF FLORIDA VISION REALTY TRADITION, LLC; AUTHORIZING THE MAYOR AND CITY CLERK TO COUNTERSIGN SAID PLAT; PROVIDING AN EFFECTIVE DATE.

12. **UNFINISHED BUSINESS**

- A. **CAPTEC ENGINEERING, INC.**, CHANGE ORDER #1, CEI SAVANNAS RECREATION AREA TRAIL, SAVANNA PRESERVE STATE PARK ED CENTER IMPROVEMENTS AND CANOE LAUNCH PROJECT, #20140114, NET INCREASE OF \$58,085.05 FOR A NEW CONTRACT AMOUNT OF \$348,531.50, ADDING AN ADDITIONAL 156 CALENDAR DAYS FOR A NEW CONTACT PERIOD OF 486 CALENDAR DAYS, PROCUREMENT MANAGEMENT DEPARTMENT

13. **NEW BUSINESS**

- A. **ACCEPTANCE OF THE 2015 COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR)**, FINANCE DEPARTMENT
- B. **MARQUEE DEVELOPMENT, INC.**, CASHMERE BOULEVARD SIDEWALK CONSTRUCTION PROJECT, #20160017, \$221,865, PLUS A ONE-TIME \$10 INDEMNIFICATION FEE, CONTRACT PERIOD IS FOR 90 CALENDAR DAYS WITH NO OPTION TO RENEW, PROCUREMENT MANAGEMENT DEPARTMENT
- C. **BROTHERS' CONSTRUCTION, INC.**, DEMOLISH AND REPLACE TWO PEDESTRIAN BRIDGES AT VETERANS MEMORIAL PARKWAY, #20160045, \$344,941.50, PLUS A ONE-TIME \$10 INDEMNIFICATION FEE, CONTRACT PERIOD IS FOR 210 CALENDAR DAYS WITH NO OPTION TO RENEW, PROCUREMENT MANAGEMENT DEPARTMENT

14. **DETERMINATION OF EXCUSED ABSENCES**

- A. **COUNCILWOMAN MARTIN**, REGULAR COUNCIL MEETING, MARCH 14, 2016

15. **CITY MANAGER'S REPORT**

16. **COUNCILMEMBERS REPORT ON COMMITTEE ASSIGNMENTS**

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

18. **ADJOURN**

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

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

April Meeting Calendar

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

CA032816

**NOTICE
AGENDA ADDENDUM
CITY COUNCIL REGULAR MEETING
MARCH 28, 2016**

13. NEW BUSINESS

**d) UPDATE ON THE 10400 BUILDING REQUESTED BY COUNCILMAN
BOWEN, INTERIM CITY ATTORNEY**



CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 4A
Meeting Date: 3/28/16

TO: Mayor and City Council
FROM: Jeff Bremer, City Manager *JB*
Agenda Item: Special presentation: Award of Excellence in Public Procurement for 2016
Submittal Date: 3/15/2016

STRATEGIC PLAN LINK: Port St. Lucie mission principle A, exceptional municipal services.

BACKGROUND: The Award of Excellence in Public Procurement recognizes organizational excellence in procurement. The criteria are designed to measure innovation, professionalism, e-procurement, productivity, and leadership attributes of the procurement function.

ANALYSIS: The City of Port St. Lucie is one of only 13 agencies in FL to receive the award.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: N/A

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: 5 minutes, Cheryl Shanaberger

REQUESTED MEETING DATE: 3/28/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: Letter from the Florida Association of Public Procurement Officials, Inc.



**FLORIDA ASSOCIATION OF PUBLIC
PROCUREMENT OFFICIALS, INC.**

March 10, 2016

Mr. Jeffrey Bremer
City Manager
City of Port St. Lucie
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984

Subject: Excellence in Public Procurement Awards Program

Dear Mr. Bremer:

The Award of Excellence in Public Procurement was established to recognize organizational excellence in procurement. It recognizes agencies that meet or exceed benchmarks and best practices in the Procurement Profession and is achieved by those organizations that obtain a high score on a rating of standardized criteria. The program is designed to measure innovation, professionalism, e-procurement, productivity, and leadership attributes of the procurement function. The Excellence in Public Procurement Awards Program is sponsored by the Florida Association of Public Procurement Officials, Inc. (FAPPO).

It is my pleasure to notify you that the Port St. Lucie Office of Management and Budget has earned the **Award of Excellence in Public Procurement for 2016**. The City is one of only thirteen (13) agencies to receive the **Award of Excellence** in the State of Florida. A beautiful trophy will be awarded to your entity at the FAPPO 49th Annual Conference and Trade Show being held in Orlando, Florida on May 24, 2016.

You have truly distinguished yourself within the State, and this is an accomplishment to cherish. Congratulations on this well deserved award!

Sincerely,

Keith K. Glatz, CPPO, FCPM, FCPA
Entity Awards Program Chair

c: Shelby Reisinger, Contract Facilitator

RECEIVED

MAR 14 2016

CITY MANAGER'S OFFICE



CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 4E
Meeting Date: 3/28/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager 

FROM: Edwin M. Fry, Jr., Finance Director/City Treasurer 

Agenda Item: Special presentation: Presentation of FY 2015 Comprehensive Annual Financial Report

Submittal Date: 3/11/2016

STRATEGIC PLAN LINK: This item relates to principle b - responsive to community: residents and businesses; educating the residents about city finances and services.

BACKGROUND: The City Charter, Florida State Statutes and the Rules of the Auditor General require the preparation of annual financial statements and an audit of the annual financial statements. Each year the Finance Department prepares a Comprehensive Annual Financial Report (CAFR) for the twelve month period ending September 30. The Fiscal Year ending September 30, 2015 CAFR has been prepared in accordance with generally accepted accounting principles for state and local governments as prescribed by the Governmental Accounting Standards Board. Responsibility for both the accuracy of the presented data and the completeness and fairness of the presentation, including all disclosures, rests with management.

ANALYSIS: N/A

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: N/A

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: Presentation will be approximately five minutes.

REQUESTED MEETING DATE: 3/28/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: Power Point Presentation

RECEIVED

MAR 11 2016

CITY MANAGER'S OFFICE

City of Port St. Lucie Finance Department

Comprehensive Annual Financial Report
For the Fiscal Year Ending September 30, 2015



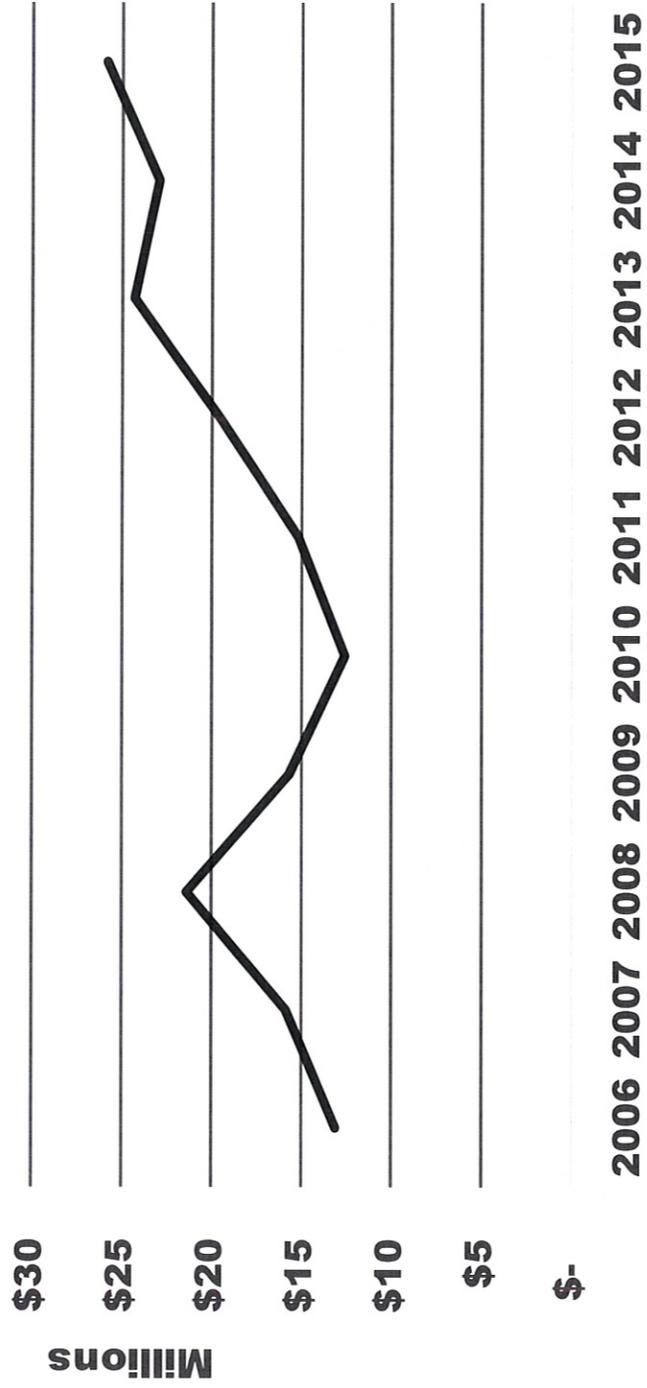
General Fund Income Statement

September 30, 2015

Revenues	\$ 70,124,829
Expenditures	\$ 63,502,345
Other Sources (Uses)	\$ (3,706,041)
Net change	\$ 2,916,443
Beginning Fund Balance	\$ 22,864,118
Ending Fund Balance	\$ 25,780,561



General Fund - Fund Balance As of September 30

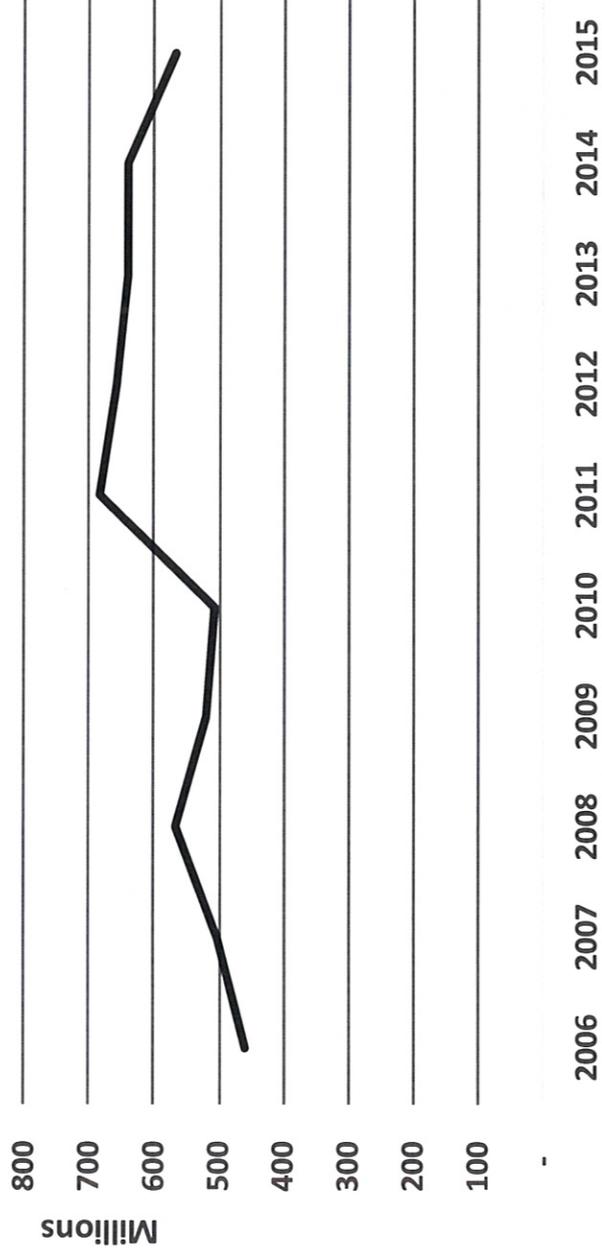




Statement of Activities		
September 30, 2015		
	Governmental Activities	Business-type Activities
Revenues:		
Program	68,944,867	99,307,131
Taxes	82,920,780	
State revenue sharing	4,586,750	
Interest	1,136,378	1,557,174
Miscellaneous	3,963,951	
Transfers	(3,617,260)	3,617,260
Total revenues	157,935,466	104,481,565
Expenses:		
Operating	195,391,498	105,576,272
Debt service	21,433,349	
Total expenses	216,824,847	105,576,272
Change in net position	(58,889,381)	(1,094,707)
Beginning net position	624,285,539	309,154,074
Ending net position	565,396,158	308,059,367

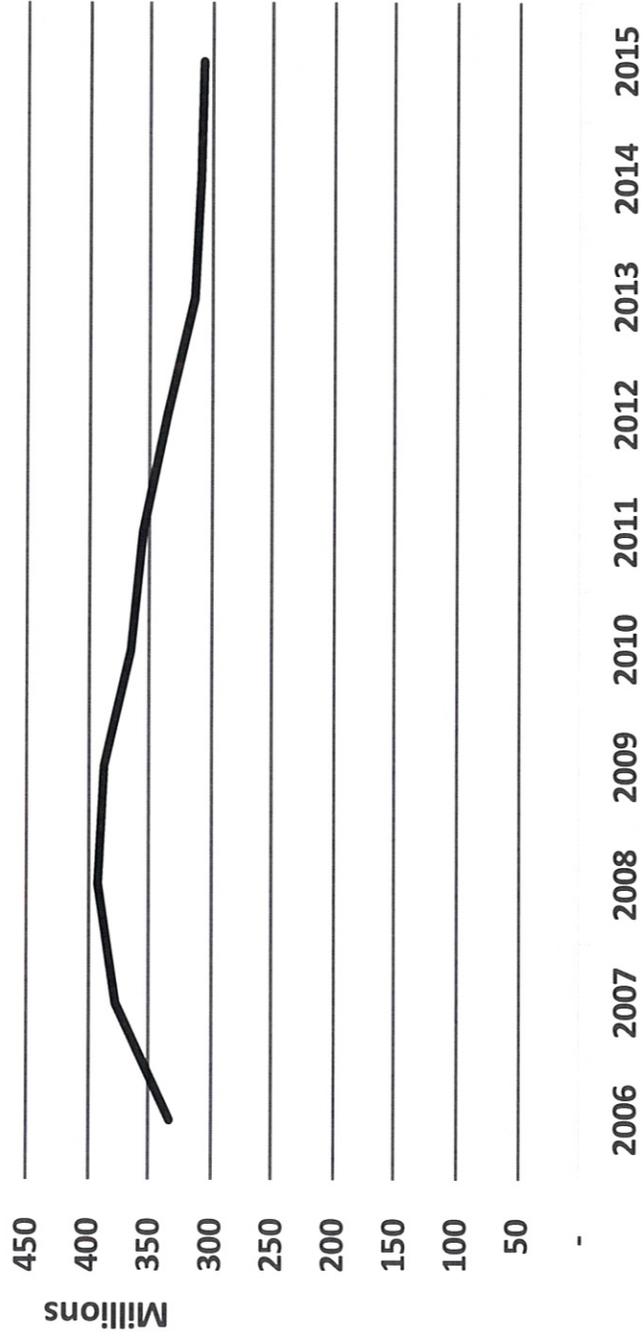


Governmental Activities - Net Position As of September 30



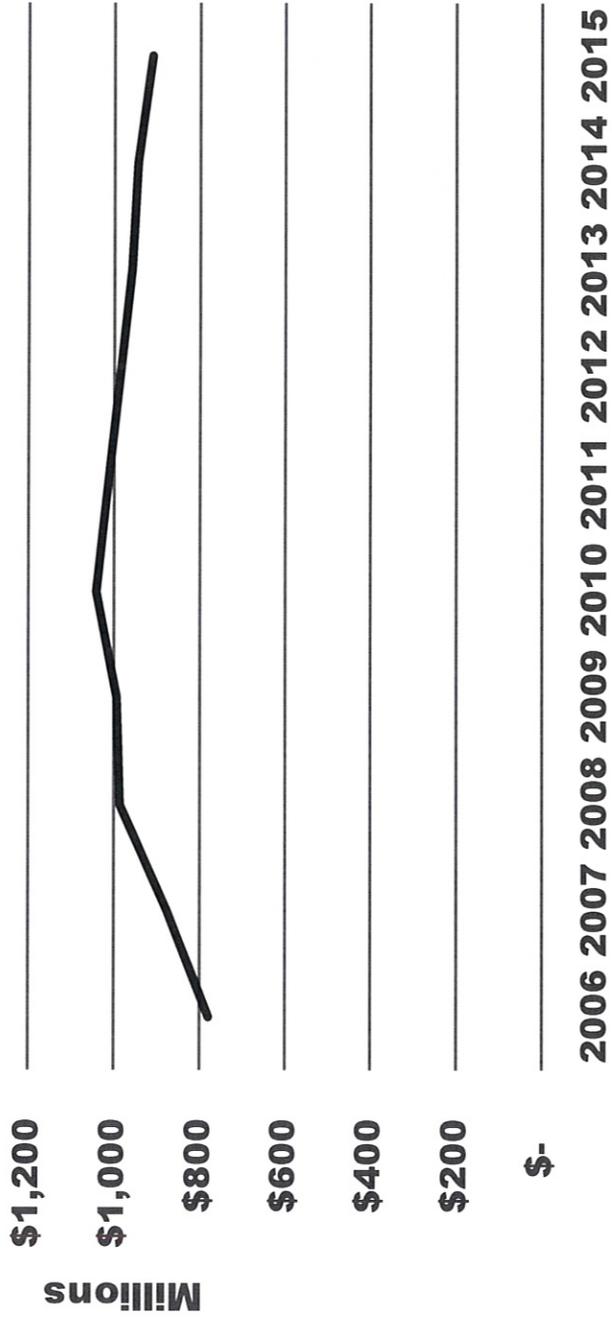


Business-type Activities As of September 30



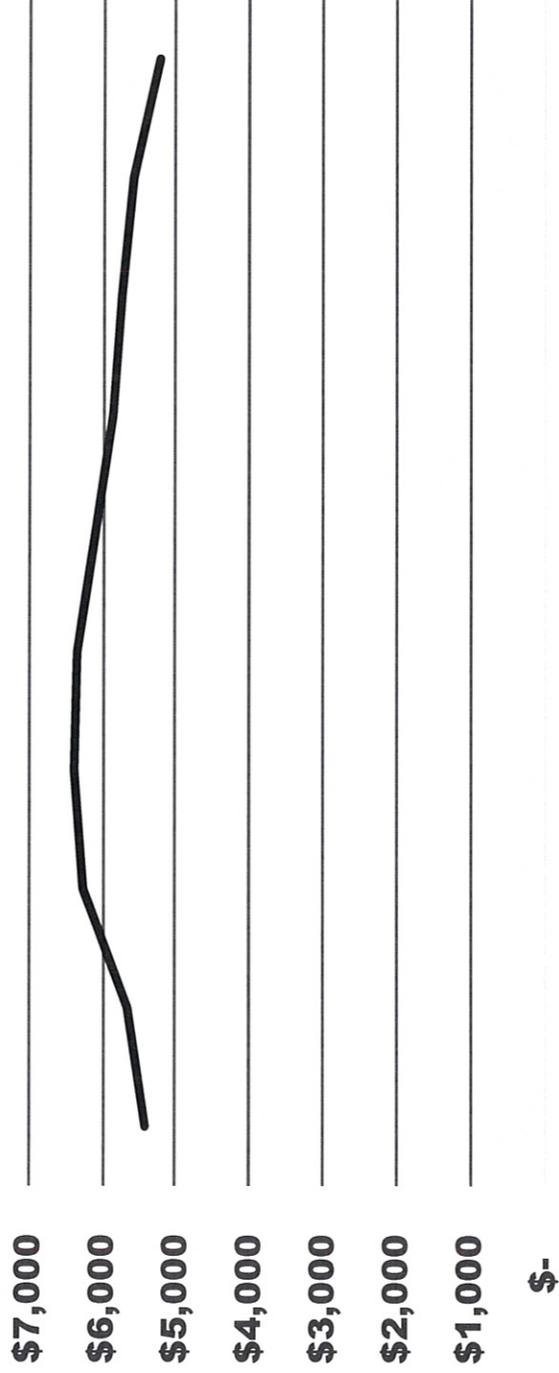


Outstanding Debt As of September 30





Debt Per Capita As of September 30



2006 2007 2008 2009 2010 2011 2012 2013 2014 2015

City of Port St. Lucie Finance Department

Comprehensive Annual Financial Report
For the Fiscal Year Ending September 30, 2015

Questions?



CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 4F
Meeting Date: 3/28/16

TO: Mayor and City Council
FROM: Jeff Bremer, City Manager *JB*
Agenda Item: Special presentation: Guardians of the Flame
Submittal Date: 3/22/2016

STRATEGIC PLAN LINK: This item relates to our Strategic Plan with regards to our mission, principle 2, responsive to the community.

BACKGROUND: The Port St. Lucie Police Dept. was awarded a plaque for recognition of being a "Top 10 Fundraiser" in the 2015 Torch Run.

ANALYSIS: N/A

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: N/A

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: By Senior Sgt. Dobler - 5 minutes

REQUESTED MEETING DATE: 3/28/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: N/A



**TOP 10 FUNDRAISER for
2015 Torch Run Season**

presented to

Port St. Lucie Police Department

In recognition for your outstanding efforts on
behalf of the athletes of Special Olympics Florida.

GUARDIANS OF THE FLAME





2016 LEGISLATIVE SESSION FINAL REPORT

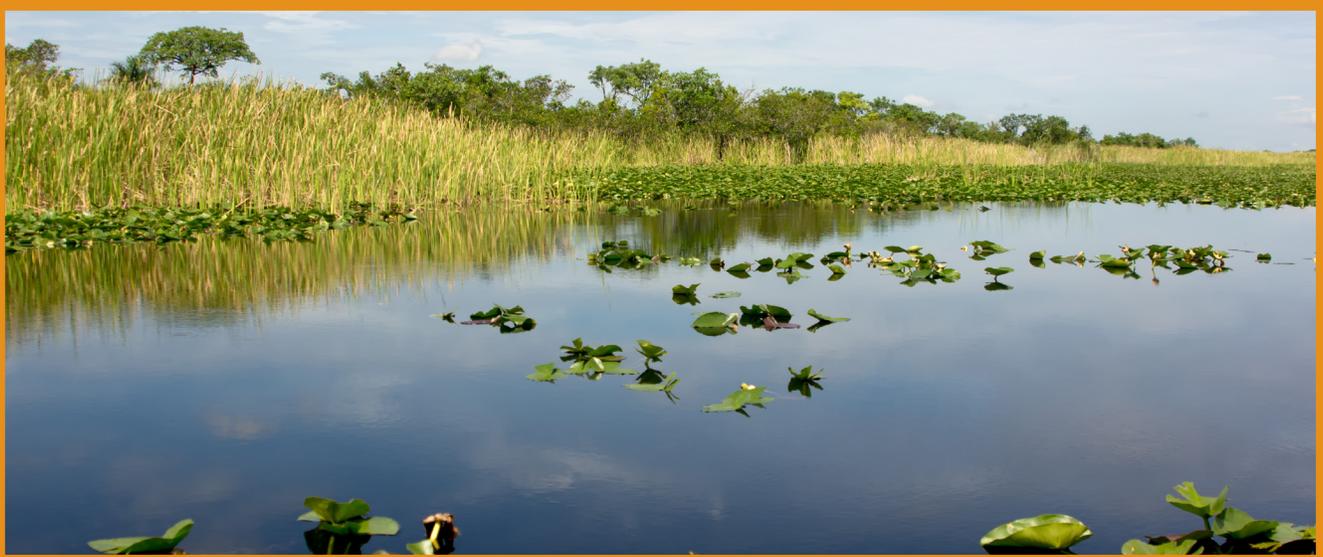


Table of Contents

I.	Budget Issues	4
1.	Education	
2.	Health & Human Services	5
3.	Criminal Justice & Corrections	6
4.	Agriculture & Natural Resources	6
5.	Transportation & Economic Development	7
II.	Legislation	9
1.	Tax Related Bills That Passed	9
i.	Tax Reduction Plan	9
ii.	Renewable Energy Source Devices/Exemption from Certain Taxation and Assessment	10
iii.	Special Election	10
iv.	Homestead Tax Exemption for Senior, Low-Income, Long-Term Residents	10
v.	County and Municipality Homestead Tax Exemption	10
vi.	Special Assessments on Agricultural Land	11
vii.	Exemption for Totally and Permanently Disabled First Responders	11
viii.	Ad Valorem Tax Exemption for Deployed Servicemembers	11
2.	Tax Bills That Did Not Pass	11
i.	Tax on Communications Services	11
ii.	Special Assessment for Law Enforcement Services	11
iii.	Local Government Finance	12
iv.	Millage Rates	12
v.	Homestead Tax Relief for Parents of Unmarried Veterans Who Died from Service-connected Causes	12
vi.	Property Tax Assessments	12
3.	Transportation Bills That Passed	12
i.	Relocation of Utilities	13
ii.	Department of Transportation	13
iii.	Transportation	13
4.	Transportation and Economic Development Bills That Did Not Pass	14
i.	Transportation Network Companies	14
ii.	Economic Development	15
iii.	Traffic Infraction Detectors	15
5.	Agriculture and Natural Resources Bills That Passed	15
i.	Agritourism	15
ii.	Environmental Resources	15
iii.	Environmental Control	16
iv.	Solid Waste Management	16
v.	Implementation of Water and Land Conservation Constitutional Amendment	16
vi.	State Lands	16

Table of Contents Cont.

6.	Agriculture and Natural Resources Bills That Did Not Pass	17
i.	Regulation of Oil and Gas Resources	17
ii.	Waste Management	17
7.	Criminal Justice Bills That Passed	17
i.	Contraband Forfeiture	17
ii.	Sentencing for Capital Penalties	18
8.	Growth Management Bill That Passed	18
i.	Growth Management	18
9.	Growth Management Bill That Did Not Pass	18
i.	Growth Management	18
10.	Health Care Bill That Passed	18
i.	Mental Health and Substance Abuse	19
11.	Health Care Bill That Did Not Pass	19
i.	Ethical Marketing Practices for Substance Abuse Services	19
12.	Elections Bill That Did Not Pass	20
i.	Election Dates for Municipal Office	20
13.	General Government Bills	20
i.	Public-Private Partnerships	20
ii.	Public Records and Public Meetings Exemption for Public-Private Partnerships	20
iii.	Special Districts	20
iv.	Building Code	21
v.	Alcoholic Beverages and Tobacco	21
vi.	Public Records	21



BUDGET ISSUES

2016 General Appropriations Act

Each year, the Florida Legislature meets in Tallahassee for a 60-day Legislative Session. During that time, they pass numerous pieces of legislation. There is only one bill they are constitutionally mandated to pass, a balanced budget. Areas within this section include the subsections found within the 2016-2017 Fiscal Year Budget.

HB 5001 by Rep. Richard Corcoran

After an extensive budget conference between the House and Senate, the Legislature agreed upon an \$82.3 billion balanced budget, a 5% increase from last fiscal year's 2015-2016 budget, with roughly \$129.1 million in tax relief measures and \$3 billion in reserves.

The budget is broken down as follows:

- General Revenue Funds: \$30.3 billion
- State Trust Funds: \$24.1 billion
- Federal Funds: \$28.0 billion

On March 15, 2016, the Governor vetoed approximately \$256.1 million in projects and trust fund sweeps.

EDUCATION

PreK-12

The PreK-12 Education budget totals \$14.5 billion, which is a 2.76% or \$388.2 million increase over the prior year's budget.

The Legislature moved to hold down required local effort (RLE) property taxes for schools in the budget and proposed to keep the same RLE millage rate as last year. Therefore, the state funding portion of the Florida Education Finance Program (FEFP) will absorb the total cost of the RLE, which is estimated at \$428 million. This represents an average school tax savings of \$54 per household.



The budget also increases per student funding by 1% for a total of \$7,178.49, which is a \$71.16 per student increase over last year's budget.

The Legislature appropriated \$110,000 for the Literacy Jump Start Program in St. Lucie County to provide at-risk, academically challenged pre-school children, who are residing within high risk federally subsidized housing, a chance at success.

Higher Education

The Higher Education budget totals \$7.3 billion, which is a 3.7% or \$261 million increase over the prior year's budget.

The State University System will receive \$4.7 billion, which is an increase of \$200.3 million from FY 2015-2016.

The Legislature funded numerous Public Education Capital Outlay (PECO) projects totaling \$693.5 million using a combination of dollars from the PECO Trust Fund, General Revenue, and bonding.

The Florida College System will receive \$1.2 billion, which is an increase of \$58 million from FY 2015-2016.

Indian River State College acquired \$36,864,804 from General Revenue for operating funds and approved baccalaureate programs and an additional \$11,454,744 from the Educational Enhancement Trust Fund.

HEALTH & HUMAN SERVICES

Health and Human Services funding took up the largest amount of the budget totaling \$34.3 billion, a significant increase over last year's \$32 billion appropriation.

The Ardie R. Copas Veterans Nursing Home will receive \$6,753,268 for the continued construction of the state's 120-bed veterans nursing home facility.

The Agency for Health Care Administration will receive \$26.6 billion. Most of its budget, \$25.7 billion, goes toward Medicaid services for individuals and long-term care. The Low Income Pool (LIP) Program was funded at \$607.8 million. This program was redesigned to meet new federal Centers for Medicare & Medicaid Services (CMS) standards. The new program pays hospitals based on their charity case cost only.

Florida KidCare, the state's health insurance program for children, is fully funded to serve approximately 193,772 children. An additional \$29 million will be used to cover children of lawfully residing immigrants who have been here less than five years.

The Agency for Persons with Disabilities will receive \$1.31 billion, which includes \$25 million to serve 1,350 "critical needs" clients on the APD Medicaid Waiver Waiting List.

The Department of Health will receive \$2.9 billion, with \$10 million going to the Florida Association of Free and Charitable Clinics.

The Department of Children and Families will acquire \$3 billion, which includes \$4.5 million for additional staff at the state mental health facilities. An increase in mental health and substance abuse funding was the focus of numerous legislators. Those initiatives will obtain \$65 million, including \$6.1 million to expand the Criminal Justice, Mental Health & Substance Abuse Matching Grant program throughout the state for an estimated total of 18 grants.

The Department of Elder Affairs will get \$311 million including more than \$10 million for the Program of All Inclusive Care for the Elderly (PACE) expansion.

The Governor vetoed close to \$15 million of health care related funding, including \$500,000 for Torrey Pines Molecular Institute.

CRIMINAL JUSTICE & CORRECTIONS

The Criminal Justice and Corrections budget totals \$4.97 billion, which is a 5.6% or \$208 million increase over the last fiscal year's budget.

The Department of Corrections will receive \$2.4 billion, which includes \$12.2 million for 215 correctional officers.

The Department of Juvenile Justice will acquire \$545.8 million, which will include \$2 million to improve the youth to staff ratio in non-secure residential commitment programs, and \$6.45 million for youth prevention and diversion programs.

The Florida Department of Law Enforcement will obtain \$293.3 million. This includes \$2.4 million for contractual services in the FDLE crime lab to reduce the sexual assault kit backlog.

The State Court System will get \$524 million and will include funding for the State Court Revenue Trust Fund shortfall.

The Justice Administration Commission will get \$889.7 million, which includes some the following:

- Guardian Ad Litem Staffing: \$2.5 million and 44 positions to provide representation for all out of home children in the dependency system and in home children under the age of 3.
- Clerk of Courts: \$24 million, including \$11.7 million to reimburse the clerks for jury costs.
- State Attorney and Public Defender Staffing: \$9 million, which equals 42 new full time employees for state attorneys and 56 new full time employees for public defenders.

AGRICULTURE & NATURAL RESOURCES

Funding for Agriculture and Natural Resources totaled \$3.9 billion, a 16.5% or \$555.7 million increase over last year's funding.

The Department of Agriculture and Consumer Services will receive \$1.7 billion, which includes \$35 million for the acquisition of agricultural lands through perpetual conservation easements and other perpetual less-than-fee techniques and will achieve the objectives of Florida Forever.

The Department of Citrus has a proposed budget of \$49.1 million, which includes \$7 million for citrus marketing and promotions.



The Department of Environmental Protection will acquire \$1.7 billion and includes funding for the following:

- Water Projects: \$81.8 million
- Everglades Restoration: \$203.8 million, with \$55.8 million of those funds to be used to implement the Northern Everglades & Estuaries Protection.
 - o From the \$55.8 million, first consideration shall be given to projects that will efficiently and effectively provide relief from discharges to the St. Lucie and Caloosahatchee Rivers and estuaries. This is in response to the State of Emergency that was declared by Governor Rick Scott in Executive Order Number 16-59 issued on February 26, 2016 for Lee, Martin, and St. Lucie Counties.
- Florida Forever: \$60.2 million
- Additional Land Acquisition: \$30.3 million
- Indian River Lagoon Muck Dredging: \$21.5 million for muck dredging in the North and Central Indian River Lagoon and Banana River.
- Land Management: \$31.8 million for managing the use and development of land resources in state parks, greenways and trails, and coastal aquatic managed areas.
- Total Maximum Daily Loads (TMDL): \$8.8 million, which provides grant funds to local governments for storm water quality restoration projects.
- Beach Restoration: \$32.1 million
- Florida Recreation Development Assistance Program (FRDAP): \$10.4 million, which provides funds to local governments for park and trail projects.

The Fish and Wildlife Conservation Commission will receive \$379.6 million, which includes \$5.7 million to provide funds to local governments for various boating access and maintenance and repair projects. Also included is \$500,000 to be distributed to counties or local governments to cost-share the purchase of bear-resistant garbage containers.

TRANSPORTATION & ECONOMIC DEVELOPMENT

The Transportation and Economic Development budget totals \$12.5 billion, which is a \$200 million increase from FY 2015-2016.

The Department of Economic Opportunity will receive \$1.11 billion, which is \$14.4 million less than last year's budget. This decrease is due to economic development tool cuts such as the Quick Action Closing Fund, the Qualified Target Industry Tax Refund and the High-Impact Business Performance Grant. The DEO budget includes some of the following:

- City of Port St. Lucie – Extension of the Riverwalk Boardwalk: \$250,000 to provide funding for the design phase of this 2,000 feet extension along the North Fork of the St. Lucie River project.
- Enterprise Florida: \$23.5 million
- Visit Florida: \$76 million
- Low Income Energy Assistance Grant Program: \$16 million
- Community Development Block Grant Program: \$36.5 million
- Supplemental Nutrition & Assistance Program: \$12.6 million
- Florida Housing Finance Corporation: \$200.1 million to provide for affordable housing programs, which includes \$64.6 million for the State Apartment Incentive Loan Program (SAIL) and \$135.5 million for State Housing Initiatives Partnership (SHIP).

The Department of Highway Safety & Motor Vehicles will be provided \$467.3 million, which includes \$700,000 for cyber-security and threat monitoring.

The Department of Military Affairs will receive \$71.9 million, with \$2 million of those funds going towards security enhancements.

The Department of State will obtain \$137 million, with \$14.3 million of those funds going towards cultural and museum funding. Other items included in the DOS budget:

- Special Categories Grants: \$10.8 million to fund the acquisition and restoration of historic properties.
 - o Peacock Home Relocation and Preservation: \$350,000 to move three historic structures that were once owned by the Peacock Family during the early 1900's. These structures are being relocated in Western Port St. Lucie to a 9.7-acre city owned parcel along the east shoreline of the North Fork of the St. Lucie River.
- Cultural Facilities Program: \$19.5 million
- Special Elections: \$500,000
- State Aid to Libraries: \$22.3 million
- Library Cooperatives: \$2 million

The Department of Transportation was provided with \$10.7 billion. Approximately \$9.8 billion of those funds will be used to fully fund FDOT's 5-Year Work Program. Projects included in the program are the Crosstown Parkway Extension, the widening of Port St. Lucie Boulevard, I-95/ St. Lucie West Boulevard interchange improvements, sidewalk construction, intersection improvements, bridge rehabilitation, and traffic signal operation and maintenance.

The Treasure Coast International Airport received \$2,527,500, which will be put towards the construction of a 30,000 square feet MRO Hangar. The Governor did, however, veto the \$172,500 that was provided for the Treasure Coast International Airport Intermodal Logistics Design.



LEGISLATION

Of all the bills that were filed for the 2016 Legislative Session, only 279 of them passed out of both the House and Senate and sent to Governor Rick Scott. Broken down, 245 were general bills, while the remaining 34 were local bills, concurrent resolutions, and memorials.

Many pieces of legislation provided in the following subsections were also bills that were monitored by the Florida League of Cities.

TAX BILLS THAT PASSED

Legislation included in this subsection are bills that passed the Legislature and relate to economic development property tax exemptions, sales tax exemptions, tangible personal property tax exemptions, ad valorem taxation and assessments, and homestead tax exemptions.

Tax Reduction Plan - HB 7099 cut \$129 million in taxes, a recurring tax savings of \$79 million and \$50 million in one-time savings. Some key pieces provided in this legislation include the following:

- Clarifies that counties and municipalities may grant economic development property tax exemptions in areas which were previously designated as enterprise zones for projects that were preapproved before December 31, 2015;
- Exempts sales tax permanently for machinery and equipment used in manufacturing and provides exemptions for machinery and equipment used by metal recyclers or used in agricultural post-harvest activities, which is expected to save taxpayers \$73.1 million annually;
- Replaces the current tax calculation for determining the tax imposed on alcohol and tobacco sold on cruise ships with a simpler revenue-neutral calculation;
- Clarifies the definition of “wholesale sales price” for purposes of the tax on other tobacco products;
- Exempts state sales taxes from food and drink sold by veterans’ organizations to their members;
- Reduces the beverage tax rate imposed on pear cider to make it the same as the rate on pear cider.
- Eliminates a current aviation fuel tax exemption and reduces the aviation fuel tax rate from 6.9 cents per gallon to 4.27 cents per gallon, effective July 1, 2019;
- Makes a technical change to the documentary stamp tax statute to provide that certain doc stamp tax revenue is pledged and made first available to pay debt service on bonds authorized before July 1, 2017;
- Adopts the Internal Revenue Code as in effect on January 1, 2016, for purposes of corporate income tax, but decouples from certain federal bonus depreciation provisions;
- Makes changes to corporate income tax filing dates and estimated payment due dates to conform to changes made to the federal corporate tax;
- Allows purchasers of airplanes to retain an airplane in Florida while waiting for the airplane to be registered in a foreign country without having to pay sales tax;
- Provides a three-day “back-to-school” sales tax holiday from August 5th to 7th, 2016;
- Authorizes certain counties, currently Okaloosa, Bay, and Walton, to use 10% of the revenue from existing Tourist Development Taxes for expenses incurred in providing public safety services;
- Phases out, over three years, the indexed sales tax on asphalt used for government projects;
- For purposes of the local option economic development property tax exemption, allows the

exemption for replacement data center equipment and extends the length of the exemption from 10 to 20 years for such equipment; and

- For FY 2016-2017, \$330,356 in nonrecurring funds will be provided from the General Revenue Fund to the Department of Revenue to administer the sales tax holiday and the changes to the corporate return and estimated payment due dates.

This bill passed the House 105-9 and the Senate 35-4. If approved by the Governor, this legislation will take effect on July 1, 2016.

Renewable Energy Source Devices/Exemption from Certain Taxation and Assessment

HJR 193, sponsored by Representatives Ray Rodrigues and Lori Berman, is a proposed constitutional amendment that authorizes the Legislature to exempt the assessed value of a renewable energy source device from tangible personal property (TPP) taxes. It also prohibits a property appraiser from considering the installation of a renewable energy source device in determination of assessed value of real property for the purpose of ad valorem taxation. The joint resolution passed the House 114-0 and the Senate 39-0.

The proposed amendment requires 60 percent approval by voters. If approved by the voters, the tax break would go into effect on January 1, 2018 and expires on December 31, 20137.

Special Election

HB 195, sponsored by Rep. Ray Rodrigues, provides for a special election to be held August 30, 2016, in regards to HJR 193, a proposed constitutional amendment, that would allow for a tax exemption for solar or renewable energy source devices. The bill passed the House 108-0 and the Senate 33-6.

Subject to the Governor's veto powers, the bill is effective upon becoming a law.

Homestead Tax Exemption for Senior, Low-income, Long-term Residents

HJR 275, sponsored by Rep. Bryan Avila, proposes an amendment to the Florida Constitution to limit the just value determination, for purposes of the ad valorem exemption, to the value as determined in the first tax year that the owner applies for and is eligible for the exemption. The additional homestead exemption would only apply to low income (household income does not exceed \$20,000), age 65 or older, are long term (25 year) residents, and the value of the home doesn't exceed \$250,000. This proposed constitutional amendment provides that the \$250,000 limit applies only at the time the exemption is acquired. Therefore, the elderly homeowner would not lose the exemption. The joint resolution passed the House 113-0 and the Senate 39-0.

The proposed constitutional amendment requires 60 percent approval by the voters in the 2016 general election, and takes effect January 1, 2017, and operates retroactively to January 1, 2013, for any person who received the exemption prior to January 1, 2017.

County and Municipality Homestead Tax Exemption

HB 277, sponsored by Rep. Avila, implements HJR 275, which relates to county and municipality homestead tax exemption. If the bill becomes law, certain long-time residents could maintain property tax relief regardless of increases in the just value of the homestead property due to either changing market conditions or because of additions or improvements made to the property. Further, a resident that lost the exemption (because the just value of his or her property rose above \$250,000) may regain the exemption if he or she is otherwise qualified.

Subject to the Governor's veto powers and approval of HJR 275 in the 2016 general election, the bill will take effect on January 1, 2017, and operates retroactively to January 1, 2013, for any person who received the exemption prior to January 1, 2017.

Special Assessments on Agricultural Land

HB 773, sponsored by Rep. Ben Albritton, and **SB 1664**, sponsored by Sen. Kelli Stargel, prohibits counties and municipalities from levying or collecting a special assessment for the provision of fire protection on lands classified as agricultural under Florida's greenbelt law, unless the agricultural lands contain a residential dwelling, or a nonresidential farm building with a just value of over \$10,000. The bill excludes "agricultural pole barns," as they are defined as nonresidential farm buildings in which 70% or more of the perimeter walls are permanently open. HB 773 passed the House 114-0 and the Senate 37-0. If approved by the Governor, these provisions take effect November 1, 2017.

Exemption for Totally and Permanently Disabled First Responders

HJR 1009, sponsored by Rep. Larry Metz, is a proposed constitutional amendment to grant full or partial property tax exemption on homestead property to certain first responders. The exemption would only apply if the first responder is age 65 or older and totally, permanently disabled as a result of an injury or injuries sustained in the line of duty. The joint resolution passed the House 114-0 and the Senate 39-0.

The proposed amendment requires 60 percent approval by voters in the 2016 general election. If approved by the voters, the proposed amendment would take effect on January 1, 2017.

Ad Valorem Tax Exemption for Deployed Servicemembers

HB 7023, sponsored by Rep. Jay Trumbull, updates and adds 13 designated operations for which deployed servicemembers may qualify for an additional ad valorem homestead tax exemption. The bill passed the House 114-0 and the Senate 40-0 and was approved by the Governor on March 8, 2016 and became effective on the date. The law first applies to tax rolls for 2016.

TAX BILLS THAT DID NOT PASS

Legislation included in this subsection are bills that may or may not have been heard in committees and did not pass the Legislature. These bills relate to a proposed reduction in the communications services tax, special assessments for law enforcement services, a local option documentary stamp tax, millage rate reform, homestead tax exemption, and property tax assessments.

Tax on Communications Services

SB 256, sponsored by Sen. Dorothy Hukill, would have reduced the state portion of the communications services tax (CST) rates by 2%, which would have reduced the general state rate from 4.92% to 2.95% and the rate on direct-to-home satellite from 9.07% to 7.07%. This bill did not have a House companion and was never heard.

Special Assessment for Law Enforcement Services

SB 264, sponsored by Sen. Chris Smith, and **HB 789**, sponsored by Rep. Ray Pilon, would have authorized the governing body of a municipality to levy special assessments for law enforcement services if the municipality adopts an ordinance, conditioned to take effect only if approved by a majority vote of the electors of the municipality voting in a referendum. The municipality would have had to divide the costs of the special assessment among parcels of real property in proportion to the benefit each parcel receives, and levy the special assessment at a rate of no more than \$200 per parcel.

The municipality also could not adopt an ad valorem millage rate in the future that exceeds the rate set in the initial year of the assessment. HB 789 died in the State Affairs Committee and SB 264 died in the Finance & Tax Committee.

Local Government Finance

SB 660, sponsored by Sen. Alan Hays, and **HB 735**, sponsored by Rep. Fred Costello, would have authorized the use of existing impact fees to construct new capital facilities or to improve, alter, or replace existing capital facilities. The legislation also would have authorized a county or municipality to impose a local option documentary stamp tax in lieu of imposing an impact fee to finance capital improvements and facilities. SB 660 died in the Finance & Tax Committee and HB 735 was never heard.

Millage Rates

SB 1222, sponsored by Sen. Anitere Flores, would have changed the maximum millage rate that counties, municipalities, special districts, or municipal service taxing units may levy without requiring a supermajority or unanimous vote. This bill would base the rolled back rate on the amount of taxes actually levied in the prior year and adjusted for change in per capita Florida personal income, unless the change is negative. This would have eliminated the original flexibility provided for the local management of local resources. HB 1015 also contained these provisions but was amended in its last committee, Local and Federal Affairs, to remove the language and instead require taxing authorities to post their tentative and final budgets on their websites. SB 1222 died in the Appropriations Committee, its last committee of reference, and HB 1015 died on the calendar.

Homestead Tax Relief for Parents of Unmarried Veterans Who Died from Service-connected Causes

HJR 1391, sponsored by Rep. Irv Slosberg, and **SJR 1624**, sponsored by Sen. Joseph Abruzzo, proposed an amendment to the Florida Constitution to allow the parent or parents of an unmarried veteran who died from service-connected causes while on active duty as a member of the United State Armed Forces to receive ad valorem tax relief on a homestead property. SJR 1624 died in the Finance & Tax Committee and HJR 1391 was never heard.

Property Tax Assessments

HJR 7015, sponsored by Rep. Rodrigues, was known as the Save Our Homes “Recapture Bill,” as it was a proposed constitutional amendment to allow the Legislature to prohibit increases in the assessed value of homestead property and certain non-homestead property in any year where the market value of the property decreases. The provision would have prevented what is commonly referred to as “recapture” in any year where the market value of a property decreases. The proposed amendment would have also allowed the Legislature to add an additional limit to the rate of growth for assessed value. HJR 7015 passed the House 88-25 but died in messages in the Senate. Its Senate companion, SJR 1074, died in the Appropriations Committee, its last committee of reference.

TRANSPORTATION BILLS THAT PASSED

Legislation contained in this subsection are bills that passed the Legislature and relate to transportation. These bills consist of the cost to local governments to relocate utility lines with exceptions and two comprehensive transportation packages.

Relocation of Utilities

SB 416, sponsored by Sen. Flores, and **HB 461**, sponsored by Rep. Clay Ingram, requires the Department of Transportation or the local government, and not utilities, to bear the cost of relocating utility lines if the facilities are located within an existing and valid public utility easement granted by a recorded plat. This exception would still apply if ownership of the underlying land was acquired by the governmental entity requiring the relocation. Under this exception, the governmental entity would be required to pay the full cost of relocation, after deductions for any increase in value attributable to the new facility and any salvage value of the old facility.

The legislation narrows the authority of the FDOT and local governments to prescribe and enforce rules or regulations related to the placing and maintain of a utility to “across, on, or within the right-of-way limits” of any public road or publicly owned rail corridor, as opposed to “along, across, or on” any public road or publicly owned rail corridor.

HB 416 passed the House 109-4 and the Senate 34-4. The provisions included in this legislation were approved by the Governor on March 10, 2016.

Department of Transportation

HB 7027, sponsored by Rep. Pat Rooney, is the Florida Department of Transportation’s (FDOT) 2016 Legislative Package. Some highlights include:

- Creates the FDOT Financing Corporation, a nonprofit corporation, for the purpose of financing or refinancing projects in FDOT’s work program through one or more service contracts, under which the corporation is authorized to issue bonds and other forms of indebtedness secured by payments to the corporation by FDOT.
- Increases from \$15 million to \$25 million the minimum annual funding for Florida Seaport Transportation and Economic Development (FSTED) Program. FTSED funds are to be used on approved projects on a 50-50 matching basis.
- Authorizes an existing, federally approved business development program for highway projects within the FDOT, which is intended to assist small businesses, increase competition, and reduce costs.
- Requires metropolitan planning organizations and the FDOT statewide Strategic Intermodal System (SIS) Plan to include advances in technology, including autonomous vehicles, in their long range transportation plans.

HB 7027 passed the House 118-0 and the Senate 40-0. If approved by the Governor, these provisions take effect July 1, 2016.

Transportation

HB 7061, sponsored by Representatives David Santiago and Bob Cortes, includes a number of transportation-related provisions. Some highlights include:

- Increases from \$15 million to \$25 million the minimum annual funding for the Florida Seaport Transportation and Economic Development Program.
- Directs the Office of Economic and Demographic Research to determine the economic benefits of the state’s investment in the FDOT’s adopted work program, as specified; requires the FDOT to provide the office full access to all data necessary to complete the evaluation; and requires the office to submit the evaluation to the Senate President and House Speaker by January 1, 2017.
- Clarifies the FDOT’s authority with respect to noncompliant traffic and pedestrian control devices.
- Revises airport zoning regulations.

- Requires the FDOT, by June 30, 2018, to install roadside barriers to shield water bodies contiguous with state roads where a death due to drowning resulted from certain motor vehicle accidents during the period between July 1, 2006, and July 1, 2016.
- Requires local governments to consider information provided by the FDOT regarding the effect that approving or denying certain land use changes, regulations, or orders may have on the cost of construction aggregate materials in the local area, region, and state.
- Defines the term “commercial megacycle;” authorizes the governing body of a municipality or a county to allow the operation of a commercial megacycle on roads or streets within the respective jurisdictions if certain conditions are met; authorizes the FDOT to prohibit such operation on or across any road under its jurisdiction if it determines that prohibition is necessary in the interest of safety; excludes megacycle passengers from certain open-container provisions; and authorizes use of an auxiliary motor to move a megacycle from the roadway under emergency circumstances or while no passenger is on board.
- Expands the authority of a chartered municipal parking enforcement specialist to enforce state, county, and municipal parking laws and ordinances under specified circumstances.

HB 7061 passed the House 117-2 and the Senate 39-1. If approved by the Governor, these provisions take effect July 1, 2016.

TRANSPORTATION AND ECONOMIC DEVELOPMENT BILLS THAT DID NOT PASS

Legislation included in this subsection are bills that may or may not have been heard in committees and did not pass the Legislature. These bills relate to a proposed preemption of transportation network companies, an economic development package, and a repeal of red light cameras.

Transportation Network Companies (TNCs)

HB 509, sponsored by Rep. Matt Gaetz, and **SB 1118**, sponsored by Sen. David Simmons, would have created insurance requirements for Transportation Network Companies, such as Uber, Lyft, and SideCar. Transportation network companies use smartphone technology to connect individuals who want to purchase rides with private drivers. HB 509 included a third party background check and would have preempted all local governments with regulation requirements. SB 1118 only contained the insurance component of TNC’s and provided that drivers would be required to have \$125,000 in coverage for death and bodily injury per person, \$250,000 in coverage for death and bodily injury per incident and \$50,000 in coverage for property damage when logged on a TNC’s digital network or engaged in a prearranged ride. When not logged in, drivers would have to maintain \$25,000 in coverage for death and bodily injury per person, \$50,000 in coverage for death and bodily injury per incident and \$10,000 in coverage for property damage. Language was included in the Senate version that would also require notice be given to drivers that it is illegal to accept a ride not arranged through the TNC application and such rides would not be covered by insurance. HB 509 had much lower minimum insurance standards. HB 509 passed the House 108-10 but died in the Senate. SB 1118 passed all of its committees of reference but was never heard by the full Senate.



Economic Development

HB 1325, sponsored by Rep. Jim Boyd, and **SB 1646**, sponsored by Sen. Jack Latvala, would have restructured several of the state's economic incentive programs. The legislation would have changed the name of the "Quick Action Closing Fund" to the Florida Enterprise Fund and lowered the return-on-investment levels projects needed to meet to maintain eligibility for grants from the program. Many of the components of the bill were aimed at assisting small businesses, such as an exemption from impact fees for three years for a business of 12 employees or less. The legislation would have also made numerous changes to Florida law relating to sports development. SB 1646 included language that would have provided for a complete overhaul of the state's film industry. HB 1325 passed the House 79-39 but died in the Senate. SB 1646 died in the Appropriations Committee, its last committee of reference.

Traffic Infraction Detectors

HB 4027, sponsored by Rep. Frank Artiles, and **SB 168**, sponsored by Sen. Jeff Brandes, would have repealed current law that authorizes the use of red light cameras, which are currently used by law enforcement agencies to issue traffic citations to drivers who run red lights. HB 4027 passed the House 83-33 but died in the Senate. SB 168 died in the Appropriations Subcommittee on Transportation, Tourism and Economic Development.

AGRICULTURE AND NATURAL RESOURCES BILLS THAT PASSED

Legislation included in this subsection are bills that passed the Legislature and relate to agriculture and natural resources. These bills consist of prohibiting local governments from limiting agritourism activities, statewide water and natural resources policy, environmental law reform, solid waste management, implementation of Amendment 1 funding, and the acquiring, managing, and disposing of state lands.

Agritourism

HB 59, sponsored by Representatives Neil Combee and Jake Rayburn, and **SB 304**, sponsored by Sen. Kelli Stargel, prohibit local governments from enforcing local ordinances, regulations, rules or policies that prohibit, restrict, regulate or otherwise limit agritourism activities on land classified as agricultural land under Florida's greenbelt law. An "agritourism activity" is any agricultural related activity consistent with a bona fide farm or ranch or in a working forest that allows members of the general public, for recreational, entertainment, or educational purposes, to view or enjoy activities, including farming, ranching, historical, cultural, or harvest-your-own activities and attractions. Agritourism is one of the many methods farmers use to diversify and increase their income. The legislation expands the definition of agritourism activities to include civic activities, ceremonial events, trainings, exhibitions, and specific livestock operations, so that these types of activities and events could be held at farms without local regulation. HB 59 passed the House 113-0 and the Senate 35-0. The bill was approved by the Governor on March 8, 2016 and will become effective on July 1, 2016.

Environmental Resources

SB 552, sponsored by Sen. Charlie Dean, provides for a statewide policy to preserve and restore Florida's water and natural resources. The legislation updates and restructures the Northern Everglades and Estuaries Protection Program to reflect and build up the Department of Environmental Protection's (DEP) implementation of Basin Management Action Plans (BMAPs) for Lake Okeechobee, the Caloosahatchee River and Estuary, and the St. Lucie River and Estuary. SB 552 also directs the Office of Economic and Demographic Research to conduct an annual assessment of water resources and conservation lands. The bill requires the DEP to establish statewide standards

for the collection and analysis of water quantity and quality, and conduct a feasibility study for creating and maintaining a web-based, interactive map of the state's waterbodies that provides information on the status of each waterbody with respect to minimum flows and levels and nutrient impairment. It also creates the Florida Springs and Aquifer Protection Act to provide for the protection and restoration of Outstanding Florida Springs. SB 552 passed the House 110-2 and the Senate 37-0. These provisions were approved by the Governor on January 21, 2016 and take effect July 1, 2016.

Environmental Control

HB 589, sponsored by Rep. Cary Pigman, and **SB 1052**, sponsored by Sen. Alan Hays, make numerous changes to environmental laws. This legislation authorizes the use of land set-asides and certain land use modifications, not otherwise required by state law or permit, including water quality improvement projects, to be used to generate credits for water quality credit trading purposes. The language strengthens requirements for submitting electronic environmental self-certifications to the DEP or Water Management District, and makes changes to the state's phosphate mine regulations. These requirements will ensure that permit applications are submitted prior to the start of construction and that a proposed storm water system is designed and certified by a Florida registered professional. It also authorizes moderating provisions or requirements under state law, subject to any necessary approval by the U.S. Environmental Protection Agency. HB 589 passed the Senate 39-0 and the House 118-0. If approved by the Governor, these provisions take effect upon becoming law.

Solid Waste Management

SB 922, sponsored by Sen. Bill Montford, and **HB 987**, sponsored by Rep. Brad Drake, amend the Solid Waste Management Trust Fund and the solid waste management grant program. The legislation establishes a waste tire abatement program and provides for funding of the program. It also provides authority to the DEP to use funds from the Solid Waste Management Trust Fund to pay for or reimburse additional expenses needed for performing or completing the facility closure or long-term care when the amount available under an insurance policy or other financial assurance mechanism is not sufficient. SB 922 passed the Senate 38-0 and the House 117-0. If approved by the Governor, these provisions take effect July 1, 2016, except as otherwise provided in the bill.

Implementation of Water and Land Conservation Constitutional Amendment

HB 989, sponsored by Rep. Gayle Harrell, and **SB 1168**, sponsored by Sen. Joe Negron, create a dedicated funding source for Everglades Restoration projects, totaling \$255 million. The legislation, also known as "Legacy Florida," requires the lesser of 25% or \$200 million be allocated from



Amendment 1 dollars towards the Comprehensive Everglades Restoration Plan (CERP) as well as Lake Okeechobee projects and water quality projects. HB 989 also requires the lesser of 7.6% of the funds or \$50 million to be distributed for spring restoration, protection, and management projects, and \$5 million to be provided through the 2025-2026 fiscal year for projects dedicated to the restoration of Lake Apopka. HB 989 passed the House 113-1 and the Senate 40-0. If approved by the Governor, these provisions take effect July 1, 2016.

State Lands

HB 1075, sponsored by Rep. Matt Caldwell, addresses a number of issues relating to acquiring, managing, and disposing of state lands. This legislation will require counties

and cities to submit to the Department of Environmental Protection, by July 1, 2018, a list of all conservation lands owned by local government and lands on which the local government holds a permanent conservation easement. Financially disadvantaged small communities have until July 1, 2019, to submit the same information to the State. It requires the Department of Agriculture and Consumer Services to follow certain acquisition procedures when acquiring conservation easements through the Rural and Family Lands Program. The legislation also removes language that provides priority consideration to local governments when surplus lands. HB 1075 passed the House 106-10 and the Senate 40-0. If approved by the Governor, these provisions take effect July 1, 2016.

AGRICULTURE AND NATURAL RESOURCES BILLS THAT DID NOT PASS

Legislation included in this subsection are bills that may or may not have been heard in committees and did not pass the Legislature. These bills relate to a proposed preemption of regulation of high-pressure well stimulation” or “fracking,” and the regulation of local government competition with solid waste collection companies to include disposal and recycling.

Regulation of Oil and Gas Resources

SB 318, sponsored by Sen. Garrett Richter, and **HB 191**, sponsored by Rep. Ray Rodrigues, would have imposed a temporary moratorium on hydraulic fracturing, also known as “fracking,” permits until a study of Florida’s hydrology is completed to determine what potential impact the operations will have on the state’s geology and fragile water supply. The study would then have been used to require the Department of Environmental Protection by March 2018 to adopt rules for the regulation of high-pressure well stimulations, as well as rules relating to oil and gas well operations. The proposed rules would have had to acquire legislative approval. HB 191 passed the House 73-45 but died in the Senate. SB 318 died in the Appropriations Committee.

Waste Management

SB 1192, sponsored by Sen. Alan Hays, and **HB 1387**, sponsored by Rep. David Santiago, would have precluded a local government from preventing a private company from listing separately on the company’s invoice for solid waste collection, disposal, or recycling any governmental taxes or fees. It would have also amended provisions regulating local government competition with solid waste collection companies to include disposal and recycling. SB 1192 passed all of its committees of reference but was never heard by the full Senate. HB 1387 died in the Agriculture and Natural Resources Subcommittee.

CRIMINAL JUSTICE BILLS THAT PASSED

Legislation included in this subsection are bills that passed the Legislature and relate to criminal justice. These bills consist of the seizure of property by local law enforcement agencies, and the compliance of Florida’s death penalty law based upon a recent Supreme Court ruling.

Contraband Forfeiture

SB 1044, sponsored by Sen. Jeff Brandes, amends the Florida Contraband Forfeiture Act to specify that a seizure may occur only if the property owner is arrested for a criminal offense, with some exceptions. Seizure of property may also occur should the owner of the property not be identified after a diligent search, or the person in possession of the property denies ownership, and the owner of the property cannot be identified by available means at the time of seizure. SB 1044 passed the Senate 38-0 and the House 116-0. If approved by the Governor, these provisions take effect July 1, 2016.

Sentencing for Capital Penalties

HB 7101, sponsored by Representatives Carlos Trujillo and Ross Spano, makes changes to Florida's capital sentencing scheme. It puts Florida's death penalty laws in compliance with the U.S. Constitution following a Supreme Court ruling finding they previously gave judges too much discretion to order the death penalty. The Court ruled that "the Sixth Amendment requires a jury, not a judge, to find each fact necessary to impose a sentence of death." The judge is no longer permitted to "override" the jury's recommendation of a sentence of life imprisonment by imposing a sentence of death. HB 7101 passed the Senate 35-5 and the House 93-20. These provisions became law upon approval by the Governor on March 7, 2016.

GROWTH MANAGEMENT BILL THAT PASSED

Legislation contained in this subsection refer to the changes that were made to the state's growth management programs, including allowing county governing boards to publicly meet with municipalities and/or other counties to discuss land development matters.

Growth Management

HB 1361, sponsored by Rep. Mike La Rosa, and **SB 1190**, sponsored by Sen. Miguel Diaz de la Portilla, makes several changes to the state's growth management programs. The legislation states that a county governing board may hold joint public meetings with the governing body or bodies of one or more adjacent municipalities or counties to discuss matters regarding land development or other multi-jurisdictional issues at any appropriate public place within the jurisdiction of any participating municipality or county. It authorizes a local government to approve the exchange of one approved development Developments of Regional Impact (DRI) land use for another so long as there is no increase in impacts to public facilities. The bill authorizes reductions in height, density, or intensity in DRIs without losing vested rights. The bill decreases the minimum required acreage for application of a sector plan from 15,000 acres to 5,000 acres. The language clarifies that certain proposed developments which are currently consistent with the local government comprehensive plan are not required to be reviewed pursuant to the State Coordinated Review Process for comprehensive plan amendments. HB 1361 passed the House 113-0 and the Senate 34-2. If approved by the Governor, these provisions take effect July 1, 2016.

GROWTH MANAGEMENT BILL THAT DID NOT PASS

Legislation included in this subsection did not pass the Legislature and relates to growth management clarifications and the State Coordinated Review Process.

Growth Management

SB 7000, sponsored by Community Affairs; Sen. Wilton Simpson, would have clarified that certain proposed developments which are currently consistent with the local government comprehensive plan are not required to be reviewed pursuant to the State Coordinated Review Process for comprehensive plan amendments. SB 7000 passed the Senate 32-0 but died in Messages in the House.

HEALTH CARE BILL THAT PASSED

Legislation contained in this subsection relates to improving the



delivery of critically important services to those who have mental health and/or substance abuse issue(s). Similar legislation died at the end of the 2015 Legislative Session and once again became a priority issue for members of the Legislature this year to assist their constituents who struggle with mental health and/or substance abuse issues.

Mental Health and Substance Abuse

SB 12, sponsored by Sen. René Garcia, and **HB 7097**, sponsored by Rep. Gayle Harrell, address Florida's system for the delivery of behavioral health services. The legislation provides for mental health services for children, parents, and others seeking custody of children involved in dependency court proceedings. It identifies the components of a coordinated system of care to be provided to individuals with mental illness or substance use disorder. By December 31, 2016, the Agency for Health Care Administration (AHCA) and the Department of Children and Families (DCF) are directed to develop a plan to increase federal funding for behavioral health care. To more closely align the Baker Act (mental illness) and Marchman Act (substance abuse), the legislation modifies the legal procedures and timelines, as well as processes for assessment, evaluation, and provision of services. One of the duties and responsibilities of DCF is to determine the optimal array of services to meet the needs identified in the needs assessment and development strategies to divert people with mental illness or substance use disorder from the criminal justice system and collaborate with the Department of Juvenile Justice (DJJ) and the state court system to integrate behavioral health services with the child welfare system. SB 12 passed the Senate 38-0 and the House 118-1. If approved by the Governor, these provisions take effect July 1, 2016.

HEALTH CARE BILL THAT DID NOT PASS

Legislation included in this subsection did not pass the Legislature and relates to the issue of recovery residences/sober homes. This bill was filed in response to concerns relating to kickbacks or bribes, insurance fraud, and other unethical marketing practices between substance abuse treatment providers and recovery residences.

Ethical Marketing Practices for Substance Abuse Services

SB 1138, sponsored by Sen. Jeff Clemens, and **HB 823**, sponsored by Rep. Pat Rooney, would further address the recovery residence, also known as sober home, issue. SB 1138 would have prohibited unethical marketing practices by substance abuse treatment providers and operators of recovery residences, such as soliciting or receiving kickbacks or bribes to secure residents, promising free rent and other perks to potential residents, and using predatory marketing. Due to some concerns with the ethical marketing practices language in the House, HB 823 was amended substantially to create the Substance Abuse and Recovery Fraudulent Business Practices Pilot Program (Program) within the office of the State Attorney for the 15th Judicial Circuit (State Attorney). The State Attorney is responsible for the development and coordination of the Program. The State Attorney is also authorized to end the Program once the Program's tasks have been completed. Some of these tasks include: identifying the types of fraudulent business and unethical marketing practices engaged in by providers of substance abuse services and recovery residences; and collecting and organizing data on substance abuse treatment industry and recovery residences' unethical or fraudulent marketing and business



practices. Both SB 1138 and HB 823 died in their respective Appropriations Committees.

ELECTIONS BILL THAT DID NOT PASS

Legislation included in this subsection relates to a bill that would have created a preemption of establishing the dates of municipal elections.

Election Dates for Municipal Office

HB 7059, sponsored by Rep. Matt Caldwell, would have expressly preempted to the state the authority to establish the dates of elections of municipal officers and provided the exclusive method for establishing those dates. Specifically, it would have required municipal elections to be held on certain dates determined by supervisor of elections or on alternative fixed dates agreed to by all municipalities within the county. HB 7059 passed the House 70-47 but died in the Senate.

GENERAL GOVERNMENT BILLS

Legislation included in this section are other bills of interest that may or may not have passed the Legislature. Bills that passed include a uniform process for public entities to engage in public-private partnerships (P3s); public records and public meetings exemptions for unsolicited proposals for P3 projects; mandating special districts to publish specified information on their websites; changes to the building code; and permission for municipalities, counties, and nonprofit civic and charitable organizations to be issued up to 12 temporary alcoholic beverages permits per calendar year. The public records bill would have assisted with minimizing recent schemes for public records requests of public entities to achieve personal financial gain.

Public-Private Partnerships

SB 124, sponsored by Sen. Greg Evers, implements many of the recommendations of the statutorily created Partnership for Public Facilities and Infrastructure Act Guidelines Task Force to create a uniform process for public entities to engage in public-private partnerships (P3s). The bill clarifies that the P3 process must be construed as cumulative and supplemental, or alternative, to any other authority or power vested in the governing body of a county, municipality, special district, or municipal hospital or health care system. The legislation clarifies that local government authorities, including special districts and school districts, are authorized to conduct P3s. SB 124 passed the Senate 38-0 and the House 116-1. If approved by the Governor, these provisions take effect July 1, 2016.

Public Records and Public Meetings/Public-Private Partnerships

SB 126, sponsored by Senator Evers, creates an exemption from public record and public meeting requirements for unsolicited proposals for public-private partnership (P3) projects for public facilities and infrastructure. SB 126 passed the Senate 30-4 and the House 111-6. If approved by the Governor, these provisions take effect on the same date that SB 124 becomes law.

Special Districts

HB 479, sponsored by Representative Metz, requires a special district to publish additional information on its website, including a calendar of public meetings, and ensure other current budgetary information is maintained on its website for longer periods of time. The bill also reorganizes the oversight provisions of the uniform special district accountability act to increase clarity and avoid duplication. It clarifies the power of the Legislature to create dependent special districts. The bill revises the process for the Department of Economic Opportunity to declare a special district inactive and clarifies the power of the Legislature to dissolve inactive independent

special districts by general law. HB 479 passed the House 110-0 and the Senate 36-0. These provisions became law upon approval by the Governor on March 8, 2016.

Building Code

HB 535, sponsored by Rep. Dane Eagle, makes several adjustments to the training and experience required to take the certification examinations for building code inspector, plans examiner, and building code administrator. This legislation exempts employees of apartment communities with 100 or more units from contractor licensing requirements if making certain minor repairs to existing electric water heaters or existing electric heating, ventilation, and air conditioning (HVAC) systems, if they meet certain criteria. It also allows local boards created to address conflicts between the Florida Building Code and the Florida Fire Prevention Code to combine to create a single local board that must include at least one fire professional. As of July 1, 2017, the bill will require counties and local enforcement agencies to post each type of building permit application on its website and allow for the submittal of completed applications to the appropriate building department. HB 535 passed the Senate 38-0 and the House 116-0. If approved by the Governor, these provisions take effect October 1, 2016.

Alcoholic Beverages and Tobacco

SB 698, sponsored by Sen. Rob Bradley, revises alcoholic beverage and tobacco laws administered by the Division of Alcoholic Beverages and Tobacco within the Department of Business and Professional Regulation. The bill permits municipalities, counties, and nonprofit civic and charitable organizations to be issued no more than 12 temporary alcoholic beverages permits per calendar year. Current law only permits “civic organizations” to receive no more than three temporary alcoholic beverage permits per year. It also requires counties and municipalities to donate all net profits from sales of alcoholic beverages collected during the permit period to a nonprofit civic or charitable organization within 90 days of the event. A municipality or county may only be issued such a temporary permit if it has attempted to solicit a qualified nonprofit civic or charitable organization to conduct the sales, but has been unable to find such a qualifying organization in a reasonable and practical time frame. The legislation prohibits municipalities and counties from requiring any additional license or levying any tax for the privilege of selling alcoholic beverages. Notwithstanding other provisions of the Beverage Law, a nonprofit civic organization, charitable organization, municipality, or county licensed under this section may purchase alcoholic beverages from a distributor or vendor licensed under the Beverage Law. SB 698 passed the Senate 38-1 and the House 115-1. If approved by the Governor, these provisions take effect July 1, 2016, except where otherwise provided.

Public Records

SB 1220, sponsored by Sen. René Garcia, and **HB 1021**, sponsored by Rep. Greg Steube, would have given judges the discretion in determining whether to grant or deny enforcement costs, including attorney fees, in actions requiring agencies to disclose public records. A court would have had to assess and award the reasonable costs of enforcement, including reasonable attorney fees, against the responsible agency if it determined that the agency unlawfully refused to permit the public record to be inspected or copied, and the complainant provided written notice identifying the public record request to the agency’s custodian of public records at least 5 days before filing the civil action. A court would not have been able to assess and award any reasonable costs of enforcement, including reasonable attorney fees, against the agency if the court determined that the request to inspect or copy the public record was made primarily to harass the agency or cause a violation. SB 1220 passed the Senate 30-0 but died in Messages in the House. HB 1021 died in the State Affairs Committee.



CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 4G
Meeting Date: 3/28/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager *JB*

FROM: Daniel Holbrook, Assistant City Manager, Community Development *DH*

Agenda Item: Special presentation: 2016 Legislative Session update

Submittal Date: 3/22/2016

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

BACKGROUND: N/A

ANALYSIS: Presentation discussing the 2016 Legislative Session

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: N/A

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: 5 minutes

REQUESTED MEETING DATE: 3/28/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: 2016 Legislative Report DRAFT.

Jasmin Padova

From: Daniel Holbrook
Sent: Monday, March 21, 2016 5:41 PM
To: Jasmin Padova
Cc: Karen Phillips; MaryAnn Verillo; Sally Walsh
Subject: FW: Updated 2015 Legislative Session Report
Attachments: 2016 Legislative Report - DRAFT.docx

We would like this update to be provided to the City Council at next week's meeting under presentations. We need five minutes; please prepare a cover memo to that effect. FYI. The final report will be issued later this week but we can use this document as a draft. Thank you.

From: Rachael Ondrus [mailto:Rachael@mcnicholas.biz]
Sent: Monday, March 21, 2016 5:18 PM
To: Daniel Holbrook <DHolbrook@cityofpsl.com>
Cc: Ella Gilbert <EGilbert@cityofpsl.com>; Tom McNicholas <tom@mcnicholas.biz>
Subject: Updated 2015 Legislative Session Report

Daniel,

Per your request, I went into each subsection and created a brief summary that I hope you'll notice relates to areas that would/could affect a municipality. There are a couple pieces of legislation that were priority bills for the legislature and thought necessary to include for each commissioner to see how it may affect their constituents (i.e. Transportation Network Companies and Mental Health & Substance Abuse reform).

The report is now being placed into a creative format. Should you wish any bill or section to be removed, or if you would like to see any additions information, please let me know.

Thank you,

Rachael
850.322.7908

2016 LEGISLATIVE SESSION FINAL REPORT

Table of Contents

No table of contents entries found.

- I. Budget Issues**
 - Education
 1. Health & Human Services
 2. Criminal Justice & Corrections
 3. Agriculture & Natural Resources
 4. Transportation & Economic Development
- II. Legislation**
 1. Tax Related Bills That Passed
 - i. Tax Reduction Plan
 - ii. Renewable Energy Source Devices/Exemption from Certain Taxation and Assessment
 - iii. Special Election
 - iv. Homestead Tax Exemption for Senior, Low-Income, Long-Term Residents
 - v. County and Municipality Homestead Tax Exemption
 - vi. Special Assessments on Agricultural Land
 - vii. Exemption for Totally and Permanently Disabled First Responders
 - viii. Ad Valorem Tax Exemption for Deployed Servicemembers
 2. Tax Bills That Did Not Pass
 - i. Tax on Communications Services
 - ii. Special Assessment for Law Enforcement Services
 - iii. Local Government Finance
 - iv. Millage Rates
 - v. Homestead Tax Relief for Parents of Unmarried Veterans Who Died from Service-connected Causes
 - vi. Property Tax Assessments
 3. Transportation Bills That Passed
 - i. Relocation of Utilities
 - ii. Department of Transportation
 - iii. Transportation
 4. Transportation and Economic Development Bills That Did Not Pass
 - i. Transportation Network Companies
 - ii. Economic Development
 - iii. Traffic Infraction Detectors
 5. Agriculture and Natural Resources Bills That Passed
 - i. Agritourism
 - ii. Environmental Resources
 - iii. Environmental Control
 - iv. Solid Waste Management
 - v. Implementation of Water and Land Conservation Constitutional Amendment
 - vi. State Lands
 6. Agriculture and Natural Resources Bills That Did Not Pass
 - i. Regulation of Oil and Gas Resources
 - ii. Waste Management
 7. Criminal Justice Bills That Passed
 - i. Contraband Forfeiture
 - ii. Sentencing for Capital Penalties

8. Growth Management Bill That Passed
 - i. Growth Management
9. Growth Management Bill That Did Not Pass
 - i. Growth Management
10. Health Care Bill That Passed
 - i. Mental Health and Substance Abuse³
11. Health Care Bill That Did Not Pass
 - i. Ethical Marketing Practices for Substance Abuse Services
12. Elections Bill That Did Not Pass
 - i. Election Dates for Municipal Office
13. General Government Bills
 - i. Public-Private Partnerships
 - ii. Public Records and Public Meetings Exemption for Public-Private Partnerships
 - iii. Special Districts
 - iv. Building Code
 - v. Alcoholic Beverages and Tobacco
 - vi. Public Records

BUDGET ISSUES

2016 General Appropriations Act

Each year, the Florida Legislature meets in Tallahassee for a 60-day Legislative Session. During that time, they pass numerous pieces of legislation. There is only one bill they are constitutionally mandated to pass, a balanced budget. Areas within this section include the subsections found within the 2016-2017 Fiscal Year Budget.

HB 5001 by Rep. Richard Corcoran

After an extensive budget conference between the House and Senate, the Legislature agreed upon an \$82.3 billion balanced budget, a 5% increase from last fiscal year's 2015-2016 budget, with roughly \$129.1 million in tax relief measures and \$3 billion in reserves.

The budget is broken down as follows:

- General Revenue Funds: \$30.3 billion
- State Trust Funds: \$24.1 billion
- Federal Funds: \$28.0 billion

On March 15, 2016, the Governor vetoed approximately \$256.1 million in projects and trust fund sweeps.

EDUCATION

PreK-12

The PreK-12 Education budget totals \$14.5 billion, which is a 2.76% or \$388.2 million increase over the prior year's budget.

The Legislature moved to hold down required local effort (RLE) property taxes for schools in the budget and proposed to keep the same RLE millage rate as last year. Therefore, the state funding portion of the Florida Education Finance Program (FEFP) will absorb the total cost of the RLE, which is estimated at \$428 million. This represents an average school tax savings of \$54 per household.

The budget also increases per student funding by 1% for a total of \$7,178.49, which is a \$71.16 per student increase over last year's budget.

The Legislature appropriated \$110,000 for the Literacy Jump Start Program in St. Lucie County to provide at-risk, academically challenged pre-school children, who are residing within high risk federally subsidized housing, a chance at success.

Higher Education

The Higher Education budget totals \$7.3 billion, which is a 3.7% or \$261 million increase over the prior year's budget.

The State University System will receive \$4.7 billion, which is an increase of \$200.3 million from FY 2015-2016.

The Legislature funded numerous Public Education Capital Outlay (PECO) projects totaling \$693.5 million using a combination of dollars from the PECO Trust Fund, General Revenue, and bonding.

The Florida College System will receive \$1.2 billion, which is an increase of \$58 million from FY 2015-2016.

Indian River State College acquired \$36,864,804 from General Revenue for operating funds and approved baccalaureate programs and an additional \$11,454,744 from the Educational Enhancement Trust Fund.

HEALTH & HUMAN SERVICES

Health and Human Services funding took up the largest amount of the budget totaling \$34.3 billion, a significant increase over last year's \$32 billion appropriation.

The Ardie R. Copas Veterans Nursing Home will receive \$6,753,268 for the continued construction of the state's 120-bed veterans nursing home facility.

The Agency for Health Care Administration will receive \$26.6 billion. Most of its budget, \$25.7 billion, goes toward Medicaid services for individuals and long-term care. The Low Income Pool (LIP) Program was funded at \$607.8 million. This program was redesigned to meet new federal Centers for Medicare & Medicaid Services (CMS) standards. The new program pays hospitals based on their charity case cost only.

Florida KidCare, the state's health insurance program for children, is fully funded to serve approximately 193,772 children. An additional \$29 million will be used to cover children of lawfully residing immigrants who have been here less than five years.

The Agency for Persons with Disabilities will receive \$1.31 billion, which includes \$25 million to serve 1,350 "critical needs" clients on the APD Medicaid Waiver Waiting List.

The Department of Health will receive \$2.9 billion, with \$10 million going to the Florida Association of Free and Charitable Clinics.

The Department of Children and Families will acquire \$3 billion, which includes \$4.5 million for additional staff at the state mental health facilities. An increase in mental health and substance abuse funding was the focus of numerous legislators. Those initiatives will obtain \$65 million, including \$6.1 million to expand the Criminal Justice, Mental Health & Substance Abuse Matching Grant program throughout the state for an estimated total of 18 grants.

The Department of Elder Affairs will get \$311 million including more than \$10 million for the Program of All Inclusive Care for the Elderly (PACE) expansion.

The Governor vetoed close to \$15 million of health care related funding, including \$500,000 for Torrey Pines Molecular Institute.

CRIMINAL JUSTICE & CORRECTIONS

The Criminal Justice and Corrections budget totals \$4.97 billion, which is a 5.6% or \$208 million increase over the last fiscal year's budget.

The Department of Corrections will receive \$2.4 billion, which includes \$12.2 million for 215 correctional officers.

The Department of Juvenile Justice will acquire \$545.8 million, which will include \$2 million to improve the youth to staff ratio in non-secure residential commitment programs, and \$6.45 million for youth prevention and diversion programs.

The Florida Department of Law Enforcement will obtain \$293.3 million. This includes \$2.4 million for contractual services in the FDLE crime lab to reduce the sexual assault kit backlog.

The State Court System will get \$524 million and will include funding for the State Court Revenue Trust Fund shortfall.

The Justice Administration Commission will get \$889.7 million, which includes some the following:

- Guardian Ad Litem Staffing: \$2.5 million and 44 positions to provide representation for all out of home children in the dependency system and in home children under the age of 3.

- Clerk of Courts: \$24 million, including \$11.7 million to reimburse the clerks for jury costs.
- State Attorney and Public Defender Staffing: \$9 million, which equals 42 new full time employees for state attorneys and 56 new full time employees for public defenders.

AGRICULTURE & NATURAL RESOURCES

Funding for Agriculture and Natural Resources totaled \$3.9 billion, a 16.5% or \$555.7 million increase over last year's funding.

The Department of Agriculture and Consumer Services will receive \$1.7 billion, which includes \$35 million for the acquisition of agricultural lands through perpetual conservation easements and other perpetual less-than-fee techniques and will achieve the objectives of Florida Forever.

The Department of Citrus has a proposed budget of \$49.1 million, which includes \$7 million for citrus marketing and promotions.

The Department of Environmental Protection will acquire \$1.7 billion and includes funding for the following:

- Water Projects: \$81.8 million
- Everglades Restoration: \$203.8 million, with \$55.8 million of those funds to be used to implement the Northern Everglades & Estuaries Protection.
 - From the \$55.8 million, first consideration shall be given to projects that will efficiently and effectively provide relief from discharges to the St. Lucie and Caloosahatchee Rivers and estuaries. This is in response to the State of Emergency that was declared by Governor Rick Scott in Executive Order Number 16-59 issued on February 26, 2016 for Lee, Martin, and St. Lucie Counties.
- Florida Forever: \$60.2 million
- Additional Land Acquisition: \$30.3 million
- Indian River Lagoon Muck Dredging: \$21.5 million for muck dredging in the North and Central Indian River Lagoon and Banana River.
- Land Management: \$31.8 million for managing the use and development of land resources in state parks, greenways and trails, and coastal aquatic managed areas.
- Total Maximum Daily Loads (TMDL): \$8.8 million, which provides grant funds to local governments for storm water quality restoration projects.
- Beach Restoration: \$32.1 million
- Florida Recreation Development Assistance Program (FRDAP): \$10.4 million, which provides funds to local governments for park and trail projects.

The Fish and Wildlife Conservation Commission will receive \$379.6 million, which includes \$5.7 million to provide funds to local governments for various boating access and maintenance and repair projects. Also included is \$500,000 to be distributed to counties or local governments to cost-share the purchase of bear-resistant garbage containers.

TRANSPORTATION & ECONOMIC DEVELOPMENT

The Transportation and Economic Development budget totals \$12.5 billion, which is a \$200 million increase from FY 2015-2016.

The Department of Economic Opportunity will receive \$1.11 billion, which is \$14.4 million less than last year's budget. This decrease is due to economic development tool cuts such as the Quick Action Closing Fund, the Qualified Target Industry Tax Refund and the High-Impact Business Performance Grant. The DEO budget includes some of the following:

- City of Port St. Lucie – Extension of the Riverwalk Boardwalk: \$250,000 to provide funding for the design phase of this 2,000 feet extension along the North Fork of the St. Lucie River project.
- Enterprise Florida: \$23.5 million
- Visit Florida: \$76 million
- Low Income Energy Assistance Grant Program: \$16 million
- Community Development Block Grant Program: \$36.5 million
- Supplemental Nutrition & Assistance Program: \$12.6 million
- Florida Housing Finance Corporation: \$200.1 million to provide for affordable housing programs, which includes \$64.6 million for the State Apartment Incentive Loan Program (SAIL) and \$135.5 million for State Housing Initiatives Partnership (SHIP).

The Department of Highway Safety & Motor Vehicles will be provided \$467.3 million, which includes \$700,000 for cyber-security and threat monitoring.

The Department of Military Affairs will receive \$71.9 million, with \$2 million of those funds going towards security enhancements.

The Department of State will obtain \$137 million, with \$14.3 million of those funds going towards cultural and museum funding. Other items included in the DOS budget:

- Special Categories Grants: \$10.8 million to fund the acquisition and restoration of historic properties.
 - Peacock Home Relocation and Preservation: \$350,000 to move three historic structures that were once owned by the Peacock Family during the early 1900's. These structures are being relocated in Western Port St. Lucie to a 9.7-acre city owned parcel along the east shoreline of the North Fork of the St. Lucie River.
- Cultural Facilities Program: \$19.5 million
- Special Elections: \$500,000
- State Aid to Libraries: \$22.3 million
- Library Cooperatives: \$2 million

The Department of Transportation was provided with \$10.7 billion. Approximately \$9.8 billion of those funds will be used to fully fund FDOT's 5-Year Work Program. Projects included in the program are the Crosstown Parkway Extension, the widening of Port St. Lucie Boulevard, I-95/ St. Lucie West Boulevard interchange improvements, sidewalk construction, intersection improvements, bridge rehabilitation, and traffic signal operation and maintenance.

The Treasure Coast International Airport received \$2,527,500, which will be put towards the construction of a 30,000 square foot MRO Hangar. The Governor did, however, veto the \$172,500 that was provided for the Treasure Coast International Airport Intermodal Logistics Design.

LEGISLATION

Of all the bills that were filed for the 2016 Legislative Session, only 279 of them passed out of both the House and Senate and sent to Governor Rick Scott. Broken down, 245 were general bills, while the remaining 34 were local bills, concurrent resolutions, and memorials.

Many pieces of legislation provided in the following subsections were also bills that were monitored by the Florida League of Cities.

TAX BILLS THAT PASSED

Legislation included in this subsection are bills that passed the Legislature and relate to economic development property tax exemptions, sales tax exemptions, tangible personal property tax exemptions, ad valorem taxation and assessments, and homestead tax exemptions.

Tax Reduction Plan - HB 7099 cut \$129 million in taxes, a recurring tax savings of \$79 million and \$50 million in one-time savings. Some key pieces provided in this legislation include the following:

- Clarifies that counties and municipalities may grant economic development property tax exemptions in areas which were previously designated as enterprise zones for projects that were preapproved before December 31, 2015;
- Exempts sales tax permanently for machinery and equipment used in manufacturing and provides exemptions for machinery and equipment used by metal recyclers or used in agricultural post-harvest activities, which is expected to save taxpayers \$73.1 million annually;
- Replaces the current tax calculation for determining the tax imposed on alcohol and tobacco sold on cruise ships with a simpler revenue-neutral calculation;
- Clarifies the definition of “wholesale sales price” for purposes of the tax on other tobacco products;
- Exempts state sales taxes from food and drink sold by veterans' organizations to their members;
- Reduces the beverage tax rate imposed on pear cider to make it the same as the rate on pear cider.
- Eliminates a current aviation fuel tax exemption and reduces the aviation fuel tax rate from 6.9 cents per gallon to 4.27 cents per gallon, effective July 1, 2019;
- Makes a technical change to the documentary stamp tax statute to provide that certain doc stamp tax revenue is pledged and made first available to pay debt service on bonds authorized before July 1, 2017;
- Adopts the Internal Revenue Code as in effect on January 1, 2016, for purposes of corporate income tax, but decouples from certain federal bonus depreciation provisions;

- Makes changes to corporate income tax filing dates and estimated payment due dates to conform to changes made to the federal corporate tax;
- Allows purchasers of airplanes to retain an airplane in Florida while waiting for the airplane to be registered in a foreign country without having to pay sales tax;
- Provides a three-day “back-to-school” sales tax holiday from August 5th to 7th, 2016;
- Authorizes certain counties, currently Okaloosa, Bay, and Walton, to use 10% of the revenue from existing Tourist Development Taxes for expenses incurred in providing public safety services;
- Phases out, over three years, the indexed sales tax on asphalt used for government projects;
- For purposes of the local option economic development property tax exemption, allows the exemption for replacement data center equipment and extends the length of the exemption from 10 to 20 years for such equipment; and
- For FY 2016-2017, \$330,356 in nonrecurring funds will be provided from the General Revenue Fund to the Department of Revenue to administer the sales tax holiday and the changes to the corporate return and estimated payment due dates.

This bill passed the House 105-9 and the Senate 35-4. If approved by the Governor, this legislation will take effect on July 1, 2016.

Renewable Energy Source Devices/Exemption from Certain Taxation and Assessment

HJR 193, sponsored by Representatives Ray Rodrigues and Lori Berman, is a proposed constitutional amendment that authorizes the Legislature to exempt the assessed value of a renewable energy source device from tangible personal property (TPP) taxes. It also prohibits a property appraiser from considering the installation of a renewable energy source device in determination of assessed value of real property for the purpose of ad valorem taxation. The joint resolution passed the House 114-0 and the Senate 39-0.

The proposed amendment requires 60 percent approval by voters. If approved by the voters, the tax break would go into effect on January 1, 2018 and expires on December 31, 2017.

Special Election

HB 195, sponsored by Rep. Ray Rodrigues, provides for a special election to be held August 30, 2016, in regards to HJR 193, a proposed constitutional amendment, that would allow for a tax exemption for solar or renewable energy source devices. The bill passed the House 108-0 and the Senate 33-6.

Subject to the Governor’s veto powers, the bill is effective upon becoming a law.

Homestead Tax Exemption for Senior, Low-income, Long-term Residents

HJR 275, sponsored by Rep. Bryan Avila, proposes an amendment to the Florida Constitution to limit the just value determination, for purposes of the ad valorem exemption, to the value as determined in the first tax year that the owner applies for and is eligible for the exemption. The additional homestead exemption would only apply to low income (household income does not exceed \$20,000), age 65 or older, are long term (25 year) residents, and the value of the home doesn’t exceed \$250,000. This proposed constitutional amendment provides that the \$250,000

limit applies only at the time the exemption is acquired. Therefore, the elderly homeowner would not lose the exemption. The joint resolution passed the House 113-0 and the Senate 39-0.

The proposed constitutional amendment requires 60 percent approval by the voters in the 2016 general election, and takes effect January 1, 2017, and operates retroactively to January 1, 2013, for any person who received the exemption prior to January 1, 2017.

County and Municipality Homestead Tax Exemption

HB 277, sponsored by Rep. Avila, implements HJR 275, which relates to county and municipality homestead tax exemption. If the bill becomes law, certain long-time residents could maintain property tax relief regardless of increases in the just value of the homestead property due to either changing market conditions or because of additions or improvements made to the property. Further, a resident that lost the exemption (because the just value of his or her property rose above \$250,000) may regain the exemption if he or she is otherwise qualified.

Subject to the Governor's veto powers and approval of HJR 275 in the 2016 general election, the bill will take effect on January 1, 2017, and operates retroactively to January 1, 2013, for any person who received the exemption prior to January 1, 2017.

Special Assessments on Agricultural Land

HB 773, sponsored by Rep. Ben Albritton, and **SB 1664**, sponsored by Sen. Kelli Stargel, prohibits counties and municipalities from levying or collecting a special assessment for the provision of fire protection on lands classified as agricultural under Florida's greenbelt law, unless the agricultural lands contain a residential dwelling, or a nonresidential farm building with a just value of over \$10,000. The bill excludes "agricultural pole barns," as they are defined as nonresidential farm buildings in which 70% or more of the perimeter walls are permanently open. HB 773 passed the House 114-0 and the Senate 37-0. If approved by the Governor, these provisions take effect November 1, 2017.

Exemption for Totally and Permanently Disabled First Responders

HJR 1009, sponsored by Rep. Larry Metz, is a proposed constitutional amendment to grant full or partial property tax exemption on homestead property to certain first responders. The exemption would only apply if the first responder is age 65 or older and totally, permanently disabled as a result of an injury or injuries sustained in the line of duty. The joint resolution passed the House 114-0 and the Senate 39-0.

The proposed amendment requires 60 percent approval by voters in the 2016 general election. If approved by the voters, the proposed amendment would take effect on January 1, 2017.

Ad Valorem Tax Exemption for Deployed Servicemembers

HB 7023, sponsored by Rep. Jay Trumbull, updates and adds 13 designated operations for which deployed servicemembers may qualify for an additional ad valorem homestead tax exemption. The bill passed the House 114-0 and the Senate 40-0 and was approved by the Governor on March 8, 2016 and became effective on the date. The law first applies to tax rolls for 2016.

TAX BILLS THAT DID NOT PASS

Legislation included in this subsection are bills that may or may not have been heard in committees and did not pass the Legislature. These bills relate to a proposed reduction in the communications services tax, special assessments for law enforcement services, a local option documentary stamp tax, millage rate reform, homestead tax exemption, and property tax assessments.

Tax on Communications Services

SB 256, sponsored by Sen. Dorothy Hukill, would have reduced the state portion of the communications services tax (CST) rates by 2%, which would have reduced the general state rate from 4.92% to 2.95% and the rate on direct-to-home satellite from 9.07% to 7.07%. This bill did not have a House companion and was never heard.

Special Assessment for Law Enforcement Services

SB 264, sponsored by Sen. Chris Smith, and **HB 789**, sponsored by Rep. Ray Pilon, would have authorized the governing body of a municipality to levy special assessments for law enforcement services if the municipality adopts an ordinance, conditioned to take effect only if approved by a majority vote of the electors of the municipality voting in a referendum. The municipality would have had to divide the costs of the special assessment among parcels of real property in proportion to the benefit each parcel receives, and levy the special assessment at a rate of no more than \$200 per parcel. The municipality also could not adopt an ad valorem millage rate in the future that exceeds the rate set in the initial year of the assessment. **HB 789** died in the State Affairs Committee and **SB 264** died in the Finance & Tax Committee.

Local Government Finance

SB 660, sponsored by Sen. Alan Hays, and **HB 735**, sponsored by Rep. Fred Costello, would have authorized the use of existing impact fees to construct new capital facilities or to improve, alter, or replace existing capital facilities. The legislation also would have authorized a county or municipality to impose a local option documentary stamp tax in lieu of imposing an impact fee to finance capital improvements and facilities. **SB 660** died in the Finance & Tax Committee and **HB 735** was never heard.

Millage Rates

SB 1222, sponsored by Sen. Anitere Flores, would have changed the maximum millage rate that counties, municipalities, special districts, or municipal service taxing units may levy without requiring a supermajority or unanimous vote. This bill would base the rolled back rate on the amount of taxes actually levied in the prior year and adjusted for change in per capita Florida personal income, unless the change is negative. This would have eliminated the original flexibility provided for the local management of local resources. **HB 1015** also contained these provisions but was amended in its last committee, Local and Federal Affairs, to remove the language and instead require taxing authorities to post their tentative and final budgets on their websites. **SB 1222** died in the Appropriations Committee, its last committee of reference, and **HB 1015** died on the calendar.

Homestead Tax Relief for Parents of Unmarried Veterans Who Died from Service-connected Causes

HJR 1391, sponsored by Rep. Irv Slosberg, and **SJR 1624**, sponsored by Sen. Joseph Abruzzo, proposed an amendment to the Florida Constitution to allow the parent or parents of an

unmarried veteran who died from service-connected causes while on active duty as a member of the United State Armed Forces to receive ad valorem tax relief on a homestead property. SJR 1624 died in the Finance & Tax Committee and HJR 1391 was never heard.

Property Tax Assessments

HJR 7015, sponsored by Rep. Rodrigues, was known as the Save Our Homes “Recapture Bill,” as it was a proposed constitutional amendment to allow the Legislature to prohibit increases in the assessed value of homestead property and certain non-homestead property in any year where the market value of the property decreases. The provision would have prevented what is commonly referred to as “recapture” in any year where the market value of a property decreases. The proposed amendment would have also allowed the Legislature to add an additional limit to the rate of growth for assessed value. HJR 7015 passed the House 88-25 but died in messages in the Senate. Its Senate companion, **SJR 1074**, died in the Appropriations Committee, its last committee of reference.

TRANSPORTATION BILLS THAT PASSED

Legislation contained in this subsection are bills that passed the Legislature and relate to transportation. These bills consist of the cost to local governments to relocate utility lines with exceptions and two comprehensive transportation packages.

Relocation of Utilities

HB 416, sponsored by Sen. Flores, and **HB 461**, sponsored by Rep. Clay Ingram, requires the Department of Transportation or the local government, and not utilities, to bear the cost of relocating utility lines if the facilities are located within an existing and valid public utility easement granted by a recorded plat. This exception would still apply if ownership of the underlying land was acquired by the governmental entity requiring the relocation. Under this exception, the governmental entity would be required to pay the full cost of relocation, after deductions for any increase in value attributable to the new facility and any salvage value of the old facility.

The legislation narrows the authority of the FDOT and local governments to prescribe and enforce rules or regulations related to the placing and maintain of a utility to “across, on, or within the right-of-way limits” of any public road or publicly owned rail corridor, as opposed to “along, across, or on” any public road or publicly owned rail corridor. HB 416 passed the House 109-4 and the Senate 34-4. The provisions included in this legislation were approved by the Governor on March 10, 2016.

Department of Transportation

HB 7027, sponsored by Rep. Pat Rooney, is the Florida Department of Transportation’s (FDOT) 2016 Legislative Package. Some highlights include:

- Creates the FDOT Financing Corporation, a nonprofit corporation, for the purpose of financing or refinancing projects in FDOT’s work program through one or more service contracts, under which the corporation is authorized to issue bonds and other forms of indebtedness secured by payments to the corporation by FDOT.

- Increases from \$15 million to \$25 million the minimum annual funding for Florida Seaport Transportation and Economic Development (FSTED) Program. FTSED funds are to be used on approved projects on a 50-50 matching basis.
- Authorizes an existing, federally approved business development program for highway projects within the FDOT, which is intended to assist small businesses, increase competition, and reduce costs.
- Requires metropolitan planning organizations and the FDOT statewide Strategic Intermodal System (SIS) Plan to include advances in technology, including autonomous vehicles, in their long range transportation plans.

HB 7027 passed the House 118-0 and the Senate 40-0. If approved by the Governor, these provisions take effect July 1, 2016.

Transportation

HB 7061, sponsored by Representatives David Santiago and Bob Cortes, includes a number of transportation-related provisions. Some highlights include:

- Increases from \$15 million to \$25 million the minimum annual funding for the Florida Seaport Transportation and Economic Development Program.
- Directs the Office of Economic and Demographic Research to determine the economic benefits of the state's investment in the FDOT's adopted work program, as specified; requires the FDOT to provide the office full access to all data necessary to complete the evaluation; and requires the office to submit the evaluation to the Senate President and House Speaker by January 1, 2017.
- Clarifies the FDOT's authority with respect to noncompliant traffic and pedestrian control devices.
- Revises airport zoning regulations.
- Requires the FDOT, by June 30, 2018, to install roadside barriers to shield water bodies contiguous with state roads where a death due to drowning resulted from certain motor vehicle accidents during the period between July 1, 2006, and July 1, 2016.
- Requires local governments to consider information provided by the FDOT regarding the effect that approving or denying certain land use changes, regulations, or orders may have on the cost of construction aggregate materials in the local area, region, and state.
- Defines the term "commercial megacycle;" authorizes the governing body of a municipality or a county to allow the operation of a commercial megacycle on roads or streets within the respective jurisdictions if certain conditions are met; authorizes the FDOT to prohibit such operation on or across any road under its jurisdiction if it determines that prohibition is necessary in the interest of safety; excludes megacycle passengers from certain open-container provisions; and authorizes use of an auxiliary motor to move a megacycle from the roadway under emergency circumstances or while no passenger is on board.
- Expands the authority of a chartered municipal parking enforcement specialist to enforce state, county, and municipal parking laws and ordinances under specified circumstances.

HB 7061 passed the House 117-2 and the Senate 39-1. If approved by the Governor, these provisions take effect July 1, 2016.

TRANSPORTATION AND ECONOMIC DEVELOPMENT BILLS THAT DID NOT PASS

Legislation included in this subsection are bills that may or may not have been heard in committees and did not pass the Legislature. These bills relate to a proposed preemption of transportation network companies, an economic development package, and a repeal of red light cameras.

Transportation Network Companies (TNCs)

HB 509, sponsored by Rep. Matt Gaetz, and **SB 1118**, sponsored by Sen. David Simmons, would have created insurance requirements for Transportation Network Companies, such as Uber, Lyft, and SideCar. Transportation network companies use smartphone technology to connect individuals who want to purchase rides with private drivers. HB 509 included a third party background check and would have preempted all local governments with regulation requirements. SB 1118 only contained the insurance component of TNC's and provided that drivers would be required to have \$125,000 in coverage for death and bodily injury per person, \$250,000 in coverage for death and bodily injury per incident and \$50,000 in coverage for property damage when logged on a TNC's digital network or engaged in a prearranged ride. When not logged in, drivers would have to maintain \$25,000 in coverage for death and bodily injury per person, \$50,000 in coverage for death and bodily injury per incident and \$10,000 in coverage for property damage. Language was included in the Senate version that would also require notice be given to drivers that it is illegal to accept a ride not arranged through the TNC application and such rides would not be covered by insurance. HB 509 had much lower minimum insurance standards. HB 509 passed the House 108-10 but died in the Senate. SB 1118 passed all of its committees of reference but was never heard by the full Senate.

Economic Development

HB 1325, sponsored by Rep. Jim Boyd, and **SB 1646**, sponsored by Sen. Jack Latvala, would have restructured several of the state's economic incentive programs. The legislation would have changed the name of the "Quick Action Closing Fund" to the Florida Enterprise Fund and lowered the return-on-investment levels projects needed to meet to maintain eligibility for grants from the program. Many of the components of the bill were aimed at assisting small businesses, such as an exemption from impact fees for three years for a business of 12 employees or less. The legislation would have also made numerous changes to Florida law relating to sports development. SB 1646 included language that would have provided for a complete overhaul of the state's film industry. HB 1325 passed the House 79-39 but died in the Senate. SB 1646 died in the Appropriations Committee, its last committee of reference.

Traffic Infraction Detectors

HB 4027, sponsored by Rep. Frank Artiles, and **SB 168**, sponsored by Sen. Jeff Brandes, would have repealed current law that authorizes the use of red light cameras, which are currently used by law enforcement agencies to issue traffic citations to drivers who run red lights. HB 4027 passed the House 83-33 but died in the Senate. SB 168 died in the Appropriations Subcommittee on Transportation, Tourism and Economic Development.

AGRICULTURE AND NATURAL RESOURCES BILLS THAT PASSED

Legislation included in this subsection are bills that passed the Legislature and relate to agriculture and natural resources. These bills consist of prohibiting local governments from limiting agritourism activities, statewide water and natural resources policy, environmental law reform, solid waste management, implementation of Amendment 1 funding, and the acquiring, managing, and disposing of state lands.

Agritourism

HB 59, sponsored by Representatives Neil Combee and Jake Rayburn, and **SB 304**, sponsored by Sen. Kelli Stargel, prohibit local governments from enforcing local ordinances, regulations, rules or policies that prohibit, restrict, regulate or otherwise limit agritourism activities on land classified as agricultural land under Florida's greenbelt law. An "agritourism activity" is any agricultural related activity consistent with a bona fide farm or ranch or in a working forest that allows members of the general public, for recreational, entertainment, or educational purposes, to view or enjoy activities, including farming, ranching, historical, cultural, or harvest-your-own activities and attractions. Agritourism is one of the many methods farmers use to diversify and increase their income. The legislation expands the definition of agritourism activities to include civic activities, ceremonial events, trainings, exhibitions, and specific livestock operations, so that these types of activities and events could be held at farms without local regulation. HB 59 passed the House 113-0 and the Senate 35-0. The bill was approved by the Governor on March 8, 2016 and will become effective on July 1, 2016.

Environmental Resources

SB 552, sponsored by Sen. Charlie Dean, provides for a statewide policy to preserve and restore Florida's water and natural resources. The legislation updates and restructures the Northern Everglades and Estuaries Protection Program to reflect and build up the Department of Environmental Protection's (DEP) implementation of Basin Management Action Plans (BMAPs) for Lake Okeechobee, the Caloosahatchee River and Estuary, and the St. Lucie River and Estuary. SB 552 also directs the Office of Economic and Demographic Research to conduct an annual assessment of water resources and conservation lands. The bill requires the DEP to establish statewide standards for the collection and analysis of water quantity and quality, and conduct a feasibility study for creating and maintaining a web-based, interactive map of the state's waterbodies that provides information on the status of each waterbody with respect to minimum flows and levels and nutrient impairment. It also creates the Florida Springs and Aquifer Protection Act to provide for the protection and restoration of Outstanding Florida Springs. SB 552 passed the House 110-2 and the Senate 37-0. These provisions were approved by the Governor on January 21, 2016 and take effect July 1, 2016.

Environmental Control

HB 589, sponsored by Rep. Cary Pigman, and **SB 1052**, sponsored by Sen. Alan Hays, make numerous changes to environmental laws. This legislation authorizes the use of land set-asides and certain land use modifications, not otherwise required by state law or permit, including water quality improvement projects, to be used to generate credits for water quality credit trading purposes. The language strengthens requirements for submitting electronic environmental self-certifications to the DEP or Water Management District, and makes changes to the state's phosphate mine regulations. These requirements will ensure that permit applications are submitted prior to the start of construction and that a proposed storm water system is designed and certified by a Florida registered professional. It also authorizes moderating provisions or

requirements under state law, subject to any necessary approval by the U.S. Environmental Protection Agency. HB 589 passed the Senate 39-0 and the House 118-0. If approved by the Governor, these provisions take effect upon becoming law.

Solid Waste Management

SB 922, sponsored by Sen. Bill Montford, and **HB 987**, sponsored by Rep. Brad Drake, amend the Solid Waste Management Trust Fund and the solid waste management grant program. The legislation establishes a waste tire abatement program and provides for funding of the program. It also provides authority to the DEP to use funds from the Solid Waste Management Trust Fund to pay for or reimburse additional expenses needed for performing or completing the facility closure or long-term care when the amount available under an insurance policy or other financial assurance mechanism is not sufficient. SB 922 passed the Senate 38-0 and the House 117-0. If approved by the Governor, these provisions take effect July 1, 2016, except as otherwise provided in the bill.

Implementation of Water and Land Conservation Constitutional Amendment

HB 989, sponsored by Rep. Gayle Harrell, and **SB 1168**, sponsored by Sen. Joe Negron, create a dedicated funding source for Everglades Restoration projects, totaling \$255 million. The legislation, also known as “Legacy Florida,” requires the lesser of 25% or \$200 million be allocated from Amendment 1 dollars towards the Comprehensive Everglades Restoration Plan (CERP) as well as Lake Okeechobee projects and water quality projects. HB 989 also requires the lesser of 7.6% of the funds or \$50 million to be distributed for spring restoration, protection, and management projects, and \$5 million to be provided through the 2025-2026 fiscal year for projects dedicated to the restoration of Lake Apopka. HB 989 passed the House 113-1 and the Senate 40-0. If approved by the Governor, these provisions take effect July 1, 2016.

State Lands

HB 1075, sponsored by Rep. Matt Caldwell, addresses a number of issues relating to acquiring, managing, and disposing of state lands. This legislation will require counties and cities to submit to the Department of Environmental Protection, by July 1, 2018, a list of all conservation lands owned by local government and lands on which the local government holds a permanent conservation easement. Financially disadvantaged small communities have until July 1, 2019, to submit the same information to the State. It requires the Department of Agriculture and Consumer Services to follow certain acquisition procedures when acquiring conservation easements through the Rural and Family Lands Program. The legislation also removes language that provides priority consideration to local governments when surplus lands. HB 1075 passed the House 106-10 and the Senate 40-0. If approved by the Governor, these provisions take effect July 1, 2016.

AGRICULTURE AND NATURAL RESOURCES BILLS THAT DID NOT PASS

Legislation included in this subsection are bills that may or may not have been heard in committees and did not pass the Legislature. These bills relate to a proposed preemption of regulation of high-pressure well stimulation” or “fracking,” and the regulation of local government competition with solid waste collection companies to include disposal and recycling.

Regulation of Oil and Gas Resources

SB 318, sponsored by Sen. Garrett Richter, and **HB 191**, sponsored by Rep. Ray Rodrigues, would have imposed a temporary moratorium on hydraulic fracturing, also known as “fracking,” permits until a study of Florida's hydrology is completed to determine what potential impact the operations will have on the state’s geology and fragile water supply. The study would then have been used to require the Department of Environmental Protection by March 2018 to adopt rules for the regulation of high-pressure well stimulations, as well as rules relating to oil and gas well operations. The proposed rules would have had to acquire legislative approval. HB 191 passed the House 73-45 but died in the Senate. SB 318 died in the Appropriations Committee.

Waste Management

SB 1192, sponsored by Sen. Alan Hays, and **HB 1387**, sponsored by Rep. David Santiago, would have precluded a local government from preventing a private company from listing separately on the company’s invoice for solid waste collection, disposal, or recycling any governmental taxes or fees. It would have also amended provisions regulating local government competition with solid waste collection companies to include disposal and recycling. SB 1192 passed all of its committees of reference but was never heard by the full Senate. HB 1387 died in the Agriculture and Natural Resources Subcommittee.

CRIMINAL JUSTICE BILLS THAT PASSED

Legislation included in this subsection are bills that passed the Legislature and relate to criminal justice. These bills consist of the seizure of property by local law enforcement agencies, and the compliance of Florida’s death penalty law based upon a recent Supreme Court ruling.

Contraband Forfeiture

SB 1044, sponsored by Sen. Jeff Brandes, amends the Florida Contraband Forfeiture Act to specify that a seizure may occur only if the property owner is arrested for a criminal offense, with some exceptions. Seizure of property may also occur should the owner of the property not be identified after a diligent search, or the person in possession of the property denies ownership, and the owner of the property cannot be identified by available means at the time of seizure. SB 1044 passed the Senate 38-0 and the House 116-0. If approved by the Governor, these provisions take effect July 1, 2016.

Sentencing for Capital Penalties

HB 7101, sponsored by Representatives Carlos Trujillo and Ross Spano, makes changes to Florida’s capital sentencing scheme. It puts Florida’s death penalty laws in compliance with the U.S. Constitution following a Supreme Court ruling finding they previously gave judges too much discretion to order the death penalty. The Court ruled that “the Sixth Amendment requires a jury, not a judge, to find each fact necessary to impose a sentence of death.” The judge is no longer permitted to “override” the jury’s recommendation of a sentence of life imprisonment by imposing a sentence of death. HB 7101 passed the Senate 35-5 and the House 93-20. These provisions became law upon approval by the Governor on March 7, 2016.

GROWTH MANAGEMENT BILL THAT PASSED

Legislation contained in this subsection refer to the changes that were made to the state's growth management programs, including allowing county governing boards to publicly meet with municipalities and/or other counties to discuss land development matters.

Growth Management

HB 1361, sponsored by Rep. Mike La Rosa, and **SB 1190**, sponsored by Sen. Miguel Diaz de la Portilla, makes several changes to the state's growth management programs. The legislation states that a county governing board may hold joint public meetings with the governing body or bodies of one or more adjacent municipalities or counties to discuss matters regarding land development or other multi-jurisdictional issues at any appropriate public place within the jurisdiction of any participating municipality or county. It authorizes a local government to approve the exchange of one approved development Developments of Regional Impact (DRI) land use for another so long as there is no increase in impacts to public facilities. The bill authorizes reductions in height, density, or intensity in DRIs without losing vested rights. The bill decreases the minimum required acreage for application of a sector plan from 15,000 acres to 5,000 acres. The language clarifies that certain proposed developments which are currently consistent with the local government comprehensive plan are not required to be reviewed pursuant to the State Coordinated Review Process for comprehensive plan amendments. HB 1361 passed the House 113-0 and the Senate 34-2. If approved by the Governor, these provisions take effect July 1, 2016.

GROWTH MANAGEMENT BILL THAT DID NOT PASS

Legislation included in this subsection did not pass the Legislature and relates to growth management clarifications and the State Coordinated Review Process.

Growth Management

SB 7000, sponsored by Community Affairs; Sen. Wilton Simpson, would have clarified that certain proposed developments which are currently consistent with the local government comprehensive plan are not required to be reviewed pursuant to the State Coordinated Review Process for comprehensive plan amendments. SB 7000 passed the Senate 32-0 but died in Messages in the House.

HEALTH CARE BILL THAT PASSED

Legislation contained in this subsection relates to improving the delivery of critically important services to those who have mental health and/or substance abuse issue(s). Similar legislation died at the end of the 2015 Legislative Session and once again became a priority issue for members of the Legislature this year to assist their constituents who struggle with mental health and/or substance abuse issues.

Mental Health and Substance Abuse

SB 12, sponsored by Sen. René Garcia, and **HB 7097**, sponsored by Rep. Gayle Harrell, address Florida's system for the delivery of behavioral health services. The legislation provides for mental health services for children, parents, and others seeking custody of children involved in dependency court proceedings. It identifies the components of a coordinated system of care to be provided to individuals with mental illness or substance use disorder. By December 31, 2016, the

Agency for Health Care Administration (AHCA) and the Department of Children and Families (DCF) are directed to develop a plan to increase federal funding for behavioral health care. To more closely align the Baker Act (mental illness) and Marchman Act (substance abuse), the legislation modifies the legal procedures and timelines, as well as processes for assessment, evaluation, and provision of services. One of the duties and responsibilities of DCF is to determine the optimal array of services to meet the needs identified in the needs assessment and development strategies to divert people with mental illness or substance use disorder from the criminal justice system and collaborate with the Department of Juvenile Justice (DJJ) and the state court system to integrate behavioral health services with the child welfare system. SB 12 passed the Senate 38-0 and the House 118-1. If approved by the Governor, these provisions take effect July 1, 2016.

HEALTH CARE BILL THAT DID NOT PASS

Legislation included in this subsection did not pass the Legislature and relates to the issue of recovery residences/sober homes. This bill was filed in response to concerns relating to kickbacks or bribes, insurance fraud, and other unethical marketing practices between substance abuse treatment providers and recovery residences.

Ethical Marketing Practices for Substance Abuse Services

SB 1138, sponsored by Sen. Jeff Clemens, and **HB 823**, sponsored by Rep. Pat Rooney, would further address the recovery residence, also known as sober home, issue. SB 1138 would have prohibited unethical marketing practices by substance abuse treatment providers and operators of recovery residences, such as soliciting or receiving kickbacks or bribes to secure residents, promising free rent and other perks to potential residents, and using predatory marketing. Due to some concerns with the ethical marketing practices language in the House, HB 823 was amended substantially to create the Substance Abuse and Recovery Fraudulent Business Practices Pilot Program (Program) within the office of the State Attorney for the 15th Judicial Circuit (State Attorney). The State Attorney is responsible for the development and coordination of the Program. The State Attorney is also authorized to end the Program once the Program's tasks have been completed. Some of these tasks include: identifying the types of fraudulent business and unethical marketing practices engaged in by providers of substance abuse services and recovery residences; and collecting and organizing data on substance abuse treatment industry and recovery residences' unethical or fraudulent marketing and business practices. Both SB 1138 and HB 823 died in their respective Appropriations Committees.

ELECTIONS BILL THAT DID NOT PASS

Legislation included in this subsection relates to a bill that would have created a preemption of establishing the dates of municipal elections.

Election Dates for Municipal Office

HB 7059, sponsored by Rep. Matt Caldwell, would have expressly preempted to the state the authority to establish the dates of elections of municipal officers and provided the exclusive method for establishing those dates. Specifically, it would have required municipal elections to be held on certain dates determined by supervisor of elections or on alternative fixed dates

agreed to by all municipalities within the county. HB 7059 passed the House 70-47 but died in the Senate.

GENERAL GOVERNMENT

Legislation included in this section are other bills of interest that may or may not have passed the Legislature. Bills that passed include a uniform process for public entities to engage in public-private partnerships (P3s); public records and public meetings exemptions for unsolicited proposals for P3 projects; mandating special districts to publish specified information on their websites; changes to the building code; and permission for municipalities, counties, and nonprofit civic and charitable organizations to be issued up to 12 temporary alcoholic beverages permits per calendar year. The public records bill would have assisted with minimizing recent schemes for public records requests of public entities to achieve personal financial gain.

Public-Private Partnerships

SB 124, sponsored by Sen. Greg Evers, implements many of the recommendations of the statutorily created Partnership for Public Facilities and Infrastructure Act Guidelines Task Force to create a uniform process for public entities to engage in public-private partnerships (P3s). The bill clarifies that the P3 process must be construed as cumulative and supplemental, or alternative, to any other authority or power vested in the governing body of a county, municipality, special district, or municipal hospital or health care system. The legislation clarifies that local government authorities, including special districts and school districts, are authorized to conduct P3s. SB 124 passed the Senate 38-0 and the House 116-1. If approved by the Governor, these provisions take effect July 1, 2016.

Public Records and Public Meetings/Public-Private Partnerships

SB 126, sponsored by Senator Evers, creates an exemption from public record and public meeting requirements for unsolicited proposals for public-private partnership (P3) projects for public facilities and infrastructure. SB 126 passed the Senate 30-4 and the House 111-6. If approved by the Governor, these provisions take effect on the same date that SB 124 becomes law.

Special Districts

HB 479, sponsored by Representative Metz, requires a special district to publish additional information on its website, including a calendar of public meetings, and ensure other current budgetary information is maintained on its website for longer periods of time. The bill also reorganizes the oversight provisions of the uniform special district accountability act to increase clarity and avoid duplication. It clarifies the power of the Legislature to create dependent special districts. The bill revises the process for the Department of Economic Opportunity to declare a special district inactive and clarifies the power of the Legislature to dissolve inactive independent special districts by general law. HB 479 passed the House 110-0 and the Senate 36-0. These provisions became law upon approval by the Governor on March 8, 2016.

Building Code

HB 535, sponsored by Rep. Dane Eagle, makes several adjustments to the training and experience required to take the certification examinations for building code inspector, plans examiner, and building code administrator. This legislation exempts employees of apartment

communities with 100 or more units from contractor licensing requirements if making certain minor repairs to existing electric water heaters or existing electric heating, ventilation, and air conditioning (HVAC) systems, if they meet certain criteria. It also allows local boards created to address conflicts between the Florida Building Code and the Florida Fire Prevention Code to combine to create a single local board that must include at least one fire professional. As of July 1, 2017, the bill will require counties and local enforcement agencies to post each type of building permit application on its website and allow for the submittal of completed applications to the appropriate building department. HB 535 passed the Senate 38-0 and the House 116-0. If approved by the Governor, these provisions take effect October 1, 2016.

Alcoholic Beverages and Tobacco

SB 698, sponsored by Sen. Rob Bradley, revises alcoholic beverage and tobacco laws administered by the Division of Alcoholic Beverages and Tobacco within the Department of Business and Professional Regulation. The bill permits municipalities, counties, and nonprofit civic and charitable organizations to be issued no more than 12 temporary alcoholic beverage permits per calendar year. Current law only permits “civic organizations” to receive no more than three temporary alcoholic beverage permits per year. It also requires counties and municipalities to donate all net profits from sales of alcoholic beverages collected during the permit period to a nonprofit civic or charitable organization within 90 days of the event. A municipality or county may only be issued such a temporary permit if it has attempted to solicit a qualified nonprofit civic or charitable organization to conduct the sales, but has been unable to find such a qualifying organization in a reasonable and practical time frame. The legislation prohibits municipalities and counties from requiring any additional license or levying any tax for the privilege of selling alcoholic beverages. Notwithstanding other provisions of the Beverage Law, a nonprofit civic organization, charitable organization, municipality, or county licensed under this section may purchase alcoholic beverages from a distributor or vendor licensed under the Beverage Law. SB 698 passed the Senate 38-1 and the House 115-1. If approved by the Governor, these provisions take effect July 1, 2016, except where otherwise provided.

Public Records

SB 1220, sponsored by Sen. René Garcia, and **HB 1021**, sponsored by Rep. Greg Steube, would have given judges the discretion in determining whether to grant or deny enforcement costs, including attorney fees, in actions requiring agencies to disclose public records. A court would have had to assess and award the reasonable costs of enforcement, including reasonable attorney fees, against the responsible agency if it determined that the agency unlawfully refused to permit the public record to be inspected or copied, and the complainant provided written notice identifying the public record request to the agency’s custodian of public records at least 5 days before filing the civil action. A court would not have been able to assess and award any reasonable costs of enforcement, including reasonable attorney fees, against the agency if the court determined that the request to inspect or copy the public record was made primarily to harass the agency or cause a violation. SB 1220 passed the Senate 30-0 but died in Messages in the House. HB 1021 died in the State Affairs Committee.



CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 4H
Meeting Date: 3/28/16

TO: Mayor and City Council

THROUGH: Jeff Bremer, City Manager 
Patricia Roebing, Assistant City Manager-Administrative Services 
Sherman Conrad, Parks & Recreation Director

FROM: Brad Keen, Assistant Parks & Recreation Director 

Agenda Item: Special presentation - McCarty Ranch Preserve to host the Boy Scouts of America's 2016 Klondike Derby

Submittal Date: 3/16/2016

STRATEGIC PLAN LINK: GOAL 5: EXPANDED LEISURE ACTIVITIES; OBJECTIVE 1. OPEN MCCARTY RANCH PRESERVE FOR EXPANDED OUTDOOR ACTIVITIES: CAMPING, RECREATIONAL EVENTS; POLICY ACTION 2015-2016

BACKGROUND: In February 2016, City staff was contacted by a representative of the Boy Scouts of America, Gulf Stream Council, with a request to hold their 2016 Klondike Derby at McCarty Ranch Preserve. For the past six years, the Derby has been held at DuPuis Management Area in Martin County, but due to the record rainfall in January, the DuPuis Management Area was flooded and the area used for rustic camping was unusable. Using McCarty Ranch Preserve will allow the Klondike Derby to be held this calendar year, which is scheduled for April 1 - 3, 2016. The Boy Scouts will use a portion of McCarty Ranch Preserve to camp in tents for two nights and will use the trails and selected wooded areas of the property on Saturday to conduct scout skills and games. On Saturday evening, the Scouts will be fed supper and afterwards, they will hold a campfire program lasting approximately 90 minutes. The Scouts will break camp on Sunday morning and will be off property by noon. The Scouts will provide two portable toilets that will supplement the two portable toilets on site. The new restroom facility is also in service and will be available for use by the camping group. The Scouts will not be holding any water activities over the course of the weekend and they are insured through the Boy Scouts of America.

ANALYSIS: Staff supports the activity of supervised youth camping at McCarty Ranch Preserve and is enthusiastic to use this event as a pilot program.

FINANCIAL INFORMATION: No financial assistance is requested other than staff time to assist with digging the fire pit and delivering portable bleachers to the camp site.

LEGAL INFORMATION: The City's Legal Department has prepared a "Temporary Non-Exclusive License Agreement" for the Boy Scouts of America to execute, a draft copy which is attached hereto. The temporary license agreement does not require formal action by City Council.

STAFF RECOMMENDATION: No formal action is requested.

SPECIAL CONSIDERATION: N/A

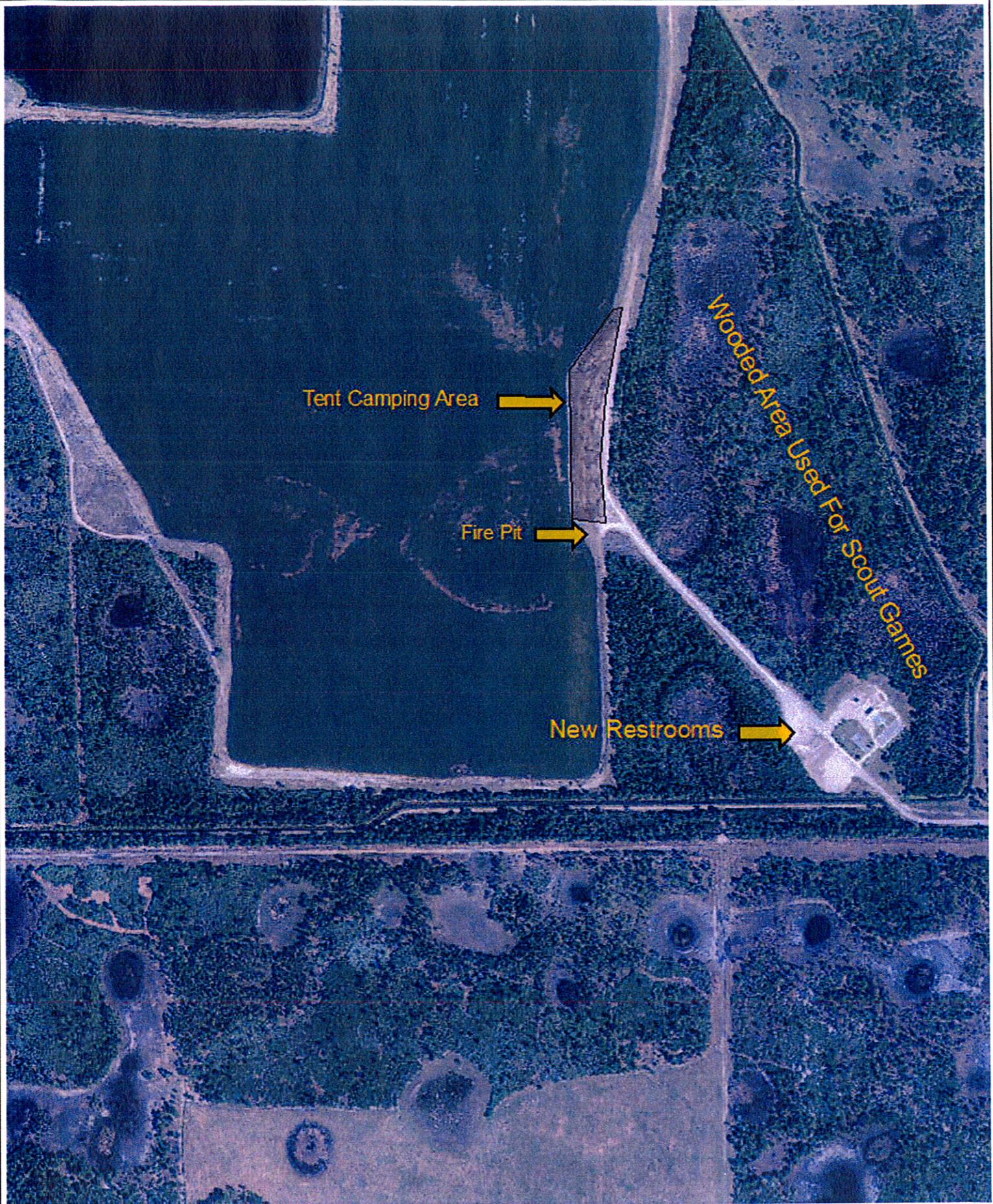
PRESENTATION INFORMATION: A brief presentation will be made by Parks & Recreation staff to explain the 2016 Klondike Derby, as a pilot program at McCarty Ranch Preserve and to introduce the Boy Scouts involved in organizing the Derby.

REQUESTED MEETING DATE: 3/28/2016

LOCATION OF PROJECT: McCarty Ranch Preserve, 12525 Range Line Road, Port St. Lucie, FL.

ATTACHMENTS: Location map, draft Temporary Non-Exclusive License Agreement

*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.



Tent Camping Area

Fire Pit

New Restrooms

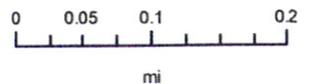
Wooded Area Used For Scout Games



2016 Boy Scout Klondike Derby McCarty Ranch Preserve

Map produced by the City of Port St. Lucie City Council Map Generator Website on: 3/18/2016

Scale:



DRAFT

PID # 0000-000-0000-0

TEMPORARY NON- EXCLUSIVE LICENSE

THIS TEMPORARY NON EXCLUSIVE LICENSE AGREEMENT ("License"), dated this ____ day of _____, 2016 is made by and between **City of Port St. Lucie, a Florida municipal corporation** ("Licensor"), whose mailing address is 121 SW Port St. Lucie Blvd., Port St. Lucie FL 34984 and **Boy Scouts of America/Gulfstream Council** (Contact: Rick Conover) ("Licensee"), whose mailing address is 8335 North Military Trail, Palm Beach Gardens, FL. 33410. The following statements are a material part of this License:

WHEREAS, Licensor owns that certain real property located in western Port St. Lucie, FL, more particularly described as:

Legal Description To Be Added

WHEREAS, Licensee seeks from Licensor the temporary right, privilege and authority to travel upon and use for ingress and egress and overnight camping purposes the Property, identified and depicted on the attached **Exhibit "A,"** as Licensee intends to use the premises for a Boy Scouts of America 2016 "Klondike Derby" and Licensee is requesting a temporary permit for ingress and egress of the premises and intends to occupy the premises for three consecutive days, including camping for two nights, and to utilize the adjacent wooded areas of McCarty Ranch Preserve for the purposes of conducting various scout skills, games, and activities; and

WHEREAS, Licensor desires to give and grant to Licensee, and Licensee desires to accept and receive a non-exclusive temporary license, providing a temporary grant of access and entry upon and across the Property for the purposes set forth herein.

THEREFORE, in consideration of the covenants contained in this License and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Grant of License.** Licensor hereby gives to Licensee a non-exclusive and temporary grant of access and entry over, across and upon a portion of the Property depicted in the attached Exhibit "A" to permit the ingress, egress, and general use of the property. Licensee, through its officers, employees and agents, at Licensee's sole cost and expense, shall have the right, privilege and authority to enter, travel upon and use the Property in such a manner as may be reasonably necessary and consistent for the purposes for which this License is given.

2. **Duration.** The rights and privileges granted herein shall expire upon the completion of the Event (estimated to be April 3rd, 2016), unless otherwise extended by mutual agreement signed by both parties. Following termination of this License, Licensee shall provide Licensor, upon receipt of Licensor's written request, a release and extinguishment of all of Licensee's rights and privileges granted herein, in a mutually agreeable form. Any warranties, representations and indemnities provided for in this License shall survive the termination of this License for such time as any claim may be made pursuant to any applicable Statute of Limitations. **DRAFT**
3. **Sovereign Immunity.** The Licensor shall not be obligated to provide any insurance coverage other than for the Licensor; nor shall Licensor extend its sovereign 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 License, or any obligation to name the Licensee as an additional insured under any other insurance policy, or otherwise protect the interests of the Licensee as specified in the license.
4. **Indemnification.** The Licensee hereby agrees to defend, hold harmless and indemnify Licensor from any and all claims, causes of action, damages, injuries, liens (including mechanic's liens and materialman's liens), expenses and costs, including without limitation reasonable attorney's fees of any settlement, judgment or claims arising out of, relating to, or resulting from the willful or malicious misconduct or negligent actions arising out of aforesaid Special Event or arising out of the use by the Licensee, or its invitees and attendees of the Special Event, of the Premises as described herein. The Licensee shall, at its expense, provide liability insurance written on an occurrence basis and shall have a combined single limit for personal injury, loss of life and property damage of not less than One Million Dollars (\$1,000,000.00) per occurrence with the Licensor named as additional insured that is satisfactory to the Licensor. A copy of said liability insurance policy is attached hereto as Exhibit "B."
5. **Insurance.** The parties agree and recognize that it is not the intent of the Licensor that any insurance policy/coverage that may be obtained pursuant to any provision of this Agreement will provide insurance coverage to any entity, corporation, business, person or organization, other than the Licensor and the Licensor shall not be obligated to provide any insurance coverage other than for the Licensor or extend its sovereign 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 License, or any obligation to name the Licensor as an additional insured under any other insurance policy, or otherwise protect the interests of the Licensor as specified in the license.

6. **Right to Review.** 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 Licensee may satisfy the minimum limits required above for 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 Commercial General Liability, Business Auto Liability, or Employer's Liability. When required by the insurer, or when Umbrella or Excess liability is written on a non-follow form, the City shall be endorsed as an "Additional Insured."
7. **Waiver of Subrogation.** The licensee shall agree by executing this License 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 Licensee shall 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 Licensee enter into License on a pre-loss basis.
8. **Deductible.** All deductible amounts shall be paid for and be the responsibility of the Licensee for any and all claims under this Agreement.
9. **Maintenance.** Licensee agrees to maintain the property (including, but not limited to mowing the grass and repairing any ruts) and agrees to restore it to the condition for which it was found. After written notification from the Licensor, and a reasonable opportunity to cure, Licensee agrees to repair any defects to the property caused by the Licensee.
10. **Notice.** The parties agree to use the following contacts for the purposes of notification:

For the City
 Brad Keen, Assistant Director
 Parks and Recreation
 2195 SE Airoso Blvd.
 Port St. Lucie, FL 34984
 (772) 344-4005

For the Licensee

DRAFT

With a copy to:
 Stefanie Beskovoyne
 Assistant City Attorney
 121 SW Port St. Lucie Blvd.

With a copy to:

Port St. Lucie, FL 34984
(772) 871-5294
CityAttorney@CityofPSL.com

11. **Applicable Law.** This License is governed by and will be construed in accordance with the laws of the State of Florida, and in the event of any litigation concerning the terms of this License, proper venue shall be in St. Lucie County, Florida.
12. **Miscellaneous.** No provision of this Agreement shall be construed to create a partnership between the Licensor and Licensee, or in any way whatsoever, make either party responsible for any debts, obligations, losses, or liabilities of the other.

DRAFT

IN WITNESS WHEREOF, the Parties are authorized to execute this document and have caused this License Agreement to be executed on behalf of the respective entities, their successors and assigns. This document shall be effective when fully executed.

On behalf of the Licensor:

On behalf of the Licensee:

Jeff Bremer, City Manager

Scout Executive or Designee



CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7B
Meeting Date: 3/28/2016

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager *JB*

THRU: Daniel Holbrook, Assistant City Manager – Community Development Director *DH*

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

Agenda Item: Motion: Major Site Plan Application
A Great Fence (P15-193)

Submittal Date: 3/14/2016

STRATEGIC PLAN LINK: This item is consistent with Goal 3: Balanced and Responsible Growth.

BACKGROUND: The proposed project is for a 25,320 square foot warehouse building in a WI (Warehouse Industrial) zoning district. The property is located in the St. Lucie West industrial area.

ANALYSIS: See attached staff report.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: N/A

SITE PLAN REVIEW COMMITTEE: The Site Plan Review Committee unanimously recommended approval of the site plan on January 13, 2016.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: NA

REQUESTED MEETING DATE: 3/28/2016

LOCATION OF PROJECT: 751 NW Enterprise Drive on the Northeast corner of the properties circled by NW Enterprise Drive. .

ATTACHMENTS: Staff report, site plan, and maps.

PT/DR

RECEIVED

MAR 18 2016

CITY MANAGER'S OFFICE



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

TO: PLANNING AND ZONING BOARD – MEETING OF MARCH 1, 2016

FROM: DANIEL ROBINSON, PLANNING TECHNICIAN 

RE: A GREAT FENCE
MAJOR SITE PLAN APPLICATION
P15-193

DATE: February 18, 2016

APPLICANT: A Great Fence, LLC

AGENT: Abraham Chabab, P.E.

LOCATION: 751 NW Enterprise Drive on the Northeast corner of the properties circled by NW Enterprise Drive.

LEGAL DESCRIPTION: St. Lucie West Plat #133, St. Lucie West Industrial Park, Lot 14

SIZE: 1.67 acres.

ZONING: WI (Warehouse Industrial).

FUTURE LAND USE DESTINATION: LI/OSR/I

EXISTING USE: Vacant land

PROPOSED PROJECT: The applicant is proposing a 25,320 square foot one story warehouse building.

SURROUNDING USES: North = industrial building and vacant land. South = warehouse. East = vacant land. West = warehouse.

CONCURRENCY REVIEW:

The project has been reviewed for compliance with Chapter 160, City Code, regarding provision of adequate public facilities and documented as follows:

Sewer/Water Service: The St. Lucie West Utilities Service District will provide water and sewer service to the site.

Transportation: According to the engineer for the project, this project will generate 176 daily vehicle trips as per the Institute of Transportation Engineers Trip Generation 9th Edition. The project's trip generation for p.m. peak hours is 25 trips.

Parks/Open Space: N/A

Stormwater: The applicant will submit paving and drainage plan for approval by SPRC.

Solid Waste: Solid waste impacts are measured and planned based on population projections on an annual basis. There is adequate capacity available.

Public School Concurrency Analysis: N/A

ZONING REVIEW:

The project has been reviewed for compliance with the requirements of Chapter 158, Zoning Code and documented as follows:

Use: The proposed use of the property is warehouse which is a permitted use in the Warehouse Industrial District.

Building Height: The proposed height of the building is 28 feet. The maximum height allowed in the Warehouse Industrial District is 35 feet.

Setbacks: The proposed setbacks shown on the site plan are in accordance with the required setbacks of the Warehouse Industrial District.

Parking: The site is required to have 41 parking spaces and 54 are being provided.

Dumpster Enclosure: The site plan includes a dumpster enclosure for general refuse and for recyclable refuse with an enclosed enclosure of (13' x 24').

Architectural Design Standards: N/A

NATURAL RESOURCE PROTECTION REVIEW:

The project has been reviewed for compliance with the requirements of Chapter 157, Natural Resource Protection Code and documented as follows:

Tree Protection: A tree mitigation fee of \$7,837.50 was paid on 7/21/03 to the City of Port St. Lucie, receipt number 3449.

Wildlife Protection: The applicant cleared the land without submitting any surveys.

Fire District: The access location (external and internal) has been approved with conditions by the Fire District for safety purposes.

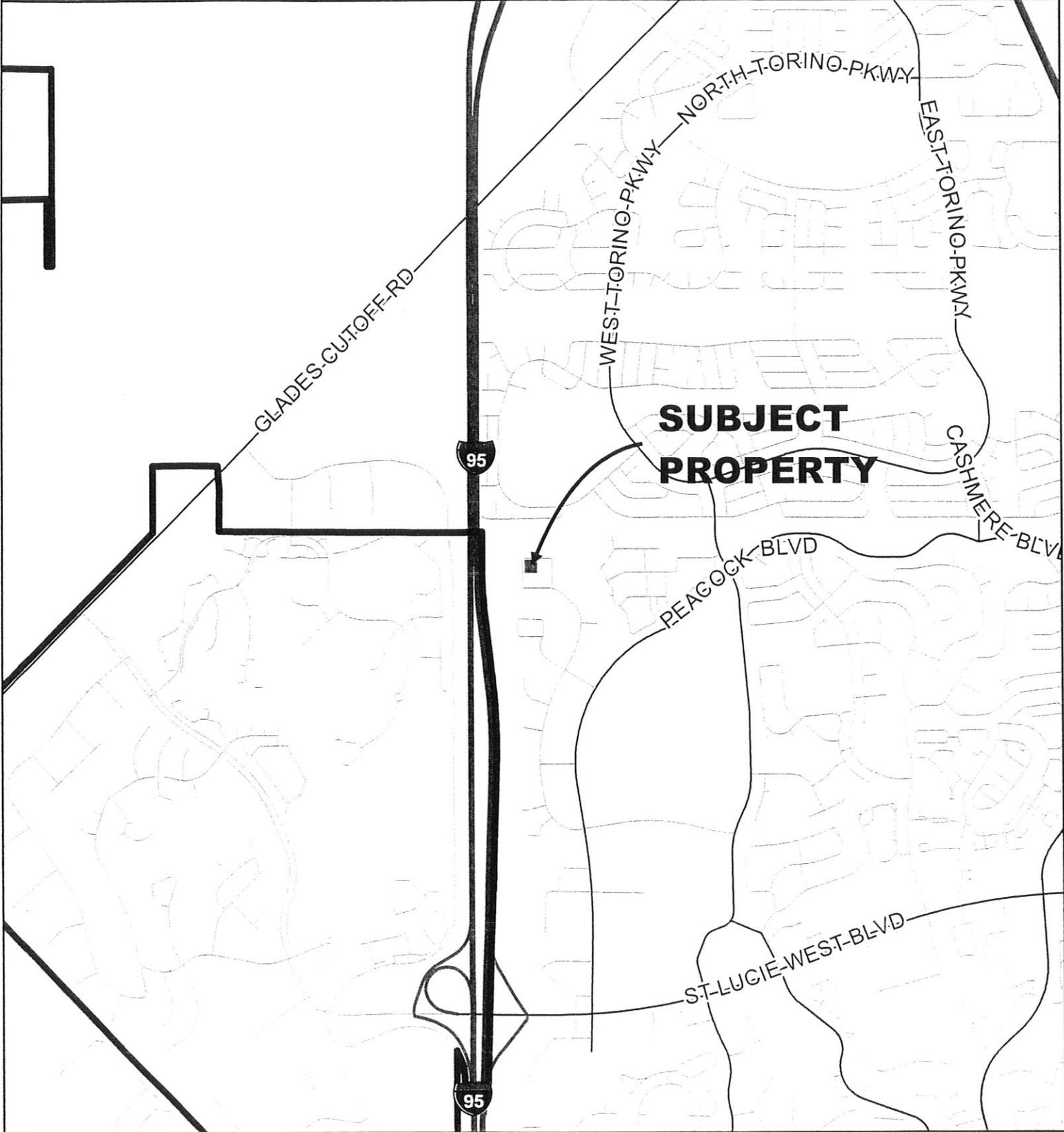
Public Art: This project is considered a major site plan therefore it is required to comply with the public art requirements. Public Art Fee is due prior to any building permits being issued by the city.

STAFF RECOMMENDATION:

The Site Plan Review Committee reviewed the request on January 13, 2016, and recommended approval of the site plan.

Note: Approval of this project is conditioned upon payment of all applicable impact fees, as provided in the Port St. Lucie Road, Park and Recreation, Public Buildings and Law Enforcement Impact Fee Ordinances. Please note that additional impact fees may be due to St. Lucie County.

GENERAL LOCATION

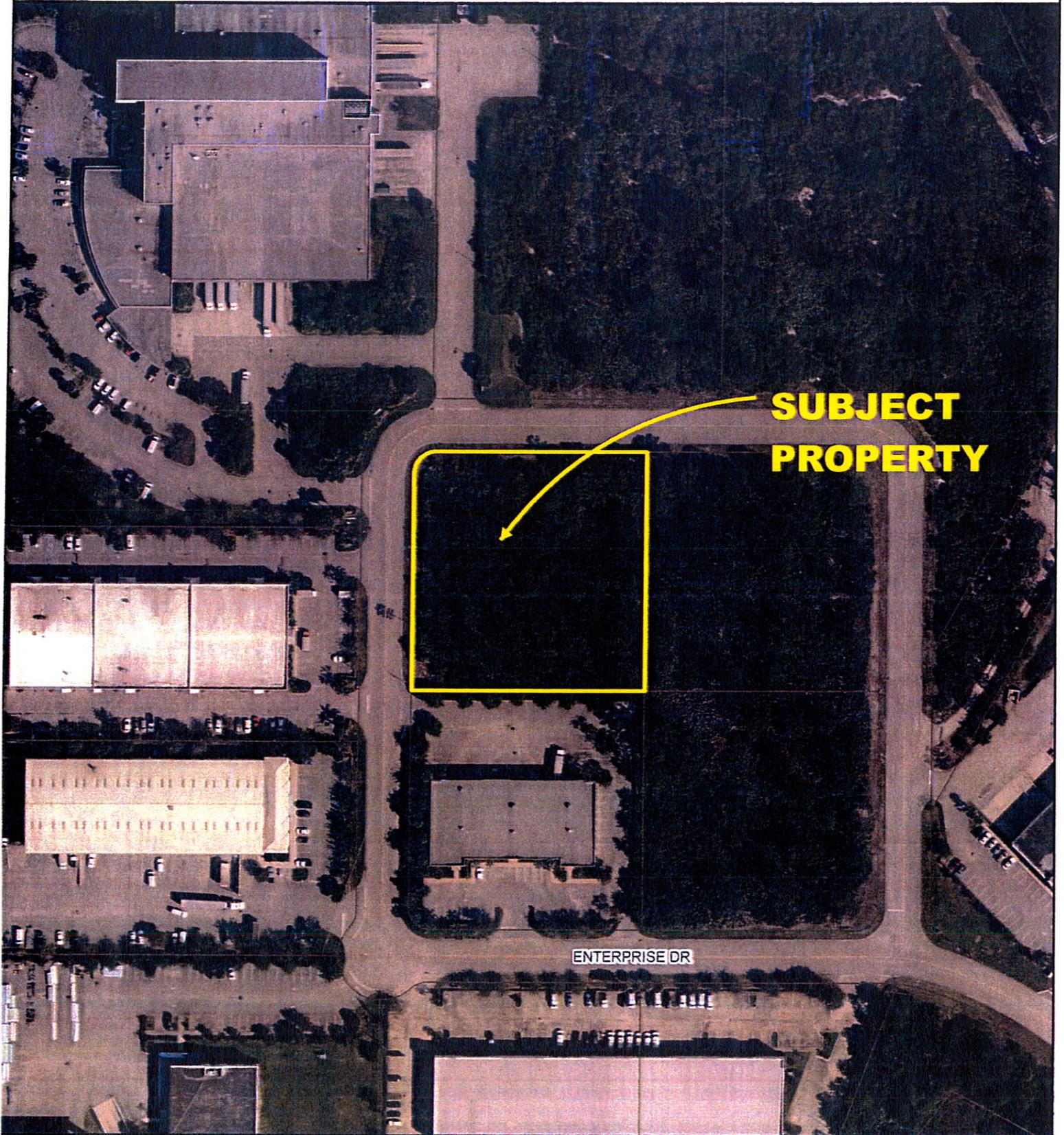


CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

SITE PLAN
A GREAT FENCE
SLW PLAT NO. 133, BLOCK 6, LOT 14

DATE:	12/9/2015
APPLICATION NUMBER:	P15-193
USER:	patricias
SCALE:	1 in = 0.5 miles

AERIAL

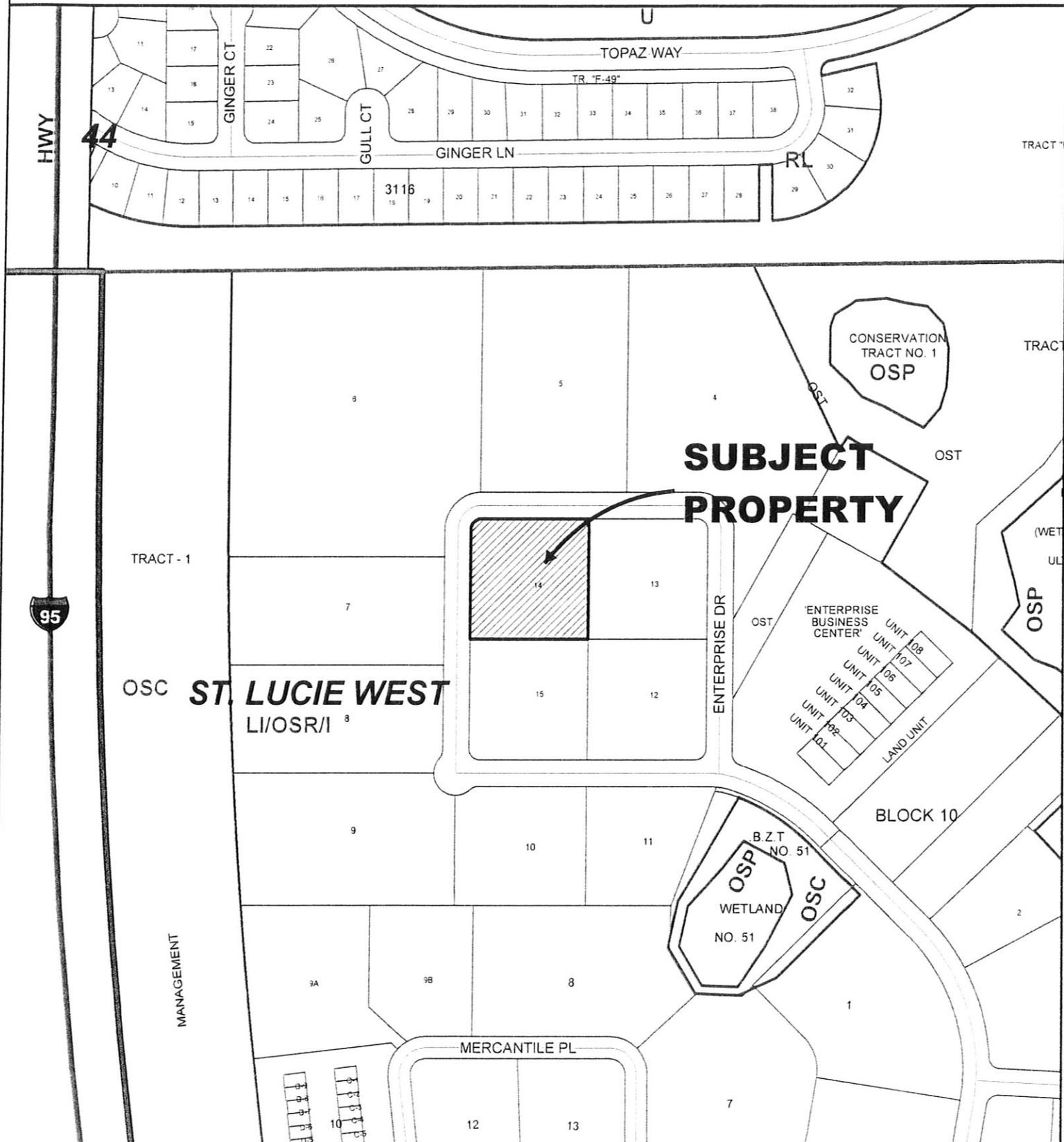


CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

SITE PLAN
A GREAT FENCE
SLW PLAT NO. 133, BLOCK 6, LOT 14
AERIAL DATE 2014

DATE:	12/9/2015
APPLICATION NUMBER:	P15-193
USER:	patricias
SCALE:	1 in = 150 ft

FUTURE LAND USE

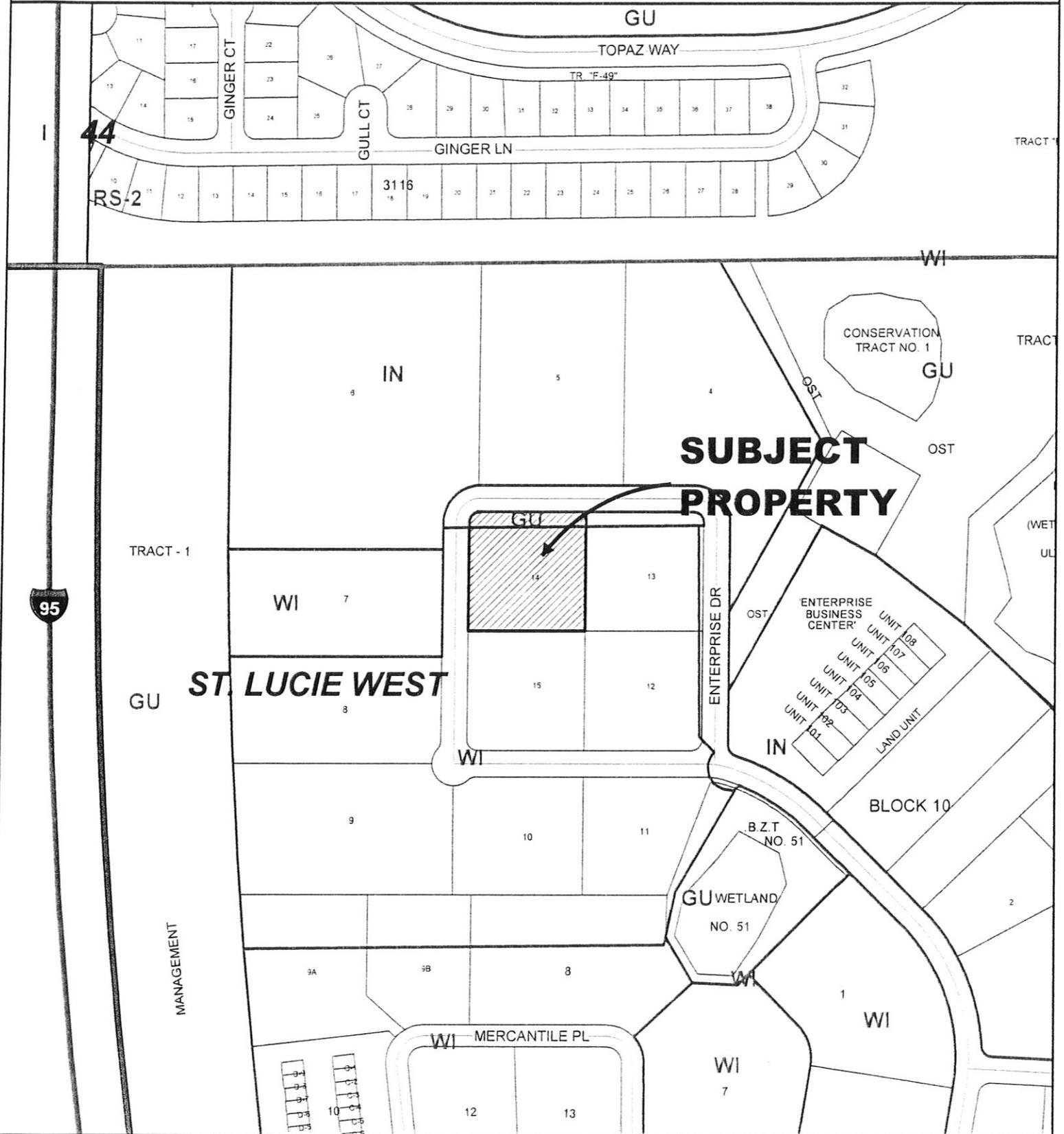


CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

SITE PLAN
A GREAT FENCE
SLW PLAT NO. 133, BLOCK 6, LOT 14

DATE:	12/9/2015
APPLICATION NUMBER:	P15-193
USER:	patricias
SCALE:	1 in = 300 ft

EXISTING ZONING



CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

SITE PLAN
A GREAT FENCE
SLW PLAT NO. 133, BLOCK 6, LOT 14

DATE:	12/9/2015
APPLICATION NUMBER:	P15-193
USER:	patricias
SCALE:	1 in = 300 ft



PUBLIC ART REQUIREMENT CHECKLIST

January 8, 2012

Project Name: A Great Fence

Project Number: P15 - 193 **New Submittal:** **Re-submittal:** (check one)

Applicant is required to submit the public art requirement package to the Planning & Zoning Department with the site plan package. The package will be distributed to the Public Art Advisory Board (PAAB) and scheduled for their next meeting. PAAB meetings are the 2nd (second) Tuesday of every month and the applicant is strongly encouraged to attend. If any items are incomplete or missing, it may delay review of the application by the PAAB. Other drawings or information may be required, if deemed necessary, upon review by the PAAB. The Public Art Requirement approval must be obtained prior to the site plan being scheduled for City Council.

Description of Item to be provided: (Twelve copies of all items collated into sets)

	Completed Public Art Requirement Checklist: One original, completed and signed by applicant.
	Copy of Site Plan Application and Proposed Site Plan
	Cover Letter: Describe to the PAAB your proposal to meet the Public Art Requirements. Please be as descriptive as possible.
	Written Response to Comments: For resubmittals only.
	Calculation of Public Art Requirement Value: Applicant must provide cost estimate for proposed improvements which include building, site improvements such as paving, drainage and parking (civil), landscape, and site lighting. Complete Public Art Requirement Value Calculation section of this application and attach supportive cost estimates from licensed professionals within each discipline.
	Proposed Public Art Requirement Method: Identify which method you are choosing to meet the requirement by placing the number in the box to the left. 1. Artwork On Site 2. Art Donated to the City of Port St. Lucie 3. Payment of Fee in Lieu of Artwork On Site
	Public Art Requirement Proposal: Submit the appropriate supportive information to clearly communicate the proposal and to assist the PAAB in evaluation of the proposed Public Art. <u>ART ON SITE:</u> Complete "Artwork Proposal and Specifications" Section of Application. <u>ENHANCED ARCHITECTURE:</u> Provide proposed elevations clearly showing enhanced elements above minimum architectural requirements. <u>ENHANCED LANDSCAPE:</u> Provide proposed plan and elevation views clearly showing 'enhanced elements' above minimum landscape requirements. Applicant must clearly demonstrate a unique and identifiable element or space which is definable apart from the minimum landscape or site design requirements.

CALCULATION OF PUBLIC ART REQUIREMENT VALUE:

Building Costs (Vertical construction estimate)	\$ 400,000
Civil Costs (Paving, Drainage, Parking)	\$ 150,000
Landscape Costs	\$ 25,000
Site Lighting Costs	\$ 13,000
TOTAL ESTIMATED COSTS:	\$ 588,000
Public Art Requirement Value: (Total to be Calculated by the Planning & Zoning Department)	\$ 2940

(Maximum Public Art Requirement Value is \$50,000.00.)

We will pay the 1/2% but reserve the right to submit/add artwork at a later date.

ARTWORK PROPOSAL AND SPECIFICATIONS:

(we need checklist for approved artwork requirements)

1. Artwork & Artist Information:

Artwork Title: _____
 Artwork Site: _____
 Artwork Material: _____
 Artwork Dimensions: _____
 Artist Name: _____
 Address: _____
 City, State Zip: _____
 Telephone: _____
 Website: _____

2. Artwork Description:

3. Siting:

4. Materials with Specifications:

5. Fabrication and Installation Procedures:

6. Yearly Maintenance and Conservation Plan:

7. Examples of artist's work or related pieces:

I acknowledge (as applicant/owners representative) that The Public Art Requirement approval must be obtained prior to the site plan being scheduled for City Council. I have provided all required checklist items and the estimates used to calculate the Public Art Requirement Value are accurate to the best of my knowledge.



Darrick 772-209-2845 Bailey

2-15-16

Applicant's Signature

Printed Applicant Name:

Date:

Please call with questions 772-209-2845

APPLICATION FOR SITE PLAN REVIEW

ONLY COMPLETE SUBMISSIONS WILL BE PROCESSED

CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPARTMENT
(772) 871-5212 FAX: (772) 871-5124

P&Z File No. P15-193
Fees (Nonrefundable) \$ _____ Arch.: \$ _____
Receipt #'s: _____

PRIMARY CONTACT EMAIL ADDRESS: agchabab1@msn.com

PROJECT NAME: A Great Fence

LEGAL DESCRIPTION: Lot 14, Block 6, St. Lucie West Industrial Park Plat 133 as recorded in Plat39, Pg 40-40A-40B

LOCATION OF PROJECT SITE: 751 NW Enterprise Drive

PROPERTY TAX I.D. NUMBER: 332394700190005

STATEMENT DESCRIBING IN DETAIL See Attached Letter

THE CHARACTER AND INTENDED USE Office/Warehouse
OF THE DEVELOPMENT:

GROSS SQ. FT. OF STRUCTURE (S): 25320SF Building (3016SF of office areas and 22304SF of warehouse areas)
NUMBER OF DWELLING UNITS & DENSITY
FOR MULTI-FAMILY PROJECTS:

UTILITIES & SUPPLIER: SLW District Utilities

GROSS ACREAGE & SQ. FT. OF SITE: 1.67 AC (72845SF). **ESTIMATED NO. EMPLOYEES: 12

FUTURE LAND USE DESIGNATION: LI ZONING DISTRICT: WI/OSR/I

OWNER(S) OF PROPERTY: A Great Fence LLC (Darrick Bailey)
Name, Address, Telephone & Fax No.: 515 NW Enterprise Dr. Ste A, Port St. Lucie, FL 34986
Ph: 772-209-2845 Email: darrickbailey@hotmail.com

APPLICANT OR AGENT OF OWNER: Abraham F. Chabab, P.E.
Name, Address, Telephone & Fax No.: 5428 NW Edgewater Ave. Port. St. Lucie, FL. 34983
Ph: 772-878-5079 Email: agchabab1@msn.com

PROJECT ARCHITECT/ENGINEER:
(Firm, Engineer Of Record,
Florida Registration No., Contact
Person, Address, Phone & Fax No.)

- I hereby authorize the above listed agent to represent me. I grant the planning department permission to access the property for inspection.

- I fully understand that prior to the issuance of a building permit and the commencement of any development, all plans and detail plans must be reviewed and approved by the City pursuant to Sections 158.237 through 158.245, inclusive, of the zoning ordinance.

***When a corporation submits an application, it must be signed by an officer of the corporation.** Corporation signatures must be accompanied with an approved resolution authorizing the individual to sign such applications.

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.

[Signature] Darrick Bailey Pres 12-2-15
OWNER'S SIGNATURE HAND PRINT NAME TITLE DATE

Prepared by and return to:
Robert S. Kramer, Esq.
Kramer, Sopko & Levenstein, P.A.
2300 SE Monterey Road Suite 100
Stuart, FL 34996
772-288-0048
File Number: 11622.04
Will Call No.:

Parcel Identification No. 3323-947-0019-000-5

[Space Above This Line For Recording Data]

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this 22nd day of May, 2014 between SLW Warehouse, LLC, a Florida limited liability company whose post office address is 1419 Jensen Beach Blvd., Jensen Beach, FL 34957 of the County of Martin, State of Florida, grantor*, and A Great Fence, LLC, a Florida limited liability company whose post office address is 540 NW Mercantile Place, Port Saint Lucie, FL 34986 of the County of Saint Lucie, State of Florida, grantee*.

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 Saint Lucie County, Florida, to-wit:

Lot 14, ST. LUCIE WEST PLAT NO. 133, ST. LUCIE WEST INDUSTRIAL PARK, according to the Plat thereof, recorded in Plat Book 39, Page 40, Public Records of St. Lucie County, Florida.

Subject to taxes for 2014 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

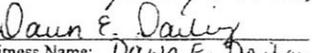
and said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

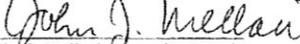
In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:


Witness Name: RS KRAMER


Witness Name: Dawn E. Dailey

SLW Warehouse, LLC, a Florida limited liability company

By: 
John J. Mellaci, Managing Member

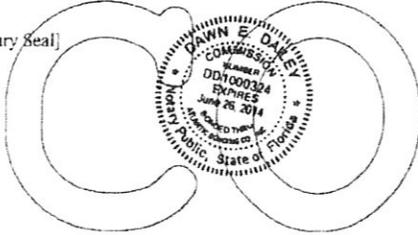
COPY

DoubleTimes

State of Florida
County of Martin

The foregoing instrument was acknowledged before me this 29th day of May, 2014 by John J. Mellaci of SLW Warehouse, LLC, a Florida limited liability company, on behalf of said firm. He [X] is personally known or [] has produced a driver's license as identification.

[Notary Seal]



Dawn E. Daley
Notary Public
Printed Name: Dawn E. Daley
My Commission Expires: 6/26/14

COPY

COPY

SLW Industrial Association

Owner: SLW Warehouse LLC
Address: 751 NW Enterprise Dr.
Port St. Lucie, FL 34986

Term: Resale / Lease

(and not for any additional time period)

CERTIFICATE OF ACKNOWLEDGEMENT

This is to certify that the following named (Purchaser) / (Lessee)

(Name) A Great Fence, LLC
(Address) 515 NW Enterprise Dr.
Port St. Lucie, FL 34986

has complied with the Documents for SLW Industrial Association and has hereby obtained the approval for the (Purchase) / (Lease) by the Board of Directors of SLW Industrial Association

Comments: SUBJECT TO ALL DUE AND PAYABLE ASSESSMENTS BEING PAID CURRENT.

IN WITNESS WHEREOF, THE UNDERSIGNED HAS HEREUNTO SET HIS HAND AND SEAL
THIS 21 DAY OF May, 2014.

Signature of Board Member: Anthony Purificato
Title: Manager, for the Board of Directors

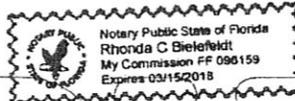
STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 21 day of May, 2014.
by Anthony Purificato (name), Property manager (title),
SLW Industrial Association, on behalf of the corporation, who is (personally known to me) (or who has
produced P.K. as identification) and who (did/did not) take an oath.

SIGNATURE of NOTARY: Rhonda C. Bielefeldt

Comm. #:

Prepared By: Rhonda Bielefeldt
Pinnacle Association Management, LLC
430 NW Lake Whitney Place
Port St. Lucie, FL 34986



COPY

Darrick Bailey
A Great Fence LLC
515 NW Enterprise Dr. Ste A
Port St. Lucie, FL 34986
Ph: 772-209-2845
Email: darrickbailey@hotmail.com

Nov. 25, 2015

Patricia A. Tobin, AICP, Director
Planning and Zoning Dept.
121 S.W. PSL Blvd.
Port St. Lucie FL, 34984

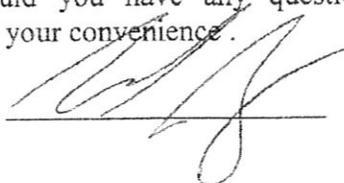
**RE : Applying for Site Plan Approval To Build
24840 SF Office/Warehouse Building in
St. Lucie West Industrial Park, Lot 14, Block 6.**

Dear Ms. Tobin:

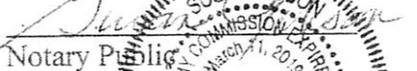
This letter should inform you that Abraham Chabab is the owner's agent for the above mentioned property . Issues regarding Planning and Zoning Department and related items shall be addressed to his office which is located at the following address:

Abraham F. Chabab, P.E.
5428 NW Edgewater Ave.
Port. St. Lucie , FL. 34983

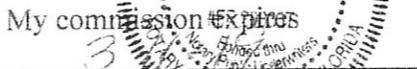
Please be advised that owner is requesting courtesy copies be sent to owner's address of all correspondence . Should you have any questions or require any additional information, please contact us at your convenience .



In witness whereof, I hereunto
set my hand and official seal


Notary Public

12-2-15
Date

My commission expires
3

Notary Public



CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7C
Meeting Date: 3/28/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager *JB*

THRU: Daniel Holbrook, Assistant City Manager – Community Development Director *DH*

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

Agenda Item: Motion: Major Site Plan Amendment Application-Newport Isles Clubhouse Parking (P16-020)

Submittal Date: 3/15/2016

STRATEGIC PLAN LINK: This item is consistent with Goal 3: Balanced and Responsible Sustainable Growth.

BACKGROUND: The proposed amendment to the site plan is to add additional parking to the clubhouse facility. The addition of the parking results in an increase of more than 5% of the impervious area on the site, therefore it is considered a major amendment to the site plan.

ANALYSIS: See attached staff report.

FINANCIAL INFORMATION: NA

LEGAL INFORMATION: NA

SITE PLAN REVIEW COMMITTEE RECOMMENDATION: The Site Plan Review Committee unanimously recommended approval of the site plan at their February 24, 2016 meeting.

SPECIAL CONSIDERATION: NA

PRESENTATION INFORMATION: NA

REQUESTED MEETING DATE: 3/28/2016

LOCATION OF PROJECT: The subject property is located on the south side of Newport Isles Boulevard at the south end of Brigantine Place, east of a water management tract, generally east of I95, north of a water management tract, generally north of Providence Place, and west of a water management tract, generally west of Exeter Court.

ATTACHMENTS: Staff report, maps, application, site plan

PT/kh

RECEIVED

MAR 18 2016

CITY MANAGER'S OFFICE



City of Port St. Lucie

Planning and Zoning Department Memorandum

TO: CITY COUNCIL – MEETING OF MARCH 28, 2016

FROM: KATHERINE H. HUNTRESS, PLANNER *KHH*

RE: MAJOR SITE PLAN AMENDMENT APPLICATION
NEWPORT ISLES CLUBHOUSE PARKING
PROJECT NO. P16-020

DATE: MARCH 15, 2016

APPLICANT: Patrick J. Ferland, P.E. of Culpepper and Terpening is acting as the agent.

OWNER: Newport Isles Property Owners Association, Inc.

LOCATION: The subject property is located on the south side of Newport Isles Boulevard at the south end of Brigantine Place, east of a water management tract, generally east of I95, north of a water management tract, generally north of Providence Place, and west of a water management tract, generally west of Exeter Court.

LEGAL DESCRIPTION: The property is legally described as Portofino Isles, Tract R-1.

SIZE: 4.12 acres.

FUTURE LAND USE: ROI/LI (Residential/Office/Institutional).

EXISTING ZONING: PUD (Planned Unit Development).

EXISTING USE: Newport Isles Clubhouse.

SURROUNDING USES: North, south, east, and west = PUD (Planned Unit Development) zoning, existing residential development.

PROPOSED PROJECT: The proposed amendment to the site plan is to add additional parking to the clubhouse facility. The addition of the parking results in an increase of more than 5% of the impervious area on the site, therefore it is considered a major amendment to the site plan.

CONCURRENCY REVIEW: The project has been reviewed for compliance with Chapter 160, City Code, regarding provision of adequate public facilities and documented as follows:

Sewer/Water Service: NA

Transportation: No additional trips will be generated by the addition of the parking facility.

Parks/Open Space: NA

Stormwater: The project includes a paving and drainage plan that is in compliance with the adopted level of service standard.

Solid Waste: NA

Public School Concurrency Analysis: NA

Note: The question about the location of the school bus stop was raised at the Site Plan Review Committee meeting on February 24, 2016 (see attached minutes).

ZONING REVIEW: The project has been reviewed for compliance with the requirements of Chapter 158, Zoning Code and documented as follows:

Use: The proposed use is additional parking for the existing clubhouse.

Building Height: NA

Setbacks: The proposed setbacks shown on the site plan are in accordance with the required setbacks of the PUD.

Parking: The site is required to have 20 parking spaces, 21 spaces are currently provided. With the addition of this parking area, a total of 50 parking spaces will be provided.

Dumpster Enclosure: The site plan already includes a dumpster enclosure which allows for general refuse and recyclable refuse.

Architectural Design Standards: NA

OTHER:

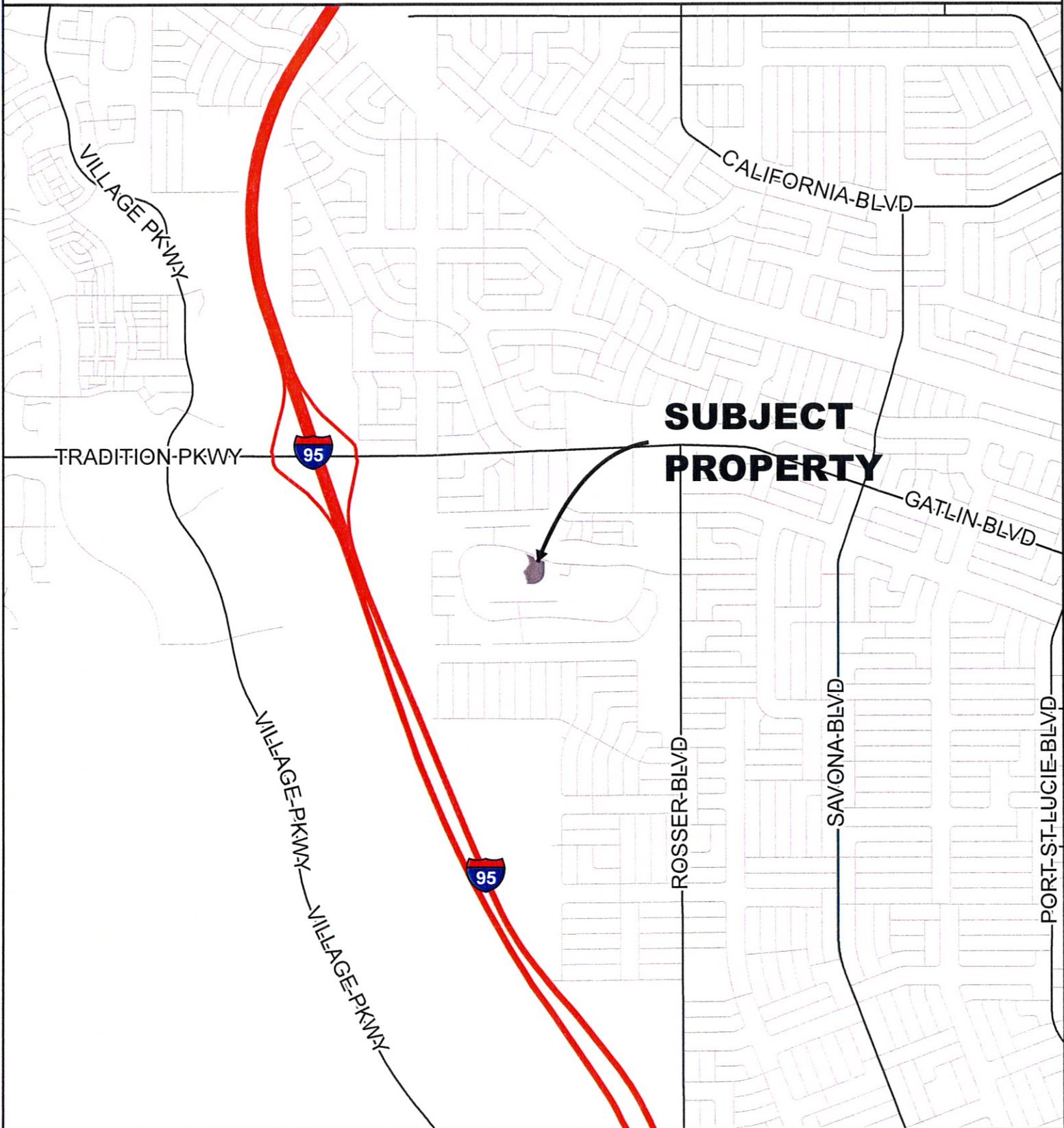
Fire District: The access location (external and internal) has been reviewed by the Fire District for safety purposes.

Art in Public Places: NA

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. The Site Plan Review Committee reviewed the request at their meeting on February 24, 2016 and unanimously recommended approval.

GENERAL LOCATION



CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

SITE PLAN AMENDMENT
NEWPORT ISLES CLUB HOUSE
PORTOFINO ISLES, TRACT R-1

DATE: 3/7/2016

APPLICATION NUMBER:
P16-020

USER:
patricias

SCALE: 1 in = 0.5 miles

AERIAL



CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

SITE PLAN AMENDMENT
NEWPORT ISLES CLUB HOUSE
PORTOFINO ISLES, TRACT R-1
AERIAL DATE 2014

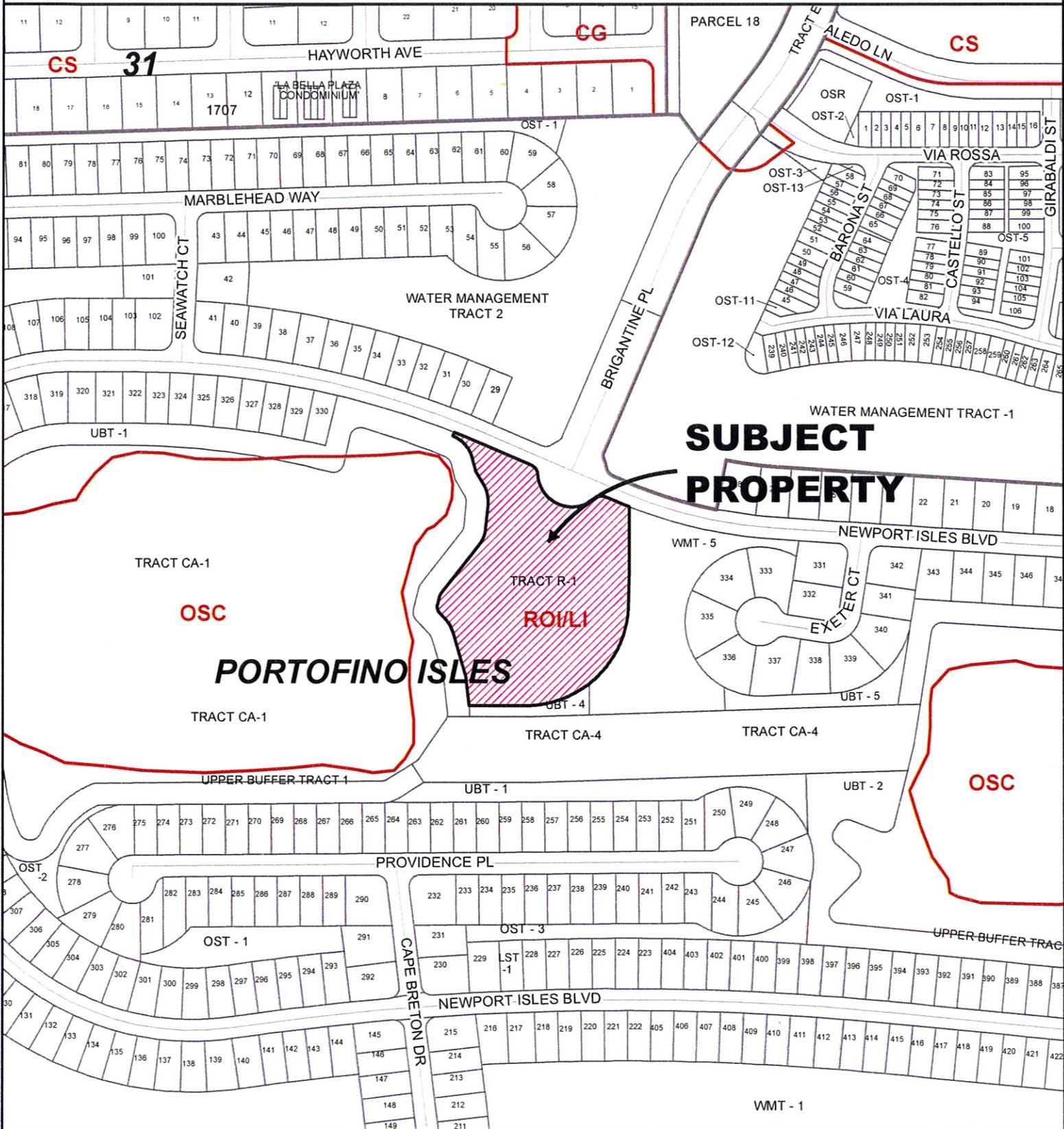
DATE: 3/7/2016

APPLICATION NUMBER:
P16-020

USER: patricias

SCALE: 1 in = 150 ft

FUTURE LAND USE



**SUBJECT
PROPERTY**

PORTOFINO ISLES

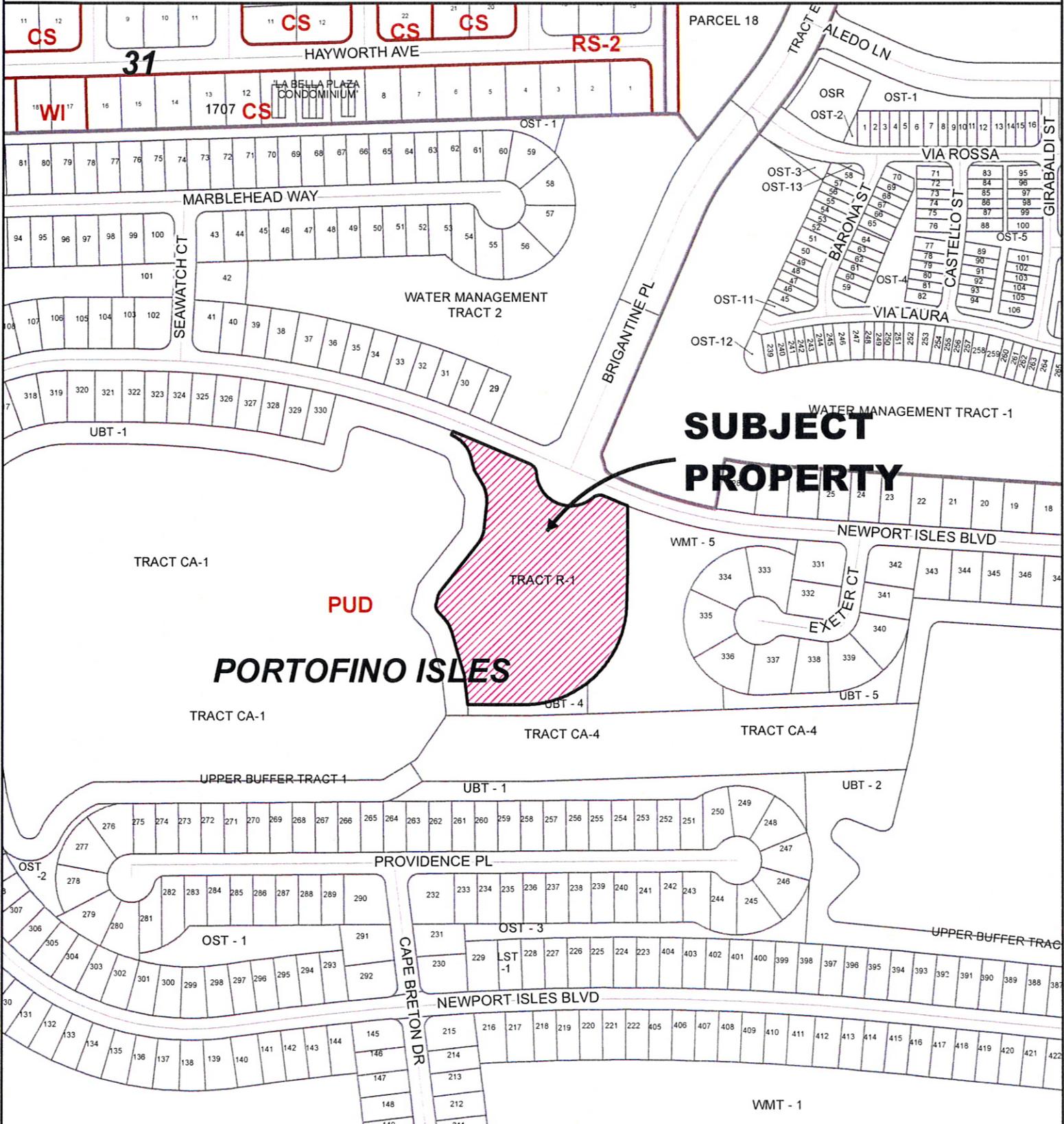


CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

SITE PLAN AMENDMENT
NEWPORT ISLES CLUB HOUSE
PORTOFINO ISLES, TRACT R-1

DATE: 3/7/2016
APPLICATION NUMBER:
P16-020
USER: patricias
SCALE: 1 in = 300 ft

EXISTING ZONING



**SUBJECT
PROPERTY**

PORTOFINO ISLES

PUD



CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

SITE PLAN AMENDMENT
NEWPORT ISLES CLUB HOUSE
PORTOFINO ISLES, TRACT R-1

DATE:	3/7/2016
APPLICATION NUMBER:	P16-020
USER:	patricias
SCALE:	1 in = 300 ft



CULPEPPER & TERPENING, INC.
CONSULTING ENGINEERS | LAND SURVEYORS

C&T Project No.: 12-204.002
File: PSL P&Z
Sender's Email: pferland@ct-eng.com

February 3, 2016

VIA: On-Line & Hand Delivery

Ms. Patricia Tobin, Director
City of Port St. Lucie - Planning & Zoning Dept.
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984

RECEIVED

FEB - 3 2016

PLANNING DEPARTMENT
CITY OF PORT ST. LUCIE, FL

**RE: Newport Isles Club House Parking Addition –
Application for Site Plan Review - Amendment & Detail Plans
City of Port St. Lucie Project No.: 15-XXX
SPRC Submittal**

Dear Ms. Tobin:

On behalf of our client, Newport Isles Property Owners Association, Inc., Culpepper & Terpening, Inc. is pleased to present the Site Plan Amendment and Construction Plan application for the Newport Isles Club House Parking Addition. The purpose of this application is to amend the approved site plan to add a parking lot on the former site of a multi-purpose field.

This submittal will be uploaded on-line and the following hard copies are provided for your convenience:

1. (16) copies Site Plan and Construction Plan Sufficiency Checklists – executed;
2. (16) copies of Cover Letter explaining the purpose and history of the application;
3. (16) copies Completed Application;
4. (16) copies of Agent Letter and Authorization Documentation executed by Newport Isles Property Owners Association, Inc.;
5. (3) Copies of Recorded Deed, and Proof of Paid Taxes;
6. Check in the amount of \$2,631.00 for the total departmental review fees;
7. (16) copies Site Plan Amendment, prepared by Culpepper & Terpening, Inc.;
8. (16) copies Landscape Plan, prepared by Boggs Planning + Landscape Architecture; and
9. (16) copies Construction Plan, prepared by Culpepper & Terpening, Inc.;

As always, should you have any questions, please do not hesitate to contact me at (772)464-3537 or via the email address referenced above.

Sincerely,
CULPEPPER & TERPENING, INC.


Patrick J. Ferland, PE
Principal Engineer

Enclosures: As listed above

Cc: Mike Pirelli, Newport Isles POA
Greg Boggs, Boggs Planning + Landscape

APPLICATION FOR SITE PLAN REVIEW – AMENDMENT

ONLY COMPLETE SUBMISSIONS WILL BE PROCESSED

Application Fee: Refer to "Fee Schedule". Fee is nonrefundable.

CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPARTMENT
(772) 871-5212 FAX: (772)871-5124

P&Z File No. P16-020
Fee (Nonrefundable) \$ 710.00
Receipt # 84212

PRIMARY CONTACT EMAIL ADDRESS: pferland@ct-eng.com

PROJECT NAME: Newport Isles Club House Parking Addition

LEGAL DESCRIPTION: First Replat of Portofino Isles Tract R-1 as recorded in PB43 Pg29

LOCATION OF PROJECT SITE: 1856 SW Newport Isles Blvd

PROPERTY TAX I.D. NUMBER: 4314-502-0018-0006

STATEMENT DESCRIBING IN Addition and construction of a 29 space parking lot and supporting sidewalk for resident
DETAIL PROPOSED CHANGES use at Clubhouse area
FROM APPROVED SITE PLAN: Addition of an accessory building footprint for future development

GROSS SQ. FT. OF STRUCTURE (S): NA

NUMBER OF DWELLING UNITS & DENSITY
FOR MULTI-FAMILY PROJECTS: NA

UTILITIES & SUPPLIER: PSLUSD

GROSS ACREAGE & SQ. FT. OF SITE: 4.12 **ESTIMATED NO. EMPLOYEES: NA

FUTURE LAND USE DESIGNATION: ROI ZONING DISTRICT: PUD

OWNER (S) OF PROPERTY: Newport Isles Property Owners Association, Inc.
Name, Address, Telephone & Fax No.: 1856 SW Newport Isles Blvd, Port St. Lucie, FL 34953
772-626-3060

APPLICANT OR AGENT OF OWNER: Culpepper & Terpening, Inc. c/o Patrick J. Ferland, PE
Name, Address, Telephone & Fax No.: 2980 South 25th St., Fort Pierce, FL 34981
772-464-3537 p 772-464-9497 f

PROJECT ARCHITECT/ENGINEER: Patrick J. Ferland, PE 33125
(Firm, Engineer of Record, Culpepper & Terpening, Inc.
Florida Registration No., Contact 2980 South 25th St., Fort Pierce, FL 34981
Person, Address, Phone & Fax No.) 772-464-3537 p 772-464-9497 f

- I hereby authorize the above listed agent to represent me. I grant the planning department permission to access the property for inspection.
- I fully understand that prior to the issuance of a building permit and the commencement of any development, all plans and detail plans must be reviewed and approved by the City pursuant to Sections 158.237 through 158.245, inclusive, of the zoning ordinance.

NOTE: Signature on this application acknowledges that a certificate of concurrency for adequate public facilities as needed to service this project has not yet been determined. Adequacy of public facility services is not guaranteed at this stage in the development review process. Adequacy for public facilities is determined through certification of concurrency and the issuance of final local development orders as may be necessary for this project to be determined based on the application material submitted.


OWNER'S SIGNATURE

ALEX PERALTA
HAND PRINT NAME

PRESIDENT
TITLE

6-8-15
DATE

NEWPORT
ISLES

PROPERTY OWNERS ASSOCIATION, INC.

1856 SW Newport Isles Blvd. ~ Port Saint Lucie, FL 34953 ~ Phone: (772) 345-1642 ~ Fax: (772) 345-1662

May 15, 2015

City of Port St. Lucie
South Florida Water Management District
St. Lucie County Fire District

RE: Newport Isles Clubhouse Parking Addition

Please be advised that **Newport Isles Property Owners Association, Inc.** hereby authorizes Culpepper & Terpening, Inc. to act as its agents relative to the above referenced property and project.

Sincerely,

Newport Isles Property Owners Association, Inc.

By:  Alex PERALTA PRESIDENT 6-8-15
Signature Print name Title Date

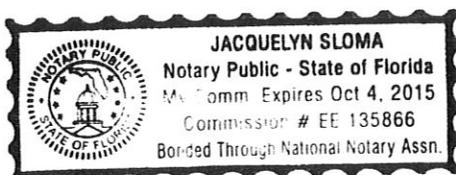
STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 8 day of June, 2015 by Alex Peralta, as President, who is personally known to me on behalf of Newport Isles POA a Florida Corporation.

[Notary Seal or Stamp]

Jacquelyn Sloma
Notary Public - State of Florida

Print Name: JACQUELYN Sloma
My Commission Expires: Oct 4, 2015



THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:

Suzanne E. Paulus, Esq.
GRONEK & LATHAM, LLP
390 North Orange Avenue, Suite 600
Orlando, FL 32801
407-481-5800
Tax Parcel ID Number 4314-502-0018-000/6

QUIT CLAIM DEED

THIS QUIT CLAIM DEED, made and executed this 5th day of December, 2006, **PORTOFINO ISLES PROPERTY OWNERS ASSOCIATION, INC.**, a Florida not-for-profit dissolved Florida corporation, by its Authorized Agent Marie Chandler pursuant to Florida Statutes § 607.1405(4), whose address is 24218 St. Andrews Boulevard, Suite 510, Boca Raton, Florida 33433 (hereinafter referred to as the "Grantor") to **NEWPORT ISLES PROPERTY OWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, whose address is 8198 Jog Road, Suite 200, Boynton Beach, Florida 33437 (hereinafter referred to as the "Grantee"):

(Wherever 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, partnerships [including joint ventures], public bodies and quasi-public bodies.)

WITNESSETH:

THAT the Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release and quit-claim unto the Grantee forever all the right, title, interest, claim and demand which Grantor has in and to that certain land situate in St. Lucie County, Florida, to wit:

Tract R-1, FIRST REPLAT OF PORTOFINO ISLES, according to the Plat thereof, recorded in Plat Book 43, page 29, Public Records of St. Lucie County, Florida ("Property").

Subject to easements and restrictions of record.

TO HAVE AND TO HOLD, the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the Grantor, either in law or in equity, to the only proper use, benefit and behoof of the Grantee forever.

COPY

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name, by its proper officer thereunto duly authorized, on the day and year first above written.

Signed, sealed and delivered in the presence of:

Andrew M. Weiss
Signature
Andrew M. Weiss
Print/Type Name

PORTOFINO ISLES PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

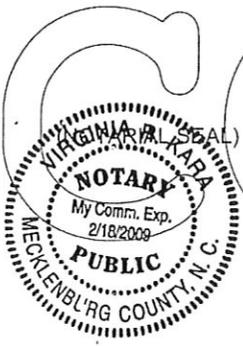
Brian S. Tatum
Signature
Brian S. Tatum
Print/Type Name

By: Marie Chandler
Name: Marie Chandler

Authorized Agent pursuant to Florida Statutes § 607.1405(1)

STATE OF North Carolina
COUNTY OF Mecklenburg

THE FOREGOING INSTRUMENT was acknowledged before me this 5th day of December, 2006, by Marie Chandler, as Director of PORTOFINO ISLES PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation, and who is personally known to me or produced as identification.



Virginia R. Kara
Signature of Notary
Print Name VIRGINIA R. KARA

COPY
- 2 -
COPY

**CITY OF PORT ST. LUCIE
SITE PLAN REVIEW COMMITTEE MEETING MINUTES
FEBRUARY 24, 2016**

A Regular Meeting of the SITE PLAN REVIEW COMMITTEE of the City of Port St. Lucie was called to order by Chair Cox on February 24, 2016, at 1:30 p.m., at Port St. Lucie City Hall, Building B, 1st Floor, Training Room, 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida.

1. CALL TO ORDER

2. ROLL CALL

Members Present: Roxanne Chesser, Engineering
Clyde Cuffy, Engineering
John Finizio, Planner
Keith Glover, Building
Steve Harnage, Utilities
Katherine Huntress, Planner
Frank Knott, Engineering
Thresiamma Kuruvilla, Planner
Michael Lapelletier, Utilities
Edith Majewski, Engineering
Daniel Robinson, Technician
Christine Skurka, Planning and Zoning Board

Non-Voting

Members Present: Captain Debbie Knupp, St. Lucie County Fire District, Fire
Marshal's Office

Others Present: Denise French, Deputy City Clerk

3. APPROVAL OF MINUTES

There being no corrections, the minutes were unanimously approved.

4. ADDITION AND DELETIONS

There were no additions or deletions to the agenda.

5. PUBLIC TO BE HEARD

There was no public to be heard.

6. REVIEW OF DEVELOPMENT PROJECTS

**P16-018 PANDA EXPRESS @ SOUTHERN GROVE – SITE PLAN WITH
CONSTRUCTION PLANS**

Ms. Huntress said, "We intend to table this item, because the applicant was coming from Georgia, but is no longer coming."

Ms. Huntress **moved** to table P16-018, Panda Express @ Southern Grove – Site Plan with Construction Plans. Mrs. Majewski **seconded** the motion, which **passed unanimously** by voice vote.

→ **P16-020 NEWPORT ISLES CLUB HOUSE PARKING ADDITION – SITE PLAN AMENDMENT WITH CONSTRUCTION PLANS** ←

Pat Ferland, Culpepper & Terpening, Inc., represented the applicant.

Mr. Ferland said, "The only thing unknown is the schools. The comments are pretty light and I think we can address those. I have been trying to get back to you regarding the other complication, but you are a hard man to get a hold of these days." Mr. Vitale asked, "We were wondering if the 26 or 27 parking spaces allowed the parents to park inside there and bring the buses back in?" Mr. Ferland answered, "There has been a Board meeting since the previous application. I showed them your letter and told them that you wanted to come back around the roundabout with the pickups, I wish I had been wearing a bullet proof vest when I said that. I know you are adamant on getting it inside and they are adamant on not having it inside, so now I'm between a rock and a hard place. The CDD paved a few parking spaces along Brevity Boulevard to help a little bit. I don't know if we can resolve it sitting here, because I do not have an answer that you want to hear and I don't have an answer that they want to hear. Mr. Vitale said, "We can have a meeting at the School Board to resolve this. After this meeting, I will give you my number and we can handle this all together." Mr. Ferland said, "Thank you very much for that and I would like to ask for conditional approval today." Ms. Huntress asked, "Please keep us informed with what transpires with that meeting. Is the impervious increase more than 5%?" Mr. Ferland answered, "There is no increase."

Ms. Huntress **moved** to recommend approval with comments noted by the Committee and School Board of P16-020, Newport Isles Club House Parking Addition – Site Plan Amendment with Construction Plans. Ms. Majewski **seconded** the motion, which **passed unanimously** by voice vote.

P16-027 7/11 @ VILLAGE GREEN – SITE PLAN AMENDMENT

Nim Robinson, Bowman Consulting Group, represented the applicant.

Ms. Huntress asked, "Do you have any questions or comments, Ms. Robinson?" Ms. Robinson answered, "No."

Ms. Huntress **moved** to approve P16-027, 7/11 @ Village Green – Site Plan amendment with comments as noted by the Committee. Mr. Knott **seconded** the motion, which **passed unanimously** by voice vote.

P16-016 SOUTHERN GROVE PLAT NO. 16 – PRELIMINARY AND FINAL PLAT



CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7D
Meeting Date: 3/28/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager *JB*

THRU: Daniel Holbrook, Assistant City Manager – Community *DH*
Development Director

FROM: Patricia A. Tobin, AICP, Planning and Zoning Director *P.A.T.*

Agenda Item: Motion: Major Site Plan Application-Southern Self Storage
(P16-007)

Submittal Date: 3/15/2016

STRATEGIC PLAN LINK: This item is consistent with Goal 3: Balanced and Responsible Sustainable Growth.

BACKGROUND: The proposed project consists of a 12,625 square foot one story office building, a 16,250 square foot one story office building, an 85,800 square foot three story storage building, a 5,400 square foot one story storage building, and a 3,800 square foot one story storage building; for a total of 28,875 square feet in office and 95,000 square feet in storage.

ANALYSIS: See attached staff report.

FINANCIAL INFORMATION: NA

LEGAL INFORMATION: NA

SITE PLAN REVIEW COMMITTEE RECOMMENDATION: The Site Plan Review Committee unanimously recommended approval of the site plan at their February 10, 2016 meeting.

SPECIAL CONSIDERATION: NA

PRESENTATION INFORMATION: NA

REQUESTED MEETING DATE: 3/28/2016

LOCATION OF PROJECT: The property is located on the north side of Village Parkway, south of Tradition's irrigation pumping facility and Hometown Cable's facility and communication tower, east of the access road to this facility, and west of a water management tract and Salvatierra Boulevard.

ATTACHMENTS: Staff report, maps, application, and site plan

PT/kh

RECEIVED

MAR 18 2016

CITY MANAGER'S OFFICE



City of Port St. Lucie

Planning and Zoning Department Memorandum

TO: CITY COUNCIL – MEETING OF MARCH 28, 2016

FROM: KATHERINE H. HUNTRESS, PLANNER *KHH*

RE: MAJOR SITE PLAN APPLICATION
SOUTHERN SELF STORAGE AT TRADITION
PROJECT NO. P16-007

DATE: MARCH 15, 2016

APPLICANT: Michael Sanchez of Managed Land Entitlements is acting as the agent.

OWNER: Storage Partners at Tradition, Inc.

LOCATION: The property is located on the north side of Village Parkway, south of Tradition's irrigation pumping facility and Hometown Cable's facility and communication tower, east of the access road to this facility, and west of a water management tract and Salvatierra Boulevard.

LEGAL DESCRIPTION: The property is legally described as Tradition Plat No. 53, Parcel 1.

SIZE: 5.34 acres.

FUTURE LAND USE: NCD (New Community Development).

EXISTING ZONING: Tradition MPUD (Master Planned Unit Development) / Mixed Use Area.

EXISTING USE: Cleared vacant land.

SURROUNDING USES: North, south, east, and west = Tradition MPUD (Master Planned Unit Development) zoning. North = existing Tradition mixed utility facility. South = existing road right of way and then a multifamily residential development. East and west = existing water management tracts and then a single family residential development.

PROPOSED PROJECT: The proposed project consists of a 12,625 square foot one story office building, a 16,250 square foot one story office building, an 85,800 square foot three story storage building, a 5,400 square foot one story storage building, and a 3,800 square foot one

story storage building; for a total of 28,875 square feet in office and 95,000 square feet in storage.

CONCURRENCY REVIEW: The project has been reviewed for compliance with Chapter 160, City Code, regarding provision of adequate public facilities and documented as follows:

Sewer/Water Service: The City of Port St. Lucie will be the provider of utilities for the proposed project.

Transportation: The proposed site plan is projected to generate 556 average daily trips with 58 a.m. peak hour vehicle trips and 68 p.m. peak hour vehicle trips on the roads adjacent to the project according to the Institute of Transportation Engineers Trip Generation Manual, 9th Edition.

Parks/Open Space: N/A

Stormwater: The project will include a paving and drainage plan that is in compliance with the adopted level of service standard.

Solid Waste: Solid waste impacts are measured and planned based on population projections on an annual basis. There is adequate capacity available.

Public School Concurrency Analysis: N/A

ZONING REVIEW: The project has been reviewed for compliance with the requirements of Chapter 158, Zoning Code and documented as follows:

Use: The proposed use of the property is office buildings and a self-storage facility which is a permitted use in the Tradition MPUD (Master Planned Unit Development)/Mixed Use Area.

Building Height: The maximum proposed height of the three story storage building is 42 feet 4 inches. The maximum height allowed in the MPUD is 100 feet.

Setbacks: The proposed setbacks shown on the site plan are in accordance with the required setbacks of the Tradition MPUD.

Parking: The site is required to have 157 parking spaces and 157 spaces are being provided.

Dumpster Enclosure: The site plan includes dumpster enclosures which allows for general refuse and recyclable refuse.

Architectural Design Standards: Tradition Architectural Review Board has approved this project.

NATURAL RESOURCE PROTECTION REVIEW: The project has been reviewed for compliance with the requirements of Chapter 157, Natural Resource Protection Code and documented as follows:

Native Habitat/Tree Protection: The Tradition DRI includes all required mitigation.

Wildlife Protection: The site has previously been cleared.

OTHER:

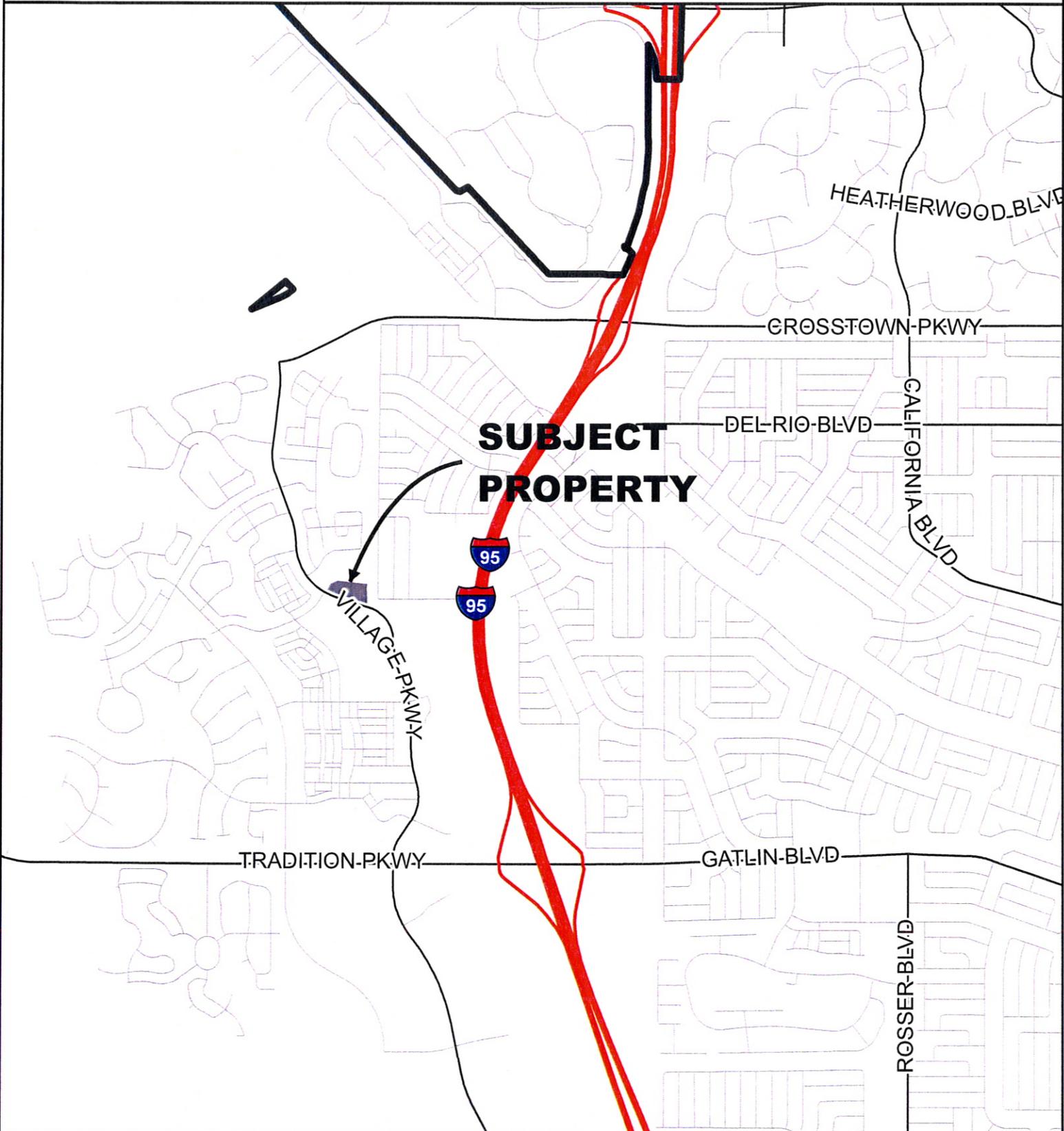
Fire District: The access location (external and internal) has been approved by the Fire District for safety purposes.

Art in Public Places: The applicant has chosen to pay a fee of \$50,000.00 in lieu of providing artwork on site or donating artwork to the City of Port St. Lucie.

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. The Site Plan Review Committee reviewed the request at their meeting on February 10, 2016 and unanimously recommended approval.

GENERAL LOCATION

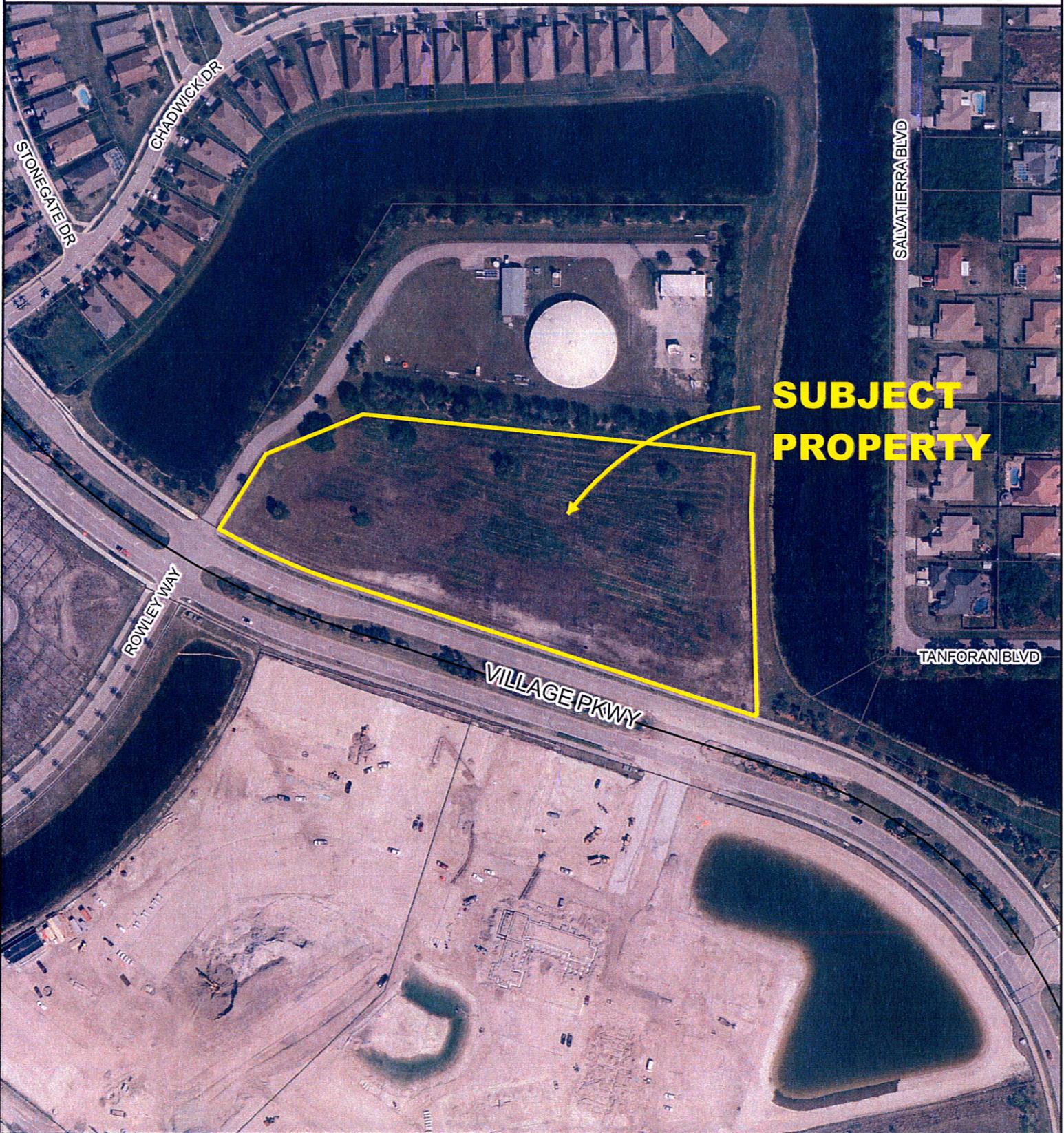


CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

SITE PLAN
SOUTHERN SELF STORAGE AT TRADITION
TRADITION PLAT NO. 53

DATE:	2/3/2016
APPLICATION NUMBER:	P16-007
USER:	patricias
SCALE:	1 in = 0.5 miles

AERIAL



**SUBJECT
PROPERTY**



CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

SITE PLAN
SOUTHERN SELF STORAGE AT TRADITION

TRADITION PLAT NO. 53
AERIAL DATE 2014

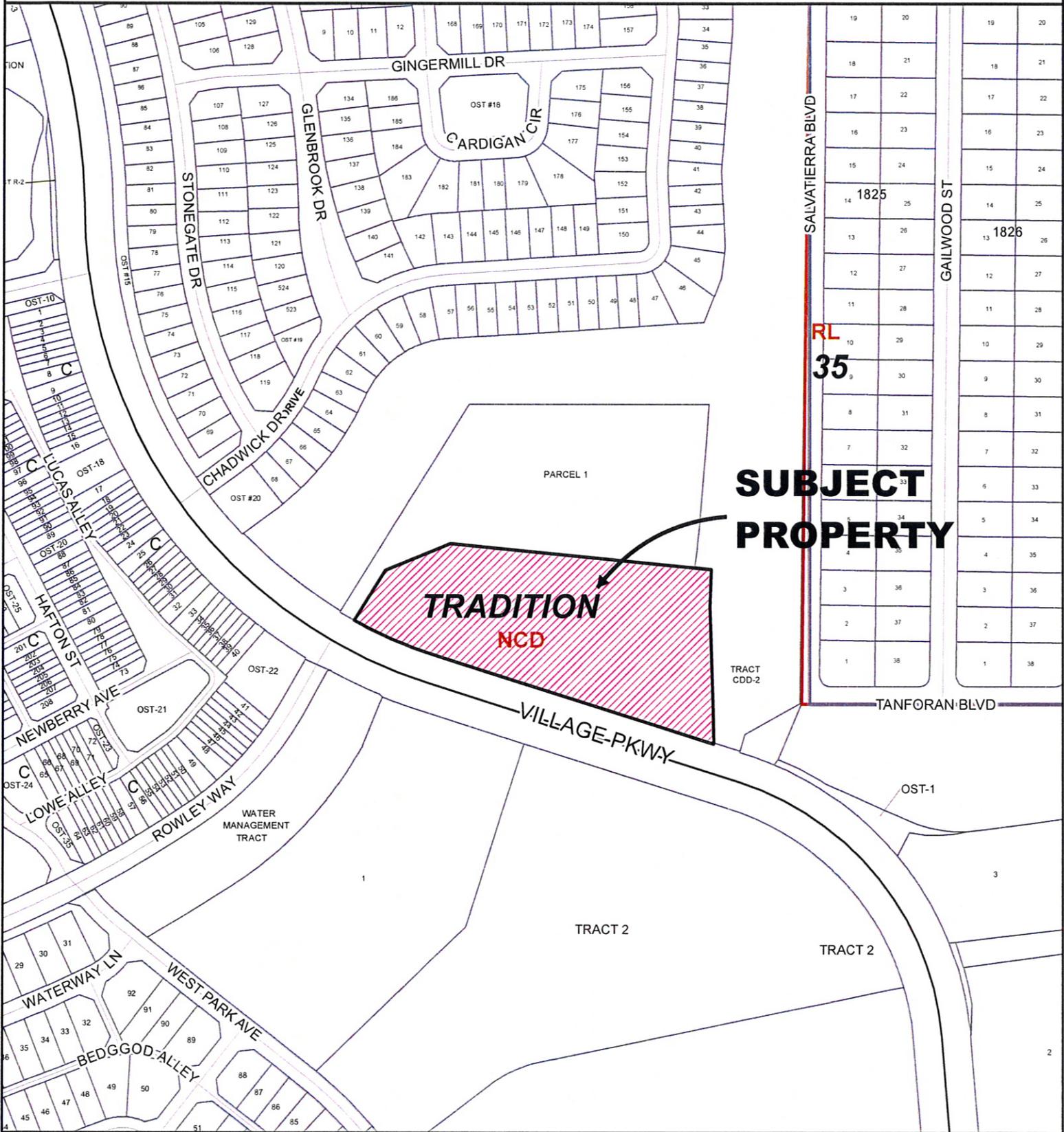
DATE: 2/3/2016

APPLICATION NUMBER:
P16-007

USER:
patricias

SCALE: 1 in = 200 ft

FUTURE LAND USE

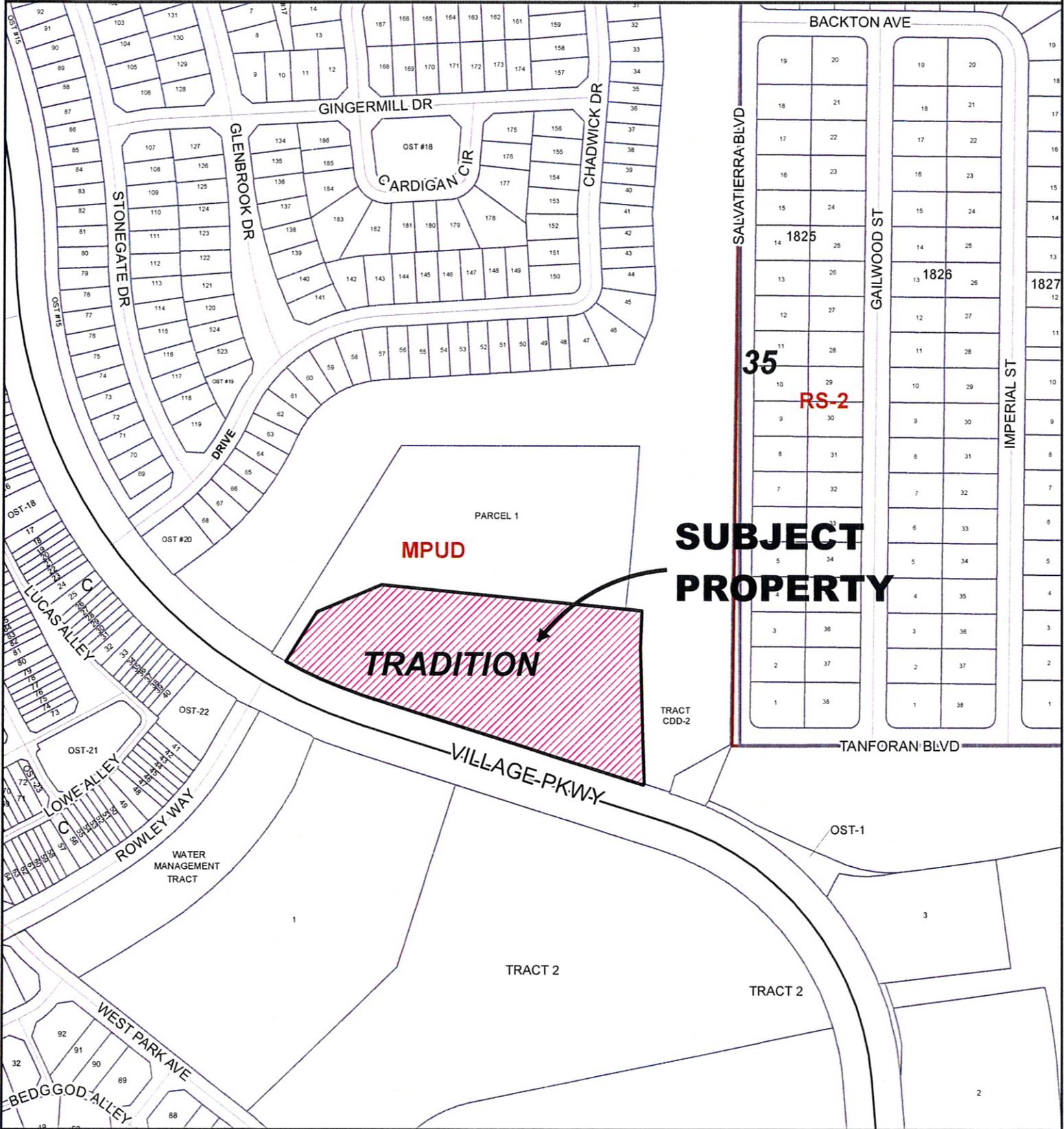


CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

SITE PLAN
SOUTHERN SELF STORAGE AT TRADITION
TRADITION PLAT NO. 53

DATE:	2/3/2016
APPLICATION NUMBER:	P16-007
USER:	patricias
SCALE:	1 in = 300 ft

EXISTING ZONING



CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

SITE PLAN
SOUTHERN SELF STORAGE AT TRADITION
TRADITION PLAT NO. 53

DATE: 2/3/2016
APPLICATION NUMBER: P16-007
USER: patricias
SCALE: 1 in = 300 ft



Strategic management of land development design, entitlements and permitting.

January 18, 2016

Ms. Anne Cox
Assistant Director of Planning and Zoning
Planning and Zoning Department
City of Port St. Lucie
121 SW Port St. Lucie Boulevard
Building B
Port St. Lucie, Florida 34984

JAN 19 2016

Re: Southern Self Storage at Tradition (Tradition Plat No. 53)
Application for Site Plan Approval

Dear Ms. Cox:

Please accept the enclosed items listed below being submitted in support of an application for site plan approval for the proposed Southern Self Storage at Tradition project. This submittal includes the one (1) hard copy that you requested, and we submitted have digital files of all of the documents listed below and enclosed herewith via the City's online submittal portal.

- ❖ Site Plan Application
- ❖ Check in the amount of \$17,844.81 for site plan application fees
- ❖ Application fee breakdown from City.
- ❖ Owner Authorization
- ❖ Project Narrative/Cover Letter
- ❖ Traffic and Drainage Statement
- ❖ Deeds/Proof of Ownership
- ❖ Approval letter and stamped approved site plan from Tradition Community Association
- ❖ Site Plan with utilities and drainage
- ❖ Site Details
- ❖ Conceptual Architectural Package
- ❖ Boundary and Tree Survey

Should you have any questions or require additional information, please do not hesitate to contact me. We thank you for your continued assistance on this application.

Best regards,

Michael J. Sanchez, AICP
Principal

c. Storage Partners at Tradition, LLC



Strategic management of land development design, entitlements and permitting.

SOUTHERN SELF STORAGE AT TRADITION

CITY OF PORT ST LUCIE SITE PLAN REVIEW

PROJECT NARRATIVE

JANUARY 18, 2016

FILED

JAN 19 2016

PLANNING DEPARTMENT
CITY OF PORT ST LUCIE, FL

REQUEST SUMMARY

Storage Partners at Traditions, LLC (the "Applicant"), hereby respectfully requests site plan approval from the City of Port St. Lucie (the "City") for a self-storage/office development proposed on the 5.36-acre property located on the north side of SW Village Parkway immediately south of the Tradition Florida Water Re-Use Facility (the "Tradition Utility Parcel") and legally referred to as "All of Plat of Tradition Plat No. 53" (the "Property").

PROPERTY BACKGROUND

The majority of the Property (approximately 4.6 acres) was purchased by the Applicant from Tradition Development Company, LLC, in 2006 with the balance (approximately 0.7 acres) being purchased by the Applicant in 2009. Both current deeds associated with the Property (included with this submittal) contain restrictions that limit the development on site to 95,000 square feet of self-storage warehouse and 30,000 square feet of professional office use.

The Property, together with the Tradition Utility Parcel to its north, is located on Parcel 8 depicted on the Tradition MPUD Master Plan and contains a Mixed Use designation on said Master Plan.

The Property is currently vacant.

PROJECT DETAILS

General Project Description

The Applicant is proposing a project consisting of 28,875 square feet of professional office space located in two (2), one-story buildings and 95,000 square feet of self-storage space within one (1) three-story building containing 85,800 square feet (the "Main Storage Building") and two (2) single-story buildings containing 5,400 square feet and 3,800 square feet (collectively, the "Project").

Site Design

Below are details of the proposed site design listed in point-form:

- ❖ The Project site has been designed such that the primary office and storage buildings are aligned in a linear fashion parallel to SW Village Parkway.
- ❖ Two (2) vehicular access points are proposed: one at the east end of the Project which aligns with the existing median opening along SW Village Parkway, and another at the west end of the Project that is proposed to tie into the driveway leading to the Tradition Utility Parcel from SW Village Parkway. As per direction received from the City Engineer as part of a preliminary review of the proposed site plan, an east/southbound left turn lane within the SW Village Parkway median is being provided at the east entrance. There already exists an east/southbound left turn lane within the SW Village Parkway median leading to the driveway at the west entrance. An access easement is proposed within the driveway leading to the Tradition Utility Parcel to allow shared access up to the Project west driveway.
- ❖ The Main Storage Building will be secured from the remainder of the Project with an eight (8) foot tall decorative aluminum fence as depicted on the Site Details Sheet (SP-2) being submitted herewith. Gates will provide vehicular access to the driveway and loading areas that surround the Main Storage Building. Vehicular traffic will enter on the east side of the building through a sliding gate using a keypad located at the entrance and will exit the loading area on the west side. Loading into the Main Storage Building will take place via central access points into the building on the east and west sides of the building behind the secured access. Access to the smaller storage buildings will be via overhead bay doors on the fronts of the buildings facing the Main Storage Building.
- ❖ The storefronts of the office units within the westernmost office building will face south and east. The storefronts of the office units in the middle office building will face north and south. Convenient and sufficient parking has been provided to all office units.
- ❖ Sidewalks and access aisles connecting all buildings on site and providing access to the sidewalk along SW Village Parkway have been provided.
- ❖ Dry detention areas have been provided on the east and north sides of the Project.
- ❖ Please see the "Landscaping" section of this narrative regarding landscape buffers.

Architecture

The design team lead by architect Patrick Pillot has vast experience is designing self-storage facilities and commercial properties. Using their experience, the Tradition Architectural Guidelines and input from the ownership team, Mr. Pillot and his team have created what we believe to be an attractive and compatible addition to Tradition. They treated all buildings like a unified campus with consistent materials and elements for the self-storage and office buildings alike. The architect proposes variations in roof lines, vertical and horizontal articulations along all facades, and varying colors and materials. All of these design strategies help relate the buildings to the scale of the pedestrians, the residential buildings surrounding the site, and the desirable pedestrian scale of Tradition. The use of projecting roofs at each pedestrian entrance, window awnings, extensive use of storefront glass, and careful placement of parapet walls to conceal equipment all work together to convey this consistent design language. In particular, the extent of glazing for the Main Storage Building is far greater than typical for the self-storage industry. Secondary facades that are not visible from the street, such as back of the Main Storage Building and single story storage buildings continue this variation in materials and articulation for a consistent appearance from adjacent properties.

Included with this submittal is a 3D architectural presentation of the proposed architectural design of the Project complete with elevations, floor plans and perspectives from numerous viewpoints and heights as well as details on signage, colors and materials specified on the last few pages of the presentation package.

Interior layout of Main Storage Building: The interior of the Main Storage Building will be divided into storage bays of various sizes ranging from approximately 25 square feet to 200-250 square feet. The leasing office for

the Property was purchased in 2009, the PUE was never relocated to the east property line. Our office has contacted all parties that have interest in the PUE, and the only facilities that have been determined to exist in the PUE are FPL facilities that serve the Tradition Utility Parcel to the north (As of the date of the preparation of this narrative, our office is still awaiting feedback from Hometown Cable regarding whether any of its facilities exist in the easement). FPL has indicated that it has no objection to the relocation of the PUE to the east Property line, so long as the Applicant pays for the relocation of the existing utilities in the PUE. The site plan being submitted herewith depicts the proposed relocation of the PUE to the east property line, and the Applicant will work with all utilities with interest in the PUE regarding the relocation of the PUE upon approval of the Project site plan but prior to construction. Any FPL facilities that serve the Tradition Utility Parcel will be relocated such that there is no interruption to the operation of the Utility Parcel.

TRADITION DESIGN REVIEW COMMITTEE APPROVAL

On January 7, 2016, the Tradition Florida Design Review Committee (the "Committee") reviewed the proposed site plan, landscape plan and architectural plans for the Project. The Committee approved the site plan with conditions, requested minor changes to the landscape plan and is still reviewing the proposed architecture. Enclosed with this submittal is the site plan approval letter issued by the Committee.

With regard to the comment noted in the approval letter regarding relocating the drainage inlet at the east driveway, the Project civil engineer, Culpepper & Terpening, coordinated with the Committee's engineer subsequent to the DRC meeting, and it was determined that the inlet can remain in its current location due to it being at the low point in the roadway but will be replaced with a gutter inlet with steel traversable grates.

With regard to landscaping, the Project team is revising the landscape plans to address the requests from the Committee and will diligently pursue the approval of the landscape design by the Committee prior to submittal of the landscape plan to the City.

With regard to architecture, the Project team is awaiting final feedback from the Committee regarding the proposed design and will incorporate any changes requested by the Committee into the first resubmittal to the City on the subject application to address the City's review comments.

A WORD ABOUT SOUTHERN SELF STORAGE

Southern Self Storage in Florida and Northern Self Storage in Ontario, Canada, were started by its founders in 1985 and grew to 20 storage properties by 1996. All properties have enclosed perimeters with computerized gated access for security and customer convenience. In 1996, the company sold 11 self-storage properties to Public Storage while retaining nine (9) storage properties. Today, the company owns and operates 18 self-storage properties in Florida and five (5) in Ontario, Canada.

CLOSING

The Project team appreciates City's review of the proposed Project and looks forward to bringing the Project to fruition to serve the needs of the growing community.

APPLICATION FOR SITE PLAN REVIEW

ONLY COMPLETE SUBMISSIONS WILL BE PROCESSED

CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPARTMENT
(772) 871-5212 FAX: (772) 871-5124

P&Z File No. P16-007
Fees (Nonrefundable) \$ 15,913.13 Arch.: \$ _____
Receipt #'s: 80540

PRIMARY CONTACT EMAIL ADDRESS: michael@mylandentitlements.com

PROJECT NAME: Southern Self Storage at Tradition

JAN 19 2016

LEGAL DESCRIPTION: All of Plat of TRADITION PLAT NO. 53 (Plat Book 58, Pages 24-25)

LOCATION OF PROJECT SITE: SW Village Parkway immediately south of Tradition Water Re-Use Facility.

PROPERTY TAX I.D. NUMBER: 4304-801-0001-000-1

STATEMENT DESCRIBING IN DETAIL Please see attached Project Narrative.

THE CHARACTER AND INTENDED USE OF THE DEVELOPMENT: Please see attached Project Narrative.

GROSS SQ. FT. OF STRUCTURE (S): 123,875 square feet (28,875 SF of office; 95,000 SF of self-storage)
NUMBER OF DWELLING UNITS & DENSITY FOR MULTI-FAMILY PROJECTS: N/A

UTILITIES & SUPPLIER: Water & Sewer: Port St Lucie Utility Systems Department

GROSS ACREAGE & SQ. FT. OF SITE: 232,577 SF (5.34 acres) **ESTIMATED NO. EMPLOYEES: 120-150

FUTURE LAND USE DESIGNATION: NCD ZONING DISTRICT: MPUD

OWNER(S) OF PROPERTY: Storage Partners at Traditions, LLC
Name, Address, Telephone & Fax No.: 3300 PGA Boulevard, Suite 350
Palm Beach Gardens, Florida 33410 561-775-7393

APPLICANT OR AGENT OF OWNER: Michael Sanchez/Managed Land Entitlements, LLC
Name, Address, Telephone & Fax No.: 3710 Buckeye Street, Suite 100 561-568-8045
Palm Beach Gardens, Florida 33410 michael@mylandentitlements.com
Architect: Civil Engineer:

PROJECT ARCHITECT/ENGINEER: Patrick M. Pillot Architect, Inc. Culpepper and Terpening, Inc
(Firm, Engineer Of Record, 1267 Second Street 2980 South 25th Street
Florida Registration No., Contact Sarasota, Florida 34236 Fort Pierce, Florida 34981
Person, Address, Phone & Fax No.) Contact: Patrick Pillot (941) 955-7375 Contact: Stefan Matthes (772) 464-3537
FL License # AR0011554 Florida P.E. Reg. # 38723

- I hereby authorize the above listed agent to represent me. I grant the planning department permission to access the property for inspection.

- I fully understand that prior to the issuance of a building permit and the commencement of any development, all plans and detail plans must be reviewed and approved by the City pursuant to Sections 158.237 through 158.245, inclusive, of the zoning ordinance.

*When a corporation submits an application, it must be signed by an officer of the corporation. Corporation signatures must be accompanied with an approved resolution authorizing the individual to sign such applications.

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.

[Signature] OWNER'S SIGNATURE Peter V. Cowie HAND PRINT NAME Manager TITLE _____ DATE

This Instrument prepared by:
Barry E. Somerstein, Esq.
Ruden, McClosky, Smith,
Schuster & Russell, P.A.
P.O. Box 1900
Fort Lauderdale, FL 33302

COPY
SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made this 26th day of June, 2006, between TRADITION DEVELOPMENT COMPANY, LLC, a Florida limited liability company, having an address at 40521 S.W. Village Center Drive, Suite 201, Port St. Lucie, Florida 34987 (hereinafter called the "Grantor"), and STORAGE PARTNERS AT TRADITIONS, LLC, a Florida limited liability company, having an address at 3300 PGA Boulevard, Suite 400, Palm Beach Gardens, FL 33410 (hereinafter called the "Grantee").

(Wherever used herein the terms "grantor" and "grantee" shall include singular and plural, heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires)

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration to Grantor in hand paid by Grantee, receipt of which is hereby acknowledged, has granted, bargained and sold to Grantee, and Grantee's heirs, successors and assigns forever, the following described land, situate, lying and being in St. Lucie County, Florida, to wit:

See Exhibit "A" attached hereto and made a part hereof ("Property").

SUBJECT TO:

- COPY**
- (a) Taxes and assessments for the year 2006 and subsequent years.
 - (b) Special assessment liens imposed by the Westchester Community Development District 1.
 - (c) Zoning restrictions and prohibitions imposed by governmental authority.
 - (d) Restrictions, agreements, covenants, conditions, reservations, dedications and easements of record, but this provision shall not operate to reimpose the same.
 - (e) All matters that an accurate survey may reveal.

(f) Commercial Charter for Tradition recorded in Official Records Book 2098, Page 1697, as amended, of the Public Records of St. Lucie County, Florida, (collectively "Master Declaration").

(g) Matters appearing on the site plan and/or plats pertaining to the Property.

(h) Those matters described in Exhibit "B" attached hereto and made a part hereof.

(i) Terms, conditions, restrictions and limitations of the Memorandum of Lease with Publix Supermarkets, Inc. recorded in Official Records Book 2033, Page 612, as amended by First Amendment to Memorandum of Lease as recorded in Official Records Book 2252, Page 1137, both of the Public Records of St. Lucie County, Florida recognizing that Publix Supermarkets, Inc. is not leasing the Property.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in otherwise appertaining.

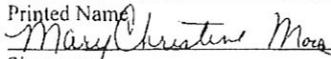
TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through and under Grantor.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of


Signature J. Paul Fanning

Printed Name

Signature Mary Christine Moore
Printed Name

TRADITION DEVELOPMENT COMPANY, LLC, a Florida limited liability company


By: James Anderson
Name: James Anderson
Title: Executive Vice President

FTL 1860244:4

COPY

STATE OF FLORIDA)
) SS:
COUNTY OF ST. LUCIE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by James A. Anderson the CEO of TRADITION DEVELOPMENT COMPANY, LLC, a Florida limited liability company, freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said entity. He is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 26th day of June, 2006.



Mary Christine Moore
Notary Public

Mary Christine Moore

Typed, printed or stamped name of Notary Public

My Commission Expires:

COPY

COPY

FTL 1800244.4

EXHIBIT "B"

The following restrictions, covenants and provisions shall be deemed a part of the conveyance described in the Special Warranty Deed to which these Deed Restrictions are attached and shall be deemed covenants running with the land applicable to the property described in such Special Warranty Deed ("Property") and shall be binding upon the owner of the Property and its successors and assigns, to wit:

1. In order to assure uniformity and compatibility of the development within the Community known as "Tradition" ("Project") Grantee acknowledges and agrees that Grantee's use of the Property ("Proposed Use") shall be for developing thereon (i) a self-storage warehouse project consisting of not more than an aggregate of 95,000 square feet not to exceed thirty five (35) feet in height and (ii) professional office buildings consisting of not more than an aggregate of 30,000 square feet not to exceed forty-two (42) feet in height. The Property shall not be used for any life-science, medical research and/or bio-technology uses (including, without limitation, office space for said uses) without Grantor's prior written consent, which consent may be withheld in Grantor's sole and absolute discretion). Outdoor storage of cars, boats and recreational vehicles at ground level (not stacked) in connection with the self-storage warehouse use shall be permitted provided Grantee shall construct a berm or wall that is at least 6 feet in height from finished floor elevation (and if a wall is utilized, it shall include columns and five feet (5') of articulation every forty feet (40') and landscaping along all boundaries of the Property so that said outdoor storage of cars, boats and recreational vehicles shall not be visible from off the Property (said berm or wall and landscaping to be approved by Grantor and the Tradition Commercial Association, Inc. (the "Association") in their sole and absolute discretion). Grantee shall be responsible for any governmental requirements in connection with the Proposed Use.
2. For a period of twenty (20) years from the date hereof, (i) the Property shall be restricted to the Proposed Use; and (ii) neither Grantee, nor its successors in interest or assigns, shall seek to obtain any change in zoning, use or density of the Property or any part thereof without the prior written consent of Grantor, which consent may be withheld by Grantor in its sole and absolute discretion.
3. Grantor reserves all rights with respect to the name "Tradition" or any association or club created in connection therewith; provided, however, that Grantee shall have the right to use "at Tradition" or "of Tradition" as part of the name of Grantee's development. Except as set forth above, Grantee shall have no right whatsoever to any of such names in connection with the Property or in any advertising or promotional materials or in any other manner without the prior written consent of Grantor."

FTL-1800244.6

COPY

different use (which consent shall not be unreasonably withheld). All architectural exterior elevations, site plans (or changes to the approved site plan), signage (temporary and/or permanent) utility plans, drainage plans and landscaping plans for any development and/or construction on the Property, whether conceptual, preliminary, proposed or final and all modifications, alterations and additions thereto ("Plans") must be submitted to Grantor and Association and shall be subject to Grantor's and Association's written approval and all infrastructure improvements, buffers, lakes, retention areas, conservation areas and/or open space shall additionally require the approval of Grantor and the Association. The approval of such Plans may be based on aesthetic grounds of Grantor and the Association, provided Grantor agrees that it shall not unreasonably withhold its approval to such Plans if such Plans are consistent with Grantor's design guidelines. Additionally, Grantor agrees that in the event that Grantor does not approve or disapprove such Plans within ten (10) business days of delivery to Grantor of such Plans and reasonable documents related thereto as Grantor may request (which may include Grantor's request for additional documentation in connection therewith), then Grantor shall be deemed to have approved such Plans. No construction or installation of any improvements or development of any portion of the Property acquired by Grantee shall be undertaken, except in accordance with the complete and final Plans which have been approved in writing by Grantor and Association as set forth above (which Plans, if approved by Grantor and the Association, referred to as the "Approved Plans"). Grantor hereby agrees that during such period of time as Grantor controls the Association, that the written approval of Grantor to the Plans shall also constitute the written approval of the Plans by the Association.

Grantee shall submit to Grantor, and Grantor shall have the right to approve, any and all modifications to the Plans (made either before or after any Closing). Grantor shall also have the right to review and approve any and all material modifications to the Plans required by any applicable governmental agency, including, without limitation, St. Lucie County, Florida.

Grantee shall perform all construction and development of any work to be performed by or through Grantee substantially in accordance with the Approved Plans.

7. Grantor reserves the right of access and entry at any time upon and over the Property in order to enforce Grantor's rights and to inspect the Property and any improvements thereon; provided, however, that the utilization of this right shall not unreasonably interfere with the development or use of such Property upon reasonable notice to Grantee and accompanied by Grantee's representative if they are available. In addition to Grantor's rights hereunder, Grantor and the Association shall have additional access rights pursuant to the Declaration.
8. Grantee acknowledges that Grantor is in the initial stages of its development of the Project and that certain further documents may be executed by Grantor and recorded in the Public Records of St. Lucie County in connection with such development. In accordance therewith, Grantee hereby consents to the recording of such matters as are customary in the initial stages of developments such as the Project, including, but not limited to, agreements with and easements to drainage district, utility companies, property owner's associations, cable companies and agreements or orders with or by governmental or quasi-governmental authorities, provided that none of the above would interfere with Grantee's planned

development of the Property contemplated by the site plan approved by Grantor based on the largest footprint of a Proposed Use.

9. Grantee shall not damage, cause to be damaged or permit to be damaged any property or improvements in the Project owned by Grantor or the Association, which improvements shall include, but are not limited to, streets, drainage lines, central water lines, central sewer lines, signage, landscaping, entry features, irrigation systems, lakes, lake banks, wetlands or littoral areas and Grantee assumes full responsibility and liability for any reconstruction, maintenance or repair of any such improvements arising as a proximate cause from Grantee's construction activities or the construction activities of Grantee's employees, contractors, subcontractors or agents. Should Grantee fail to promptly reconstruct, maintain and repair any such improvements damaged by Grantee, its employees, agents, contractors or subcontractors, or to pay the cost of such reconstruction, maintenance or repair, then Grantor shall be entitled to all other remedies available at law or in equity. Grantor shall have the right, but not the obligation, after notice to Grantee specifying such damage and ten (10) days to cure, to perform such reconstruction, maintenance or repair and Grantee shall be liable to reimburse Grantor for any and all reasonable out of pocket costs and expenses in connection with such activities. Notwithstanding the above, Grantor shall not perform any such reconstruction, maintenance or repair (unless an emergency exists) if such respective damage cannot be cured within a respective ten (10) day period and Grantee has commenced same within such ten (10) day period and diligently continues same to completion within a reasonable time. Grantee agrees that prior to performing its construction activities, it will coordinate with the appropriate utility authorities for location and stub-out of existing utility facilities. In the event Grantee causes damage to the Project or any portion thereof and fails to cure such damage within the cure period set forth above, Grantee shall immediately reimburse Grantor for any reasonable costs incurred by Grantor in curing such damage without Grantor waiving its other rights and remedies available against Grantee as may otherwise be available at law or in equity with respect to such damage.

FFL 1800244.4

COPY

EXHIBIT "A"

Parcel 2 as shown on Tradition Plat No. 10 according to the Plat thereof recorded in Plat Book 43, at Pages 19 and 19A-19C of the Public Records of St. Lucie County, Florida ("Property").

COPY

COPY

FTL 1800244-4
COPY

STORAGE PARTNERS AT TRADITIONS, LLC
3300 PGA BOULEVARD, SUITE 350
PALM BEACH GARDENS, FLORIDA 33410

January 7, 2016

Ms. Anne Cox
City of Port St. Lucie
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida 34984-5099

Re: Owner Authorization for Site Plan Application and Development Approvals/Permits
Southern Self Storage at Tradition
Tradition Plat No. 53 (Parcel ID: 4304-801-0001-000-1)

Dear Ms. Cox:

Please accept this letter to serve as authorization by Storage Partners at Traditions, LLC ("Owner"), owner of the above-referenced property (the "Property"), for Michael Sanchez of Managed Land Entitlements, LLC, to act on the Owner's behalf as it relates to any and all development approvals and permits required for the above-referenced Southern Self Storage at Tradition project (the "Project") that is proposed for the Property including representation of the Project during the site plan approval process at the City of Port St. Lucie.

Should you have any questions or comments regarding this matter, please do not hesitate to contact me at (561) 775-7393.

Sincerely,

Storage Partners at Traditions, LLC



Peter V. Cowie
Manager

NOTARY PUBLIC INFORMATION:

STATE OF FLORIDA
COUNTY OF PALM BEACH

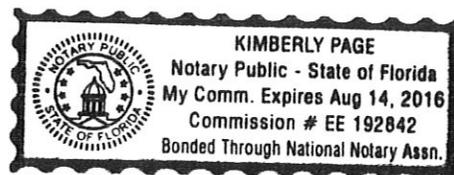
The foregoing instrument was acknowledged before me this 11th day of January, 2016 by Peter V. Cowie (name of person acknowledging). He/she is personally known to me or has produced (type of identification) _____ as identification and did/did not take an oath (circle correct response).

Kimberly Page
(Name - type, stamp or print clearly)

Kimberly Page
(Signature)

My Commission Expires on: Aug. 14, 2016

NOTARY'S SEAL OR STAMP



RECEIVED



*Tradition Design Review Committee
Architectural Review*

MAR 10 2016

PLANNING DEPARTMENT
CITY OF PORT ST. LUCIE, FL

10807 SW Tradition Square Port St. Lucie, FL 34987

Phone (772) 345-5101

Date: 2.25.16

*To: Managed Land Entitlements
Attention: Michael Sanchez
3710 Buckeye Street
Palm Beach Gardens, FL 33410*

Regarding: Southern Self Storage - Building Elevations, Building Colors/Materials

This notice serves as the Design Review Committee's response to your request as referenced above. Please note any comments made by the Committee as listed below.

If you have any questions regarding this matter, please do not hesitate to contact the Committee at (772) 345-5101.

Status: Approved

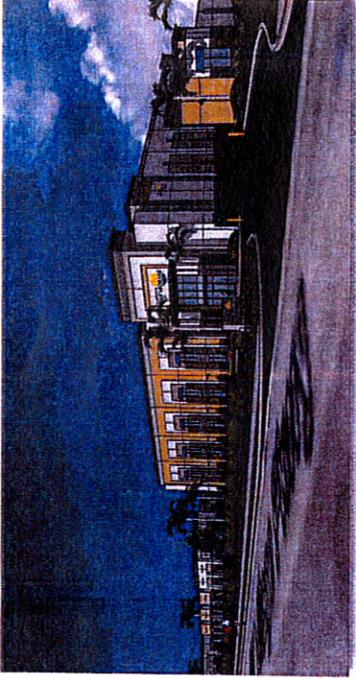
Comments:

The Committee has reviewed the application noted above and has approved it as submitted.

Thank you.

Tradition Design Review Committee

CONCEPTUAL DESIGN
FEBRUARY 17, 2016



TRADITION FLORIDA
SELF STORAGE + OFFICE PARK



PATRICK M. PILLOT ARCHITECT, INC.

941.985.7375
1267 Second Street
Sarasota, FL 34236
patti@pilotarch.com
FL license no. AR00011554

TRADITION
DESIGN REVIEW COMMITTEE

PLANS:

APPROVED:

(APPLIES TO ALL ATTACHED PAGES)

DISAPPROVED:

SEE COMMENTS:

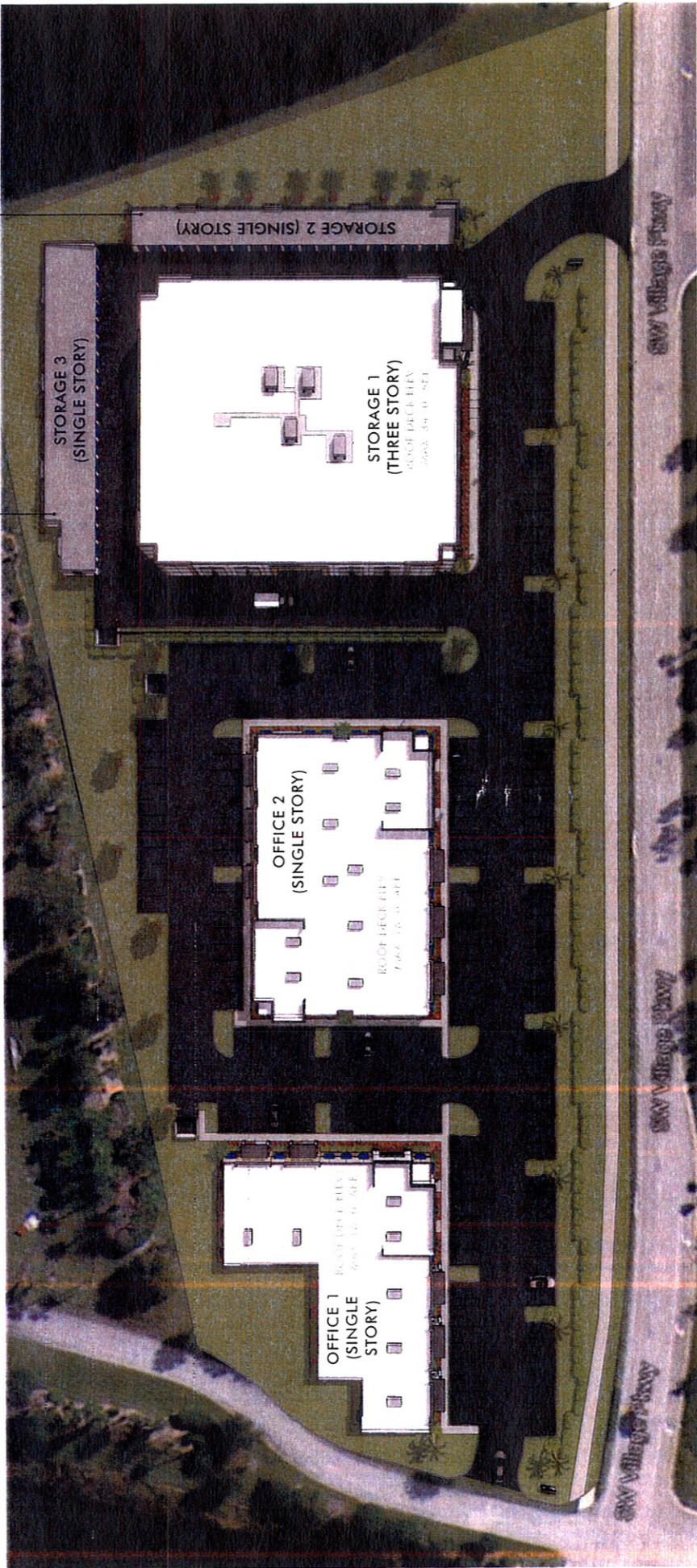
DATE: 2.25.16

DRC MEMBER: *[Signature]*

FOR JOHN GAUGHNER

HIGHEST ELEVATION
OF PITCHED ROOF
FINA 12'-0" AFF

HIGHEST ELEVATION
OF PITCHED ROOF
FINA 12'-0" AFF



SITE PLAN

RECEIVED
MAR 16 2016

PLANNING DEPARTMENT
CITY OF PORT CHARLOTTE, FL

FEBRUARY 17, 2016
Copyright 2016 by Patrick M. Pillot Architect, Inc. This document describes an original design of a building created in any tangible medium of expression, including a constructed building or architectural plans, models, or drawings, and is subject to copyright protection as an "architectural work" under section 102 of the Copyright Act (Title 17 of the United States Code), as amended on December 1, 1990. Protection extends to the overall form as well as the arrangement and composition of spaces and elements in the design. The original design is to be used only for the specific project and location identified or referred to herein and is not to be used for any other project, in whole or in part, except by express written agreement with and compensation to Patrick M. Pillot Architect, Inc.

1 OF 31

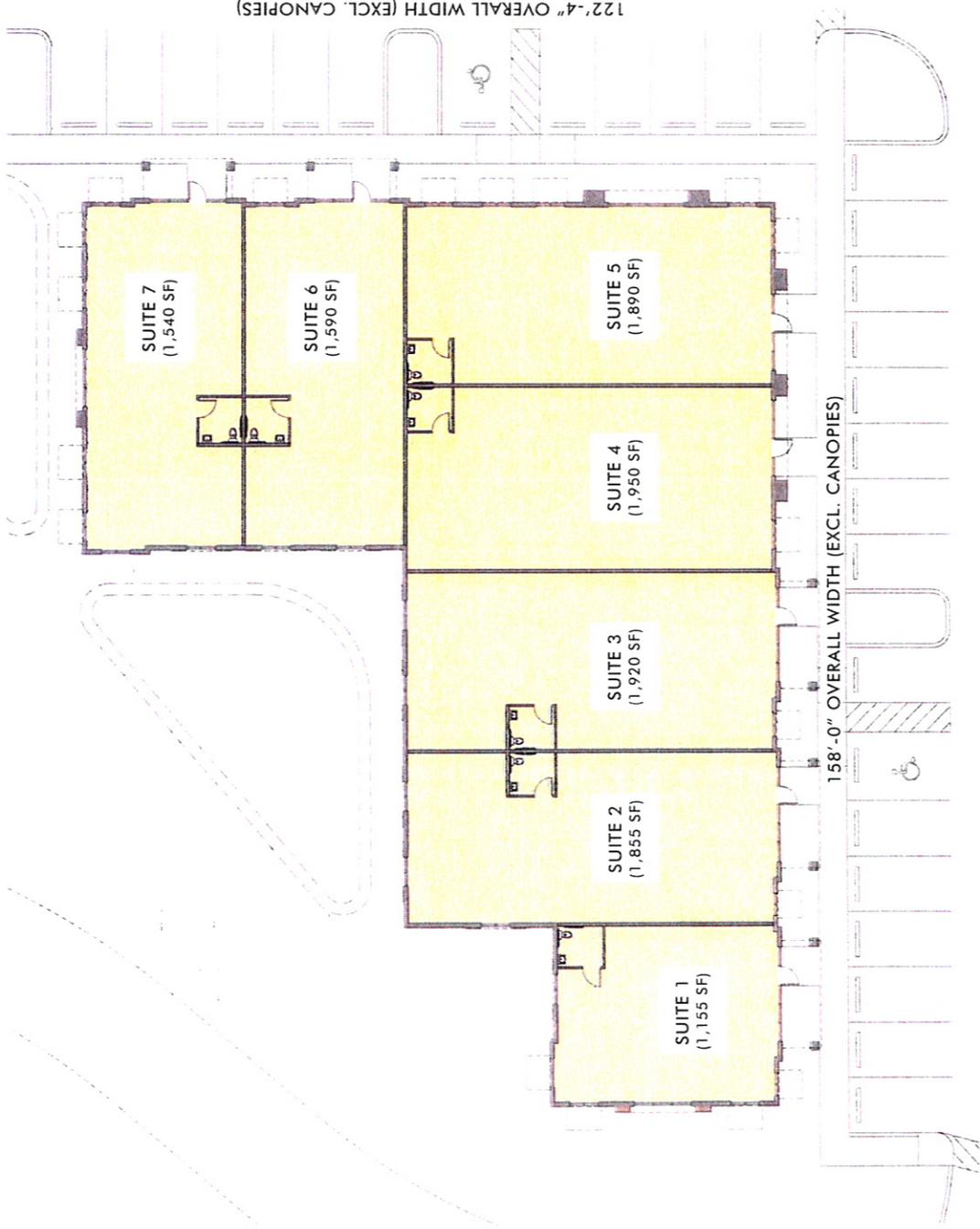
TRADITION FLORIDA
SELF STORAGE + OFFICE PARK



PATRICK M. PILLOT ARCHITECT, INC.

941.955.7375
1267 Second Street
Sarasota, FL 34236
patrick@pillotarch.com
FL license no. AR0011564





BUILDING PLAN | OFFICE 1 (12,625 SF)

PATRICK M. PILLOT ARCHITECT, INC.

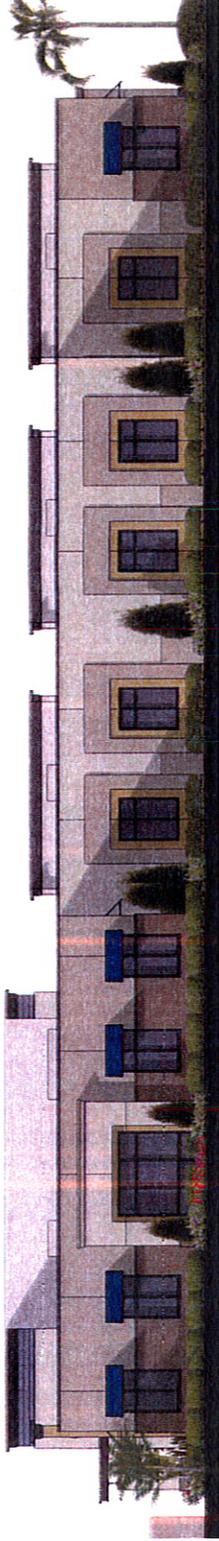
941 955 7375
 1267 Second Street
 Sarasota, FL 34236
 patrick.pilot@pm-pil.com
 FL LICENSE NO. AB00115504



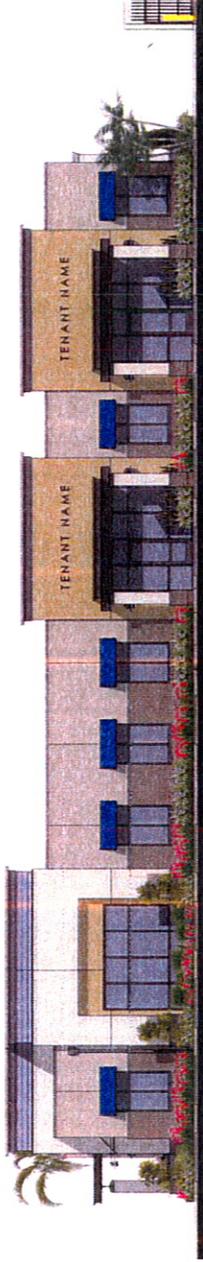
TRADITION FLORIDA
SELF STORAGE + OFFICE PARK

FEBRUARY 17, 2016

Copyright 2016 by Patrick M. Pilot Architect, Inc. This document describes an original design of a building created in any tangible or intangible form, including architectural plans, models or drawings, and is subject to copyright protection under the Copyright Act (Title 17 of the United States Code), as amended on December 1, 1990. Protection extends to the overall form as well as the arrangement and composition of spaces and elements in the design. The original design is to be used only for the specific project and location identified or referred to herein and is not to be used for any other project, in whole or in part, except by express written agreement with and compensation to Patrick M. Pilot Architect, Inc.



NORTH ELEVATION



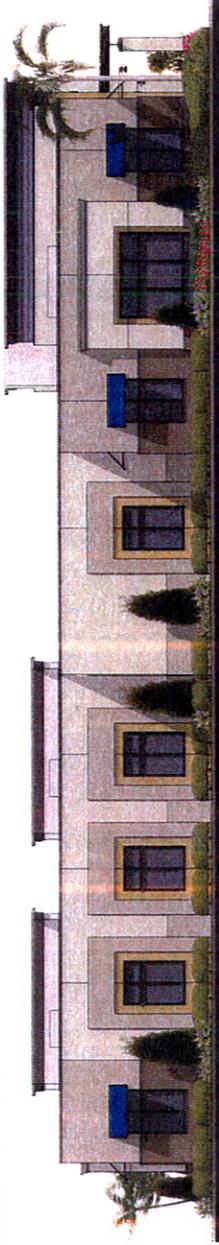
EAST ELEVATION

MAX HEIGHT: 23'-4"



SOUTH ELEVATION

MAX ROOF DECK: 16'-0"



WEST ELEVATION

ARCHITECTURAL ELEVATIONS | OFFICE 1



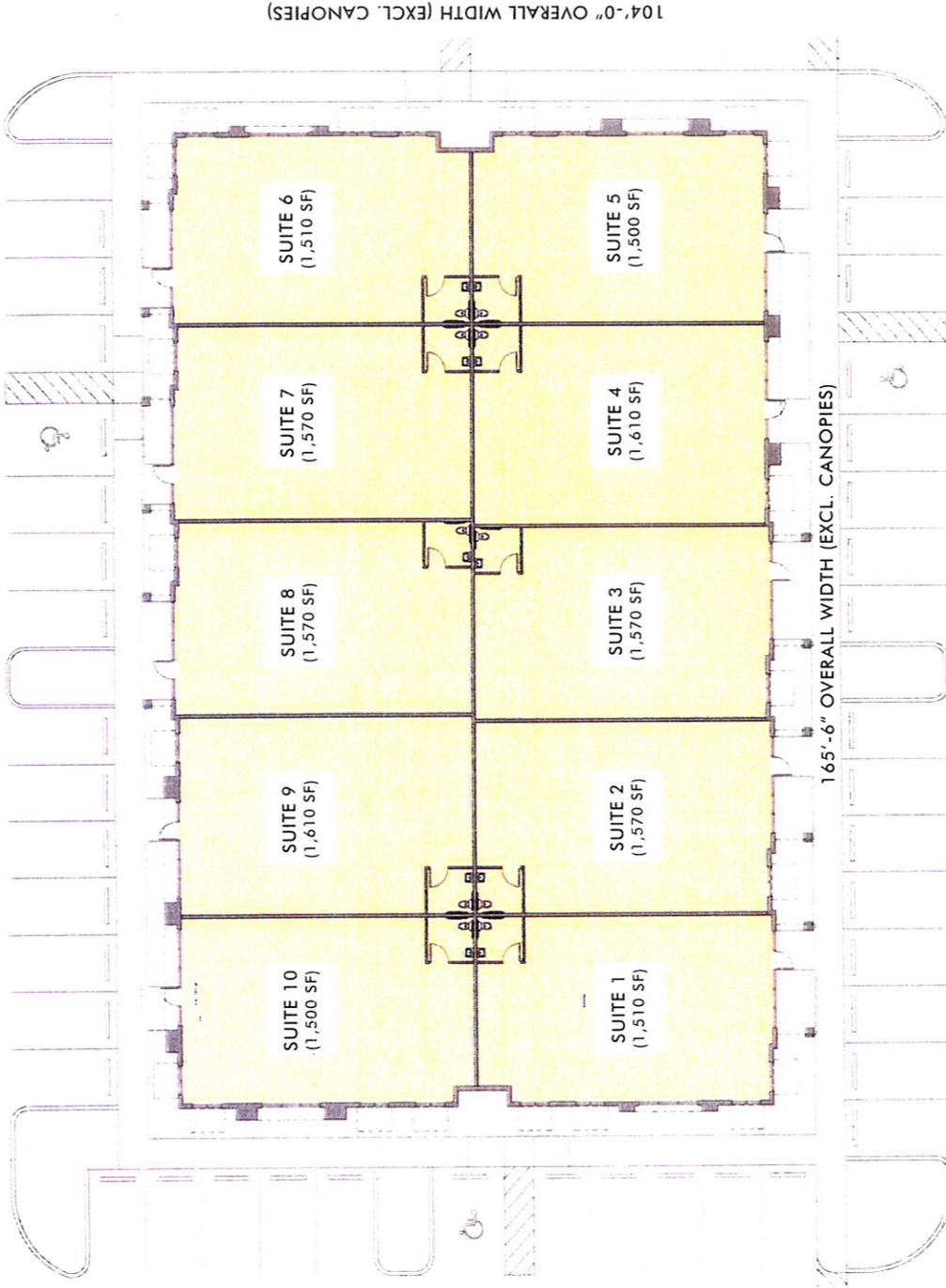
PATRICK M. PILLOT ARCHITECT, INC.
 941.955.7375
 1267 Second Street
 Sarasota, FL 34236
 pd@pilotarch.com
 FL license no. AR0011524



TRADITION FLORIDA
 SELF STORAGE + OFFICE PARK

FEBRUARY 17, 2016

Copyright 2016 by Patrick M. Pilgot Architect, Inc. This document discloses an original design of a building created in any tangible medium of expression, including a constructed building or architectural plans, models, or drawings, and is subject to copyright protection as an "architectural work" under section 102 of the Copyright Act (title 17 of the United States Code), as amended on December 1, 1990. Protection extends to the overall form as well as the arrangement and composition of spaces and elements in the design. The original design is to be used only for the specific project and location identified or referred to herein and is not to be used for any other project, in whole or in part, except by express written agreement with and compensation to Patrick M. Pilgot Architect, Inc.



104'-0" OVERALL WIDTH (EXCL. CANOPIES)

165'-6" OVERALL WIDTH (EXCL. CANOPIES)

BUILDING PLAN | OFFICE 2 (16,250 SF)



PATRICK M. PILOT ARCHITECT, INC.
 941.955.7375
 1267 Sea and Street
 Sarasota, FL 34230
 pat@pilotarch.com
 FL LICENSE NO. 480011553



**Southern
 SELF STORAGE**
**TRADITION FLORIDA
 SELF STORAGE + OFFICE PARK**

FEBRUARY 17, 2016

4 OF 31
 Copyright 2016 by Patrick M. Pilot Architect, Inc. This document describes an original design of a building created in any tangible medium of expression, including a constructed building or architectural plans, models, or drawings, and is subject to copyright protection as an "architectural work" under section 107 of the Copyright Act (title 17 of the United States Code), as amended on December 1, 1990. Protection extends to the overall form as well as the arrangement and composition of spaces and elements in the design. The original design is to be used only for the specific project and location identified or referred to herein and is not to be used for any other project, in whole or in part, except by express written agreement with and compensation to Patrick M. Pilot Architect, Inc.

MAX HEIGHT: 23' -4"

MAX ROOF DECK: 16' -0"



NORTH ELEVATION



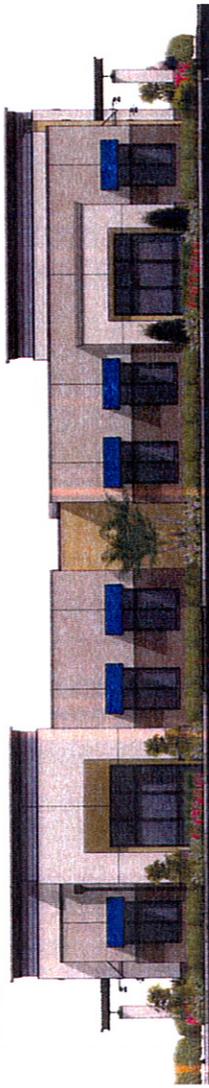
EAST ELEVATION

MAX HEIGHT: 23' -4"

MAX ROOF DECK: 16' -0"



SOUTH ELEVATION



WEST ELEVATION

ARCHITECTURAL ELEVATIONS | OFFICE 2



PATRICK M. PILLOTT ARCHITECT, INC.

941.955.7275
1267 Second Street
Sarasota, FL 34236
patrick@pilott.com
FL license no. AR00111594

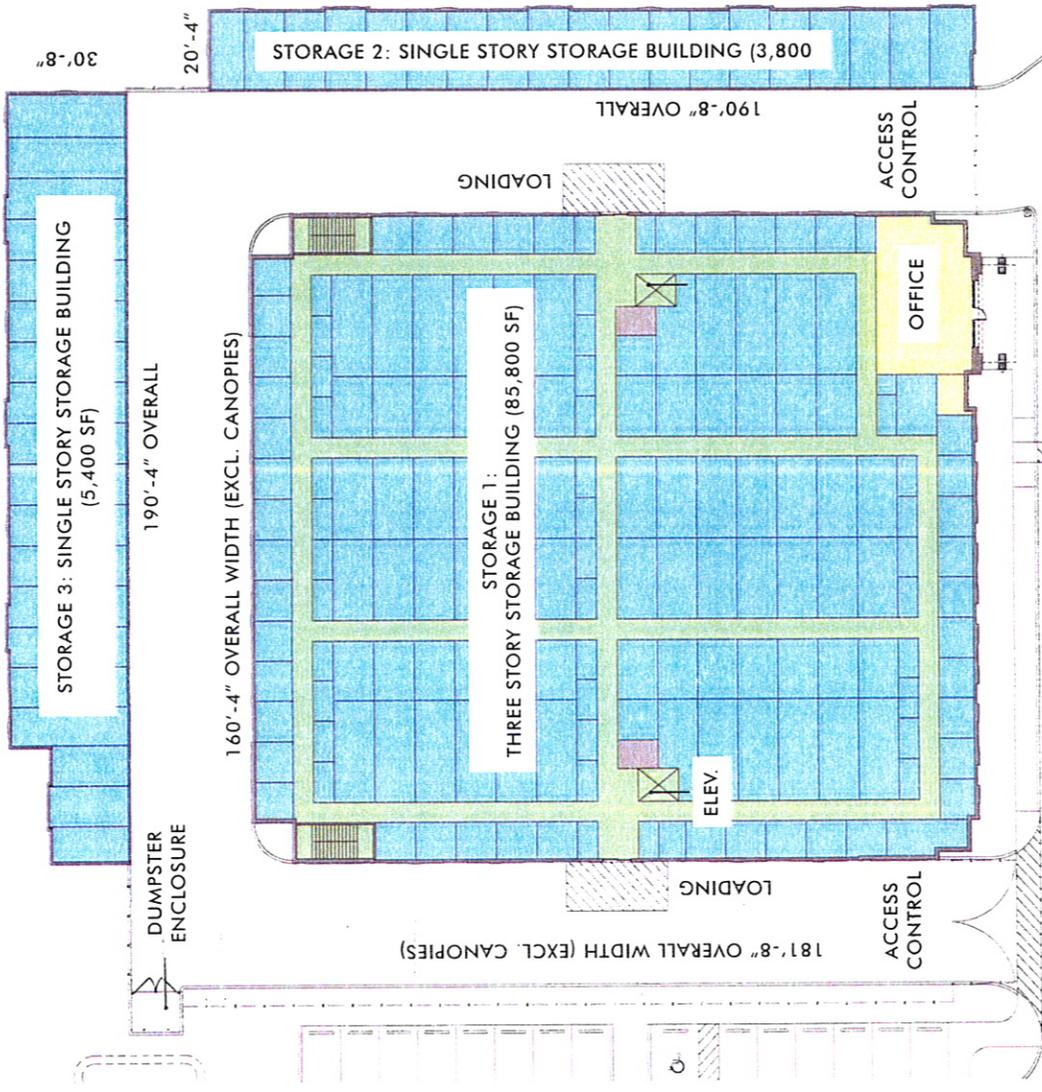


TRADITION FLORIDA
SELF STORAGE + OFFICE PARK

FEBRUARY 17, 2016

Copyright 2016 by Patrick M. Pilott Architect, Inc. This document describes an original design of a building created in any tangible medium of expression, including a computer file, and is subject to copyright protection under the laws of the United States and other countries. No part of this document may be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of Patrick M. Pilott Architect, Inc. This design is to be used only for the specific project and location identified or referred to herein and is not to be used for any other project, in whole or in part, except by express written agreement with and compensation to Patrick M. Pilott Architect, Inc.

5 OF 31



BUILDING PLAN | SOUTHERN SELF STORAGE GROUND FLOOR PLAN (UPPER TWO FLOORS ARE SIMILAR)



PATRICK M. PILLOT ARCHITECT, INC.
 941.955.7375
 1267 Second Street
 Sarasota, FL 34236
 patrick@pillotarch.com
 FL license no. AR00115524



Southern SELF STORAGE
TRADITION FLORIDA
SELF STORAGE + OFFICE PARK

FEBRUARY 17, 2016

6 OF 31
 Copyright 2016 by Patrick M. Pillot Architect, Inc. This document describes an original design of a building created in any tangible medium of expression, including a constructed building or architectural plans, models, or drawings, and is subject to copyright protection as an "architectural work" under section 102 of the Copyright Act (Title 17 of the United States Code), as amended on December 1, 1990. Protection extends to the overall form as well as the arrangement and composition of spaces and elements in the design. The original design is to be used only for the specific project and location identified or referred to herein and is not to be used for any other project, in whole or in part, except by express written agreement with and compensation to Patrick M. Pillot Architect, Inc.

MAX HEIGHT: 42'-4"

TYP. PARAPET: 36'-6"

MAX. ROOF DECK: 34'-0"



SOUTH ELEVATION

MAX HEIGHT: 17'-6"
AT SINGLE STORY STORAGE
HIGHEST ELEVATION OF PITCHED
ROOF: MAX. 17'-0" A.F.T.

ARCHITECTURAL ELEVATIONS | SOUTHERN SELF STORAGE



PATRICK M. PILLOT ARCHITECT, INC.

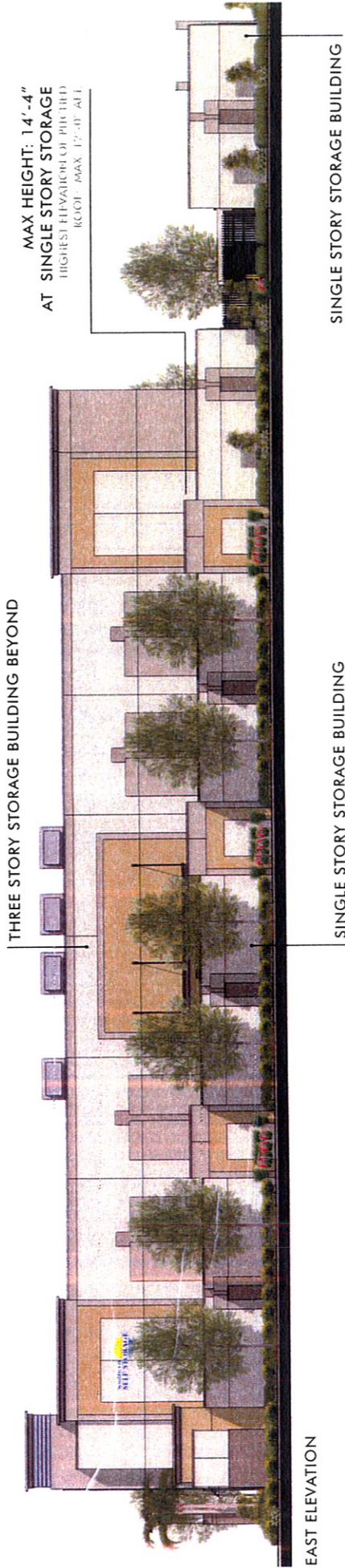
941.955.7375
1767 Second Street
Stuart, FL 34776
patrick@pillotarch.com
FL License no. AR0011524



TRADITION FLORIDA
SELF STORAGE + OFFICE PARK

FEBRUARY 17, 2016

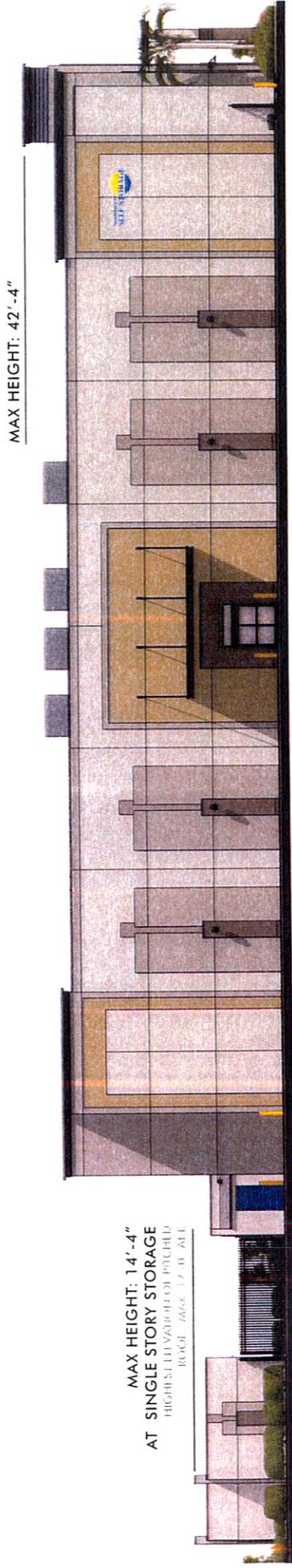
Copyright 2016 by Patrick M. Pillot Architect, Inc. This document describes an original design of a building created in any tangible or intangible form, including a constructed building or architectural plans, models or drawings, and is subject to copyright protection as an "architectural work" under section 102 of the Copyright Act (Title 17 of the United States Code), as amended on December 1, 1990. Protection extends to the overall form as well as the arrangement and composition of spaces and elements in the design. The original design is to be used only for the specific project and location identified or referred to herein and is not to be used for any other project, in whole or in part, except by express written agreement with and compensation to Patrick M. Pillot Architect, Inc.



EAST ELEVATION

SINGLE STORY STORAGE BUILDING

SINGLE STORY STORAGE BUILDING



WEST ELEVATION

MAX HEIGHT: 42'-4"

MAX HEIGHT: 14'-4"
AT SINGLE STORY STORAGE
HIGHEST ELEVATION OF PROJECT
R/OOF - PAGE 17-0 A.F.T.

ARCHITECTURAL ELEVATIONS | SOUTHERN SELF STORAGE



PATRICK M. PILLOT ARCHITECT, INC.
941.955.7375
1267 Second Street
Sarasota, FL 34236
pillot@pillotarch.com
FL license no. AB00115754



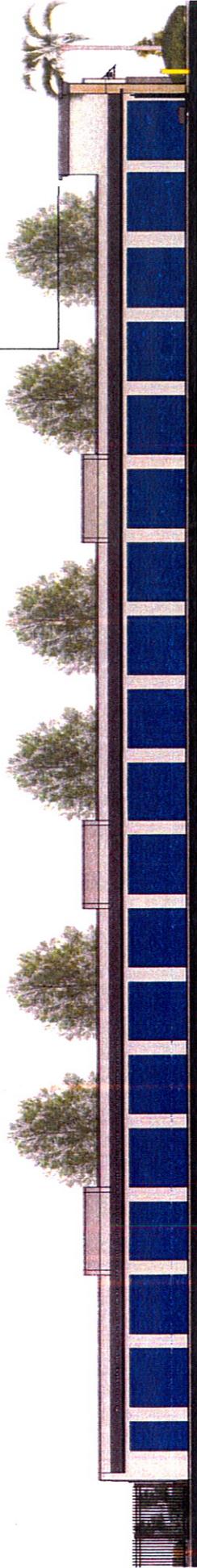
TRADITION FLORIDA
SELF STORAGE + OFFICE PARK

FEBRUARY 17, 2016

Copyright 2016 by Patrick M. Pillot Architect, Inc. This document describes an original design of a building created in one tangible medium of expression, including a drawing or other graphic work, and is subject to the copyright laws of the United States of America and other countries. All rights reserved. No part of this document may be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission in writing from Patrick M. Pillot Architect, Inc. This document is the property of Patrick M. Pillot Architect, Inc. and is loaned to you for your use only. It is not to be used for any other project, in whole or in part, except by express written agreement with and compensation to Patrick M. Pillot Architect, Inc.

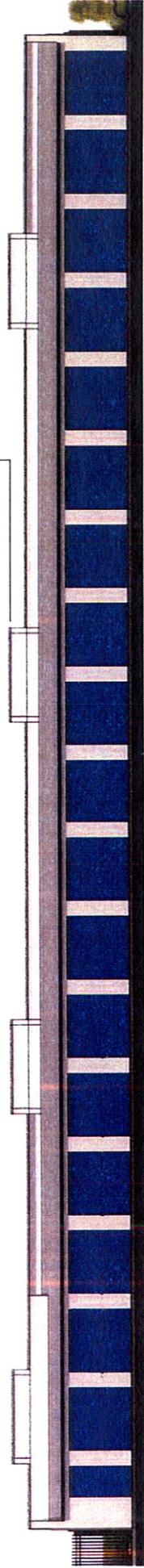
9 OF 31

MAX HEIGHT: 17'-6"
 AT SINGLE STORY STORAGE
 HIGHEST ELEVATION OF PITCHED
 ROOF - MAX. 17'-0" AFF



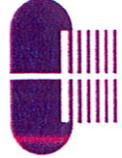
STORAGE 2: WEST ELEVATION

MAX HEIGHT: 14'-4"
 AT SINGLE STORY STORAGE
 HIGHEST ELEVATION OF PITCHED
 ROOF - MAX. 17'-0" AFF



STORAGE 3: SOUTH ELEVATION

ARCHITECTURAL ELEVATIONS | SOUTHERN SELF STORAGE



PATRICK M. PILLOT ARCHITECT, INC.
 941.955.7375
 1767 Second Street
 Sarasota, FL 34236
 pm@pillotarchitect.com
 FL License no. AR0011564



**Southern
 SELF STORAGE**

**TRADITION FLORIDA
 SELF STORAGE + OFFICE PARK**

FEBRUARY 17, 2016

Copyright 2016 by Patrick M. Pillot Architect, Inc. This document describes an original design of a building created in any tangible medium of expression, including a constructed building or architectural plans, models, or drawings, and is subject to copyright protection as an "architectural work" under section 102 of the United States Code. It is hereby acknowledged that the design of this building was created by Patrick M. Pillot Architect, Inc. on or after January 1, 1970. No part of this document may be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of Patrick M. Pillot Architect, Inc. This document is intended for the specific project and location identified or referred to herein and is not to be used for any other project, in whole or in part, except by express written agreement with and compensation to Patrick M. Pillot Architect, Inc.



3D CONCEPT | STREET VIEW FROM SW VILLAGE PARKWAY



PATRICK M. PILOT ARCHITECT, INC.

641 955 7375
 1267 Seaside Street
 Sarasota, FL 34236
 pm@pilotarch.com
 FL license no. AR0011574



**TRADITION FLORIDA
 SELF STORAGE + OFFICE PARK**

FEBRUARY 17, 2016

Copyright 2016 by Patrick M. Pilot Architect, Inc. This document describes an original design of a building created in any tangible medium of expression, including architectural plans, models, or drawings, and is subject to copyright protection as provided in section 102 of the Copyright Act (Title 17 of the United States Code), as amended on December 1, 1990. Protection extends to the overall form as well as the arrangement and composition of spaces and elements in the design. The original design is to be used only for the specific project and location identified or related to herein and is not to be used for any other project, in whole or in part, except by express written agreement with and compensation to Patrick M. Pilot Architect, Inc.



3D CONCEPT | STREET VIEW FROM SW VILLAGE PARKWAY



PATRICK M. PILOT ARCHITECT, INC.

941.955.7375
 1267 Seacrest Street
 Sarasota, FL 34236
 pm@pilotarchi.com
 FL license no. A160011554

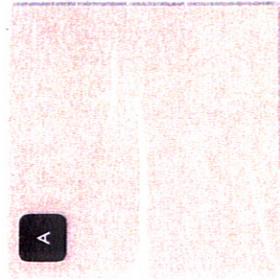


TRADITION FLORIDA
SELF STORAGE + OFFICE PARK

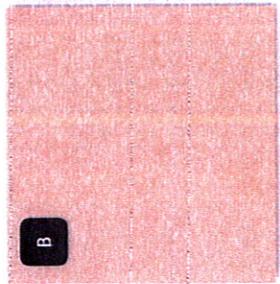
FEBRUARY 17, 2016

Copyright 2016 by Patrick M. Pilot Architect, Inc. This document describes an original design of a building created in one tangible medium and is a work of authorship. It is a building architectural drawing, including all drawings, and is subject to copyright protection as provided in section 102 of the Copyright Act (Title 17 of the United States Code), as amended on December 1, 1990. The design is the original work of the author and is not to be used for any other project, in whole or in part, except by express written agreement with and compensation to Patrick M. Pilot Architect, Inc.

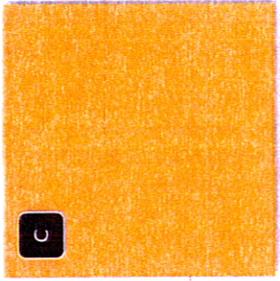
14 OF 31



WALL COLOR 1:
SW 7567
NATURAL TAN



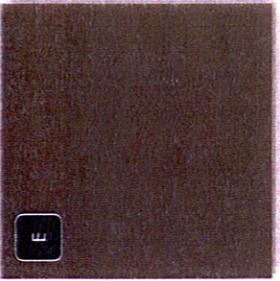
WALL COLOR 2:
SW 7534
OUTERBANKS



WALL COLOR 3:
SW 6897
SUNDANCE



WALL COLOR 3:
SW 6521
NOTABLE HUE



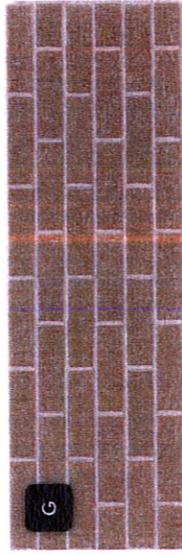
METAL FABRICATIONS:
SW 7055
ENDURING BRONZE



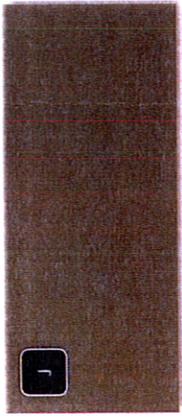
BRICK CLADDING:
ACME BRICK
COLOR: DRIFTWOOD



FABRIC AWNINGS AND ROLL-UP DOORS:
MATCH BLUE OF SOUTHERN SELF
STORAGE LOGO



BRICK CLADDING:
ACME BRICK
COLOR: CASTLE RIDGE



STOREFRONT FRAMES:
ANNODIZED BRONZE



COLOR & MATERIALS KEY

COLOR & MATERIALS PALETTE



PATRICK M. PILLOT ARCHITECT, INC.

941.955.7375
1267 Second Street
Sarasota, FL 34236
pilot@pillotarch.com
FL license no. AR0011554



TRADITION FLORIDA
SELF STORAGE + OFFICE PARK

FEBRUARY 17, 2016

31 OF 31

Copyright 2016 by Patrick M. Pillot Architect, Inc. This document describes an original design of a building created in any tangible medium of expression, including a constructed building or architectural plans, models, or drawings, and is subject to copyright protection as an "architectural work" under section 102 of the Copyright Act (Title 17 of the United States Code). All rights are reserved. No part of this document may be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of Patrick M. Pillot Architect, Inc. This document is intended solely for the specific project and location identified or referred to herein and is not to be used for any other project, in whole or in part, except by express written agreement with and compensation to Patrick M. Pillot Architect, Inc.



CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7E
Meeting Date: 3/28/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager *JB*

FROM: Azlina Goldstein Siegel, Interim City Attorney *AS*

Agenda Item: Motion: Declaration of Unity of Title – **Scott Nield and Christine Nield** to combine **Lots 21 and 22, Reserve Plantation, Phase 1**

Submittal Date: **3/18/2016**

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, **Scott Nield and Christine Nield**, desire to join the following lands described as Lots **21** and **22**, Reserve Plantation, Phase 1, 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: 3/28/2016

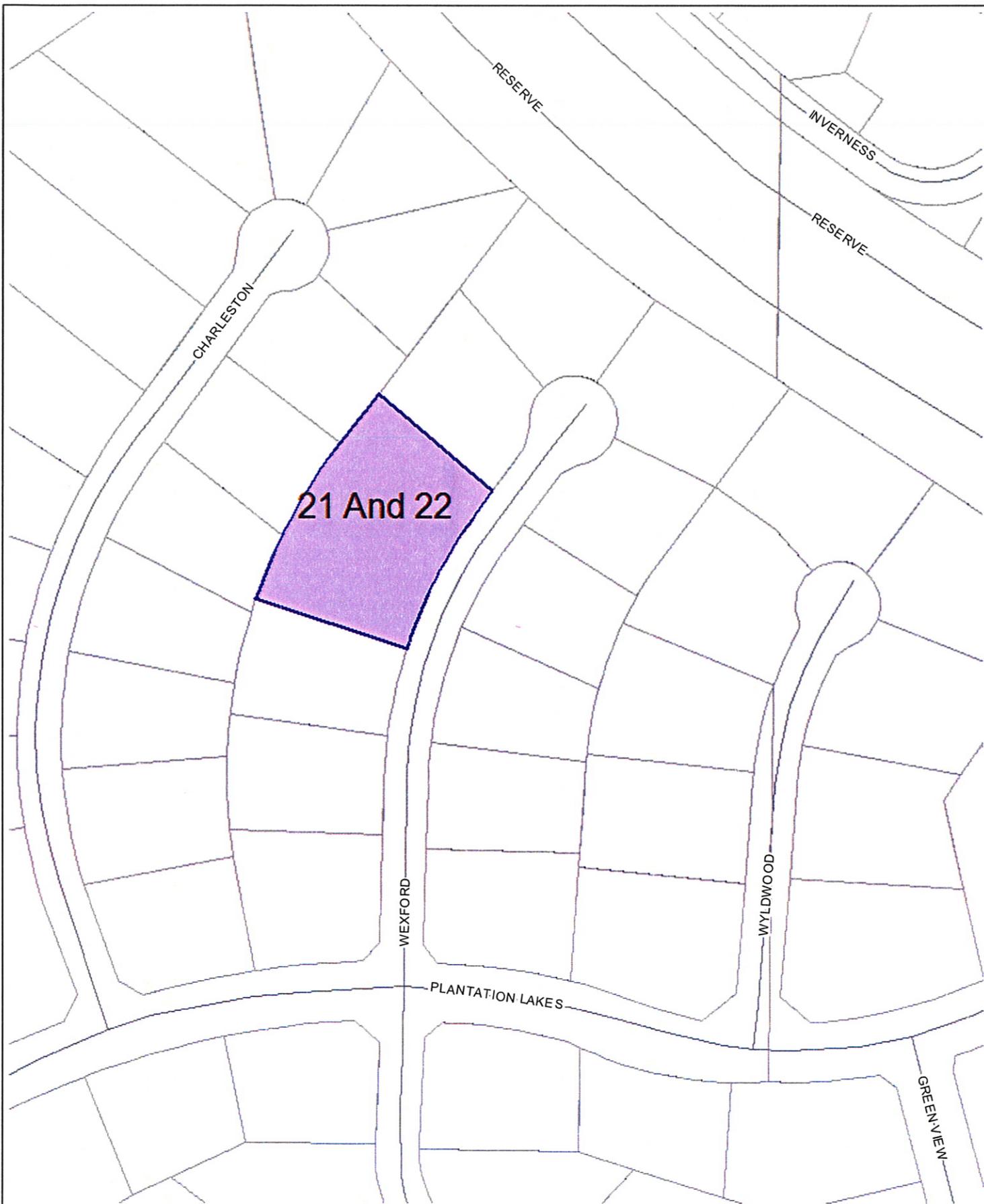
LOCATION OF PROJECT: See attached map, Lots 21, and 21, Reserve Plantation, Phase 1.

ATTACHMENTS: Map and Declaration of Unity of Title

RECEIVED

MAR 21 2016

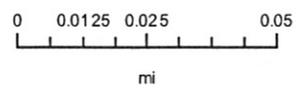
CITY MANAGER'S OFFICE



Unity of Title
Lots 21 and 22

Map produced by the City of Port St. Lucie City Council Map Generator Website on: 3/17/2016

Scale:



This instrument was prepared under the direction of:
Azlina Goldstein Siegel, Esq., Interim City Attorney
Prepared by:
Nadia Westerik, Legal Secretary
CITY OF PORT ST. LUCIE
City Attorney's Office
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, Florida 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, **SCOTT NIELD and CHRISTINE NIELD, husband and wife**, are the fee simple owners of the following described real property situated and being in the City of Port St. Lucie, Florida (the "Property"):

Lots 21 and 22, Reserve Plantation, Phase 1, according to the plat thereof, as recorded in Plat Book 24, Page 20 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 do 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 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



CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7F
Meeting Date: 3/28/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager *JB*
William May, President of the Police Athletic League
Cheryl Shanaberger, Procurement Management Director

FROM: Robyn Holder, CPPB
Procurement Management Department

Agenda Item: Motion: Contract #20160065 Police Athletic League (PAL)
Building Metal Roof Rehabilitation Project

Submittal Date: 3/18/2016

STRATEGIC PLAN LINK: Vision 2030, Principle H – Leisure Opportunities for an Active Life Style, "Well maintained and active Recreation/Community Center(s) offering activities, room rentals, programs"

BACKGROUND: The PAL building was built in 2000 as a joint project between the City of Port St. Lucie and the PAL Corporation using a combination of corporate seed money and CDBG grant funds. The City of Port St. Lucie provides a long term land-lease for the property within the Rotary Park where the facility is located. The Port St. Lucie Police Athletic League provides numerous youth programs for City youth ranging from 5 – 17 years of age. These programs include, but are not limited to, sports programs, safety education, music related programs, leadership programs and other recreational programs. The Police Explorer Program has youth in its program through the age of 21. PAL's mission is the reduction of juvenile crime and delinquency within our community through the operation of the programs.

The project includes the proper preparation and application of a fluid-applied elastomeric silicone coating. The roof is the original roof and has had no repairs except for minor repairs that were caused during the hurricanes of 2004. An E-Bid was issued on February 6, 2016 to four hundred fifty five (455) potential suppliers. The E-Bid opened on March 3, 2016 with two (2) firms submitting proposals.

ANALYSIS: Staff has reviewed all the proposals and finds that Therma Seal Roof Systems, LLC provides the lowest responsive responsible bid. This project is funded by a Community Development Block Grant (CDBG) which requires that the bid be awarded to the lowest responsive responsible bidder. Therma Seal Roofing Systems, LLC meets the requirement of the bid and is not a local firm.

FINANCIAL INFORMATION: Funds are available through a CDBG Grant / Fed Entitlement / Repairs & maintenance of Building

LEGAL INFORMATION: Reviewed by Ella Gilbert on 3/18/2016 and approved as to form

STAFF RECOMMENDATION: Approval of award and Contract for E-Bid #20160065 Police Athletic League (PAL) Building Metal Roof Rehabilitation Project to Therma Seal Roof Systems, LLC in the amount of \$33,000.00, plus a one-time \$10.00 Indemnification Fee. The Contract period will be thirty (30) calendar days with no option to renew.

SPECIAL CONSIDERATION: N/A

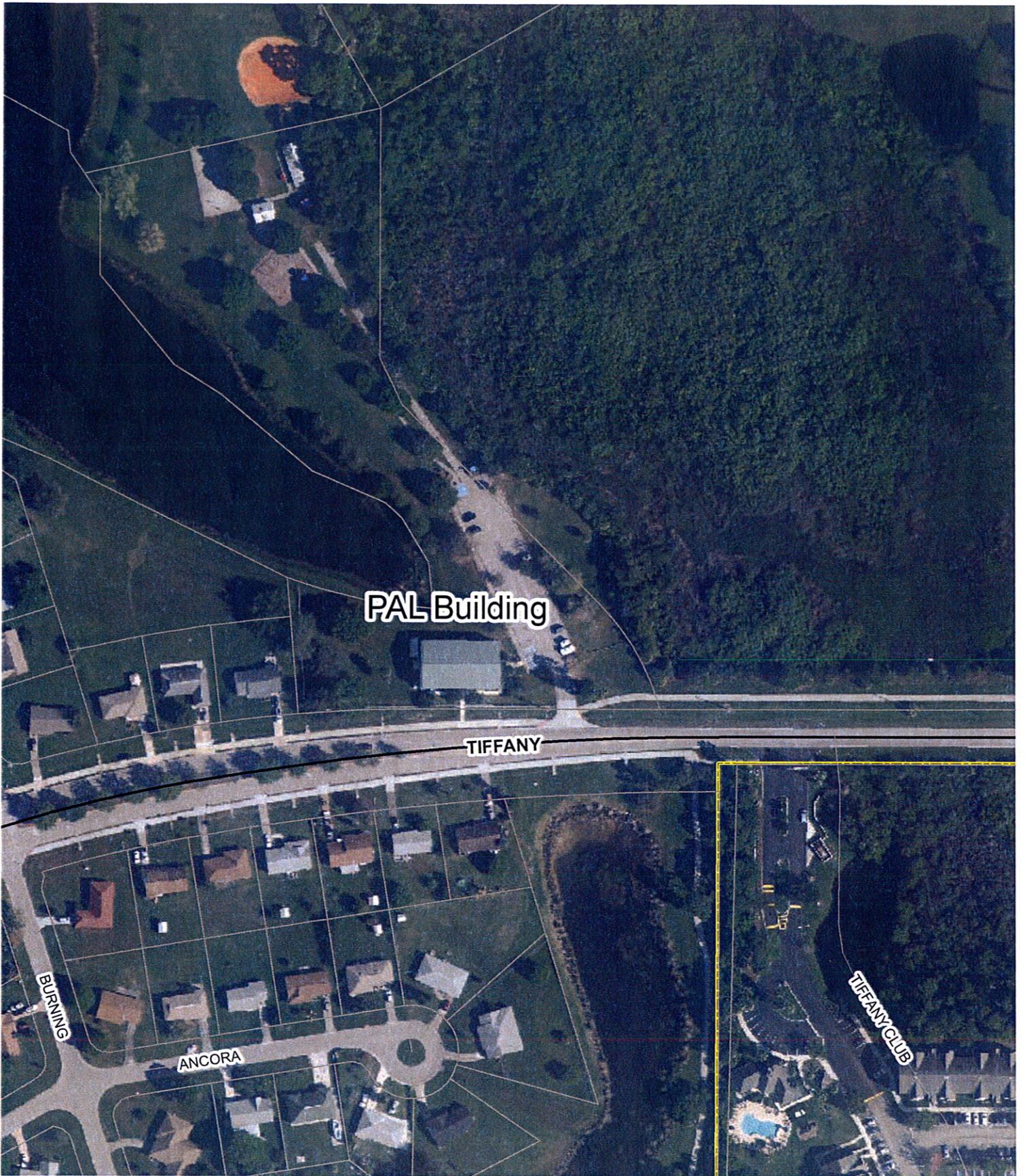
PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 3/28/2016

LOCATION OF PROJECT: 2101 SE Tiffany Avenue, Port St. Lucie, Florida 34952

ATTACHMENTS: Location Map, Contract, E-Bid Tabulation Report, Winning Proposal, Solicitation Request, E-Bid Document, Construction Plans, Attachments, Addenda, Sign In Sheets, Unsuccessful Proposals

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



PAL Building

TIFFANY

BURNING

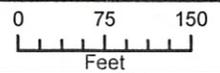
ANCORA

TIFFANY CLUB



PAL Building Metal Roof Rehab Project

Date: 3/21/2016
Page: 1 of 1
Tech: MFK
MIS GIS #: misgis0255



**CITY OF PORT SAINT LUCIE
CONTRACT #20160065**

This CONTRACT, executed this _____ day of _____, 2016, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and **Therma Seal Roof Systems, LLC**, 1421 Oglethorpe Road, West Palm Beach, Florida 33405, Telephone No. (561) 223-2096 Fax No. (561) 444-2272, hereinafter called "Contractor", party of the second part.

RECITALS

In consideration of the below agreements and covenants set forth herein, the parties agree as follows:

**SECTION I
NOTIFICATIONS**

As used herein the Project Managers shall mean:

Officer Rich Wilson, or his designee.
City of Port St. Lucie Police Department
121 SW Port St. Lucie Blvd.
Port St. Lucie, Fl. 34984
Telephone: (772) 398-9436 Fax: (772) 398-2773
Email: rwilson@cityofpsl.com

As used herein the Contract Administrator shall mean:

Robyn Holder, CPPB
City of Port St. Lucie Procurement Management Department
121 SW Port St. Lucie Blvd.
Port St. Lucie, Fl. 34984
Telephone: (772) 344-4293 Fax: (772) 871-7337
Email: rholder@cityofpsl.com

As used herein the Contractor for this project shall mean:

Dave Wikel, President
Therma Seal Roof Systems, LLC
1421 Oglethorpe Road
West Palm Beach, Florida 33405
Telephone: 561-223-2096 Fax: 561-444-2272
Email: estimates@thermasealroofs.com

**SECTION II
DESCRIPTION OF SERVICES TO BE PROVIDED**

The specific work that the Contractor has agreed to perform pursuant to the Bid Specifications #20160065, **Police Athletic League (PAL) Building Metal Roof Rehabilitation Project, Community Development Block Grant**

(CDBG) Funded including all Attachments, all Addenda, Section 3 Clause, Federal Labor Standards Provisions; Davis-Bacon Act and all other restrictions and requirements are incorporated by this reference.

Scope of Work: The Contractor is to provide all materials, supplies, labor, permits, and equipment necessary for the rehabilitation of the metal roof at the PAL building. All work shall be in accordance with Attachment A – Section 07-5600 Fluid-Applied Roofing Specifications.

Protection of the public is of primary importance and no access (other than city employees) will be allowed during work being performed on the building. An isolation zone of twenty (20) feet shall be maintained at all times from the outside building line. Secure the perimeter with barricades or temp fencing during the period of work.

Hours of Service - The standard hours of work allowed in the City of Port St. Lucie’s right-of-way are from 8:00 a.m. to sundown Monday through Friday. Any work performed by the Contractor outside of the aforementioned time limit requires special authorization by the City and requires that the Contractor obtain a noise permit from the City Police Department. All equipment operated at night shall comply with the noise levels established by the City of Port St. Lucie noise ordinance. Any additional costs associated with work outside of the hours of work allowed shall be borne by the Contractor. This shall include, but not be limited to costs of inspection, testing, police assistance, and construction administration.

All night, Saturday, Sunday, and/or Holiday work must be authorized by the City and requires that the Contractor obtain a noise permit from the City Police Department. All night work within the City’s right-of-way requires a minimum forty eight (48) hour prior notice to the City. This clause shall not pertain to crews organized to perform maintenance work on equipment or to operate and maintain special equipment such as dewatering pumps, which may be required to work twenty four (24) hours per day.

**SECTION III
TIME OF PERFORMANCE**

The Contract Period start date will be_____, 2016 and will terminate thirty (30) calendar days thereafter on _____, 2016. The Contractor will be required to commence work under this Contract within ten (10) calendar days after the start date identified in this Contract. In the event all work required in the bid specifications has not been completed by the specified date, the Contractor agrees to provide work as authorized by the Project Manager until all work specified in the bid specifications has been rendered. Written requests shall be submitted to the Project Manager for consideration of extension of completion time due to strikes, unavailable materials, or other similar causes over which the Contractor feels he has no control. Requests for time extensions shall be submitted immediately but in no event more than two (2) weeks upon occurrence of conditions, which, in the opinion of the Contractor, warrant such an extension with reasons clearly stated and a detailed explanation given as to why the delays are considered to be beyond the Contractor’s control.

**SECTION IV
RENEWAL OPTION**

Not applicable to this Contract.

SECTION V COMPENSATION

The total amount to be paid by the City to the Contractor is a lump sum in the amount of **\$33,000.00**, 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 of per unit prices: each, lump sum, linear feet, square yards, system, etc.

Progress Payments- The City may make partial payment during the progress of the work as follows: Partial payments, calculated from quantities of work in place multiplied by the Contract unit prices will be made in thirty (30) days after the receipt of the Pay Request. Partial Release of Liens from all Contractors, subcontractors, suppliers for materials and sub-subcontractors are to be attached to each Pay Request.

Acceptance and Final Payment - Upon receipt of written notice that the work is ready for final inspection and acceptance, the City will promptly make such inspection. When City finds the work acceptable under the terms of the Contract and the Contract is fully performed the entire balance will be due the Contractor and will be paid to the Contractor in thirty (30) calendar days. Such final payment to the Contractor shall be subject to the covenants in the Contract's Standard Specifications and any liquidated damages will be assessed against the Contractor at that time.

Before issuance of final payment, the Contractor shall submit evidence that all payrolls, material bills and other indebtedness connected with the work have been satisfied and paid in full. Final Release of Liens from all contractors, subcontractors, suppliers for materials and sub-subcontractors are to be attached to the final invoice.

Invoices for services shall be submitted once a month, by the tenth (10th) day of each month, and payments shall be made in thirty (30) days unless Contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made in thirty (30) calendar days of receipt of Contractor's valid invoice, provided that the invoice is accompanied by adequate supporting documentation, including any necessary partial release of liens, and is approved by the Project Manager as required under Section XIII of the Contract.

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

All invoices and correspondence relative to this Contract must contain the City's contract number and Purchase Order number and/or Visa Authorization number.

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

**SECTION VI
WORK CHANGES**

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the contract price and time for completion. All changes will be authorized by a written change order approved by the Procurement Department Director, or her designee. Work shall be changed and the contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the contract price resulting in a credit or a charge to the City shall be at cost. Any dispute concerning work changes which is not resolved by mutual agreement shall be decided by the City Manager who shall reduce the decision to writing. The decision of the City shall be final and conclusive. Any and all changes in the amount of \$25,000.00 or higher per fiscal year require City Council approval and must be signed by the City Manager or his designee as representing the City.

**SECTION VII
CONFORMANCE WITH BID**

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

**SECTION VIII
INDEMNIFICATION/INSURANCE**

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

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

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

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

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

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

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

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

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read "**City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents and shall include Contract #20160065 – Police Athletic League (PAL) Building Metal Roof Rehabilitation Project shall be listed as additionally insured.**". The Certificate of Insurance and policy shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage shall be attached to the Certificate of Insurance. All independent contractors and

subcontractors utilized in this project shall furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

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

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

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

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

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

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

Payment & Performance Bonds: N/A

SECTION IX ACTS OF GOD

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

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

**SECTION X
PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS**

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

**SECTION XI
COMPLIANCE WITH LAWS**

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

Pursuant to Title VI of the Civil Rights Act of 1964 and other related federal and state laws and regulations, the City of Port St. Lucie will not exclude from participation in, deny the benefits of, or subject to discrimination anyone on the grounds of race, color, national origin, sex, age, disability, religion, income or family status per Resolution 14-R162 adopted by City Council on November 10, 2014.

Title VI
Appendix A

During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- (1) **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to non-discrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Codes of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulation), which are herein incorporated by reference and made a part of this Agreement.
- (2) **Nondiscrimination:** The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential

subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

- (4) **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Florida Department of Transportation, the Florida Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall certify to the Florida Department of Transportation, the Florida Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Florida Department of Transportation, the Florida Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:
- a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - b. cancellation, termination or suspension of the contract, on whole or in part.
- (6) **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Florida Department of Transportation, the Florida Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Contractor may request the United States to enter in such litigation to protect the interest of the United States.

Davis-Bacon Act - Wage Schedule for Contractors per CDBG Requirements:

Wage Rate Provision

For this Contract, payment of predetermined minimum wages applies. The U.S. Department of Labor Wage Rates applicable to this Contract are listed in Wage Rate Decision Number(s) **FL160040 01/08/2016 FL40** as modified up through ten (10) days prior to the opening of bids. Obtain the applicable General Decision(s) (Wage Tables) through the Department's website and ensure that employees receive the minimum wages applicable. Review the General Decisions for all classifications necessary to complete the project. If additional classifications are needed, request them through the City Project Manager.

When multiple wage tables are assigned to a Contract, general guidance of their use and examples of applicability are available on the Department's website. Contact the Department's Wage Rate Coordinator before bidding if there are any questions concerning the applicability of multiple wage tables. The URL for obtaining the Wage Rate Decisions is www.dot.state.fl.us/construction/wage.htm.

PAL Building Metal Roof Rehabilitation Project

Hydro/Friction Cranes without Oiler/Apprentices when Approved by Union; & All Type of Flying Cranes; Boom Truck.....	\$ 29.05	8.80
Cranes with Boom Length Less than 150 Feet (With or without jib); Hydro Cranes 25 Tons & Under, & Over 50 Tons (With Oiler/Apprentice); Boom Truck.....	\$ 28.32	8.80
OPERATOR: Mechanic.....	\$ 28.32	8.80
OPERATOR: Oiler.....	\$ 22.99	8.80

IRON0402-002 02/01/2015

	Rates	Fringes
IRONWORKER, ORNAMENTAL, REINFORCING AND STRUCTURAL.....	\$ 22.29	7.90

PAIN0452-004 08/01/2014

	Rates	Fringes
PAINTER: Spray.....	\$ 15.75	7.88

* PLUM0630-002 07/01/2015

	Rates	Fringes
PLUMBER.....	\$ 26.86	10.73

SHEE0032-003 12/01/2013

	Rates	Fringes
SHEETMETAL WORKER (HVAC Duct Installation).....	\$ 23.50	12.18

SUFL2009-036 05/22/2009

	Rates	Fringes
BRICKLAYER.....	\$ 18.93	0.00
CARPENTER.....	\$ 17.03	1.37
CEMENT MASON/CONCRETE FINISHER...	\$ 14.00	0.00
INSULATOR - PIPE & PIPEWRAPPER...	\$ 13.13	3.03
LABORER: Asphalt Shoveler.....	\$ 7.88	0.00
LABORER: Common or General.....	\$ 12.00	2.33
LABORER: Concrete Saw (Hand Held/Walk Behind).....	\$ 12.63	0.00
LABORER: Mason Tender - Brick...	\$ 10.75	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 12.83	1.90

PAL Building Metal Roof Rehabilitation Project

LABORER: Pipelayer.....	\$ 13.43	1.40
LABORER: Roof Tearoff.....	\$ 8.44	0.00
LABORER: Landscape and Irrigation.....	\$ 10.43	0.68
OPERATOR: Asphalt Spreader.....	\$ 11.41	0.00
OPERATOR: Bulldozer.....	\$ 16.21	0.00
OPERATOR: Distributor.....	\$ 12.37	0.00
OPERATOR: Forklift.....	\$ 14.00	0.00
OPERATOR: Grader/Blade.....	\$ 13.73	0.00
OPERATOR: Loader.....	\$ 15.15	5.45
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 12.75	0.00
OPERATOR: Roller.....	\$ 10.94	0.00
OPERATOR: Screed.....	\$ 13.05	0.00
OPERATOR: Tractor.....	\$ 9.91	0.00
OPERATOR: Trencher.....	\$ 11.75	0.00
PAINTER: Brush and Roller.....	\$ 12.16	1.85
PIPEFITTER.....	\$ 17.85	2.54
ROOFER, Includes Built Up, Hot Tar, Modified Bitumen, Shake & Shingle, Single Ply, Slate, & Tile Roofs (Excludes Installation of Metal Roofs).....	\$ 12.00	0.00
ROOFER: Metal Roof.....	\$ 17.10	0.00
SHEET METAL WORKER, Excludes HVAC Duct Installation.....	\$ 15.62	2.03
TILE SETTER.....	\$ 15.31	0.00
TRUCK DRIVER, Includes Dump Truck.....	\$ 10.00	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 13.78	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====
Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

PAL Building Metal Roof Rehabilitation Project

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter

PAL Building Metal Roof Rehabilitation Project

* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations.

Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7).

Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board).

Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

**SECTION XII
CLEANING UP**

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

SECTION XIII INSPECTION AND CORRECTION OF DEFECTS

In order to determine whether the required material has been delivered or the required work performed in accordance with the terms and conditions of the Contract documents, the Project Manager shall make inspection as soon as practicable after receipt from the Contractor of a Notice of Performance or delivery ticket. If such inspection shows that the required material has been delivered and required work performed in accordance with terms and conditions of the Contract documents and that the material and work is entirely satisfactory, the Project Manager shall approve the invoice when it is received. Thereafter the Contractor shall be entitled to payment, as described in Section V. If, on such inspection the Project Manager is not satisfied, he shall as promptly as practicable inform the parties hereto of the specific respects in which his findings are not favorable. Contractor shall then be afforded an opportunity if desired by him, to correct the deficiencies so pointed out at no additional charge to the City, and otherwise on terms and conditions specified by the Project Manager. Upon failure of the Contractor to perform the work in accordance with the Contract Documents, including any requirements with respect to the Schedule of Completion, and after five (5) days written notice to the Contractor, the City may, without prejudice to any other remedy he may have, correct such deficiencies. The Contractor shall be charged all costs incurred to correct deficiencies. Such examination, inspection, or tests made by the Project Manager, at any time, shall not relieve Contractor of his responsibility to remedy any deviation, deficiency, or defect.

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

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

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

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

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

SECTION XIV ADDITIONAL REQUIREMENTS

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

The City shall be listed as an original owner on all manufacturers' warranties, if any, for materials and services. The warranties shall include a load rating at the end of construction that meets or exceeds AASHTO and Department standards and requirements.

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

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

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

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

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

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

Cooperative Purchasing Agreement - This Contract may be expanded to include other governmental agencies provided a cooperative purchasing agreement exists or an inter-local agreement for joint purchasing exists between the City of Port St. Lucie and other public agencies. The Contractor may agree to allow other public agencies the

same items at the same terms and conditions as this bid, during the period of time that this Contract is in effect. Each political entity will be responsible for execution of its own requirements with the Bidder.

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

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

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

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

Standard Production Items – All products offered must be standard production items that have been available to the trade for

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

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

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

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

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

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

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

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

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

Adjustments - The Contractor shall be responsible to arrange with utility companies for any adjustment necessary to the valve boxes, manholes, or castings so that they will conform to the new grade after placement of the sidewalk. The Contractor shall also be responsible to identify, and avoid damage to all utilities (publicly and privately owned) within the area where work is being performed.

Damages - The Contractor shall be responsible for the charge and care of all work from damage by the elements or from any cause whatsoever until the City confirms in writing to the Contractor that said work is, "substantially complete" and/or "accepted". The Contractor shall be responsible until said written notice is received to repair and make good at their expense any such damage.

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

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

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

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

City of Port St. Lucie
Page 17 of 21

Engineering Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099 (772) 871-5175

SECTION XV ASSIGNMENT

The Contractor shall not delegate, sublet or subcontract any part of the work, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title of interest therein or his obligations there under, or monies due or to become due under this Contract, without prior written consent of the City. Contractor must perform at least thirty percent (30%) of the contracted scope of work. In case the Contractor assigns remaining percent or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the work called for in this Contract. Any assignment of the Contract shall in no way affect any provisions of Specifications or the Contract Documents.

SECTION XVI TERMINATION, DELAYS AND LIQUIDATED DAMAGES

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

B. Liquidated Damages for Delays. If material is not provided or work is not completed within the time stipulated in this Contract, including any extensions of time for excusable delays as herein provided, (it being impossible to determine the actual damages occasioned by the delay) the Contractor shall provide to the City one 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) days of official notice of scheduled delivery or scheduled work of the cause of delay. If, on the basis of the facts and the terms of this Contract, the delay is properly excusable the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

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

SECTION XVII LICENSING

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

SECTION XVIII SAFETY PRECAUTIONS

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

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

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

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

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

**SECTION XIX
LAW AND VENUE**

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

**SECTION XX
REIMBURSEMENT FOR INSPECTION**

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

**SECTION XXI
APPROPRIATION APPROVAL**

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

**SECTION XXII
ENTIRE CONTRACT**

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

(Balance of page intentionally left blank.)

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

CITY OF PORT ST. LUCIE FLORIDA

By: _____
City Manager

By: _____
Authorized Representative of **Therma Seal Roof Systems, LLC**

Print Representative's Name

State of: _____

County of: _____

Before me personally appeared: _____)
(please print)

Please check one:

Personally known _____

Produced Identification: _____
(type of identification)

Identification No. _____

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

WITNESS my hand and official seal, this _____ day of _____, 2016.

Notary Signature

Notary Public-State of _____ at Large.

My Commission Expires _____.

(seal)

**SECTION 07 5600
FLUID-APPLIED ROOFING**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Fluid-applied Silicone roofing for Metal Roof.
- B. Accessories.

1.02 RELATED REQUIREMENTS

1.03 REFERENCE STANDARDS

- A. ASTM D412 - Standard Test Methods for Vulcanized Rubber and Thermoplastic Elastomers-Tension; 2006a (Reapproved 2013).
- B. CRRC-1 - Standard; Cool Roofs Rating Council; 2012. (ANSI/CRRC-1)

1.04 SUBMITTALS

- A. Product Data: Provide manufacturer's data for membrane and accessory materials.
- B. Certificate: Certify that products meet or exceed specified requirements.
- C. Manufacturer's Installation Instructions: Include standard installation instructions, acceptable installation temperature range, and procedures for unusual perimeter conditions.
- D. Warranty: Submit manufacturer warranty and ensure forms have been completed in Owner's name and registered with manufacturer.

1.05 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacture of fluid-applied roofing or waterproofing membranes.
 - 1. Ten years documented experience manufacturing type of product specified.
- B. Installer Qualifications: Company specializing in installation of fluid-applied roofing or waterproofing.
 - 1. Approved by roofing manufacturer.
 - 2. Five years' documented experience.

1.06 FIELD CONDITIONS

1.07 WARRANTY

- A. See Section 01 7800 - Closeout Submittals, for additional warranty requirements.
- B. Provide Ten Year Material and Labor manufacturer warranty that roofing membrane will not crack, split, or flake under normal weather conditions and will not fail to resist penetration of water during that time period.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Fluid-Applied Silicone Roofing:
 - 1. Gaco Western S2000 Silicone System.
 - 2. Substitutions: Upon approval

2.02 MEMBRANE MATERIAL

- A. Fluid-Applied Silicone Roofing: Solvent Free, 100% Silicone, single component waterproof elastomeric moisture-curing silicone coating.
 - 1. Solar Reflectance Index - Initial: 111, minimum, determined in accordance with ASTM E1980.
 - 2. Solar Reflectance - Initial: 0.88 minimum, determined in accordance with ASTM C1549.
 - 3. Thermal Emittance - Initial: 0.87 minimum, determined in accordance with ASTM C1371.
 - 4. Solids by Weight: 96.5% minimum, determined by Method 4041.
 - 5. Solids by Volume: 95%

6. Cured Thickness: 22 mils (.55 mm), minimum (no reinforcing fabric).
7. Suitable for installation over metal, concrete, built-up bituminous, and single-ply sheet roofing substrates.
8. VOC Content: 35 g/l.
9. Tensile Strength: 450 psi (____ MPa), minimum, measured in accordance with ASTM D412.
10. Ultimate Elongation: 174 percent, measured in accordance with ASTM D412.
11. Products:
 - a. Gaco Western S2000 Silicone.
 - b. Substitutions: Upon Approval

2.03 ACCESSORIES

- A. Cleaner: GacoFlex GacoWash Concentrated Cleaner
- B. Primer: GacoFlex E-5320 Epoxy Primer
- C. Sacrificial Tape: 3M Scotchblue Industrial Adhesive Masking Tape 2750 or equal.
- D. Tape: GacoFlex SF-2000 SeamSeal brush applied or GacoFlex 66-S Polyester Tape embedded in two coats of GacoFlex S-20 Series Silicone.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify existing conditions before starting work.
- B. Verify substrate surfaces are free of frozen matter, dampness, loose particles, cracks, pits, projections, penetrations, or foreign matter detrimental to adhesion or application of roofing system.
- C. Verify that substrate surfaces are smooth, free of honeycomb or pitting, and not detrimental to full contact bond of roofing materials.
- D. Verify that roof openings, curbs, and items that penetrate surfaces to receive roofing are securely installed.

3.02 PREPARATION

- A. Clean and prepare surfaces to receive roofing in accordance with manufacturer's instructions and recommendations.
- B. Inspect Fasteners: Tighten and/or replace all loose metal deck fasteners.
- C. Protect adjacent surfaces not designated to receive roofing.

3.03 INSTALLATION

- A. Apply roofing in accordance with manufacturer's instructions and recommendations, to specified minimum thickness.
- B. Do not apply roofing to surfaces unacceptable to manufacturer.
- C. Apply primer at a rate recommended by manufacturer.
 1. No Rust: Apply 1 (one) coat of GacoFlex E5320 Primer at a rate of one gallon per 300 sq. ft.
 2. Minimal Rust: Apply 2 (two) coats of GacoFlex E-5320 Primer at a rate of one gallon per 300 sq. ft. per pass, resulting in a total of one gallon per 150 sq. ft. of finished primer.
 3. Pronounced rusting: Apply 2 (two) coats of GacoFlex E-5320 Primer at a rate of one gallon per 150 sq. ft per pass, resulting in one gallon per 75 sq. ft. of finished product.
- D. All exposed fasteners must be waterproofed by applying GacoFlex SF-2000 SeamSeal to the fastener heads by brush.
- E. All seams, flashings, protrusions and terminations must be waterproofed by one of the following methods.
 1. Taping: Apply a 6" wide strip of GacoFlex S-20 Silicone at a rate of 1.5 gal per 100 square feet, centered on the seam. Immediately embed GacoFlex 66-S polyester tape in to the

wet coating and apply another coat of GacoFlex S-20 Silicone at a rate of 1.5 gal per 100 square feet to completely cover the polyester tape. The tape must be applied smooth, without wrinkles, "fish mouths", blisters or pinholes.

2. GacoFlex SF-2000 SeamSeal, applied by brush or roller, 4" wide, centered on the seam, at a rate of 1 gal per 75-100 sq. ft. On horizontal seams (end laps) and other details where significant movement due to expansion, contraction, or other factors may occur; it is necessary to apply sacrificial tape prior to the application of GacoFlex SF-2000 SeamSeal.

F. Coating:

1. Apply 1 (one) coat of GacoFlex S-20 Silicone Series at a rate of 1.5 gallons per 100 sq. ft. Coat all surfaces including expansion joint covers and flashing. At all edges and penetrations, an extra pass must be applied. Dry film thickness shall be a minimum of 22 dry mils (.56mm).

3.04 FIELD QUALITY CONTROL

- A. Coating Thickness: The finished dry film thickness will measure a minimum of 22 dry mils (.55mm)
- B. Defects: There shall be no blisters, pinholes, voids or membrane defects of any kind.
- C. Variations: Any variations from specified procedures or limits found by the contractor or representatives of Gaco Western, Inc. or the owner shall be immediately corrected by the contractor.

3.05 PROTECTION

- A. Protect installed roofing and flashings from construction operations.

END OF SECTION

**CITY OF PORT ST. LUCIE
PROCUREMENT MANAGEMENT DEPARTMENT
E-BID TABULATION REPORT**

E-BID # 20160065
 OPENED: March 3, 2016
 TIME: 2:00:00 pm

E-Bid: Police Athletic League (PAL) Building Metal Roof Rehabilitation Project

Bidder #1	Bidder #2
Therma Seal Roof Systems, LLC	Alliance Group Contracting Corp.
Lump Sum Price: \$33,000.00	Lump Sum: \$34,812.75
Number of Calendar Days: 30	Number of Calendar Days: 30
Accepts Visa: No	Accepts Visa: Yes
Discount with Visa: N/A	Discount with Visa: 5% (included in price)
Submitted Bid Bond: Yes	Submitted Bid Bond: Yes
Submitted 5 Projects: Yes	Submitted 5 Projects: Yes
Submitted License: Yes & Gacoflex Qualified applicator	Submitted License: Yes & Gacoflex Qualified applicator
Submitted Questionnaire: Yes	Submitted Questionnaire: Yes
Submitted Insurance: Yes	Submitted Insurance: Yes
Acknowledged all Addenda: Yes	Acknowledged all Addenda: Yes
Submitted Drug Free Form: Yes	Submitted Drug Free Form: Yes
Company has ever filed for Bankruptcy : No	Company has ever filed for Bankruptcy : No
Any Judgments: None	Any Judgments: None
Any Lawsuits: None	Any Lawsuits: None
Any Criminal violations: None	Any Criminal violations: None
Listed Subcontractors: Not using subs	Listed Subcontractors: Not using subs
Submitted all forms: Yes	Submitted all forms: Yes
On Debarment List: No	On Debarment List: No

Number of E-Bids received: 2
 Number of Plan Holders: 13
 Number of Potential Bidders: 439
 Number of Non-Responsive Bids: 0

NOTE: Offers from vendors listed herein are the only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late.

E-Bid Reply Sheet #20160065

**Police Athletic League (PAL) Building Metal Roof Rehabilitation Project
Community Development Block Grant (CDBG) Funded**

1. **COMPANY NAME:** Therma Seal Roof Systems, LLC.

DIVISION OF: N/A

PHYSICAL ADDRESS: 1421 Oglethorpe Road, West Palm Beach, FL 33405

MAILING ADDRESS: Same as above.

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: 609 223-2096 FAX NO. 609 444-2272

CONTACT PERSON: Dave Wikel E-MAIL: estimates@thermaserialroofs.com

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

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

Dave Wikel

President. Charlie Sapienza VP of Operations & Mike Fuggetta V.P. of Estimating

Vice President N/A

Treasurer _____

How long in present business: 20 How long at present location: 3 months

Is firm claiming Local Preference under Chapter 35.12? 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	Addendum Number	Date Issued
<u>N/A</u>			

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

5. BID RESPONSE:

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

5.2 Percentage of discount when payment is made with Visa: 0 %

*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 Lump Sum amount (less the Visa discount, if applicable): \$ 33,000.00
(This figure must match the E-Bid Reply Sheet and the figure that is to be used on the Demandstar web page. 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.)

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. The Lump Sum total shall be figured and entered on line 5.3 above and entered on the Demandstar web page. The City reserves the right to split the award, if in the City's opinion such a split is in the best interest of the City.

6. INSURANCE/CERTIFICATES/LICENSE - Bidders are required, in accordance with Bid document Section VIII, to submit a copy of their Insurance Certificate for the type and dollar amount of insurance they currently maintain. Bidders are required to submit all licenses and certifications required to perform construction of this project.

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

8. CERTIFICATION

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

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

[Handwritten Signature] _____
Signature Title
President

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

Balance of page left intentionally blank



This certifies that

THERMA SEAL ROOF SYSTEMS, LLC

#130926a

is a GacoFlex Qualified Applicator



*Metal Roof Coating
Smooth Built Up Roof Coating
Single Ply Roof Coating
Foam Roofing Recoat*

Charles Skalski

CHARLES SKALSKI

Vice President, GacoFlex Coatings

March 2017

DRUG-FREE WORKPLACE FORM

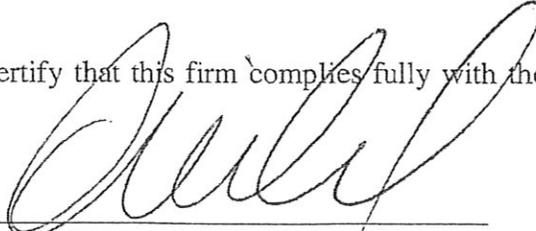
The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

Therma Seal Roof Systems, 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 bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or Contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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



Bidder's Signature

3/2/16

Date

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. Therma Seal Roof Systems, LLC	
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: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <u>S</u> <small>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.</small> <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) 1421 Oglethorpe Road	Requester's name and address (optional)
6 City, state, and ZIP code West Palm Beach, Florida 33405	
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	
4 6 - 1 9 9 0 8 3 7	

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person	Date ▶ 2/29/2016
-----------	--------------------------	-------------------------

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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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
- 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/2/2016

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 Frank H. Furman, Inc. 1314 East Atlantic Blvd. P. O. Box 1927 Pompano Beach FL 33061		CONTACT NAME: Sandra LaRue PHONE (A/C, No, Ext): (954) 943-5050 FAX (A/C, No): (954) 942-6310 E-MAIL ADDRESS: sandra@furmaninsurance.com															
INSURED Therma Seal Roof Systems LLC Therma Seal Roof Systems - Residential, LLC 1421 Oglethorpe Rd West Palm Beach FL 33405		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A Gemini Insurance Company</td> <td>10833</td> </tr> <tr> <td>INSURER B MAPFRE Ins Co FL</td> <td>34932</td> </tr> <tr> <td>INSURER C Commerce & Industry Insurance Co</td> <td>19410</td> </tr> <tr> <td>INSURER D Bridgefield Employers Ins Co</td> <td>10701</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A Gemini Insurance Company	10833	INSURER B MAPFRE Ins Co FL	34932	INSURER C Commerce & Industry Insurance Co	19410	INSURER D Bridgefield Employers Ins Co	10701	INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #																
INSURER A Gemini Insurance Company	10833																
INSURER B MAPFRE Ins Co FL	34932																
INSURER C Commerce & Industry Insurance Co	19410																
INSURER D Bridgefield Employers Ins Co	10701																
INSURER E:																	
INSURER F:																	

COVERAGES

CERTIFICATE NUMBER: CL1621557993

REVISION NUMBER:

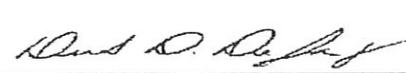
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 SUBR INSP WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	VNGP001215	3/1/2016	3/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		4150160012469	3/1/2016	3/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		BE060293510	3/1/2016	3/1/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	0830-52359	3/1/2016	3/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Project: Police Athletic League (PAL) Building Metal Roof Rehabilitation 2101 SE Tiffany Avenue. Port Saint Lucie, FL 34952 - City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents and shall include Contract #20160065 - Police Athletic League (PAL) Building Metal Roof Rehabilitation Project are listed as additional insureds for General Liability as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Port St. Lucie 121 SW Port St. Lucie Blvd Port St. Lucie, FL 34984	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 Dirk DeJong/SL 
--	---

© 1988-2014 ACORD CORPORATION. All rights reserved.

CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER

CCC1325862

The ROOFING CONTRACTOR
 named below IS CERTIFIED
 Under the provisions of Chapter 489, F.S.
 Expiration date: AUG 31, 2016



WIKEL DAVE LESLIE
 THERMA SEAL ROOF SYSTEMS LLC
 1421 OGLETHORPE ROAD
 WEST PALM BEACH, FL 33405

ISSUED: 11/22/2015

DISPLAY AS REQUIRED BY LAW

SEQ # L1511220001090



ANNE M. GANNON
 CONSTITUTIONAL TAX COLLECTOR
 Serving Palm Beach County

P.O. Box 3353, West Palm Beach, FL 33402-3353
 www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****

1421 OGLETHORPE RD
 WEST PALM BEACH, FL 33405

Serving you.

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0125 CW ROOFING CONTRACTOR	WIKEL DAVE LESLIE	CCC1325862	U16.232577 - 01/12/16	\$3.30	B40174723

This document is valid only when received by the Tax Collector's Office.

STATE OF FLORIDA
 PALM BEACH COUNTY
 2015/2016 LOCAL BUSINESS TAX RECEIPT

LBTR Number: 201360539
 EXPIRES: SEPTEMBER 30, 2016

THERMA SEAL ROOF SYSTEMS LLC
 THERMA SEAL ROOF SYSTEMS LLC
 1421 OGLETHORPE RD
 WEST PALM BEACH, FL 33405



This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



ANNE M. GANNON
 CONSTITUTIONAL TAX COLLECTOR
 Serving Palm Beach County

P.O. Box 3353, West Palm Beach, FL 33402-3353
 www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****

1421 OGLETHORPE RD
 WEST PALM BEACH, FL 33405

Serving you.

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0081 ROOFING CONTRACTOR	WIKEL DAVE LESLIE	CCC1325862	U16.232577 - 01/12/16	\$3.30	B40174724

This document is valid only when received by the Tax Collector's Office.

STATE OF FLORIDA
 PALM BEACH COUNTY
 2015/2016 LOCAL BUSINESS TAX RECEIPT

LBTR Number: 201360538
 EXPIRES: SEPTEMBER 30, 2016

THERMA SEAL ROOF SYSTEMS LLC
 THERMA SEAL ROOF SYSTEMS LLC
 1421 OGLETHORPE RD
 WEST PALM BEACH, FL 33405



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.

CONTRACTOR'S QUESTIONNAIRE

It is understood and agreed that the following information is to be used by the City to determine the qualifications of prospective Contractor to perform the work required. The Contractor waives any claim against the City that might arise with respect to any decision concerning the qualifications of the Contractor.

The undersigned attests to the truth and accuracy of all statements made on this questionnaire. Also, the undersigned hereby authorizes any public official, Engineer, Surety, bank, material or equipment manufacturer, or distributor, or any person, firm or corporation to furnish the City any pertinent information requested by the City deemed necessary to verify the information on this questionnaire.

Dated at 1421 Oglethorpe Road, this 2nd day of March 2016
(Location)

Name of Organization/Contractor: Therma Seal Roof Systems, LLC.

By: Dave Wikel president
Name and Title

1. Corporation, Partnership, Joint Venture, Individual or other? Limited liability corporation.

2. Firm's name and main office address, telephone and fax numbers

Name: Therma Seal Roof Systems, LLC.
Address: 1421 Oglethorpe Road, West Palm Beach, FL 33405

Telephone Number: 561-223-7090
Fax Number: 561-444-2272

3. Contact person: Dave Wikel Email: estimates@thermaserialroofs.com

4. Firm's previous names (if any). N/A

5. How many years has your organization been in business? 25

6. *What product is proposed: Gaco Western - S2000
(If proposing an alternate, product submittal must be submitted ten (10) days prior to bid opening date. See Section 1.7 - Variances to Specifications)

7. *What manufacturer is proposed: Gaco Western S2000 Silicone System
(Must have ten (10) years documented experience manufacturing type of product specified. Attach required documentation)

8. * List five (5) metal roof rehabilitation projects that include fluid-applied roofing applications similar to this project that have been completed by your firm along with a brief description of project, location of project, client name, client phone number, value of contract, your firm's percentage of the total contract value, as well as the number of change orders and the total

change order value. Must have five (5) years of documented experience in fluid-applied roofing or waterproofing. Attach required documentation.

Project Number 1

see attachment A

Project Name:

Description:

Location:

Date completed:

What product was used:

Client Name, Phone Number & Email:

Value of Total Contract:

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

Project Number 2

Project Name:

Description:

Location:

Date completed:

What product was used:

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:

see attachment A

Location: _____

Date completed: _____

What product was used: _____

Client Name, Phone Number & Email: _____

Value of Total Contract: _____

Firm's Percentage of Total Contract: _____

Number of Change Orders: _____

Value of Change Orders: _____

Was Project Completed on Schedule: _____

Was Project Completed within Budget? _____

Project Number 4

Project Name: _____

Description: _____

Location: _____

Date completed: _____

What product was used: _____

Client Name, Phone Number & Email: _____

Value of Total Contract: _____

Firm's Percentage of Total Contract: _____

Number of Change Orders: _____

Value of Change Orders: _____

Was Project Completed on Schedule: _____

Was Project Completed within Budget? _____

Project Number 5

Project Name: _____

Description: _____

Location: _____

Date completed: _____

What product was used: _____

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?

9. List subcontractors and major material suppliers for the project. Include the duties that will be assigned to them, email addresses and telephone numbers. Insert additional sheets if necessary. **All subcontractors listed must complete a "Certification Regarding Lobbying" form and is to be included in the bid package. Attach all licenses and certifications that qualify them to perform the work.**

No Subcontractors.

10. Status of current contracts. Please provide the name & number of current contracts as well as a sample list of the projects currently underway.

11. Has the Proposer or any principals of the applicant organization failed to qualify as a responsible Contractor; refused to enter into a contract after an award has been made; failed to complete a contract during the past five (5) years or been declared to be in default in any contract or been assessed liquidated damages in the last five (5) years? List the name of project, location, client, engineer, date and reason. Use additional pages if needed.

Total Number of Projects where Failure to Complete Work Occurred: 0

Project Number 1

Project Name:

Project Location:

Client Name and Phone Number:

Engineer Name and Phone Number:

Date:

Reason:

Insert additional projects if needed.

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:

none.

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

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

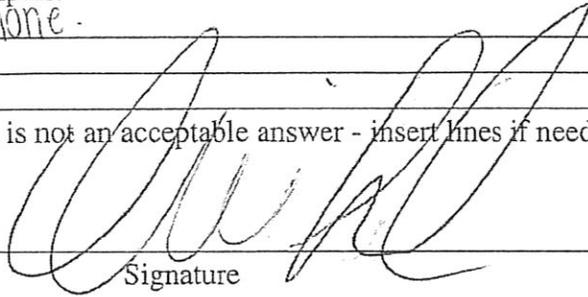
none.

(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:

none.

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



Signature

President.

Title

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

SEALED E-BID NO. 20160065

**PROJECT TITLE: Police Athletic League (PAL) Building Metal Roof Rehabilitation Project
Community Development Block Grant (CDBG) Funded**

State of Florida }

County of Palm Beach }

Dave Wikel, being first duly sworn, disposes and says that:
(Name/s)

1. They are President of Therma Seal Roof Systems, LLC 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) [Signature]
(Title) President

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

The foregoing instrument was acknowledged before me this 3/31/16
(Date)

by: Dave Wikel who is personally known to me or who has produced
_____ as identification and who did (did not) take an oath.

[Signature]
Notary (print & sign name)
Commission No. FF 042521



CITY OF PORT ST. LUCIE, FLORIDA

SEALED E-BID NO. 20160065

PROJECT TITLE: Police Athletic League (PAL) Building Metal Roof Rehabilitation Project
Community Development Block Grant (CDBG) Funded

BUY AMERICA CERTIFICATE OF COMPLIANCE

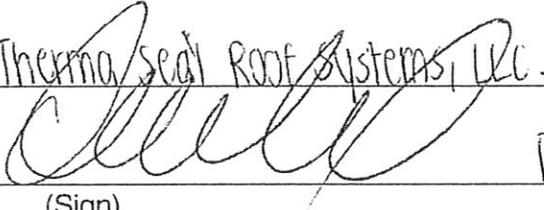
CERTIFICATE OF COMPLIANCE



COMPLIANCE

The Bidder hereby certifies that it will comply with the requirements of 23 C.F.R. 635.410, as amended, and utilize only iron or steel manufactured in the United States, or components made with iron or steel that meet the Buy America requirements. Bidder acknowledges that it will be required to produce Buy America certification(s) from the producer(s) of the steel or iron or components prior to incorporating any such materials into the work or project.

Company Name: Therma Seal Roof Systems, LLC.

Authorized By:  Dave Wikel
(Sign) (Print Name)

Title: President Date: 3/2/10

CITY OF PORT ST. LUCIE, FLORIDA

SEALED BID NO. 20160065

PROJECT TITLE: Police Athletic League (PAL) Building Metal Roof Rehabilitation Project
Community Development Block Grant (CDBG) Funded

CERTIFICATION REGARDING LOBBYING

The undersigned Bidder/Contractor certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying", 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
- (3) The undersigned shall require that the language of this certification be included in the awards documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. 1352 (1)-(2)(A), any person who makes a prohibited expenditure of fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure]

The Bidder/Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Company Name: Therma Seal Roof Systems, LLC.

Authorized By: [Signature] (Sign) Dave Wikei (Print Name)

Title: President Date: 2/10/16

ALL SUBCONTRACTORS ARE REQUIRED TO FILL OUT THIS FORM AND SUBMIT WITH BID PACKAGE

CITY OF PORT ST. LUCIE, FLORIDA

SEALED BID NO. 20160065

PROJECT TITLE: Police Athletic League (PAL) Building Metal Roof Rehabilitation Project
Community Development Block Grant (CDBG) Funded

***Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--
Primary Covered Transactions***

The Bidder certifies that, the firm or any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;

(b) have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property

(c) are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Bidder certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the Florida Department of Transportation."

Company Name: Therma Seal Roof Systems, LLC.
Authorized By:  Dave Wikel
(Sign) (Print Name)
Title: President Date: 2/20/16

E-BID #20160065

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

E-VERIFY

**PROJECT TITLE: Police Athletic League (PAL) Building Metal Roof Rehabilitation Project
Community Development Block Grant (CDBG) Funded**

375-040-68
PROCUREMENT
06/11

Contract No: 20160065

Financial Project No(s): _____

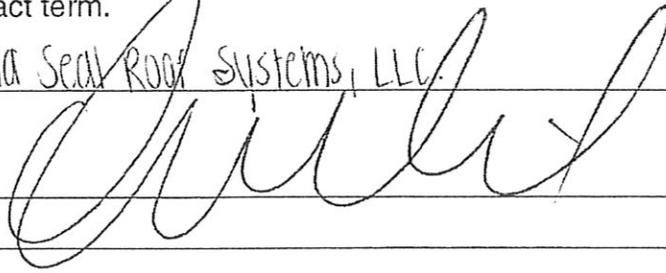
Project Description: Police Athletic League (PAL) Building Metal Roof Rehabilitation Project.

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant :

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

Company/Firm: Therma Seal Roof Systems, LLC.

Authorized Signature: 

Title: President

Date: 2/29/16

CITY OF PORT ST. LUCIE, FLORIDA

SEALED BID NO. 20160065

PROJECT TITLE: Police Athletic League (PAL) Building Metal Roof Rehabilitation Project
Community Development Block Grant (CDBG) Funded

LIST OF REFERENCES

OWNER'S NAME & ADDRESS	PROJECT	CONTACT PERSON	TELEPHONE NUMBER
---------------------------	---------	-------------------	---------------------

See attached. Attachment A.



"A City for All Ages"

VENDOR CODE OF ETHICS

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

- ◆ A Vendor's bid or proposal will be competitive, consistent and appropriate to the bid documents.
- ◆ A Vendor will not discuss or consult with other Vendors intending to bid on the same contract or similar City contract for the purpose of limiting competition. A Vendor will not make any attempt to induce any individual or entity to submit or not submit a bid or proposal.
- ◆ Vendor will not disclose the terms of its bids or proposal, directly or indirectly, to any other competing Vendor prior to the bid or proposal closing date.
- ◆ Vendor will completely perform any contract awarded to it at the contracted price pursuant to the terms set forth in the contract.
- ◆ Vendor will submit timely, accurate and appropriate Invoices for goods and/or services actually performed under the contract.
- ◆ Vendor will not offer or give any gift, item or service of value, directly or indirectly, to a City employee, City official, employee family member or other vendor contracted by the City.
- ◆ Vendor will not cause, influence or attempt to cause or influence, any City employee or City Official, which might tend to impair his/her objectivity or independence of judgment; or to use, or attempt to use, his/her official position to secure any unwarranted privileges or advantages for that Vendor or for any other person.
- ◆ Vendor will disclose to the City any direct or indirect personal interests a City employee or City official holds as it relates to a Vendor contracted by the City.
- ◆ Vendors must comply with all applicable laws, codes or regulations of the countries, states and localities in which they operate. This includes, but is not limited to, laws and regulations relating to environmental, occupational health and safety, and labor practices. In addition, Vendors must require their suppliers (including temporary labor agencies) to do the same. Vendors must conform their practices to any published standards for their industry. Compliance with laws, regulations and practices include, but are not limited to the following:
 - Obtaining and maintaining all required environmental permits. Further, Vendor will endeavor to minimize natural resource consumption through conservation, recycling and substitution methods.
 - Providing workers with a safe working environment, which includes identifying and evaluating workplace risks and establishing processes for which employee can report health and safety incidents, as well as providing adequate safety training.
 - Providing workers with an environment free of discrimination, harassment and abuse, which includes establishing a written antidiscrimination and anti-bullying/harassment policy, as well as clearly noticed policies pertaining to forced labor, child labor, wage and hours, and freedom of association.

E-Bid Number: 20160065
Name of Organization/Proposer: Therma Seal Roof Systems, LLC.
Signature: [Handwritten Signature]
Printed Name and Title: Dave Wikel president
Date: 2/29/16

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

DAVIS BACON PROVISIONS "SUMMARY"

The **Davis – Bacon Act** requires the payment of prevailing wage rates (which are determined by the U.S. Department of Labor) to all laborers and mechanics on **Federally funded construction projects in excess of \$2,000**. Construction includes alteration and / or repair, including painting and decorating of public buildings or public works. The prime contractor is responsible for the full compliance of all employers (the contractor, subcontractors and any lower-tier subcontractors) with the labor standards provisions applicable to the project.

MINIMUM WAGES

- ❖ Employees are not to be paid less than the rates included in the Wage Determination (copy attached.)
- ❖ **Wage Determination & Notice to All Employees must be posted at all times by the contractor and all subcontractors at the work site(s) in a prominent place.**
- ❖ Laborers or mechanics not listed in the Wage Determinations - HUD shall approve additional classification and wage rate(s) only when certain criteria are met.
- ❖ If the minimum wage rate in the contract for a class of laborers or mechanics includes fringe benefits which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the Wage Determination or shall pay another bona fide fringe benefit or an hourly cash equivalent.

WITHHOLDING

- ❖ In the event of failure to pay any laborer or mechanic (including apprentice, trainee or helper) all or part of the wages required by the contract, after written notice, D.O.L. may take such action as may be necessary to cause suspension of any further payment, advance, or guarantee of funds until the violations have ceased.



PAYROLL AND BASIC RECORDS

- ❖ Must submit weekly payrolls (can use any form) and must include a "Statement of Compliance" signed by the contractor, subcontractor or designee (see attached) and **payrolls must be number sequentially**
- ❖ The first payroll record must contain full postal address and social security number of each worker, in addition to correct job classification, hourly wage paid, number of hours worked, deductions and actual amount paid. Succeeding payrolls do not have to show social security number or address unless there is a change in the information. **Certified payrolls signed by non-owners/officers need to submit authorization letter from owner/officers**
- ❖ Payrolls must be kept for three (3) years after completion of the job.
- ❖ If the payrolls show work classifications that do not appear on the wage decision, the employer will be asked to reclassify the employees in accordance with the wage decision or the employer may request an additional classification and wage rate. **Additional classification requests require a 45 business day turnaround time by the Department of Labor.**
- ❖ Contractors employing apprentices or trainees shall maintain written evidence of the registration of apprenticeship programs and certificates of trainee programs.

- ❖ "No work" Payrolls may be submitted whenever there is a temporary break in your work on the project. If you know that your firm will not be working on the project for an extended period of time, you may send a short note to PSL Community Services giving the approximate dates of the "no work" period.
- ❖ The payroll should show ONLY the regular and overtime hours worked on this project. Show both the daily and total weekly hours for each employee. If an employee performs work at job sites other than the project for which the payroll is prepared, those "other job" hours should not be reported on the payroll. In these cases, you should list the employee's name, classification, hours for this project only, the rate of pay and gross earnings for this project and the gross earned for all projects. Deductions and net pay may be based upon the employee's total earnings for all projects for the week.
- ❖ Records must be made available for inspection. Contractor must permit representatives to interview employees during working hours on the job site(s).
- ❖ Overtime is to be paid at not less than one and one-half the basic rate of pay for all hours worked in excess of forty (40).
- ❖ Contractor shall be responsible for compliance of any subcontractors or lower tier subcontractors. Contractor is also responsible for payment of employees of any subcontractor or lower tier subcontractors.
- ❖ Contractor shall include labor standards provisions and applicable wage decision to every subcontract so that such provisions will be binding on each subcontractor.
- ❖ Davis Bacon contract provisions - 29 CFR Part 5 synopsis
 - Minimum wages
 - Withholding if standards are not met
 - Payrolls and basic records
 - Apprentices and trainees
 - Equal employment opportunity
 - Compliance with Copeland Act - Anti-kickback Act
 - Subcontracts must have Davis Bacon/Copeland info
 - Disputes concerning labor standards
 - Contract Work Hours and Safety Standards Act language must be inserted into contracts regarding: overtime, violations, withholdings, subcontracts.

The above information was reviewed with me on 2/29/16

Signature of Contractor

AIA Document A310 – 2010

Bid Bond

CONTRACTOR:

Therma Seal Roof Systems, LLC
1421 Oglethorpe Road
West Palm Beach, FL. 33405

SURETY:

United States Fire Insurance Company
305 Madison Avenue
Morristown, NJ 07962

OWNER: City of Port St. Lucie

121 SW Port St. Lucie Blvd
Port Se. Lucie, FL. 34984-5099

BOND AMOUNT:

Five Percent of Amount Bid (5% of Amount Bid)

PROJECT: Police Athletic League (PAL) Building Metal Roof Rehabilitation Project.
#20160065

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 3rd day of March, 2016.

Witness/Attest:

By: Margaret Wikel

Therma Seal Roof Systems, LLC

By: [Signature]

(Principal)

By: [Signature]

Doreen Shearin

United States Fire Insurance Company

By: [Signature]

David T. Satine, Attorney-in-Fact

(Surety)

This document conforms to AIA Document A310 - 2010 BID BOND. THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NY AVE NW, WASHINGTON, DC 20006.

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

17142

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Warren M. Alter, David T. Satine

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars (\$7,500,000).**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 1, 2017.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 5th day of August, 2015.



State of New Jersey }
County of Morris }

UNITED STATES FIRE INSURANCE COMPANY

Anthony R. Slimowicz, Senior Vice President

On this 5th day of August, 2015 before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



SONIA SCALA
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES 3/25/2019

Sonia Scala (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 3rd day of March, 2016



UNITED STATES FIRE INSURANCE COMPANY

Al Wright, Senior Vice President



ROOF SYSTEMS, LLC.

State License #CCC1325862

Therma Seal Roof Systems, LLC

1421 Oglethorpe Road
West Palm Beach, FL 33405

ATTACHMENT A

Phone: (561) 223-2096

Fax: (561) 444-2272

REFERENCES

- Project:** Palmland Villas- 15 buildings- \$765,000.00
Contractor: Therma Seal Roof Systems, LLC
Property Manager: Susan Barrett LCAM susan@davenportpro.net
Davenport Professional Property Management
561-267-0175
Address: 1900 Palmland Avenue
Boynton Beach, Florida
Description: Re-roof of 15 buildings- tear off and replace flat decks with TPO single
ply and sloped roofs with shingles
Manufacturer: GAF Shingles / Flat Roof (GAF)
- Project:** Ron de Lugo Federal Courthouse - \$1,850,000.00
Contractor: Schneider Electric
Project Manager: Mr. Bhaskar Patel Bhaskar.patel@schneider-electric.com
614/519-1395
Address: 5500 Veterans Drive
Charlotte Amalie, US Virgin Islands
Description: Complete tear off of a 40,000 square feet of flat and sloped roofing and
install new single ply TPO- Carlisle and Peterson aluminum standing seam
roof.
- Project:** South Florida Reception Center (SFRC) Re-Roof - \$ 825,000.00
Owner: State of Florida
Department of Corrections
Owner Contact: Hans Gregersen (850/717-3934) gregersen.hans@mail.dc.state.fl.us
Address: 14000 NW 41st Street
Doral, Florida 33025
Description: Tear off 60,000 SF and install GAF Insulation, 080 TPO Membrane
30 Year Warranty

Solutions Driven. Customer Focused.

Project: **Dolphin Mall - \$ 465,000.00**
Contractor: Whiting Turner Construction Company
Project Manager: Mr. Joe Roehl Joel.roehl@whiting-turner.com
1-772.519.2374
Address: 11401 MW 12th Street
Miami, Florida 34470
Description: New Construction of 50,000 sq.ft. Modified Roofing
Manufacturer: Flat Roof (Johns Manville)

Project: **Stuart Lodge Assisted Living - \$ 385,000.00**
Contractor: Core Construction Company
Project Manager: Mr. Brett Barry – 941/445-3866
bretbarry@coreconstruction.com
Address: 1301 SE Palm Beach Road
Stuart, Florida 33994
Description: New Construction of 20,000 square feet of single ply (Carlisle) and 56,000 square feet of asphalt shingles.

Project: **Broward Public Safety**
Contractor: West Construction Company
Project Manager: Mr. Matt West – 561/588-2027 mwest@westconstructioninc.net
Address: 2901 West Broward Boulevard
Fort Lauderdale, Florida 33312
Description: Complete tear-off and reroof of four (4) buildings totaling 40,000 square feet. Installed new Fibertite single ply membrane over tapered insulation.

Project: **AMLI at Miramar Park**
Contractor: Aml Development
Project Manager: John Harris – j.harris@amli.com
Address: 11000 Miramar Blvd.
Miramar, FL 33025
Description: New Construction 200,000 square feet new tile

Project: Village Place Apartments
Contractor: Current Builders
Project Manager: Scott Remer – sremer@currentbuilders.net
Address: 720 NE 4th Avenue
Fort Lauderdale, FL 33304
Description: 60,000 square feet of light weight concrete and
Carlisle Single Ply Membrane

Project: Barcelona Apartments
Contractor: Kast Construction
Project Manager: Kahlil Campbell
[561-662-9283](tel:561-662-9283) - kcampbell@kastbuild.com
Address: 1030 North Military Trail
Jupiter, FL 33458
Description: 140,000 square feet of new tile

Project: Pembroke Pines City Center
Contractor: Suffolk Construction
Project Manager: Alan Barroso – 786/804-4406 ABarroso@suffolk.com
Address: 10700 City Center Boulevard
Pembroke Pines, FL 333026
Description: 900,000 square feet of new tile

Bonding Report

03/03/16



Therma Seal Roof Systems, LLC

Bonding Report

Job Status 4 to 4, Period = 02 (Feb 2016)

Job#	Current Contract	Current Budget	Estimate Profit	Cost to Date	% Budget	Profit to Date	Earned to Date	Billed to Date	Under Billing	Cost to Complete	Remain Contract
13021 - Pompano Fire Station #103	217,564.25	177,380.73	40,183.52	157,577.74	88.84	35,699.04	193,284.08	213,110.27	-19,826.19	19,802.99	4,453.98
13022 - Waterford	28,985.85	21,818.91	7,166.94	21,725.88	99.57	7,136.12	28,861.21	28,985.85	-124.64	93.03	
13041 - Warranty Projects *		901.04	-901.04	901.04	100.00	-901.04					
13106 - Sawgrass Mills Colonnade Four *	605,060.62	532,410.05	72,650.57	532,410.05	100.00	72,650.57	605,060.62	605,060.62			
13111 - Native Learning Center *	98,700.00	87,597.08	11,102.92	87,597.08	100.00	11,102.92	98,700.00	98,700.00			
13128 - Mizner Lake Apartments	2,224,130.42	1,898,587.79	325,542.63	1,809,471.28	95.31	310,274.68	2,119,818.70	2,224,130.42	-104,311.72	89,116.51	
13137 - Marina Palms Yacht Club	555,197.13	492,786.42	62,410.71	418,925.98	85.01	53,055.34	471,973.08	555,197.13	-83,224.05	73,860.44	
13156 - Pembroke Pines City Center	870,554.16	769,196.64	101,357.52	717,612.70	93.29	94,556.43	812,139.98	863,691.66	-51,551.68	51,583.94	6,862.50
13164 - CityPlace Convention Ctr	837,012.90	752,537.05	84,475.85	574,646.41	76.36	64,505.76	639,143.05	781,017.90	-141,874.85	177,890.64	55,995.00
13165 - Homewood Suites	254,854.53	219,247.36	35,607.17	184,920.86	84.34	30,031.09	214,944.31	254,854.53	-39,910.22	34,326.50	
13174 - Crystal Riviera Apartments	363,346.00	338,473.69	24,872.31	166,651.45	49.24	12,247.13	178,911.57	280,100.00	-101,188.43	171,822.24	83,246.00
13180 - Jefferson at Lighthouse Point	465,110.34	420,031.82	45,078.52	414,317.25	98.64	44,465.45	458,784.84	463,516.75	-4,731.91	5,714.57	1,593.59

Bonding Report

03/03/16

Continued...

Job#	Current Contract	Current Budget	Estimate Profit	Cost to Date	% Budget	Profit to Date	Earned to Date	Billed to Date	Under Billing	Cost to Complete	Remain Contract
13187 - Mansions / Aqualina SERV	5,900.00	3,000.00	2,900.00					2,950.00	-2,950.00	3,000.00	2,950.00
13189 - Firestation #110	104,500.00	89,919.00	14,581.00	89,859.97	99.93	14,570.79	104,426.85	104,500.00	-73.15	59.03	
13205 - Lake Worth Drainage District	4,000.00	3,268.69	731.31	1,539.49	47.10	344.45	1,884.00	4,000.00	-2,116.00	1,729.20	
13209 - Metropolitan at 24th Street	478,242.25	408,125.32	70,116.93	381,585.73	93.50	65,559.33	447,156.50	478,242.25	-31,085.75	26,539.59	
13213 - Loftin Place *	299,494.19	257,748.78	41,745.41	257,748.78	100.00	41,745.41	299,494.19	295,697.00	3,797.19		3,797.19
13217 - Rita Gardens *	91,900.00	74,761.30	17,138.70	74,761.30	100.00	17,138.70	91,900.00	88,950.00	2,950.00		2,950.00
13219 - Therna Seal Roof Systems *	598,694.58	598,694.58	-598,694.58	598,694.58	100.00	-598,694.58					
13221 - Kauffman Residence *	2,500.00	2,666.80	-166.80	2,666.80	100.00	-166.80	2,500.00	700.00	1,800.00		1,800.00
13242 - Village Square Elderly Housing	200,000.00	170,603.87	29,396.13	102,727.89	60.21	17,699.41	120,420.00	141,850.00	-21,430.00	67,875.98	58,150.00
13246 - Pembroke Point A *	268,160.65	242,164.37	25,996.28	242,164.37	100.00	25,996.28	268,160.65	261,386.00	6,774.65		6,774.65
13250 - Water Club - North Palm Beach	331,500.00	279,477.16	52,022.84	273,240.69	97.77	50,862.73	324,107.55	299,175.00	24,932.55	6,236.47	32,325.00
13251 - Brio Tuscan Grille DolphinMall *	66,655.88	57,839.11	8,816.77	57,839.11	100.00	8,816.77	66,655.88	65,580.88	1,075.00		1,075.00
13262 - FLL Terminal 3 BHS/CBIS	412,773.73	280,163.07	132,610.66	225,320.13	80.42	106,645.49	331,952.63	357,773.73	-25,821.10	54,842.94	55,000.00
13263 - Palmetto Gardens Plaza	78,175.00	58,574.74	19,600.26	53,098.87	90.65	17,767.64	70,865.64	78,175.00	-7,309.36	5,475.87	
13268 - Bell Building	12,145.00	11,000.00	1,145.00	6,439.50	58.54	670.28	7,109.68	12,145.00	-5,035.32	4,560.50	
13269 - Shawe Residence *	2,400.00	2,852.66	-452.66	2,852.66	100.00	-452.66	2,400.00	2,400.00			

Bonding Report

03/03/16

Continued...

Job#	Current Contract	Current Budget	Estimate Profit	Cost to Date	% Budget	Profit to Date	Earned to Date	Billed to Date	Under Billing	Cost to Complete	Remain Contract
13270 - Marina Palms SOUTH TOWER											
	522,424.00	420,000.00	102,424.00	1,545.00	0.37	378.97	1,932.97		1,932.97	418,455.00	522,424.00
13274 - Harbors Edge											
	172,518.24	110,365.28	62,152.96	74,115.48	67.15	41,735.71	115,846.00	135,912.50	-20,066.50	36,249.80	36,605.74
13275 - Ferguson Senior Residences											
	276,000.00	224,419.15	51,580.85	216,260.50	96.36	49,703.31	265,953.60	276,000.00	-10,046.40	8,158.65	
13277 - BJ Charter											
	495,000.00	407,421.41	87,578.59	5,975.00	1.47	1,287.41	7,276.50		7,276.50	401,446.41	495,000.00
13286 - Las Olas Ocean Resort											
	99,000.00	79,664.19	19,335.81	1,000.00	1.26	243.63	1,247.40		1,247.40	78,664.19	99,000.00
13291 - Courtside Family Apartments											
	201,750.00	148,355.09	53,394.91	127,633.31	86.03	45,935.64	173,565.53	201,700.00	-28,134.47	20,721.78	50.00
13292 - Tuscan Isle											
	485,913.61	448,243.66	37,669.95	343,660.53	76.67	28,881.55	372,549.96	431,392.05	-58,842.09	104,583.13	54,521.56
13294 - Sawgrass Mills-Phase I ParkGar											
	72,000.00	55,018.91	16,981.09	2,479.77	4.51	765.85	3,247.20		3,247.20	52,539.14	72,000.00
13300 - Sky Harbor Condominium											
	79,581.51	60,353.02	19,228.49	51,128.68	84.72	16,290.38	67,421.46	79,581.51	-12,160.05	9,224.34	
13302 - Sheridan of Cooper City ALF											
	268,820.00	217,194.08	51,625.92	120,824.31	55.63	28,719.50	149,544.57	110,874.75	38,669.82	96,369.77	157,945.25
13303 - Boca West CC Ice Plant											
	27,210.00	16,575.96	10,634.04	13,253.06	79.95	8,501.91	21,754.40	27,210.00	-5,455.60	3,322.90	
13304 - Learning Experience											
	68,876.15	51,668.01	17,208.14	49,324.34	95.46	16,426.89	65,749.17	68,876.15	-3,126.98	2,343.67	
13310 - 1307 Duplex											
	32,232.06	25,692.96	6,539.10	25,317.05	98.54	6,443.63	31,761.47	32,232.06	-470.59	375.91	
13312 - Cabo Flats Cantina & Tequila											
	56,677.28	40,757.66	15,919.62	34,388.91	84.37	13,431.38	47,818.62	56,677.28	-8,858.66	6,368.75	
13313 - Boyd Medical Building											
	45,850.00	37,027.40	8,822.60	34,163.96	92.27	8,140.61	42,305.80	45,850.00	-3,544.20	2,863.44	
13315 - Palmetto Promenade											
	991,067.00	889,096.01	101,970.99	144,992.73	16.31	16,631.47	161,643.03	231,155.81	-69,512.78	744,103.28	759,911.19

Bonding Report

Continued...

03/03/16

Job#	Current Contract	Current Budget	Estimate Profit	Cost to Date	% Budget	Profit to Date	Earned to Date	Billed to Date	Under Billing	Cost to Complete	Remain Contract
13317 - Kona Grill-Miami	70,697.12	47,844.16	22,852.96	31,782.46	66.43	15,181.22	46,964.10	69,525.00	-22,560.90	16,061.70	1,172.12
13319 - Hampton Inn - Miami Airport	211,320.00	178,035.61	33,284.39	141,370.08	79.41	26,431.13	167,809.21	211,320.00	-43,510.79	36,665.53	
13320 - De-Ida Building	32,900.00	27,550.56	5,349.44	25,645.77	93.09	4,979.79	30,626.61	32,900.00	-2,273.39	1,904.79	
13321 - Spinnaker Cove Apts	435,092.00	403,451.50	31,640.50	199,500.63	49.45	15,646.23	215,152.99	310,644.00	-95,491.01	203,950.87	124,448.00
13322 - ECRWRF BioSolids Improvement	403,250.00	322,600.00	80,650.00	7,049.00	2.19	1,766.24	8,831.18	10,000.00	-1,168.82	315,551.00	393,250.00
13323 - Therapy Clinic Royal Oaks	800.00	550.00	250.00							550.00	800.00
13325 - Kings Point Re-Roofs	275,564.10	252,587.59	22,976.51	229,036.26	90.68	20,835.10	249,881.53	275,564.10	-25,682.57	23,551.33	
13327 - West Okeechobee Commercial	43,594.15	36,250.28	7,343.87	30,274.44	83.52	6,133.60	36,409.83	43,594.15	-7,184.32	5,975.84	
13328 - 205 Worth Avenue *	6,350.00	2,549.25	3,800.75	2,549.25	100.00	3,800.75	6,350.00	6,350.00			
13333 - Dolphin Mall Canopy	4,950.00	3,960.00	990.00	1,275.01	32.20	318.78	1,593.90	4,950.00	-3,356.10	2,684.99	
13334 - Doubletree Hotel Airport	32,250.00	20,000.00	12,250.00	17,590.85	87.95	10,773.88	28,363.88	32,250.00	-3,886.12	2,409.15	
13335 - SLCIA-Facility Reno & Addition *		750.00	-750.00	750.00	100.00	-750.00					
13337 - Lantana Sports Complex *	41,520.00	49,770.77	-8,250.77	49,770.77	100.00	-8,250.77	41,520.00	41,500.00	20.00		20.00
13338 - Dunkin Donuts	19,335.48	15,969.10	3,366.38	10,475.34	65.60	2,208.35	12,684.07	19,335.48	-6,651.41	5,493.76	
13339 - Park Palm Beach Apartments	307,000.00	250,270.82	56,729.18	330.00	0.13	73.75	399.10		399.10	249,940.82	307,000.00
13341 - Waterways Senior Living Fac.	265,000.00	206,294.31	58,705.69	102,604.18	49.74	29,200.21	131,811.00	122,750.00	9,061.00	103,690.13	142,250.00

Bonding Report

Continued...

03/03/16

Job#	Current Contract	Current Budget	Estimate Profit	Cost to Date	% Budget	Profit to Date	Earned to Date	Billed to Date	Under Billing	Cost to Complete	Remain Contract
13345 - Event Management Renovation											
	52,950.03	42,618.93	10,331.10	34,103.14	80.02	8,266.95	42,370.61	52,950.03	-10,579.42	8,515.79	
13350 - Shoppes at St.Lucie West *											
	27,500.00	22,493.55	5,006.45	22,493.55	100.00	5,006.45	27,500.00	27,500.00			
13352 - Marc Jacobs-Sawgrass Mills											
	3,250.00	2,400.00	850.00	625.47	26.06	221.51	846.95	3,250.00	-2,403.05	1,774.53	
13354 - Sands Commerce Center											
	500.00	400.00	100.00							400.00	500.00
13359 - Torry Burch at Sawgrass											
	7,000.00	4,800.00	2,200.00	1,149.45	23.95	526.90	1,676.50	6,500.00	-4,823.50	3,650.55	500.00
13360 - La Perla-Sawgrass Mills											
	3,500.00	2,200.00	1,300.00	1,152.41	52.38	680.94	1,833.30	3,500.00	-1,666.70	1,047.59	
13361 - Tods at Sawgrass Mills											
	3,250.00	2,000.00	1,250.00	542.60	27.13	339.13	881.73	3,250.00	-2,368.27	1,457.40	
13362 - Loro Piana-Sawgrass Mills											
	6,000.00	4,800.00	1,200.00	1,377.42	28.70	344.40	1,722.00	6,000.00	-4,278.00	3,422.58	
13364 - Miami Gardens Home Day Care *											
	1,025.00	1,050.00	-25.00	1,050.00	100.00	-25.00	1,025.00	1,025.00			
13366 - Rolling Oaks Charter School											
	44,000.00	35,804.35	8,195.65	35,316.19	98.64	8,084.19	43,401.60	44,000.00	-598.40	488.16	
13367 - Jupiter Hills Teaching Fac. *											
	18,500.00	17,816.18	683.82	17,816.18	100.00	683.82	18,500.00	19,000.00	-500.00		-500.00
13368 - McPhail Barn											
	193,000.00	153,696.50	39,303.50	142,752.70	92.88	36,505.09	179,258.40	193,000.00	-13,741.60	10,943.80	
13369 - Rag and Bone-Sawgrass Mills											
	3,250.00	2,600.00	650.00	506.29	19.47	126.56	632.78	3,250.00	-2,617.22	2,093.71	
13370 - Furla at Sawgrass Mills											
	3,250.00	2,000.00	1,250.00	1,993.39	99.67	1,245.88	3,239.28	3,250.00	-10.72	6.61	
13373 - Carolina Herrera-Sawgrass Mill											
	3,500.00	2,800.00	700.00	522.25	18.65	130.55	652.75	3,500.00	-2,847.25	2,277.75	
13374 - Residences at Crystal Lake											
	310,400.00	248,320.00	62,080.00	250.00	0.10	62.08	310.40		310.40	248,070.00	310,400.00

Bonding Report

03/03/16

Continued...

Job#	Current Contract	Current Budget	Estimate Profit	Cost to Date	% Budget	Profit to Date	Earned to Date	Billed to Date	Under Billing	Cost to Complete	Remain Contract
13375 - John Varvatos-Sawgrass Mills	2,500.00	2,000.00	500.00	895.10	44.76	223.80	1,119.00	3,000.00	-1,881.00	1,104.90	-500.00
13376 - Vince-Sawgrass Mills	3,250.00	2,600.00	650.00	1,087.85	41.84	271.96	1,359.80	3,250.00	-1,890.20	1,512.15	
13379 - Strawberry Fields	55,300.00	44,240.00	11,060.00	500.00	1.13	124.98	624.89		624.89	43,740.00	55,300.00
13384 - Riscoe Residence	600.00	600.00						600.00	-600.00	600.00	
13387 - Roselli Park Plaza	17,400.00	11,883.32	5,516.68	10,237.19	86.15	4,752.62	14,990.10	17,400.00	-2,409.90	1,646.13	
13388 - 1801 2nd Avenue	147,700.00	128,807.51	18,892.49	110,927.43	86.12	16,270.21	127,199.24	147,700.00	-20,500.76	17,880.08	
13389 - 1421 Oglethorpe Rd *	1,750.06	1,750.06	-1,750.06	1,750.06	100.00	-1,750.06					
13390 - Stephanie Residence	1,175.00	650.00	525.00	450.00	69.23	363.46	813.45	1,175.00	-361.55	200.00	
13391 - Pet SuperMarket	100,000.00	74,146.67	25,853.33	54,077.94	72.93	18,854.83	72,930.00	100,000.00	-27,070.00	20,068.73	
13392 - 3200 S. Ocean	119,908.97	99,574.03	20,334.94	35,205.39	35.36	7,190.43	42,399.81	35,750.00	6,649.81	64,368.64	84,158.97
13393 - Sembler Dark Shell	35,250.00	27,805.24	7,444.76	24,258.86	87.25	6,495.55	30,755.63	35,250.00	-4,494.37	3,546.38	
13394 - Cancun Grill	46,000.00	38,004.24	7,995.76	35,864.59	94.37	7,545.60	43,410.20	46,000.00	-2,589.80	2,139.65	
13395 - Helmut Lang-Sawgrass Mills *	3,250.00	2,132.22	1,117.78	2,132.22	100.00	1,117.78	3,250.00	3,250.00			
13397 - Verizon Store	32,250.00	28,239.81	4,010.19	23,221.49	82.23	3,297.58	26,519.18	32,250.00	-5,730.82	5,018.32	
13398 - North County Senior Center	198,600.00	157,082.54	41,517.46	37,172.12	23.66	9,823.03	46,988.76		46,988.76	119,910.42	198,600.00
13399 - 347-349 Yamato Dark Shell	30,850.00	22,652.12	8,197.88	750.00	3.31	271.35	1,021.14	21,000.00	-19,978.86	21,902.12	9,850.00

Bonding Report

Continued...

03/03/16

Job#	Current Contract	Current Budget	Estimate Profit	Cost to Date	% Budget	Profit to Date	Earned to Date	Billed to Date	Under Billing	Cost to Complete	Remain Contract
13402 - BP Gas Station											
	720.00	350.00	370.00	350.00	100.00	370.00	720.00	760.00	-40.00		-40.00
13403 - Mattress Firm											
	1,775.00	350.00	1,425.00	350.00	100.00	1,425.00	1,775.00	1,775.00			
13404 - Donnini Residence											
	2,750.00	1,600.00	1,150.00	1,600.00	100.00	1,150.00	2,750.00	2,275.00	475.00		475.00
13407 - Pembroke Pines Charter											
	2,975.00	2,000.00	975.00					2,975.00	-2,975.00	2,000.00	
13409 - Preserve at Palm Aire Reno											
	15,000.00	4,500.00	10,500.00	4,186.96	93.04	9,769.20	13,956.00	15,000.00	-1,044.00	313.04	
13411 - 5601 Powerline											
	2,800.00	550.00	2,250.00	350.00	63.64	1,431.90	1,781.92	1,800.00	-18.08	200.00	1,000.00
13412 - Barney's at Sawgrass											
	5,750.00	4,600.00	1,150.00	764.77	16.63	191.25	956.23	5,750.00	-4,793.77	3,835.23	
13413 - Wagner Creek Apartments											
	87,500.00	72,052.41	15,447.59	254.60	0.35	54.07	306.25		306.25	71,797.81	87,500.00
13414 - Boca Raton Utility Complex											
	4,250.00	3,500.66	749.34							3,500.66	4,250.00
13415 - AUTECH Social Security Admin											
	95,950.98	76,201.75	19,749.23	58,637.00	76.95	15,197.03	73,834.28	93,550.98	-19,716.70	17,564.75	2,400.00
13416 - Burger & Beer Joint											
	16,569.11	9,947.05	6,622.06	3,702.34	37.22	2,464.73	6,167.02	16,569.11	-10,402.09	6,244.71	
13417 - Roof Repl. Various Building											
	368,000.00	299,102.29	68,897.71	14,468.33	4.84	3,334.65	17,811.20	73,480.00	-55,668.80	284,633.96	294,520.00
13421 - Ware Residence											
	1,175.00	750.00	425.00					1,175.00	-1,175.00	750.00	
13422 - Puya Residence #2											
	500.00	300.00	200.00					500.00	-500.00	300.00	
13423 - Mont Blanc-Sawgrass											
	3,250.00	2,600.00	650.00	830.02	31.92	207.48	1,037.40	3,250.00	-2,212.60	1,769.98	
13424 - 6555 Powerline Road											
	145,000.00	121,236.93	23,763.07	39,824.05	32.85	7,806.17	47,632.50	48,333.02	-700.52	81,412.88	96,666.98

Bonding Report

03/03/16

Continued...

Job#	Current Contract	Current Budget	Estimate Profit	Cost to Date	% Budget	Profit to Date	Earned to Date	Billed to Date	Under Billing	Cost to Complete	Remain Contract
13425 - iFly Davie, FL	49,500.00	39,600.00	9,900.00	250.00	0.63	62.37	311.85	311.85	311.85	39,350.00	49,500.00
13426 - 609 Northlake	5,500.00	3,500.00	2,000.00	3,160.78	90.31	1,806.20	4,967.05	3,800.00	1,167.05	339.22	1,700.00
13427 - Traditions Tower II Phase 1	473,280.00	378,624.00	94,656.00	6,757.00	1.78	1,684.88	8,424.38	8,424.38	8,424.38	371,867.00	473,280.00
13428 - Repump #1 Rehabilitation	26,000.00	18,200.04	7,799.96	7,045.53	38.71	3,019.36	10,064.60	10,064.60	10,064.60	11,154.51	26,000.00
13429 - Sunrise Springtree WTP Rehab	33,000.00	26,400.00	6,600.00							26,400.00	33,000.00
13430 - Reims Repairs	450.00	350.00	100.00					450.00	-450.00	350.00	
13431 - Miami City Self Storage-28 Ln	50,000.00	42,096.60	7,903.40	911.00	2.16	170.71	1,080.00		1,080.00	41,185.60	50,000.00
13432 - Firestone Repair	1,450.00	600.00	850.00	509.82	84.97	722.25	1,232.07	1,450.00	-217.93	90.18	
13433 - Miami City Self Storage 6th Av	90,000.00	75,099.88	14,900.12	1,440.00	1.92	286.08	1,728.00		1,728.00	73,659.88	90,000.00
13434 - Bone Fish Grill #2 *	700.00	720.00	-20.00	720.00	100.00	-20.00	700.00	1,400.00	-700.00	100.00	-700.00
13436 - 127 Bears Club Drive	975.00	900.00	75.00	800.00	88.89	66.67	866.68	975.00	-108.32		
13437 - Eagleview											
13438 - Vanilla Box space 4090,4095	3,000.00	2,400.00	600.00	1,210.38	50.43	302.58	1,512.90	6,000.00	-4,487.10	1,189.62	-3,000.00
13439 - 405-445 S. Federal Hwy	11,500.00	7,399.67	4,100.33	250.00	3.38	138.59	388.70		388.70	7,149.67	11,500.00
13440 - Miami City Self Storage 3 & 11	70,000.00	59,012.46	10,987.54	1,175.00	1.99	218.65	1,393.00		1,393.00	57,837.46	70,000.00
13441 - 7221 Haverhill	5,000.00	3,500.00	1,500.00	595.06	17.00	255.00	850.00	1,975.00	-1,125.00	2,904.94	3,025.00

Bonding Report

03/03/16

Continued...

Job#	Current Contract	Current Budget	Estimate Profit	Cost to Date	% Budget	Profit to Date	Earned to Date	Billed to Date	Under Billing	Cost to Complete	Remain Contract
13442 - Walmart-Jupiter	1,531.23	700.00	831.23					1,531.23	-1,531.23	700.00	
13444 - Raich Office	900.00	600.00	300.00	600.00	100.00	300.00	900.00		900.00		900.00
13446 - 15500 NW 77th	1,000.00	550.00	450.00	450.00	81.82	368.19	818.20	1,000.00	-181.80	100.00	
13447 - AC Hotel by Marriott	180,232.00	142,039.38	38,192.62	2,557.00	1.80	687.47	3,244.18	3,000.00	244.18	139,482.38	177,232.00
13448 - 2700 W Cypress *	850.00	250.00	600.00	250.00	100.00	600.00	850.00				
13449 - Oakton Commons Drains	1,500.00	1,000.00	500.00	800.00	80.00	400.00	1,200.00	1,500.00	-300.00	200.00	
13450 - Reid Residence *	600.00	500.00	100.00	500.00	100.00	100.00	600.00	600.00			
13451 - Sun Hai Tokyo *	500.00	1,050.00	-550.00	1,050.00	100.00	-550.00	500.00	500.00			
13452 - 625 6th Court *	600.00	400.00	200.00	400.00	100.00	200.00	600.00	600.00			
13453 - CVS Pharmacy	85,500.00	68,568.48	16,931.52	250.00	0.36	60.95	307.80		307.80	68,318.48	85,500.00
13454 - Bainbridge Coral Spring Apts.	372,000.00	320,000.00	52,000.00	250.00	0.08	41.60	297.60		297.60	319,750.00	372,000.00
13455 - Holiday Inn Express Miami Airp	115,000.00	96,549.80	18,450.20	44,547.27	46.14	8,512.92	53,061.00	73,750.00	-20,689.00	52,002.53	41,250.00
13456 - Al Packer Ford West	61,200.00	48,960.00	12,240.00	250.00	0.51	62.42	312.12		312.12	48,710.00	61,200.00
13457 - Storage & More	204,515.00	149,116.00	55,399.00	3,704.00	2.48	1,373.90	5,071.97		5,071.97	145,412.00	204,515.00
13458 - Freedivers	51,050.00	41,515.07	9,534.93	770.09	1.85	176.40	944.43	11,500.00	-10,555.57	40,744.98	39,550.00
13459 - Leal Residence-OceanView Est.	26,750.00	21,400.00	5,350.00							21,400.00	26,750.00

Bonding Report
Continued...

03/03/16

Job#	Current Contract	Current Budget	Estimate Profit	Cost to Date	% Budget	Profit to Date	Earned to Date	Billed to Date	Under Billing	Cost to Complete	Remain Contract
13460 - Mays Residence	600.00	450.00	150.00	350.00	77.78	116.67	466.68		466.68	100.00	600.00
13461 - Roger Dean Stadium	20,300.00	16,110.66	4,189.34	7,514.78	46.64	1,953.91	9,467.92	20,300.00	-10,832.08	8,595.88	
13462 - Plantation Community Center	78,950.00	60,000.00	18,950.00							60,000.00	78,950.00
13463 - 21 Hersey Residence	13,040.00	8,250.00	4,790.00							8,250.00	13,040.00
13464 - Fairfield at Flagler Village	423,000.00	345,631.88	77,368.12							345,631.88	423,000.00
13465 - 357 Pike Road	450.00	250.00	200.00	250.00	100.00	200.00	450.00	450.00			
13466 - JC White	1,750.00	1,550.00	200.00	1,250.00	80.65	161.30	1,411.38	1,750.00	-338.62	300.00	
13467 - PGA Plaza 2506-2690 PGA Blvd	10,190.00	8,152.00	2,038.00	772.21	9.47	193.00	964.99	5,095.00	-4,130.01	7,379.79	5,095.00
13468 - Tijuana Flats-insulate curbs	3,500.00	2,800.00	700.00	915.20	32.69	228.83	1,144.15	3,500.00	-2,355.85	1,884.80	
13469 - Residences at Fountain Square	346,800.00	286,674.62	60,125.38	5,085.00	1.77	1,064.22	6,138.36	8,300.00	-2,161.64	281,589.62	338,500.00
13470 - Precision Lab Group	1,400.00		1,400.00								1,400.00
13471 - Silpe Residence	15,625.00	13,845.52	1,779.48	8,790.99	63.49	1,129.79	9,920.31	15,625.00	-5,704.69	5,054.53	
13472 - Great Clips	500.00	300.00	200.00							300.00	500.00
13473 - Reveley Residence	60,000.00	83,402.32	-23,402.32	4,070.20	4.88	-1,142.03	2,928.00	30,000.00	-27,072.00	79,332.12	30,000.00
13474 - Saint Laurent-Sawgrass	3,500.00	2,750.00	750.00							2,750.00	3,500.00
13475 - 201-299 E. Palmetto *	67,500.00	1,637.40	65,862.60	1,637.40	100.00	65,862.60	67,500.00	13,000.00	54,500.00		54,500.00

Bonding Report

03/03/16

Continued...

Job#	Current Contract	Current Budget	Estimate Profit	Cost to Date	% Budget	Profit to Date	Earned to Date	Billed to Date	Under Billing	Cost to Complete	Remain Contract
13476 - Lift Station 23 Rehabilitation	12,750.00	10,225.75	2,524.25							10,225.75	12,750.00
13477 - Penn Florida	1,350.00	800.00	550.00					1,350.00	-1,350.00	800.00	
13478 - Gardens Station #3	500.00	900.00	-400.00	850.00	94.44	-377.76	472.20	500.00	-27.80	50.00	
13479 - CSI Facility Addition	25,056.00	20,119.58	4,936.42	250.00	1.24	61.21	310.69		310.69	19,869.58	25,056.00
13480 - Petro Office	13,000.00	9,911.28	3,088.72	3,526.65	35.58	1,098.97	4,625.40	13,000.00	-8,374.60	6,384.63	
13481 - Petco #2	725.00	350.00	375.00	350.00	100.00	375.00	725.00	725.00			
13482 - 205 Worth Ave Eyebrows	5,900.00	3,250.00	2,650.00	2,500.00	76.92	2,038.38	4,538.28		4,538.28	750.00	5,900.00
13483 - Goldberg Residence	1,500.00	750.00	750.00	750.00	100.00	750.00	1,500.00	1,500.00			
13484 - 319 Belvedere Plaza	9,875.00	7,010.51	2,864.49	50.39	0.72	20.62	71.10	1,375.00	-1,303.90	6,960.12	8,500.00
13485 - Tire Plus - Lantana	14,975.00	11,322.91	3,652.09	6,977.96	61.63	2,250.78	9,229.09		9,229.09	4,344.95	14,975.00
13486 - Delray Villas	750.00	400.00	350.00	300.00	75.00	262.50	562.50	750.00	-187.50	100.00	
13487 - Rosebud George East One	2,750.00	2,200.00	550.00	250.00	11.36	62.48	312.40		312.40	1,950.00	2,750.00
13488 - 444 Bunker Road	78,220.60	62,296.47	15,924.13	330.00	0.53	84.40	414.57		414.57	61,966.47	78,220.60
13489 - Village Green Office	127,300.00	101,840.00	25,460.00	250.00	0.25	63.65	318.25		318.25	101,590.00	127,300.00
13490 - Rosser Library Roof Repl.	158,100.00	126,480.00	31,620.00	2,131.50	1.69	534.38	2,671.89	3,100.00	-428.11	124,348.50	155,000.00
13491 - Auto Zone-6361	52,600.00	42,080.00	10,520.00							42,080.00	52,600.00

Bonding Report

03/03/16

Continued...

Job#	Current Contract	Current Budget	Estimate Profit	Cost to Date	% Budget	Profit to Date	Earned to Date	Billed to Date	Under Billing	Cost to Complete	Remain Contract
13492 - 4362 Northlake Blvd	114,944.00	90,550.64	24,393.36	27,713.06	30.61	7,466.81	35,184.36	45,000.00	-9,815.64	62,837.58	69,944.00
13493 - 800 Waterford	261,000.00	208,800.00	52,200.00							208,800.00	261,000.00
13494 - PBG Regional Surgery Center	10,800.00	7,500.00	3,300.00	900.00	12.00	396.00	1,296.00	3,300.00	-2,004.00	6,600.00	7,500.00
13495 - SeaRobotics	400.00	300.00	100.00	86.58	28.86	28.86	115.44		115.44	213.42	400.00
13496 - Boynton Beach Anionic Exchange	142,290.00	113,832.00	28,458.00							113,832.00	142,290.00
13497 - AMC Tamiami 18 Reseat	10,000.00	7,000.00	3,000.00							7,000.00	10,000.00
13498 - Boynton Beach Community Church	71,350.00	57,080.00	14,270.00	222.78	0.39	55.65	278.27		278.27	56,857.22	71,350.00
13499 - Korouler Residence	1,450.00	650.00	800.00	650.00	100.00	800.00	1,450.00	1,450.00			
13500 - 641 N County Road	1,275.00	500.00	775.00	500.00	100.00	775.00	1,275.00	1,275.00			
13501 - 357 Pike Road #2	700.00	400.00	300.00	400.00	100.00	300.00	700.00	700.00			
13502 - Supple Residence	1.00	400.00	-399.00	400.00	100.00	-399.00	1.00	0.01	0.99		0.99
13503 - Gagnas Residence	1,650.00	800.00	850.00	800.00	100.00	850.00	1,650.00	1,650.00			
13504 - Sun Hai #2	1,175.00	700.00	475.00	700.00	100.00	475.00	1,175.00	1,175.00			
13505 - 10 East Boca	1,750.00	600.00	1,150.00	600.00	100.00	1,150.00	1,750.00	1,750.00			
13506 - Rosebud George West One LLC	61,313.00	49,050.40	12,262.60	13.60	0.03	3.68	18.39		18.39	49,036.80	61,313.00
13507 - Tires Plus Jensen Beach	1,000.00	700.00	300.00							700.00	1,000.00

Bonding Report

03/03/16

Continued...

Job#	Current Contract	Current Budget	Estimate Profit	Cost to Date	% Budget	Profit to Date	Earned to Date	Billed to Date	Under Billing	Cost to Complete	Remain Contract
13508 - 729 W. Kalmia	250.00	150.00	100.00	107.66	71.77	71.77	179.43	179.43	179.43	42.34	250.00
13509 - Plum Park BLDG F	9,933.50	7,946.80	1,986.70	250.00	3.15	62.58	312.91	312.91	312.91	7,696.80	9,933.50
13510 - 101 North Federal Hwy	2,600.00	1,500.00	1,100.00							1,500.00	2,600.00
13511 - Christ Fellowship	3,450.00	2,200.00	1,250.00							2,200.00	3,450.00
13512 - Village at Lake Osborne	280,000.00	224,000.00	56,000.00							224,000.00	280,000.00
13513 - TJM #223	1,950.00	1,200.00	750.00	954.55	79.55	596.63	1,551.23	975.00	576.23	245.45	975.00
13514 - Shiloh Worship Center	250.00	125.00	125.00	107.66	86.13	107.66	215.33	215.33	215.33	17.34	250.00
13515 - Riverbridge Center	12,050.00	5,000.00	7,050.00	1,772.65	35.45	2,499.23	4,271.73	4,271.73	4,271.73	3,227.35	12,050.00
13516 - Plum Park Bldg G	9,933.50	7,946.80	1,986.70							7,946.80	9,933.50
13517 - Plum Park Bldg H	9,933.50	7,946.80	1,986.70							7,946.80	9,933.50
13518 - Firestone - Jensen Beach	3,000.00	1,750.00	1,250.00	800.00	45.71	571.38	1,371.30	1,371.30	1,371.30	950.00	3,000.00
13519 - Firestone - Coconut Creek *	960.00	950.00	10.00	950.00	100.00	10.00	960.00	960.00	960.00		960.00
13520 - Hallandale Beach Fire Rescue#7	187,000.00	149,600.00	37,400.00							149,600.00	187,000.00
13521 - Pet Supermarket-272 sq.ft	8,000.00	6,400.00	1,600.00							6,400.00	8,000.00
13522 - Abundant Energy, Inc	178.00		178.00				178.00	178.00	-178.00		
13523 - Eckerd Building	184,950.00	147,960.00	36,990.00				60,000.00	60,000.00	-60,000.00	147,960.00	124,950.00

Bonding Report

03/03/16

Continued...

Job#	Current Contract	Current Budget	Estimate Profit	Cost to Date	% Budget	Profit to Date	Earned to Date	Billed to Date	Under Billing	Cost to Complete	Remain Contract
22,024,356.02	18,976,603.85	3,047,752.17	10,447,147.36	1,209,508.22	11,656,755.47	12,872,482.21	-1,215,726.74	8,529,456.49	9,151,873.81		

* Total Costs exceed budget. Costs are used for report.

CHECKLIST
BID # 20160065

**PROJECT TITLE: Police Athletic League (PAL) Building Metal Roof Rehabilitation Project
Community Development Block Grant (CDBG) Funded**

Name of Bidder: Therma Seal Roof Systems, LLC.

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 #20160065 with proper signatures upload to Demandstar.
- N/A E-Bid Reply Excel Spreadsheet – Schedule A uploaded to Demandstar.
- Drug-Free Workplace Form uploaded to Demandstar.
- 5% Bid Security uploaded to Demandstar and mailed in within five (5) business days after the opening or the bid may be considered non-responsive.
- All pricing has been mathematically reviewed and all corrections have been initialed.
- Each Bid Addendum (when issued) is acknowledged on the E-Bid Reply Sheet #20160065.
- W-9 as per Section 1.13 uploaded to Demandstar.
- Copy of Insurance Certificate in accordance with Section VIII of the Sample Contract uploaded to Demandstar.
- Copy of State of Florida General Contractor license, City licenses and any certifications to perform the proposed work in the City of Port St. Lucie uploaded to Demandstar. Including all subcontractors licenses.
- Has reviewed the Contract and accept all City Terms and Conditions.
- Contractor's Questionnaire uploaded to Demandstar.
- Required forms: Non-Collusion Affidavit of Prime Bidder; List of Current Contracts; Substitution Sheet; Buy America form; Certification Regarding Lobbying; Certification Regarding Debarment; E-Verify form; List of References, Vendor Code of Ethics and Contractor Verification Form. All forms are to be uploaded to Demandstar.
- List of all sub-contractors with the Certification Regarding Lobbying form completed (Use the Questionnaire for providing all sub-contractors). All requested information is to be uploaded to Demandstar.
- Copy of the Checklist uploaded to Demandstar.

THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET

SOLICITATION REQUEST

Department: Police/PAL Department Technical Specialist: Rich Wilson Extension: 772-201-3827

Item/Description of Work Summary: (This is the scope of work and is not to be included in the technical specifications) **The First phase of this project will involve the rehabilitation of the metal roof for the Police Athletic League building located at 2101 SE Tiffany Ave, Port St. Lucie, FL. This is to be accomplished by the proper prior preparation and then the application of a fluid-applied elastomeric silicone coating. Removal from site of all construction debris and materials with proper disposal.**

Technical Specifications Attached: Yes No (must be submitted electronically in word or excel)

Technical documents must be in word in one file, no logos, no brand names, no design specifications only performance specifications (scope of work is not to be in technical specs)

Bid Reply, must be in excel and a separate file, **no logos, no merge cells, no empty rows, no color or shading**

Plans may be PDF but must be in one file, **dated and numbered consecutively.**

Date plans received approval by City Building Department _____

Estimated time frame for completion of project after award Completed by February 29, 2016

Replacement: Yes No Total Project Budgeted Amount: \$200,000.

If professional services what is the estimated construction cost _____ Any grant funds being used for consultants _____ construction _____ Type of Grant CDBG Funded Project 2015-16

Liquidated damages amount (for construction only); _____

If not budgeted, authorization from Director of PMD is required.

Account Number	Fund	Cost Center	Object Code	Project
118-5900	118	5900	546100	Y1604

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

Bidder Name	Address	E Mail	Contact Person
Alliance Group	532 NW Mercantile PL Port St. Lucie, FL 34984	ajugenheimer@gmail.com	Andy Jugenheimer
SEE ATTACHED LIST	FOR ADDITIONAL		

Reason for purchase or service: **Significantly improve the waterproofing seal in the current butler-style metal roof of the Police Athletic League facility. Provide an energy rated reflective roof coating.**

If digging or trenching is required what is the depth? _____

If work is in water, what is the depth? N/A Is the water navigable? _____

If this is a building, how many stories? _____ 1 _____

John A. Bolduc
 Department Head Approval

1/26/16
 Date

**SEALED ELECTRONIC BID (E-BID) DOCUMENTS
FOR**



CITY OF PORT ST. LUCIE

**POLICE ATHLETIC LEAGUE (PAL) BUILDING
METAL ROOF REHABILITATION PROJECT
Community Development
Block Grant (CDBG) Funded**

**Sealed Electronic Bid # 20160065
(E-BID)**

Prepared by:
Robyn Holder, CPPB
City of Port St. Lucie
Procurement Management Department
Phone: 772-344-4293 Fax: 772-871-7337
Email: rholder@cityofpsl.com

TABLE OF CONTENTS

<u>Description</u>	<u>Page</u>
Invitation To Bid	3
Intent	5
General Requirements	5
Specific Requirements	10
Additional Information	11
Bid Reply Form	12
Contractor's Questionnaire	15
Sample Contract	20
Forms	
Drug Free Workplace Form	42
Substitute Sheet	43
Contractor Verification Form	44
List of References	45
Non-collusion Affidavit of Prime Bidder	46
Buy America – Certificate of Compliance	47
Certification Regarding Lobbying	48
Certification Regarding Debarment, Suspension, Ineligibility, etc.	49
E-Verify Form	50
Checklist	51
Attachments:	
A – Section 07-5600 Fluid-Applied Roofing Specifications	1 - 3
B – Section 3 Clause	1 - 2
C – Federal Labor Standards Provisions	1 - 4
D - 29 CFR 5.5 Davis Bacon Regulations	1 - 8
E - Davis Bacon – Fact Sheet #66	1 - 2
F– Whistleblower Know Your Rights Poster	1
G- Vendor Code of Ethics	1 - 2
H – Davis Bacon Provisions “Summary”	1 - 2

INVITATION TO BID

Sealed Electronic Bid (E-Bid) #20160065 for the Police Athletic League (PAL) Building Metal Roof Rehabilitation Project, CDBG Funded, in the City of Port Saint Lucie, will be received by the City of Port St. Lucie, in the Procurement Management Department, 3rd Floor, Suite 390, Building "A" of the Municipal Complex located at 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984-5099, until **March 3, 2016 at 2:00:00 PM EST.**

Each Bidder(s) must deposit with his/her bid, a bid bond, or bid guaranty, in the amount five percent (5%) of the total price, made payable to the City of Port St. Lucie. Bid Bond shall be either a certified check, cashier's check, Irrevocable Letter of Credit from a solvent national or state bank, or Bid Bond issued by a Surety licensed to conduct business in the State of Florida. Surety shall have a rating of A or A+ by "Best's Rating Guide". The Bid Bond must be scanned and uploaded onto DemandStar.com along with all other required documents, thus showing evidence that a Bid Bond was obtained. Bidders will send the **ORIGINAL** Bid Bond to the City immediately after the opening date. The original Bid Bond is to be received within **five (5) business days** of the opening or the bid may be deemed non-responsive. The accepted Contractor's security will be retained until execution of the Contract. The City will retain the remaining Contractors' security until a Contract has been executed, or until ninety (90) calendar days after the quote opening date, whichever is shorter.

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

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

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

The City reserves the right to extend the bid opening date when no responses or only one (1) response is received. Receipt of a bid in any other form does not satisfy this requirement. **No hard copies will be accepted.**

Submit all questions in writing concerning procedures for responding to this bid or regarding the Contract Documents, to Robyn Holder, CPPB in the City of Port St. Lucie Procurement Management Department, 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida 34984, Phone (772) 344-4293, Fax (772) 871-7337, and email: rholder@cityofpsl.com . The City will not be responsible for oral clarification of questions. Questions received after **February 22, 2016** may not be answered, and will not be cause for additional compensation. To ensure fair consideration for all Bidders, it must clearly understand that Ms.

Holder is the only individual authorized to represent the City during the bidding and contract award time frame.

Questions submitted to any other person in any department, including the Mayor, will not be addressed. Questions will be answered in the form of an addendum. The Bidder(s), in turn, shall acknowledge receipt of the addendum by listing the Addendum number and the date of issuance in the submittal of his/her bid. The City will not be responsible for any interpretation, other than those transmitted by addendum to the bid, made or given prior to the bid award. The Bidder(s) is responsible for verifying they have received all Bid Addenda.

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

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

Documents required for this E-Bid:

- E-Bid Specifications, pages 1 - 59.
- E-Bid Reply Sheet #20160065, pages 12 - 14 (included in E-Bid Specifications)
- E-Bid Reply Excel Spreadsheet, page 1 (not included in E-Bid Specifications)
- Attachment A – Section 07-5600 Fluid-Applied Roofing Specifications, pages 1 – 3 (not included in E-Bid Specifications)
- Attachment B – Section 3 Clause, pages 1 – 2 (not included in E-Bid Specifications)
- Attachment C – Federal Labor Standards Provisions, pages 1 – 4 (not included in E-Bid Specifications)
- Attachment D – 29 CFR 5.5 Davis Bacon Regulations, pages 1 - 8 (not included in E-Bid Specifications)
- Attachment E- Davis Bacon Fact Sheet #66, pages 1 - 2 (not included in E-Bid Specifications)
- Attachment F - Whistleblowers Know Your Rights Poster, page 1 (not included in E-Bid Specifications)
- Attachment G – Vendor Code of Ethics, pages 1 -2 (not included in E-Bid Specifications)
- Attachment H – Davis Bacon Provisions “Summary”, pages 1 – 2 (not included in E-Bid Specifications)

Robyn Holder, CPPB
Procurement Manager

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

Balance of page left intentionally blank

SEALED BID # 20160065
Police Athletic League (PAL) Building Metal Roof Rehabilitation Project
Community Development Block Grant (CDBG) Funded

INTENT

The City of Port St. Lucie desires to obtain quotations from qualified individuals, firms, and legal entities relative to the Police Athletic League (PAL) Building Metal Roof Rehabilitation Project located at 2101 SE Tiffany Avenue, Port St. Lucie, Florida. The project includes the proper preparation and application of a fluid-applied elastomeric silicone coating. The project is funded by a Community Development Block Grant (CDBG).

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 rehabilitation of the metal roof at the PAL building. All work shall be in accordance with Attachment A – Section 07-5600 Fluid-Applied Roofing Specifications. The estimated Contract period is thirty (30) calendar days with no option to renew.

The approved license for this work is a State of Florida General Contractor or a State of Florida Roofing Contractor. A copy of said license is to be submitted with the Bid Documents. It is the Contractor's responsibility to verify with the City's Building Department that they possess the proper City licenses to perform the work prior to submitting a bid.

There will be grant reporting requirements, such as certified weekly payroll reports from the prime Contractor and all subcontractors including the number of jobs created and the number of jobs retained by the project for both the Contractor and all subcontractors, which the successful Bidder/Contractor will have to satisfy. The exact nature and extent of the reporting requirements are unknown at this time. When the reporting requirements are known, the Contractor will be required to provide the information as directed. See attachments for more information.

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

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

1. GENERAL REQUIREMENTS

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

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

1.3 Examination of Drawings, Site and Contract Documents - Bidders shall thoroughly examine these specifications and all other drawings, documents or other materials referred to herein and conduct such investigations and visits as may be necessary to thoroughly inform

themselves regarding existing plant, facility, personnel and other conditions relative to compliance with this specification. Before submitting bids, each Bidder(s) is recommended to visit the location of the proposed work to fully understand the existing site/surface/subsurface/above surface conditions, and examine the Contract Documents, to become familiar with all provisions affecting the work. Failure to fully understand the existing site conditions, or Contract Documents, will not relieve the contractual obligations or be cause for additional compensation.

No plea of ignorance by the Bidder of conditions that exist or may hereafter exist, as a result of failure or omission on the part of the Bidder to make said investigations and visits, and/or failure to fulfill in every detail the requirements of this specification and documents promulgated therein, will be accepted as a basis for varying the requirements of the City or the compensation of the Bidder(s).

It is the responsibility of the Bidder(s) to consider federal, state, and local laws and regulations that may affect cost, progress, performance or furnishing of the work; to study and carefully correlate Bidder's knowledge and observations with the Contract Documents and such other related data; and to promptly notify Engineer of all conflicts, errors, ambiguities or discrepancies, which any Bidder has discovered in or between the Contract Documents and such other related documents.

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

1.5 Qualifications - Bidders shall have the necessary organization, experience, capital, license, certification and equipment to carry out the provisions of the Contract to the satisfaction of the City. Bidders must submit all licenses and certifications required to perform this project with the E-Bid Reply Sheet #20160065. **It is the Bidder's responsibility to verify with the City's Building Department that they possess the proper City license necessary to perform the work prior to submitting a bid for this project.** Five (5) references shall be listed in the Questionnaire from existing firms in Florida to which it has provided these types of services in the past or with which it is under Contract for such services presently and the names of company representatives who may be contacted for references shall be furnished. The City of Port St. Lucie shall **NOT** be used as a reference. References are subject to verification by the City and will be utilized as part of the award process. If requested, performance history, list of projects recently completed and in process, major equipment available for this project and experience of the principal members of the Bidder's organization must be furnished within seven (7) days.

1.6 Award of Contract – The City shall take measures as deemed necessary to determine the ability of the Bidder to perform the obligations of the Contract. The City may reject any bid where an investigation of the available information indicates a Bidder is not the most qualified to perform the obligation of the Contract. The City may require a Bidder to furnish additional statements of qualifications.

This project is funded through a Community Development Block Grant (CDBG) and therefore federal law applies with regard to the award. The award will be to the lowest, responsive and responsible Bidder who meets the City's standards.

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

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

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

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

1.6.4 Tie Bid Statement - If there are identical tie bids, in accordance with Section 287.087, Florida Statutes, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids are equal with respect to price, quality, and service are received by the City for the procurement of commodities or Contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Please submit the form that is enclosed with your bid response.

1.7 Variances to Specifications - Bidders must indicate any variances to the Specifications. Additionally, if bids are based on alternate products, Bidder must indicate the manufacturer's name and number of the alternate item(s) being offered and attach appropriate specifications. Variances must be submitted ten (10) days prior to the bid opening date. 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 #20160065 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, #20160065 from Onvia, via phone 800-711-1712 or via internet www.cityofpsl.com
- B. Download the E-Bid Reply Sheet #20160065 and save to your hard drive, program is in Microsoft Word 2007 Professional. Enter the lump sum amount on the E-Bid Reply Sheet and save.
- C. Complete company information on E-Bid Reply Sheet #20160065.
- D. Enter the lump sum amount on E-Bid Reply Sheet #20160065. Discrepancies between the E-Bid Reply Sheet uploaded to 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 #20160065 where indicated.
- F. Upload and submit the E-Bid Reply Sheet #20160065, Contractor's Questionnaire, Substitute Sheet, Non-Collusion Affidavit of Prime Bidder, List of References, Contractor Verification Form, Buy America Certification, Certification Regarding Debarment, Certification Regarding Lobbying (all subcontractors listed must also submit this form), E-Verify 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 #20150002. YOU MUST PRESS THE "SUBMIT RESPONSE" button on the second page for your bid to be received.
- G. Upload and submit a copy of your license for this type of work; or in compliance with Florida Statute Chapter 489, a copy of the certificate issued by the State of Florida authorizing the Bidder(s) to transact business within the state.

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

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

1.9 Execution of Contract or Purchase Order - The Bidder will be required to execute a Standard City Contract within ten (10) days after notification by the City that Contract is available and thereafter comply with the terms and conditions contained therein. The Bidder shall execute the Contract, deliver the required Insurance Certificates and other documentation as required by the bid. The City will execute the Contract however, it is agreed and understood that the City will not be bound by the Contract unless and until it has been executed by the City Manager and a purchase order or a Visa order form has been issued.

1.9.1 Failure to Execute Contract – Failure on the part of the Bidder to execute the Contract and/or punctually deliver the required Insurance Certificates and other documentation may be justification for the annulment of the award.

1.10 Subcontracting or Assigning of the Contract – The Bidder shall not subcontract, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of the work

provided for therein, or of his right, title or interest therein, to any person, firm or corporation without the written consent of the City. Each Bidder shall list all subcontractors and the work provided by the suppliers in the area provided on the Bid Reply Sheet. **All subcontractors listed are to complete the Certification Regarding Lobbying Form and must be submitted with the Bid Documents.**

The successful Bidder(s) shall provide a listing of all subcontractors, suppliers, and other persons and organizations (including those who are to furnish the principal items of material and equipment), other than those identified in the Bid Reply, to the City within ten (10) days after the bid opening. Such list shall be accompanied by an experience statement for each such subcontractor, supplier, person or organization if requested by City. The City, after due investigation, has reasonable objection to any proposed subcontractor, supplier, other person or organization, may, before the Notice of Award is given, request apparent successful Bidder to submit an acceptable substitute without an increase in Bid price.

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

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

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

1.12 Permits – The selected Bidder shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation. Certain aspects of construction may not be allowed to occur until after these permits have been obtained. All building permits, licenses and certificates of inspection issued in connection with the work shall be delivered to the Engineer and the City with successful Bidder(s) application for final payment. All permit fees shall be included in the contract amount and paid by the successful Bidder(s).

1.12.2 No City permits are required.

1.13 The Bidders shall be required to complete a **W-9 Taxpayer Identification Form**, provided with the City's contract, and return it with their bid package.

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

1.15 Intent to Perform – The selected Bidder must agree that time is of the essence and that all requirements stated in these specifications are critical as it relates to the time of performance. Submittal of a bid shall be prima facie evidence of the Bidder's intent to comply with this specification.

2. SPECIFIC REQUIREMENTS

2.1 Samples - Samples of items, when required, must be furnished free of expense and, if not destroyed, will upon request, be returned at the Bidder's expense. Request for the return of samples must be made within thirty (30) days following opening of bids. Each individual sample must be labeled with Bidder's name, bid number, and item number. Failure of Bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to the Procurement Management Department.

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

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

2.4 Return of Bid Guaranty - After the bid submissions have been reviewed and evaluated, the Purchasing Agent may, at his/her discretion, return the guaranty deposit accompanying such proposals as in his/her judgment, based on evaluation, would not be considered in making the award. All other proposal guaranties will be held until the Contract has been executed, after which bid guaranty will be returned to the respective Bidder's whose proposals they accompanied.

3. ADDITIONAL INFORMATION

3.1 Additional Bonding Requirements – N/A

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

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

(Balance of page intentionally left blank.)

E-Bid Reply Sheet #20160065

Police Athletic League (PAL) Building Metal Roof Rehabilitation Project Community Development Block Grant (CDBG) Funded

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 claiming Local Preference under Chapter 35.12? 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	Addendum Number	Date Issued

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

5. BID RESPONSE:

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

5.2 Percentage of discount when payment is made with Visa: _____ %

*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 Lump Sum amount (less the Visa discount, if applicable): \$ _____
(This figure must match the E-Bid Reply Sheet and the figure that is to be used on the Demandstar web page. 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.)

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. The Lump Sum total shall be figured and entered on line 5.3 above and entered on the Demandstar web page. The City reserves the right to split the award, if in the City's opinion such a split is in the best interest of the City.

6. INSURANCE/CERTIFICATES/LICENSE - Bidders are required, in accordance with Bid document Section VIII, to submit a copy of their Insurance Certificate for the type and dollar amount of insurance they currently maintain. Bidders are required to submit all licenses and certifications required to perform construction of this project.

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

8. CERTIFICATION

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

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

Signature

Title

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

Balance of page left intentionally blank

CONTRACTOR'S QUESTIONNAIRE

It is understood and agreed that the following information is to be used by the City to determine the qualifications of prospective Contractor to perform the work required. The Contractor waives any claim against the City that might arise with respect to any decision concerning the qualifications of the Contractor.

The undersigned attests to the truth and accuracy of all statements made on this questionnaire. Also, the undersigned hereby authorizes any public official, Engineer, Surety, bank, material or equipment manufacturer, or distributor, or any person, firm or corporation to furnish the City any pertinent information requested by the City deemed necessary to verify the information on this questionnaire.

Dated at _____, this _____ day of _____, 2016
(Location)

Name of Organization/Contractor: _____

By: _____
Name and Title

1. Corporation, Partnership, Joint Venture, Individual or other? _____

2. Firm's name and main office address, telephone and fax numbers

Name: _____

Address: _____

Telephone Number: _____

Fax Number: _____

3. Contact person: _____ Email: _____

4. Firm's previous names (if any). _____

5. How many years has your organization been in business? _____

6. What product is proposed: _____
(If proposing an alternate, product submittal must be submitted ten (10) days prior to bid opening date. See Section 1.7 – Variances to Specifications)

7. What manufacturer is proposed: _____
(Must have ten (10) years documented experience manufacturing type of product specified. Attach required documentation)

8. List five (5) metal roof rehabilitation projects that include fluid-applied roofing applications similar to this project that have been completed by your firm along with a brief description of project, location of project, client name, client phone number, value of contract, your firm's percentage of the total contract value, as well as the number of change orders and the total

change order value. Must have five (5) years of documented experience in fluid-applied roofing or waterproofing. Attach required documentation.

Project Number 1

Project Name:

Description:

Location:

Date completed:

What product was used:

Client Name, Phone Number & Email:

Value of Total Contract:

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

Project Number 2

Project Name:

Description:

Location:

Date completed:

What product was used:

Client Name, Phone Number & Email:

Value of Total Contract:

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

Project Number 3

Project Name:

Description:

Location:

Date completed:

What product was used:

Client Name, Phone Number & Email:

Value of Total Contract:

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

Project Number 4

Project Name:

Description:

Location:

Date completed:

What product was used:

Client Name, Phone Number & Email:

Value of Total Contract:

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

Project Number 5

Project Name:

Description:

Location:

Date completed:

What product was used:

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?

9. List subcontractors and major material suppliers for the project. Include the duties that will be assigned to them, email addresses and telephone numbers. Insert additional sheets if necessary. **All subcontractors listed must complete a "Certification Regarding Lobbying" form and is to be included in the bid package. Attach all licenses and certifications that qualify them to perform the work.**

10. Status of current contracts. Please provide the name & number of current contracts as well as a sample list of the projects currently underway.

11. Has the Proposer or any principals of the applicant organization failed to qualify as a responsible Contractor; refused to enter into a contract after an award has been made; failed to complete a contract during the past five (5) years or been declared to be in default in any contract or been assessed liquidated damages in the last five (5) years? List the name of project, location, client, engineer, date and reason. Use additional pages if needed.

Total Number of Projects where Failure to Complete Work Occurred: _____

Project Number 1

Project Name: _____

Project Location: _____

Client Name and Phone Number: _____

Engineer Name and Phone Number: _____

Date: _____

Reason: _____

Insert additional projects if needed.

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)

Signature

Title

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

**CITY OF PORT SAINT LUCIE
CONTRACT #20160065**

This CONTRACT, executed this _____ day of _____, 2016, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and *name of Contractor*, *address*, Telephone No. () ____ Fax No. () _____, hereinafter called "Contractor", party of the second part.

RECITALS

In consideration of the below agreements and covenants set forth herein, the parties agree as follows:

**SECTION I
NOTIFICATIONS**

As used herein the Project Managers shall mean:

Officer Rich Wilson, or his designee.
City of Port St. Lucie Police Department
121 SW Port St. Lucie Blvd.
Port St. Lucie, Fl. 34984
Telephone: (772) 398-9436 Fax: (772) 398-2773
Email: rwilson@cityofpsl.com

As used herein the Contract Administrator shall mean:

Robyn Holder, CPPB
City of Port St. Lucie Procurement Management Department
121 SW Port St. Lucie Blvd.
Port St. Lucie, Fl. 34984
Telephone: (772) 344-4293 Fax: (772) 871-7337
Email: rholder@cityofpsl.com

As used herein the Contractor for this project shall mean: TBD

**SECTION II
DESCRIPTION OF SERVICES TO BE PROVIDED**

The specific work that the Contractor has agreed to perform pursuant to the Bid Specifications #20160065, **Police Athletic League (PAL) Building Metal Roof Rehabilitation Project, Community Development Block Grant (CDBG) Funded** including all Attachments, all Addenda, Section 3 Clause, Federal Labor Standards Provisions; Davis-Bacon Act and all other restrictions and requirements are incorporated by this reference.

Scope of Work: The Contractor is to provide all materials, supplies, labor, permits, and equipment necessary for the rehabilitation of the metal roof at the PAL building. All work shall be in accordance with Attachment A – Section 07-5600 Fluid-Applied Roofing Specifications.

Protection of the public is of primary importance and no access (other than city employees) will be allowed during work being performed on the building. An isolation zone of twenty (20) feet shall be maintained at all times from the outside building line. Secure the perimeter with barricades or temp fencing during the period of work.

Hours of Service - The standard hours of work allowed in the City of Port St. Lucie's right-of-way are from 8:00 a.m. to sundown Monday through Friday. Any work performed by the Contractor outside of the aforementioned time limit requires special authorization by the City and requires that the Contractor obtain a noise permit from the City Police Department. All equipment operated at night shall comply with the noise levels established by the City of Port St. Lucie noise ordinance. Any additional costs associated with work outside of the hours of work allowed shall be borne by the Contractor. This shall include, but not be limited to costs of inspection, testing, police assistance, and construction administration.

All night, Saturday, Sunday, and/or Holiday work must be authorized by the City and requires that the Contractor obtain a noise permit from the City Police Department. All night work within the City's right-of-way requires a minimum forty eight (48) hour prior notice to the City. This clause shall not pertain to crews organized to perform maintenance work on equipment or to operate and maintain special equipment such as dewatering pumps, which may be required to work twenty four (24) hours per day.

SECTION III TIME OF PERFORMANCE

The Contract Period start date will be _____, 2016 and will terminate thirty (30) calendar days thereafter on _____, 2016. The Contractor will be required to commence work under this Contract within ten (10) calendar days after the start date identified in this Contract. In the event all work required in the bid specifications has not been completed by the specified date, the Contractor agrees to provide work as authorized by the Project Manager until all work specified in the bid specifications has been rendered. Written requests shall be submitted to the Project Manager for consideration of extension of completion time due to strikes, unavailable materials, or other similar causes over which the Contractor feels he has no control. Requests for time extensions shall be submitted immediately but in no event more than two (2) weeks upon occurrence of conditions, which, in the opinion of the Contractor, warrant such an extension with reasons clearly stated and a detailed explanation given as to why the delays are considered to be beyond the Contractor's control.

SECTION IV RENEWAL OPTION

Not applicable to this Contract.

SECTION V COMPENSATION

The total amount to be paid by the City to the Contractor is 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 of per unit prices: each, lump sum, linear feet, square yards, system, etc.

Progress Payments- The City may make partial payment during the progress of the work as follows: Partial payments, calculated from quantities of work in place multiplied by the Contract unit prices will be made in thirty (30) days after the receipt of the Pay Request. Partial Release of Liens from all Contractors, subcontractors, suppliers for materials and sub-sub contractors are to be attached to each Pay Request.

Acceptance and Final Payment - Upon receipt of written notice that the work is ready for final inspection and acceptance, the City will promptly make such inspection. When City finds the work acceptable under the terms of the Contract and the Contract is fully performed the entire balance will be due the Contractor and will be paid to the Contractor in thirty (30) calendar days. Such final payment to the Contractor shall be subject to the covenants in the Contract's Standard Specifications and any liquidated damages will be assessed against the Contractor at that time.

Before issuance of final payment, the Contractor shall submit evidence that all payrolls, material bills and other indebtedness connected with the work have been satisfied and paid in full. Final Release of Liens from all contractors, subcontractors, suppliers for materials and sub-sub contractors are to be attached to the final invoice.

Invoices for services shall be submitted once a month, by the tenth (10th) day of each month, and payments shall be made in thirty (30) days unless Contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made in thirty (30) calendar days of receipt of Contractor's valid invoice, provided that the invoice is accompanied by adequate supporting documentation, including any necessary partial release of liens, and is approved by the Project Manager as required under Section XIII of the Contract.

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

All invoices and correspondence relative to this Contract must contain the City's contract number and Purchase Order number and/or Visa Authorization number.

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

SECTION VI WORK CHANGES

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the contract price and time for completion. All changes will be authorized by a written change order approved by the Procurement Department Director, or her designee. Work shall be changed and the contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the contract price resulting in a credit or a charge to the City shall be at cost. Any dispute concerning work changes which is not resolved by mutual agreement shall be decided by the City Manager who shall reduce the decision to writing. The decision of the City shall be final and conclusive. Any and all changes in the amount of \$25,000.00 or higher per fiscal year require City Council approval and must be signed by the City Manager or his designee as representing the City.

SECTION VII CONFORMANCE WITH BID

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

SECTION VIII INDEMNIFICATION/INSURANCE

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

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

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

insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

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

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

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

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

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

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read "**City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents and shall include Contract #20160065 – Police Athletic League (PAL) Building Metal Roof Rehabilitation Project shall be listed as additionally insured.**". The Certificate of Insurance and policy shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-

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

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

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

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

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

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

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

Payment & Performance Bonds: N/A

SECTION IX ACTS OF GOD

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

Emergencies – In the event of emergencies affecting the safety of persons, the work, or property, at the site or adjacent thereto, the Contractor, or his designee, without special instruction or authorization from the City, is obligated to act to prevent threatened damage, injury or loss. In the event such actions are taken, the Contractor shall promptly give to the City written notice and contact immediately by phone, of any significant changes in work or deviations from the Contract documents caused thereby,

and if such action is deemed appropriate by the City a written authorization signed by the City covering the approved changes and deviations will be issued.

SECTION X PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

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

SECTION XI COMPLIANCE WITH LAWS

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

Pursuant to Title VI of the Civil Rights Act of 1964 and other related federal and state laws and regulations, the City of Port St. Lucie will not exclude from participation in, deny the benefits of, or subject to discrimination anyone on the grounds of race, color, national origin, sex, age, disability, religion, income or family status per Resolution 14-R162 adopted by City Council on November 10, 2014.

Title VI Appendix A

During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- (1) **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to non-discrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Codes of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulation), which are herein incorporated by reference and made a part of this Agreement.
- (2) **Nondiscrimination:** The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including

employment practices when the contract covers a program set forth in Appendix B of the Regulations.

- (3) **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- (4) **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Florida Department of Transportation, the Florida Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall certify to the Florida Department of Transportation, the Florida Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Florida Department of Transportation, the Florida Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - b. cancellation, termination or suspension of the contract, on whole or in part.
- (6) **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Florida Department of Transportation, the Florida Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Contractor may request the United States to enter in such litigation to protect the interest of the United States.

Davis-Bacon Act - Wage Schedule for Contractors per CDBG Requirements:

Wage Rate Provision

For this Contract, payment of predetermined minimum wages applies. The U.S. Department of Labor Wage Rates applicable to this Contract are listed in Wage Rate Decision Number(s)

FL160040 01/08/2016 FL40 as modified up through ten (10) days prior to the opening of bids. Obtain the applicable General Decision(s) (Wage Tables) through the Department's website and ensure that employees receive the minimum wages applicable. Review the General Decisions for all classifications necessary to complete the project. If additional classifications are needed, request them through the City Project Manager.

When multiple wage tables are assigned to a Contract, general guidance of their use and examples of applicability are available on the Department's website. Contact the Department's Wage Rate Coordinator before bidding if there are any questions concerning the applicability of multiple wage tables. The URL for obtaining the Wage Rate Decisions is www.dot.state.fl.us/construction/wage.htm.

Contact the Department's Wage Rate Coordinator at (850) 414-4251 if the Department's website cannot be accessed or there are questions.

General Decision Number: FL160040 01/08/2016 FL40
 Superseded General Decision Number: FL20150040
 State: Florida
 Construction Type: Building
 County: St Lucie County in Florida.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016

* ELEC0728-002 09/01/2015

	Rates	Fringes
ELECTRICIAN.....	\$ 29.00	10.71

 ENGI0487-010 07/01/2013

	Rates	Fringes
OPERATOR: Backhoe/Excavator.....	\$ 28.32	8.80
OPERATOR: Concrete Pump, Truck Mounted		
With Boom Attachments When Manned With One Operator....	\$ 29.05	8.80
With Boom Attachments With Two Operators.....	\$ 25.80	8.80
OPERATOR: Crane		
All Tower Cranes (Must have 2 operators) Mobile, Rail, Climbers, Static- Mount; All Cranes with		

PAL Building Metal Roof Rehab Project

Boom Length 150 Feet & Over (With or without jib) Friction, Hydro, Electric or Otherwise; Cranes 150 Tons & Over (Must have 2 operators); Cranes with 3 Drums (When 3rd drum is rigged for work); Gantry & Overhead Cranes; Hydro Cranes Over 25 Tons but not more than 50 Tons (Without Oiler/Apprentice); Hydro/Friction Cranes without Oiler/Apprentices when Approved by Union; & All Type of Flying Cranes;

Boom Truck.....	\$ 29.05	8.80
Cranes with Boom Length Less than 150 Feet (With or without jib); Hydro Cranes 25 Tons & Under, & Over 50 Tons (With Oiler/Apprentice); Boom Truck.....	\$ 28.32	8.80
OPERATOR: Mechanic.....	\$ 28.32	8.80
OPERATOR: Oiler.....	\$ 22.99	8.80

IRON0402-002 02/01/2015

	Rates	Fringes
IRONWORKER, ORNAMENTAL, REINFORCING AND STRUCTURAL.....	\$ 22.29	7.90

PAIN0452-004 08/01/2014

	Rates	Fringes
PAINTER: Spray.....	\$ 15.75	7.88

* PLUM0630-002 07/01/2015

	Rates	Fringes
PLUMBER.....	\$ 26.86	10.73

SHEE0032-003 12/01/2013

	Rates	Fringes
SHEETMETAL WORKER (HVAC Duct Installation).....	\$ 23.50	12.18

SUFL2009-036 05/22/2009

	Rates	Fringes
BRICKLAYER.....	\$ 18.93	0.00
CARPENTER.....	\$ 17.03	1.37
CEMENT MASON/CONCRETE FINISHER...	\$ 14.00	0.00
INSULATOR - PIPE & PIPEWRAPPER...	\$ 13.13	3.03

PAL Building Metal Roof Rehab Project

LABORER: Asphalt Shoveler.....	\$ 7.88	0.00
LABORER: Common or General.....	\$ 12.00	2.33
LABORER: Concrete Saw (Hand Held/Walk Behind).....	\$ 12.63	0.00
LABORER: Mason Tender - Brick...	\$ 10.75	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 12.83	1.90
LABORER: Pipelayer.....	\$ 13.43	1.40
LABORER: Roof Tearoff.....	\$ 8.44	0.00
LABORER: Landscape and Irrigation.....	\$ 10.43	0.68
OPERATOR: Asphalt Spreader.....	\$ 11.41	0.00
OPERATOR: Bulldozer.....	\$ 16.21	0.00
OPERATOR: Distributor.....	\$ 12.37	0.00
OPERATOR: Forklift.....	\$ 14.00	0.00
OPERATOR: Grader/Blade.....	\$ 13.73	0.00
OPERATOR: Loader.....	\$ 15.15	5.45
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 12.75	0.00
OPERATOR: Roller.....	\$ 10.94	0.00
OPERATOR: Screed.....	\$ 13.05	0.00
OPERATOR: Tractor.....	\$ 9.91	0.00
OPERATOR: Trencher.....	\$ 11.75	0.00
PAINTER: Brush and Roller.....	\$ 12.16	1.85
PIPEFITTER.....	\$ 17.85	2.54
ROOFER, Includes Built Up, Hot Tar, Modified Bitumen, Shake & Shingle, Single Ply, Slate, & Tile Roofs (Excludes Installation of Metal Roofs).....	\$ 12.00	0.00
ROOFER: Metal Roof.....	\$ 17.10	0.00
SHEET METAL WORKER, Excludes HVAC Duct Installation.....	\$ 15.62	2.03
TILE SETTER.....	\$ 15.31	0.00
TRUCK DRIVER, Includes Dump Truck.....	\$ 10.00	0.00

PAL Building Metal Roof Rehab Project

TRUCK DRIVER: Lowboy Truck.....\$ 13.78 0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====
Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

PAL Building Metal Roof Rehab Project

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7).

Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board).

Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====
END OF GENERAL DECISION

SECTION XII CLEANING UP

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

SECTION XIII INSPECTION AND CORRECTION OF DEFECTS

In order to determine whether the required material has been delivered or the required work performed in accordance with the terms and conditions of the Contract documents, the Project Manager shall make inspection as soon as practicable after receipt from the Contractor of a Notice of Performance or delivery ticket. If such inspection shows that the required material has been delivered and required work performed in accordance with terms and conditions of the Contract documents and that the material and work is entirely satisfactory, the Project Manager shall approve the invoice when it is received. Thereafter the Contractor shall be entitled to payment, as described in Section V. If, on such inspection the Project Manager is not satisfied, he shall as promptly as practicable inform the parties hereto of the specific respects in which his findings are not favorable. Contractor shall then be afforded an opportunity if desired by him, to correct the deficiencies so pointed out at no additional charge to the City, and otherwise on terms and conditions specified by the Project Manager. Upon failure of the Contractor to perform the work in accordance with the Contract Documents, including any requirements with respect to the Schedule of Completion, and after five (5) days written notice to the Contractor, the City may, without prejudice to any other remedy he may have, correct such deficiencies. The Contractor shall be charged all costs incurred to correct deficiencies. Such examination, inspection, or tests made by the Project Manager, at any time, shall not relieve Contractor of his responsibility to remedy any deviation, deficiency, or defect.

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

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

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

charges for replacement of defective materials and/or work shall be charged to the Contractor and may be deducted from any moneys due to the Contractor or his Surety.

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

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

SECTION XIV ADDITIONAL REQUIREMENTS

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

The City shall be listed as an original owner on all manufacturers' warranties, if any, for materials and services. The warranties shall include a load rating at the end of construction that meets or exceeds AASHTO and Department standards and requirements.

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

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

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

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

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

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

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

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

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

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

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

Standard Production Items – All products offered must be standard production items that have been available to the trade for

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

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

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

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

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

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

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

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

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

Adjustments - The Contractor shall be responsible to arrange with utility companies for any adjustment necessary to the valve boxes, manholes, or castings so that they will conform to the new grade after placement of the sidewalk. The Contractor shall also be responsible to identify, and avoid damage to all utilities (publicly and privately owned) within the area where work is being performed.

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

work is, "substantially complete" and/or "accepted". The Contractor shall be responsible until said written notice is received to repair and make good at their expense any such damage.

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

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

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

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

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

SECTION XV ASSIGNMENT

The Contractor shall not delegate, sublet or subcontract any part of the work, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title of interest therein or his obligations there under, or monies due or to become due under this Contract, without prior written consent of the City. Contractor must perform at least thirty percent (30%) of the contracted scope of work. In case the Contractor assigns remaining percent or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the work called for in this Contract. Any assignment of the Contract shall in no way affect any provisions of Specifications or the Contract Documents.

SECTION XVI TERMINATION, DELAYS AND LIQUIDATED DAMAGES

A. Termination of Contract. If the Contractor refuses or fails to deliver material as required and/or prosecute the work with such diligence as will ensure its completion within the time specified in this Contract or as modified as provided in this Contract, the City by written notice to the Contractor, may terminate Contractor's rights to proceed. Upon such termination, the City may take over the work and prosecute the same to completion, by Contract or otherwise, and the Contractor and his sureties shall be

liable to the City for any additional cost incurred by it in its completion of the work. The City may also in event of termination obtain undelivered materials, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred by it in its completion of the work and/or materials. Contractor and his sureties shall also be liable to the City for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is so terminated, the City may take possession of and utilize in completing the work such materials, tools, equipment and facilities as may be on the site of the work and necessary therefore.

B. Liquidated Damages for Delays. If material is not provided or work is not completed within the time stipulated in this Contract, including any extensions of time for excusable delays as herein provided, (it being impossible to determine the actual damages occasioned by the delay) the Contractor shall provide to the City one 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) days of official notice of scheduled delivery or scheduled work of the cause of delay. If, on the basis of the facts and the terms of this Contract, the delay is properly excusable the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

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

SECTION XVII LICENSING

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

SECTION XVIII SAFETY PRECAUTIONS

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

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

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

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

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

SECTION XIX LAW AND VENUE

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

SECTION XX REIMBURSEMENT FOR INSPECTION

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

**SECTION XXI
APPROPRIATION APPROVAL**

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

**SECTION XXII
ENTIRE CONTRACT**

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

(Balance of page intentionally left blank.)

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

CITY OF PORT ST. LUCIE FLORIDA

By: _____
City Manager

By: _____
Authorized Representative of (company name)

Print Representative's Name

Sample Only

State of: _____

County of: _____

Before me personally appeared: _____)
(please print)

Please check one:

Personally known _____

Produced Identification: _____
(type of identification)

Identification No. _____

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

WITNESS my hand and official seal, this _____ day of _____, 2016.

Notary Signature

Notary Public-State of _____ at Large.

My Commission Expires _____.

(seal)

DRUG-FREE WORKPLACE FORM

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

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or Contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or Contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Bidder's Signature

Date

CITY OF PORT ST. LUCIE, FLORIDA
SEALED BID NO. 20160065
PROJECT TITLE: Police Athletic League (PAL) Building Metal Roof Rehabilitation Project
Community Development Block Grant (CDBG) Funded

SUBSTITUTION SHEET

DESCRIPTION OR BID ITEM NO.	MAKE SPECIFIED	PROPOSED SUBSTITUTION	ADD	DEDUCT
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	_____	_____

CITY OF PORT ST. LUCIE, FLORIDA
SEALED BID NO. 20160065
PROJECT TITLE: Police Athletic League (PAL) Building Metal Roof Rehabilitation Project
Community Development Block Grant (CDBG) Funded

CONTRACTOR VERIFICATION FORM

THE FOLLOWING IS TO COMPLETED BY PRIME BIDDER:

Name of Firm: _____

Corporate Title: _____

Address: _____

(Zip Code)

By: _____
(Print name) (Print title)

(Authorized Signature)

Telephone: () _____

Fax: () _____

State License # _____ (ATTACH COPY)

County License # _____ (ATTACH COPY)

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

Type of License: _____

Unlimited _____ (yes/no)

If "NO", Limited to what trade? _____

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

SEALED E-BID NO. 20160065

**PROJECT TITLE: Police Athletic League (PAL) Building Metal Roof Rehabilitation Project
Community Development Block Grant (CDBG) Funded**

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. _____

CITY OF PORT ST. LUCIE, FLORIDA
SEALED E-BID NO. 20160065
PROJECT TITLE: Police Athletic League (PAL) Building Metal Roof Rehabilitation Project
Community Development Block Grant (CDBG) Funded

BUY AMERICA CERTIFICATE OF COMPLIANCE

CERTIFICATE OF COMPLIANCE



COMPLIANCE

The Bidder hereby certifies that it will comply with the requirements of 23 C.F.R. 635.410, as amended, and utilize only iron or steel manufactured in the United States, or components made with iron or steel that meet the Buy America requirements. Bidder acknowledges that it will be required to produce Buy America certification(s) from the producer(s) of the steel or iron or components prior to incorporating any such materials into the work or project.

Company Name: _____

Authorized By: _____
(Sign) (Print Name)

Title: _____ Date: _____

CITY OF PORT ST. LUCIE, FLORIDA

SEALED BID NO. 20160065

**PROJECT TITLE: Police Athletic League (PAL) Building Metal Roof Rehabilitation Project
Community Development Block Grant (CDBG) Funded**

CERTIFICATION REGARDING LOBBYING

The undersigned Bidder/Contractor certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying", 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
- (3) The undersigned shall require that the language of this certification be included in the awards documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. 1352 (1)-(2)(A), any person who makes a prohibited expenditure of fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure]

The Bidder/Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Company Name: _____

Authorized By: _____
(Sign) (Print Name)

Title: _____ Date: _____

*****ALL SUBCONTRACTORS ARE REQUIRED TO FILL OUT THIS FORM AND SUBMIT WITH BID PACKAGE*****

CITY OF PORT ST. LUCIE, FLORIDA

SEALED BID NO. 20160065

**PROJECT TITLE: Police Athletic League (PAL) Building Metal Roof Rehabilitation Project
Community Development Block Grant (CDBG) Funded**

***Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--
Primary Covered Transactions***

The Bidder certifies that, the firm or any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;

(b) have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property

(c) are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Bidder certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the Florida Department of Transportation."

Company Name: _____

Authorized By: _____
(Sign) (Print Name)

Title: _____ Date: _____

E-BID #20160065

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

E-VERIFY

**PROJECT TITLE: Police Athletic League (PAL) Building Metal Roof Rehabilitation Project
Community Development Block Grant (CDBG) Funded**

375-040-68
PROCUREMENT
06/11

Contract No: _____

Financial Project No(s): _____

Project Description: _____

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant :

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Consultant during the term of the contract; and

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

Company/Firm: _____

Authorized Signature: _____

Title: _____

Date: _____

CHECKLIST

BID # 20160065

**PROJECT TITLE: Police Athletic League (PAL) Building Metal Roof Rehabilitation Project
Community Development Block Grant (CDBG) Funded**

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 #20160065 with proper signatures upload to Demandstar.
- _____ E-Bid Reply Excel Spreadsheet – Schedule A uploaded to Demandstar.
- _____ Drug-Free Workplace Form uploaded to Demandstar.
- _____ 5% Bid Security uploaded to Demandstar and mailed in within five (5) business days after the opening or the bid may be considered non-responsive.
- _____ All pricing has been mathematically reviewed and all corrections have been initialed.
- _____ Each Bid Addendum (when issued) is acknowledged on the E-Bid Reply Sheet #20160065.
- _____ W-9 as per Section 1.13 uploaded to Demandstar.
- _____ Copy of Insurance Certificate in accordance with Section VIII of the Sample Contract uploaded to Demandstar.
- _____ Copy of State of Florida General Contractor license, City licenses and any certifications to perform the proposed work in the City of Port St. Lucie uploaded to Demandstar. Including all subcontractors licenses.
- _____ Has reviewed the Contract and accept all City Terms and Conditions.
- _____ Contractor's Questionnaire uploaded to Demandstar.
- _____ Required forms: Non-Collusion Affidavit of Prime Bidder; List of Current Contracts; Substitution Sheet; Buy America form; Certification Regarding Lobbying; Certification Regarding Debarment; E-Verify form; List of References, Vendor Code of Ethics and Contractor Verification Form. All forms are to be uploaded to Demandstar.
- _____ List of all sub-contractors with the Certification Regarding Lobbying form completed (Use the Questionnaire for providing all sub-contractors). All requested information is to be uploaded to Demandstar.
- _____ Copy of the Checklist uploaded to Demandstar.

THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET

ATTACHMENT A

Section 07-5600

**City of Port St. Lucie
Police Athletic League (PAL) Building Metal Roof Rehabilitation Project
Community Development Block Grant (CDBG) Funded**

(3 Pages follow as a separate attachment)

BALANCE OF PAGE LEFT INTENTIONALLY BLANK

ATTACHMENT B

Section 3 Clause

**City of Port St. Lucie
Police Athletic League (PAL) Building Metal Roof Rehabilitation Project
Community Development Block Grant (CDBG) Funded**

(2 Pages follow as a separate attachment)

BALANCE OF PAGE LEFT INTENTIONALLY BLANK

ATTACHMENT C

Federal Labor Standards Provisions

**City of Port St. Lucie
Police Athletic League (PAL) Building Metal Roof Rehabilitation Project
Community Development Block Grant (CDBG) Funded**

(4 Pages follow as a separate attachment)

BALANCE OF PAGE LEFT INTENTIONALLY BLANK

ATTACHMENT D

29 CFR 5.5 Davis Bacon Regulations

**City of Port St. Lucie
Police Athletic League (PAL) Building Metal Roof Rehabilitation Project
Community Development Block Grant (CDBG) Funded**

(8 Pages follow as a separate attachment)

BALANCE OF PAGE LEFT INTENTIONALLY BLANK

ATTACHMENT E

Davis Bacon Fact Sheet #66

**City of Port St. Lucie
Police Athletic League (PAL) Building Metal Roof Rehabilitation Project
Community Development Block Grant (CDBG) Funded**

(2 Pages follow as a separate attachment)

BALANCE OF PAGE LEFT INTENTIONALLY BLANK

ATTACHMENT F

Whistleblowers Know Your Rights Poster

**City of Port St. Lucie
Police Athletic League (PAL) Building Metal Roof Rehabilitation Project
Community Development Block Grant (CDBG) Funded**

(1 Pages follow as a separate attachment)

BALANCE OF PAGE LEFT INTENTIONALLY BLANK

ATTACHMENT G

Vendor Code of Ethics

**City of Port St. Lucie
Police Athletic League (PAL) Building Metal Roof Rehabilitation Project
Community Development Block Grant (CDBG) Funded**

(2 Page follows as a separate attachment)

BALANCE OF PAGE LEFT INTENTIONALLY BLANK

ATTACHMENT H

Davis Bacon Provisions “Summary”

**City of Port St. Lucie
Police Athletic League (PAL) Building Metal Roof Rehabilitation Project
Community Development Block Grant (CDBG) Funded**

(2 Page follows as a separate attachment)

BALANCE OF PAGE LEFT INTENTIONALLY BLANK

SECTION 07 5600
FLUID-APPLIED ROOFING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Fluid-applied Silicone roofing for Metal Roof.
- B. Accessories.

1.02 RELATED REQUIREMENTS

1.03 REFERENCE STANDARDS

- A. ASTM D412 - Standard Test Methods for Vulcanized Rubber and Thermoplastic Elastomers-Tension; 2006a (Reapproved 2013).
- B. CRRC-1 - Standard; Cool Roofs Rating Council; 2012. (ANSI/CRRC-1)

1.04 SUBMITTALS

- A. Product Data: Provide manufacturer's data for membrane and accessory materials.
- B. Certificate: Certify that products meet or exceed specified requirements.
- C. Manufacturer's Installation Instructions: Include standard installation instructions, acceptable installation temperature range, and procedures for unusual perimeter conditions.
- D. Warranty: Submit manufacturer warranty and ensure forms have been completed in Owner's name and registered with manufacturer.

1.05 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacture of fluid-applied roofing or waterproofing membranes.
 - 1. Ten years documented experience manufacturing type of product specified.
- B. Installer Qualifications: Company specializing in installation of fluid-applied roofing or waterproofing.
 - 1. Approved by roofing manufacturer.
 - 2. Five years' documented experience.

1.06 FIELD CONDITIONS

1.07 WARRANTY

- A. See Section 01 7800 - Closeout Submittals, for additional warranty requirements.
- B. Provide Ten Year Material and Labor manufacturer warranty that roofing membrane will not crack, split, or flake under normal weather conditions and will not fail to resist penetration of water during that time period.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Fluid-Applied Silicone Roofing:
 - 1. Gaco Western S2000 Silicone System.
 - 2. Substitutions: Upon approval

2.02 MEMBRANE MATERIAL

- A. Fluid-Applied Silicone Roofing: Solvent Free, 100% Silicone, single component waterproof elastomeric moisture-curing silicone coating.
 - 1. Solar Reflectance Index - Initial: 111, minimum, determined in accordance with ASTM E1980.
 - 2. Solar Reflectance - Initial: 0.88 minimum, determined in accordance with ASTM C1549.
 - 3. Thermal Emittance - Initial: 0.87 minimum, determined in accordance with ASTM C1371.
 - 4. Solids by Weight: 96.5% minimum, determined by Method 4041.
 - 5. Solids by Volume: 95%

6. Cured Thickness: 22 mils (.55 mm), minimum (no reinforcing fabric).
7. Suitable for installation over metal, concrete, built-up bituminous, and single-ply sheet roofing substrates.
8. VOC Content: 35 g/l.
9. Tensile Strength: 450 psi (____ MPa), minimum, measured in accordance with ASTM D412.
10. Ultimate Elongation: 174 percent, measured in accordance with ASTM D412.
11. Products:
 - a. Gaco Western S2000 Silicone.
 - b. Substitutions: Upon Approval

2.03 ACCESSORIES

- A. Cleaner: GacoFlex GacoWash Concentrated Cleaner
- B. Primer: GacoFlex E-5320 Epoxy Primer
- C. Sacrificial Tape: 3M Scotchblue Industrial Adhesive Masking Tape 2750 or equal.
- D. Tape: GacoFlex SF-2000 SeamSeal brush applied or GacoFlex 66-S Polyester Tape embedded in two coats of GacoFlex S-20 Series Silicone.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify existing conditions before starting work.
- B. Verify substrate surfaces are free of frozen matter, dampness, loose particles, cracks, pits, projections, penetrations, or foreign matter detrimental to adhesion or application of roofing system.
- C. Verify that substrate surfaces are smooth, free of honeycomb or pitting, and not detrimental to full contact bond of roofing materials.
- D. Verify that roof openings, curbs, and items that penetrate surfaces to receive roofing are securely installed.

3.02 PREPARATION

- A. Clean and prepare surfaces to receive roofing in accordance with manufacturer's instructions and recommendations.
- B. Inspect Fasteners: Tighten and/or replace all loose metal deck fasteners.
- C. Protect adjacent surfaces not designated to receive roofing.

3.03 INSTALLATION

- A. Apply roofing in accordance with manufacturer's instructions and recommendations, to specified minimum thickness.
- B. Do not apply roofing to surfaces unacceptable to manufacturer.
- C. Apply primer at a rate recommended by manufacturer.
 1. No Rust: Apply 1 (one) coat of GacoFlex E5320 Primer at a rate of one gallon per 300 sq. ft.
 2. Minimal Rust: Apply 2 (two) coats of GacoFlex E-5320 Primer at a rate of one gallon per 300 sq. ft. per pass, resulting in a total of one gallon per 150 sq. ft. of finished primer.
 3. Pronounced rusting: Apply 2 (two) coats of GacoFlex E-5320 Primer at a rate of one gallon per 150 sq. ft per pass, resulting in one gallon per 75 sq. ft. of finished product.
- D. All exposed fasteners must be waterproofed by applying GacoFlex SF-2000 SeamSeal to the fastener heads by brush.
- E. All seams, flashings, protrusions and terminations must be waterproofed by one of the following methods.
 1. Taping: Apply a 6" wide strip of GacoFlex S-20 Silicone at a rate of 1.5 gal per 100 square feet, centered on the seam. Immediately embed GacoFlex 66-S polyester tape in to the

wet coating and apply another coat of GacoFlex S-20 Silicone at a rate of 1.5 gal per 100 square feet to completely cover the polyester tape. The tape must be applied smooth, without wrinkles, "fish mouths", blisters or pinholes.

2. GacoFlex SF-2000 SeamSeal, applied by brush or roller, 4" wide, centered on the seam, at a rate of 1 gal per 75-100 sq. ft. On horizontal seams (end laps) and other details where significant movement due to expansion, contraction, or other factors may occur, it is necessary to apply sacrificial tape prior to the application of GacoFlex SF-2000 SeamSeal.

F. Coating:

1. Apply 1 (one) coat of GacoFlex S-20 Silicone Series at a rate of 1.5 gallons per 100 sq. ft. Coat all surfaces including expansion joint covers and flashing. At all edges and penetrations, an extra pass must be applied. Dry film thickness shall be a minimum of 22 dry mils (.56mm).

3.04 FIELD QUALITY CONTROL

- A. Coating Thickness: The finished dry film thickness will measure a minimum of 22 dry mils (.55mm)
- B. Defects: There shall be no blisters, pinholes, voids or membrane defects of any kind.
- C. Variations: Any variations from specified procedures or limits found by the contractor or representatives of Gaco Western, Inc. or the owner shall be immediately corrected by the contractor.

3.05 PROTECTION

- A. Protect installed roofing and flashings from construction operations.

END OF SECTION

SECTION 3 CLAUSE

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD assisted projects covered by Section 3, shall, to the greatest extent feasible be directed to low and very low income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualification for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135 and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor will not subcontract with any Subcontractor where the Contractor has notice or knowledge that the Subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian Housing Assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 540e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and

opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

In summary All Section 3 contractors and subcontractors must:

1. Notify very-low and low-income residents and businesses in the area about new jobs and/or contract opportunities. A section 3 poster (attached) must be available at the work site and may be posted at any other site where residents are likely to see it.
2. Where feasible, give priority to those lower income residents and businesses for any new jobs or contractor opportunities. HUD does not expect the contractor to lay off regular employees in order to hire local residents but requires that consideration be given to local residents and companies when hiring or contracting.
3. Ensure that a "Section 3 clause" is included in every solicitation (bid) and sub-contract connected with this section 3 covered project (copy attached).
4. Be prepared to provide numbers of new hires or new contracts made to Section 3 residents or businesses as a result of the project.

Section 3 regulations do acknowledge limitations of project or contract-related work, such as the non-permanent nature of jobs involved in the project. But they still require that any full-time economic opportunities (jobs or contracts) be "directed" to Section 3 residents and businesses "to the greatest extent feasible." Minimum goals for safe-harbor compliance would be approximately 10% of new hires from Section 3 area residents and 10% Section 3-covered businesses. Failure to meet these goals shifts the burden to adequate reporting mechanisms that explain why these goals cannot be met.

Attachment C – E-Bid #20160065
Police Athletic League (PAL) Building Metal Roof Rehabilitation Project

Federal Labor Standards Provisions U.S. Department of Housing and Urban Development

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof @ due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to provisions of 29 CFR-5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration. U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937

or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating hereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5(a)(3)(i) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3:

(3) That such laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph A.3.(ii)(b) of this section.

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph A.3.(i) of this section available for inspection, copying or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the

Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant "to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract Termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1,3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (no he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of...influencing in a way the action of such Administration.... makes, utters or publishes any statement knowing the same to be false.....shall be fined not more than \$5,000 or imprisoned not more than two years or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate of not less than one and one-half times the basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such work week, whichever is greater.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat 96).

(3) The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

End of Federal Labor Standards Provisions
Balance of page left blank

E-Bid #20160065
ATTACHMENT D
Police Athletic League (PAL) Building Metal Roof Rehabilitation Project
Community Development Block Grant (CDBG)

29 CFR 5.5 - Contract provisions and related matters.

Davis Bacon Regulations

- **Section Number:** 5.5
- **Section Name:** Contract provisions and related matters.

(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in Sec. 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, provided, that such modifications are first approved by the Department of Labor):

(1) Minimum wages.

(a) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in Sec. 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily

E-Bid #20160065
ATTACHMENT D
Police Athletic League (PAL) Building Metal Roof Rehabilitation Project
Community Development Block Grant (CDBG)

seen by the workers.

(2) Classifications of Workers:

A. - The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

B. - If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

C. - In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

D. - The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(3) Fringe Benefit Information:

A. - Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(4) Fringe Benefit Costs:

A. - If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably

E-Bid #20160065
ATTACHMENT D
Police Athletic League (PAL) Building Metal Roof Rehabilitation Project
Community Development Block Grant (CDBG)

anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

B. - Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

C. - Payrolls and basic records. (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(5) Payroll Information:

A. - The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be

E-Bid #20160065
ATTACHMENT D
Police Athletic League (PAL) Building Metal Roof Rehabilitation Project
Community Development Block Grant (CDBG)

maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired.

Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

B. - Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (1) That the payroll for the payroll period contains the information required to be provided under Sec. 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under Sec. 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

C. - The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

D. - The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

E-Bid #20160065
ATTACHMENT D
Police Athletic League (PAL) Building Metal Roof Rehabilitation Project
Community Development Block Grant (CDBG)

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees--(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training

E-Bid #20160065
ATTACHMENT D
Police Athletic League (PAL) Building Metal Roof Rehabilitation Project
Community Development Block Grant (CDBG)

Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

E-Bid #20160065
ATTACHMENT D
Police Athletic League (PAL) Building Metal Roof Rehabilitation Project
Community Development Block Grant (CDBG)

(10) Certification of eligibility. (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Contract Work Hours and Safety Standards Act. The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Sec. 5.5(a) or 4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible

E-Bid #20160065
ATTACHMENT D
Police Athletic League (PAL) Building Metal Roof Rehabilitation Project
Community Development Block Grant (CDBG)

for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in Sec. 5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

Balance of page left blank intentionally.

U.S. Department of Labor
Wage and Hour Division



(April 2009)

Fact Sheet #66: The Davis-Bacon and Related Acts (DBRA)

This fact sheet provides general information concerning DBRA.

Coverage

DBRA requires payment of prevailing wages on federally funded or assisted construction projects. The Davis-Bacon Act applies to each federal government or District of Columbia contract in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Many federal laws that authorize federal assistance for construction through grants, loans, loan guarantees, and insurance are Davis-Bacon "related Acts." The "related Acts" include provisions that require Davis-Bacon labor standards apply to most federally assisted construction. Examples of "related Acts" include the Federal-Aid Highway Acts, the Housing and Community Development Act of 1974, and the Federal Water Pollution Control Act.

Basic Provisions/Requirements

Contractors and subcontractors must pay laborers and mechanics employed directly upon the site of the work at least the locally prevailing wages (including fringe benefits), listed in the Davis-Bacon wage determination in the contract, for the work performed. Davis-Bacon labor standards clauses must be included in covered contracts.

The Davis-Bacon "prevailing wage" is the combination of the basic hourly rate and any fringe benefits listed in a Davis-Bacon wage determination. The contractor's obligation to pay at least the prevailing wage listed in the contract wage determination can be met by paying each laborer and mechanic the applicable prevailing wage entirely as cash wages or by a combination of cash wages and employer-provided bona fide fringe benefits. Prevailing wages, including fringe benefits, must be paid on all hours worked on the site of the work.

Apprentices or trainees may be employed at less than the rates listed in the contract wage determination only when they are in an apprenticeship program registered with the Department of Labor or with a state apprenticeship agency recognized by the Department.

Contractors and subcontractors are required to pay covered workers weekly and submit weekly certified payroll records to the contracting agency. They are also required to post the applicable Davis-Bacon wage determination with the Davis-Bacon poster (WH-1321) on the job site in a prominent and accessible place where they can be easily seen by the workers.

Davis-Bacon Wage Determinations

Davis-Bacon wage determinations are published on the Wage Determinations On Line (WDOL) website for contracting agencies to incorporate them into covered contracts. The "prevailing wages" are determined based on wages paid to various classes of laborers and mechanics employed on specific types of construction projects in an area. Guidance on determining the type of construction is provided in All Agency Memoranda Nos. 130 and 131.

Penalties/Sanctions and Appeals

Contract payments may be withheld in sufficient amounts to satisfy liabilities for underpayment of wages and for liquidated damages for overtime violations under the Contract Work Hours and Safety Standards Act (CWHSSA). In addition, violations of the Davis-Bacon contract clauses may be grounds for contract termination, contractor liability for any resulting costs to the government and debarment from future contracts for a period up to three years.

Contractors and subcontractors may challenge determinations of violations and debarment before an Administrative Law Judge (ALJ). Interested parties may appeal ALJ decisions to the Department's Administrative Review Board. Final Board determinations on violations and debarment may be appealed to and are enforceable through the federal courts.

Typical Problems

(1) Misclassification of laborers and mechanics. (2) Failure to pay full prevailing wage, including fringe benefits, for all hours worked (including overtime hours). (3) Inadequate recordkeeping, such as not counting all hours worked or not recording hours worked by an individual in two or more classifications during a day. (4) Failure of to maintain a copy of bona fide apprenticeship program and individual registration documents for apprentices. (5) Failure to submit certified payrolls weekly. (6) Failure to post the Davis-Bacon poster and applicable wage determination.

Relation to State, Local, and Other Federal Laws

The Copeland "Anti-Kickback" Act prohibits contractors from in any way inducing an employee to give up any part of the compensation to which he or she is entitled under his or her contract of employment, and requires contractors to submit a weekly statement of the wages paid to each employee performing DBRA covered work.

Contractors on projects subject to DBRA labor standards may also be subject to additional prevailing wage and overtime pay requirements under State (and local) laws. Also, overtime work pay requirements under CWHSSA) and the Fair Labor Standards Act may apply.

Under Reorganization Plan No. 14 of 1950, (5 U.S.C.A. Appendix), the federal contracting or assistance-administering agencies have day-to-day responsibility for administration and enforcement of the Davis-Bacon labor standards provisions and, in order to promote consistent and effective enforcement, the Department of Labor has regulatory and oversight authority, including the authority to investigate compliance.

Where to Obtain Additional Information

For additional information, visit our Wage and Hour Division Website: <http://www.wagehour.dol.gov> and/or call our toll-free information and helpline, available 8 a.m. to 5 p.m. in your time zone, 1-866-4USWAGE (1-866-487-9243).

This publication is for general information and is not to be considered in the same light as official statements of position contained in the regulations.

U.S. Department of Labor
Frances Perkins Building
200 Constitution Avenue, NW
Washington, DC 20210

1-866-4-USWAGE
TTY: 1-866-487-9243
Contact Us



U.S. DEPARTMENT OF TRANSPORTATION OFFICE OF INSPECTOR GENERAL

WHISTLEBLOWERS KNOW YOUR RIGHTS

On February 17, 2009 the American Recovery and Reinvestment Act (ARRA) was signed into law by President Obama to improve public welfare. If you protect America's interests by reporting fraud, abuse, or mismanagement of ARRA funds at your workplace, and are retaliated against as a result, know that America is here for you.

American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, Title XV, Subtitle D, Section 1553



ADMINISTRATIVE REVIEW:

You have the right to file a complaint with the Office of Inspector General and receive a timely investigation and response.



REPRISAL-FREE:

You have the right to be free from discharge, demotion, or discrimination as a result of disclosing:

- *Gross mismanagement of a stimulus-funded project.*
- *Gross waste of stimulus funds.*
- *Danger to public health and safety related to a stimulus-funded project.*
- *Violation of the law relating to stimulus funds or a stimulus-funded project.*
- *Abuse of authority related to the implementation of stimulus funds.*



REMEDIES:

You have the right to receive remedies if the Office of Inspector General determines you were subjected to an unlawful reprisal. Your employer may be ordered to abate the reprisal, reinstate your employment, and you may receive compensation to reimburse you for your attorney fees and other financial suffering experienced as a result of the reprisal.



ALTERNATIVES:

You have the right to take action against your employer in civil district court if the Office of Inspector General does not respond within 210 days or determines that there was not an unlawful reprisal.

... OIG HOTLINE ...

www.oig.dot.gov/recovery/whistleblower_protections.jsp

Phone: 1-800-424-9071

Email: hotline@oig.dot.gov





"A City for All Ages"

VENDOR CODE OF ETHICS

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

- ◆ A Vendor's bid or proposal will be competitive, consistent and appropriate to the bid documents.
- ◆ A Vendor will not discuss or consult with other Vendors intending to bid on the same contract or similar City contract for the purpose of limiting competition. A Vendor will not make any attempt to induce any individual or entity to submit or not submit a bid or proposal.
- ◆ Vendor will not disclose the terms of its bids or proposal, directly or indirectly, to any other competing Vendor prior to the bid or proposal closing date.
- ◆ Vendor will completely perform any contract awarded to it at the contracted price pursuant to the terms set forth in the contract.
- ◆ Vendor will submit timely, accurate and appropriate invoices for goods and/or services actually performed under the contract.
- ◆ Vendor will not offer or give any gift, item or service of value, directly or indirectly, to a City employee, City official, employee family member or other vendor contracted by the City.
- ◆ Vendor will not cause, influence or attempt to cause or influence, any City employee or City Official, which might tend to impair his/her objectivity or independence of judgment; or to use, or attempt to use, his/her official position to secure any unwarranted privileges or advantages for that Vendor or for any other person.
- ◆ Vendor will disclose to the City any direct or indirect personal interests a City employee or City official holds as it relates to a Vendor contracted by the City.
- ◆ Vendors must comply with all applicable laws, codes or regulations of the countries, states and localities in which they operate. This includes, but is not limited to, laws and regulations relating to environmental, occupational health and safety, and labor practices. In addition, Vendors must require their suppliers (including temporary labor agencies) to do the same. Vendors must conform their practices to any published standards for their industry. Compliance with laws, regulations and practices include, but are not limited to the following:
 - Obtaining and maintaining all required environmental permits. Further, Vendor will endeavor to minimize natural resource consumption through conservation, recycling and substitution methods.
 - Providing workers with a safe working environment, which includes identifying and evaluating workplace risks and establishing processes for which employee can report health and safety incidents, as well as providing adequate safety training.
 - Providing workers with an environment free of discrimination, harassment and abuse, which includes establishing a written antidiscrimination and anti-bullying/harassment policy, as well as clearly noticed policies pertaining to forced labor, child labor, wage and hours, and freedom of association.

E-Bid Number: _____
Name of Organization/Proposer _____
Signature _____
Printed Name and Title _____
Date _____

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

DAVIS BACON PROVISIONS "SUMMARY"

The **Davis – Bacon Act** requires the payment of prevailing wage rates (which are determined by the U.S. Department of Labor) to all laborers and mechanics on **Federally funded construction projects in excess of \$2,000**. Construction includes alteration and / or repair, including painting and decorating of public buildings or public works. The prime contractor is responsible for the full compliance of all employers (the contractor, subcontractors and any lower-tier subcontractors) with the labor standards provisions applicable to the project.

MINIMUM WAGES

- ❖ Employees are not to be paid less than the rates included in the Wage Determination (copy attached.)
- ❖ **Wage Determination & Notice to All Employees must be posted at all times by the contractor and all subcontractors at the work site(s) in a prominent place.**
- ❖ Laborers or mechanics not listed in the Wage Determinations - HUD shall approve additional classification and wage rate(s) only when certain criteria are met.
- ❖ If the minimum wage rate in the contract for a class of laborers or mechanics includes fringe benefits which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the Wage Determination or shall pay another bona fide fringe benefit or an hourly cash equivalent.

WITHHOLDING

- ❖ In the event of failure to pay any laborer or mechanic (including apprentice, trainee or helper) all or part of the wages required by the contract, after written notice, D.O.L. may take such action as may be necessary to cause suspension of any further payment, advance, or guarantee of funds until the violations have ceased.

❖

PAYROLL AND BASIC RECORDS

- ❖ Must submit weekly payrolls (can use any form) and must include a "Statement of Compliance" signed by the contractor, subcontractor or designee (see attached) and **payrolls must be number sequentially**
- ❖ The first payroll record must contain full postal address and social security number of each worker, in addition to correct job classification, hourly wage paid, number of hours worked, deductions and actual amount paid. Succeeding payrolls do not have to show social security number or address unless there is a change in the information. **Certified payrolls signed by non-owners/officers need to submit authorization letter from owner/officers**
- ❖ Payrolls must be kept for three (3) years after completion of the job.
- ❖ If the payrolls show work classifications that do not appear on the wage decision, the employer will be asked to reclassify the employees in accordance with the wage decision or the employer may request an additional classification and wage rate. **Additional classification requests require a 45 business day turnaround time by the Department of Labor.**
- ❖ Contractors employing apprentices or trainees shall maintain written evidence of the registration of apprenticeship programs and certificates of trainee programs.

- ❖ “No work” Payrolls may be submitted whenever there is a temporary break in your work on the project. If you know that your firm will not be working on the project for an extended period of time, you may send a short note to PSL Community Services giving the approximate dates of the “no work” period.
- ❖ The payroll should show ONLY the regular and overtime hours worked on this project. Show both the daily and total weekly hours for each employee. If an employee performs work at job sites other than the project for which the payroll is prepared, those “other job” hours should not be reported on the payroll. In these cases, you should list the employee’s name, classification, hours for this project only, the rate of pay and gross earnings for this project and the gross earned for all projects. Deductions and net pay may be based upon the employee’s total earnings for all projects for the week.
- ❖ Records must be made available for inspection. Contractor must permit representatives to interview employees during working hours on the job site(s).
- ❖ Overtime is to be paid at not less than one and one-half the basic rate of pay for all hours worked in excess of forty (40).
- ❖ Contractor shall be responsible for compliance of any subcontractors or lower tier subcontractors. Contractor is also responsible for payment of employees of any subcontractor or lower tier subcontractors.
- ❖ Contractor shall include **labor standards provisions and applicable wage decision** to every subcontract so that such provisions will be binding on each subcontractor.
- ❖ Davis Bacon contract provisions - 29 CFR Part 5 synopsis
 - Minimum wages
 - Withholding if standards are not met
 - Payrolls and basic records
 - Apprentices and trainees
 - Equal employment opportunity
 - Compliance with Copeland Act - Anti-kickback Act
 - Subcontracts must have Davis Bacon/Copeland info
 - Disputes concerning labor standards
 - Contract Work Hours and Safety Standards Act language must be inserted into contracts regarding: overtime, violations, withholdings, subcontracts.

The above information was reviewed with me on _____.

Signature of Contractor

E-Bid Opening
E-BID #20160065
PAL Building Metal Roof Rehabilitation Project
March 3, 2016 @ 2:00 pm

	Name (Please <u>PRINT</u> legibly)	Company Name	E-Mail Address	Telephone # & FAX #
1.	Robyn Holder	City of PSC - PMD	Rholder@cityofpsc.com	T 344-4293 F 871-7337
2.	Euna Joly			T F
3.				T F
4.				T F
5.				T F
6.				T F
7.				T F
8.				T



CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7G
Meeting Date: 3/28/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager *JB*

FROM: Azlina Goldstein Siegel, Esq., Interim City Attorney *AS*

Agenda Item: Motion: Unity of Title – Rocco Romanelli a/k/a Robert Romanelli and Maria Romanelli as Trustees of Rocco Romanelli Revocable Living Trust, as amended and restated on October 9, 2011 to combine Lots 17 and 18, Block 73, Port St. Lucie Section Twenty-Seven

Submittal Date: 3/18/2016

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

BACKGROUND: The Unity of Title is being placed on the property so that the parcels may be combined as one parcel for future development.

ANALYSIS: Pursuant to Chapter 158, Appendix B, Section V of the Port St. Lucie Code of Ordinances, a Unity of Title for Rocco Romanelli a/k/a Robert Romanelli and Maria Romanelli as Trustees of Rocco Romanelli Revocable Living Trust, as amended and restated on October 9, 2011, to combine lots 17 and 18, Block 73, Section Twenty-Seven, is presented for City Council consideration.

FINANCIAL INFORMATION: N/A

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

STAFF RECOMMENDATION: Motion to approve.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 3/28/2016

LOCATION OF PROJECT: See attached map, Lots 17 and 18, Block 73, Port St. Lucie Section Twenty-Seven

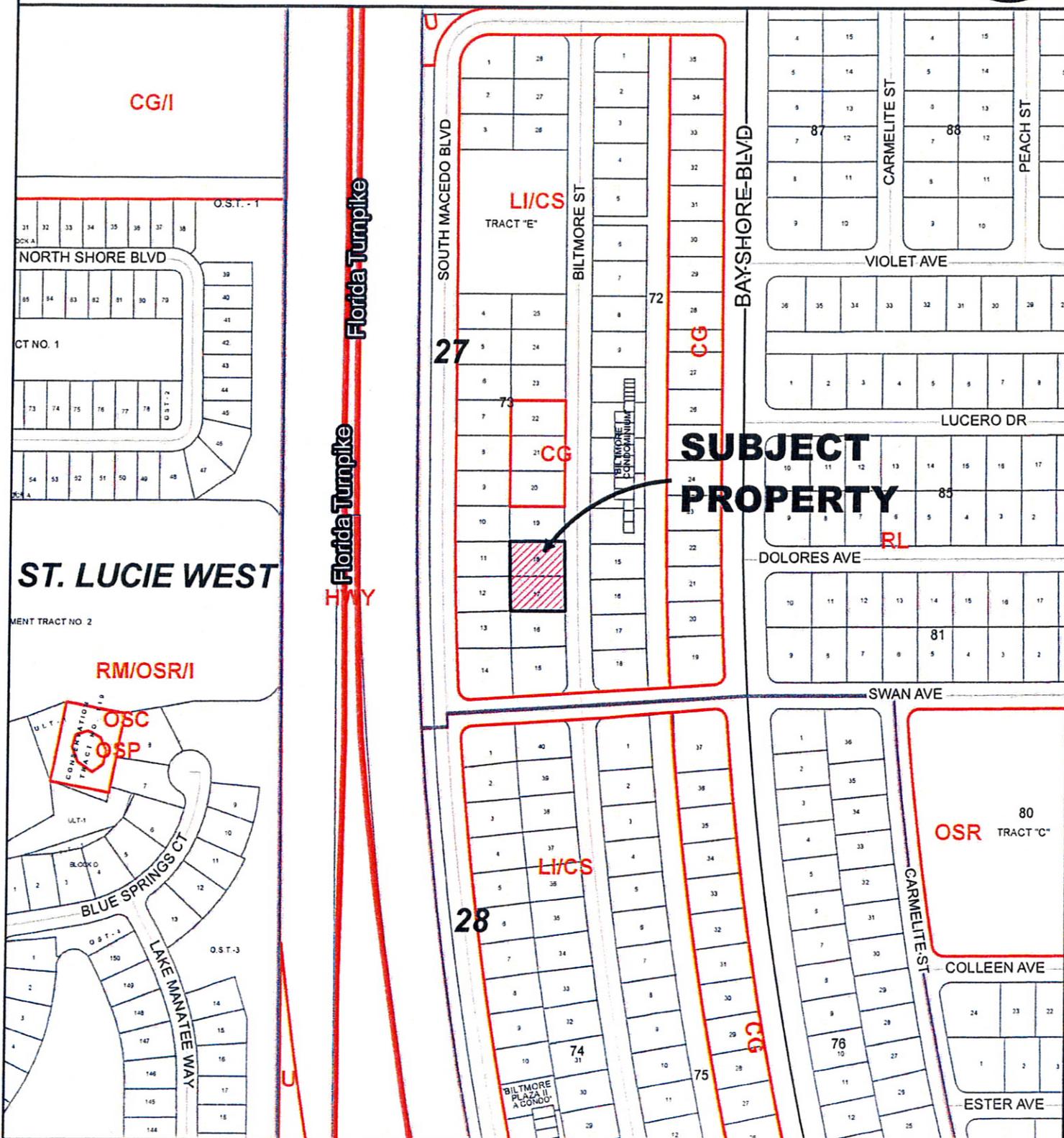
ATTACHMENTS: Map; Unity of Title

RECEIVED

MAR 22 2016

CITY MANAGER'S OFFICE

FUTURE LAND USE

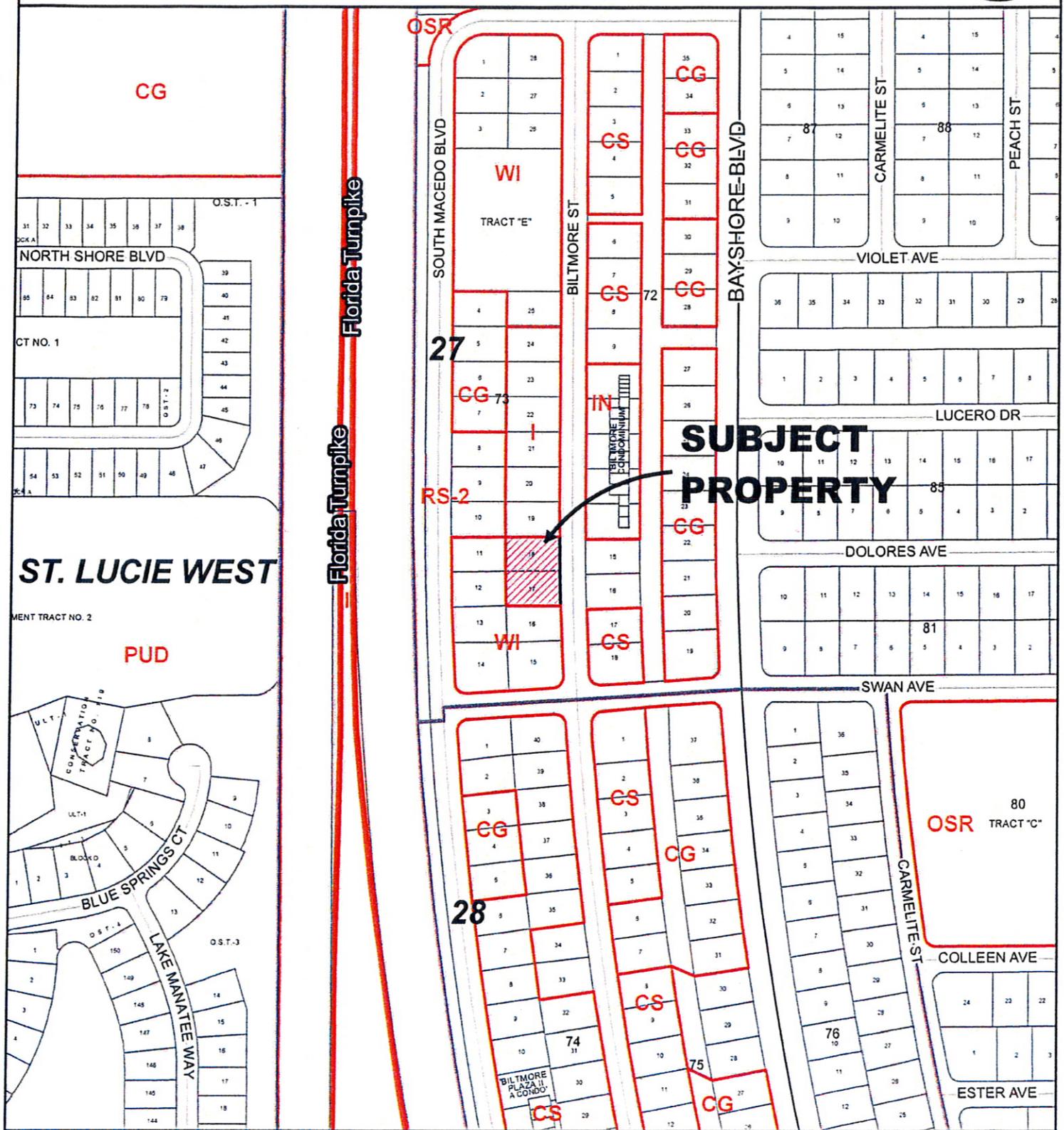


CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

REZONING
ROCCO ROMANELLI
SECTION 27, B.OCK 73, LOTS 17 & 18

DATE: 1/4/2016
APPLICATION NUMBER: P15-206
USER: patricias
SCALE: 1 in = 300 ft

EXISTING ZONING



CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

REZONING
ROCCO ROMANELLI
SECTION 27, B.OCK 73, LOTS 17 & 18

DATE: 1/4/2016
APPLICATION NUMBER: P15-206
USER: patricias
SCALE: 1 in = 300 ft

This instrument was prepared under the direction of:

Azlina Goldstein Siegel, Esq., Interim City Attorney

Prepared by:

Nadia Westerik, Legal Secretary

CITY OF PORT ST. LUCIE

City Attorney's Office

121 S.W. Port St. Lucie Boulevard

Port St. Lucie, Florida 34984

UNITY OF TITLE

In consideration of the issuance of a Permit to **Rocco Romanelli a/k/a Robert Romanelli and Maria Romanelli as Trustees of Rocco Romanelli Revocable Living Trust, as amended and restated on October 9, 2011**, in Port St. Lucie, Florida, and for other good and valuable consideration, the undersigned hereby agree to restrict the use of lands described as follows, to-wit:

Lots 17 and 18, Block 73, Port St. Lucie Section Twenty-Seven, according to the plat thereof, as recorded in Plat Book 14, Pages 5, 5A through 5I, of the Public Records of St. Lucie County, Florida

in the following manner:

1. That said property shall be considered as one plot and parcel of land and that no portion of said plot and parcel of land shall be sold, transferred, devised, or assigned separately except in its entirety as one plot or parcel of land.

2. The undersigned further agree that this condition, restriction and limitation shall be deemed a covenant running with the land, and shall remain in full force and effect, and be binding upon the undersigned, their heirs, successors and/or assigns until such time as the same may be released in writing by the City Council.

3. The undersigned further agree that this instrument shall be recorded in the Public Records of St. Lucie County.

IN WITNESS WHEREOF, the undersigned have caused the hands and seals of the undersigned to be affixed hereto on this _____ day of _____, 2016.

**Signed, sealed and delivered
in the presence of:**

WITNESSES

OWNER

Print Name: _____

Rocco Romanelli,
a/k/a Robert Romanelli, Individually and
as co-trustee of the Rocco Ramanelli
Revocable Living Trust, as amended and
restated on October 9, 2011

Witness

Print Name: _____
Witness

WITNESSES

OWNER

Print Name: _____

Maria Romanelli,
Individually and as co-trustee of the
Rocco Ramanelli Revocable Living Trust,
as amended and restated on October 9,
2011

Witness

Print Name: _____
Witness

NOTARIZATION AS TO OWNER(S)' EXECUTION

STATE OF FLORIDA)
) ss
COUNTY OF _____)

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

(Seal)

NOTARY SEAL/STAMP

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

COUNCIL ITEM 10A
DATE 3/14/16

COUNCIL ITEM 8A
DATE 3/28/16

ORDINANCE 16-13

AN ORDINANCE AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$39,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF CITY OF PORT ST. LUCIE, FLORIDA PUBLIC SERVICE TAX REFUNDING REVENUE BONDS, SERIES 2016 IN ORDER TO REFUND ALL OR A PORTION OF THE CITY'S OUTSTANDING CERTIFICATES OF PARTICIPATION, SERIES 2004 AND CERTIFICATES OF PARTICIPATION, SERIES 2008, IN ORDER TO ACHIEVE DEBT SERVICE SAVINGS FOR THE CITY AND TO ELIMINATE DEBT UNDER THE CITY'S MASTER LEASE PROGRAM; 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 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 (1) Certificates of Participation, City of Port St. Lucie, Florida Master Lease Project, Series 2004 (Public Buildings Project) Evidencing Undivided Proportionate Interests of the Owners Thereof in Base Rent Payments to be Made Under a Master Lease Agreement by the City of Port St. Lucie, Florida (the "Series 2004 Certificates") for the principal purpose of financing costs of various capital improvements within the City, and (2) Refunding Certificates of Participation, City of Port St. Lucie, Florida Master Lease Project, Series 2008 (Municipal Complex Project) Evidencing Undivided Proportionate Interests of the Owners Thereof in Base Rent Payments to be Made Under a Master Lease Agreement by the City of Port St. Lucie, Florida (the "Series 2008 Certificates") for the principal purpose of refinancing costs of various capital improvements within the City.

WHEREAS, the City deems it to be in its best interests to refund all or portion of the Series 2004 Certificates and the Series 2008 Certificates (collectively, the "Refunded Certificates") in order to achieve debt service savings for the City and to eliminate debt under the City's Master Lease Program.

WHEREAS, the most efficient and cost-effective method of refunding the Refunded Certificates 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

ORDINANCE 16-13

property of the City, except the Pledged Revenues in the manner and to the extent provided in the hereinafter defined Bond Resolution.

SECTION 1. DEFINITIONS. When used in this Ordinance, the following terms shall have the following meanings, unless some other meaning is plainly intended:

"Bonds" shall mean the City of Port St. Lucie Public Service Tax Refunding Revenue Bonds, Series 2016 issued by the City pursuant to this Ordinance and the Bond Resolution in one or more series.

"Bond Resolution" shall mean Resolution 14-R116, adopted by the Council on July 28, 2014, as it may be amended or supplemented from time to time, which Resolution 14-R116 amended and restated in its entirety Resolution 14-R10.

"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.

"Funds and Accounts" shall have the meaning ascribed thereto in the Bond Resolution, as the same may be modified in accordance with the Bond Resolution.

"Investment Earnings" shall have the meaning ascribed thereto in the Bond Resolution, as the same may be modified in accordance with 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 (i) the Public Service Tax Revenues, (ii) Investment Earnings and (iii) the moneys on deposit in the Funds and Accounts established pursuant to the Bond Resolution, except for the Rebate Fund.

"Public Service Tax Revenues" shall have the meaning ascribed thereto in the Bond Resolution, as the same may be modified in accordance with the Bond Resolution.

"Rebate Fund" shall have the meaning ascribed thereto in the Bond Resolution, as the same may be modified in accordance with the Bond Resolution.

"Refunded Certificates" shall mean that portion of the Series 2004 Certificates (as defined in the recitals herein) and Series 2008 Certificates (as defined in the recitals herein) which are refunded in connection with the issuance of the Bonds, all as determined in accordance with the provisions of the Bond Resolution.

The words "herein," "hereunder," "hereby," "hereto," "hereof," and any similar terms shall refer to this Ordinance.

ORDINANCE 16-13

Words importing the singular number include the plural number, and vice versa.

SECTION 2. AUTHORIZING THE REFUNDING OF THE REFUNDED CERTIFICATES. The Council hereby authorizes and approves the refunding of the Refunded Certificates in order to achieve debt service savings for the City and to eliminate debt under the City's Master Lease Program, all in accordance with the provisions of the Bond Resolution.

SECTION 3. ISSUANCE OF THE BONDS. The Bonds are hereby authorized to be issued in the aggregate principal amount of not exceeding \$39,000,000. 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 Certificates, (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.

ORDINANCE 16-13

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 the other obligations outstanding under the Bond Resolution, including any subsequently issued Additional Bonds (as defined in 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. 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 6. 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 7. 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 8. VALIDATION. To the extent deemed necessary or desirable by Bond Counsel, Nabors, Giblin & Nickerson, P.A., or by the City Attorney,

ORDINANCE 16-13

the City Attorney is authorized to institute appropriate proceedings for validation of the Bonds pursuant to Chapter 75, Florida Statutes.

SECTION 9. 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 10. 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 11. 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 28th day of March, 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 #: 10A
Meeting Date: 3/14/16

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 16-13 - Public Service Tax Refunding Revenue Bonds, Series 2016

Submittal Date: 3/2/2016

STRATEGIC PLAN LINK: Maintain a fiscally responsible level of debt.

BACKGROUND:

In 2004, the Governmental Finance Corporation (Corporation) issued the \$5,860,000 Certificates of Participation, Series 2004, (2004 COPs) to 1) purchase land next to City Hall, 2) provide funds for the construction of the Rosser Police Substation, 3) acquire a records storage facility, 4) purchase land on Westmoreland Boulevard, and 5) pay costs of issuance. The Corporation entered into the 2004 Master Lease Program with the City of Port St. Lucie (City) where the City agreed to make lease payments to the Corporation that would then be used to pay the principal and interest on the 2004 COPs.

In 2008, the Corporation issued the \$45,600,000 Certificates of Participation, Series 2008 (2008 COPs) to refund all of the outstanding Certificates of Participation, Series 2007. The Certificates of Participation, Series 2007 proceeds were used to construct the Torrey Pines Building. The 2004 Master Lease Agreement between the City and the Corporation was amended to include City Hall, the Building Department building and the Police Administration building as collateral and the City agreed to make lease payments to the Corporation that would then be used to pay the principal and interest on the 2008 COPs.

ANALYSIS:

The City's Debt Policy requires a debt service savings of at least 5% of the refunded bonds and present value savings of at least \$400,000. Based on market rates as of

January 2016, the City's financial advisor estimates the City could achieve a 9% debt service savings by refunding all of the 2004 COPs and 2008 COPS and realize a present value savings of \$3.2 million.

During discussions with the City's Bond Council and the Financial Advisor, it was recommended to issue refunding bonds backed by the Public Services Tax revenues. Bond Council stated municipalities that issued certificates of participation have refunded the certificates of participation by using revenue refunding bonds, which resulted in better savings. Our Financial Advisor agreed and the projected debt service savings are based on using the Public Services Tax revenue as the source of funds to pay the debt service on the Public Service Tax Refunding Revenue Bonds.

Once the 2004 and 2008 COPs are refunded the City will no longer make lease payments to the Corporation and the Corporation will have no obligation to pay the debt service on the 2004 COPs, the 2008 COPs or the Public Service Tax Refunding Revenue Bonds, Series 2016. Debt service payments will be funded by the Public Service Tax revenues.

FINANCIAL INFORMATION:

Currently, the outstanding principal balance of the 2004 COPS is \$1,230,000 and the outstanding principal balance of the 2008 COPs is \$34,450,000. Proceeds from the sale of the Public Service Tax Refunding Revenue Bonds will be used to 1) redeem all of the 2004 COPs and, 2) deposit funds in an escrow account to pay the principal and interest on the 2008 COPs until the call date of September 1, 2018 at which time the remaining principal balance will be redeemed.

LEGAL INFORMATION: (Approved by Attorney _____ on __/__/__) as to form)

STAFF RECOMMENDATION:

Staff recommends approval of Ordinance No. 16-13 authorizing the issuance of the Public Service Tax Refunding Revenue Bonds, Series 2016.

SPECIAL CONSIDERATION: None

PRESENTATION INFORMATION:

Assistant Finance Director Tom O'Reilly will provide a presentation for the Public Service Tax Refunding Revenue Bonds, Series 2016. Our new bond financing team, Financial Advisor Ed Stull, Bond Counsel Steve Miller and Disclosure Counsel JoLinda Herring, will be available to answer any questions.

REQUESTED MEETING DATE: 3/14/2016

RECEIVED

MAR 07 2016

CITY MANAGER'S OFFICE

LOCATION OF PROJECT: N/A

ATTACHMENTS:

Ordinance 16 - 13

ORDINANCE 16-14

COUNCIL ITEM 10B
DATE 3/14/16

COUNCIL ITEM 805
DATE 3/28/16

AN ORDINANCE TO REZONE .46 ACRES OF PROPERTY LOCATED ON THE WEST SIDE OF BILTMORE STREET AND NORTH OF SWAN AVENUE FROM RS-2 (SINGLE FAMILY RESIDENTIAL) TO WI (WAREHOUSE INDUSTRIAL). FOR A PROJECT KNOWN AS P15-206 ROCCO ROMANELLI; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, P15-206 Rocco Romanelli, hereinafter referred to as the Applicant, seeks to rezone .46 acres of property located on the west side of Biltmore Street, north of Swan Avenue within the City of Port St. Lucie, from the zoning designation of RS-2 (Single Family Residential) to WI (Warehouse Industrial).

WHEREAS, the City of Port St. Lucie Planning and Zoning Board held a public hearing on the February 2, 2016 to consider the rezoning application P15-206, 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 28th day of March, 2016 to consider the rezoning application (P15-206), 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 Port St. Lucie Section 27, Block 73, Lot 17 and Port St. Lucie Section 27, Block 73, Lot 18, be rezoned from the Zoning Classification of RS-2 (Single Family Residential) to WI (Warehouse Industrial).

Section 2: That this Ordinance shall become effective ten (10) days after its final adoption.

ORDINANCE 16-14

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida,
this ___ day of _____, 2016.

CITY OF PORT ST. LUCIE, FLORIDA

BY: _____
Gregory J. Oravec, Mayor

ATTEST:

Karen A. Phillips, City Clerk

APPROVED AS TO FORM:

BY: _____
Azlina Goldstein-Siegel, Interim, City Attorney



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

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

FROM: DANIEL ROBINSON, PLANNING TECHNICIAN *DR*

RE: ROCCO ROMANELLI
REZONING APPLICATION
PROJECT NO P15-206

DATE: FEBRUARY 2, 2016

APPLICANT: N. Richard Schopp, Esq., agent. Authorization letter is in the file.

OWNER: Rocco Romanelli aka Robert Romanelli.

LOCATION: On the west side of Biltmore Street, north of Swan Avenue

LEGAL DESCRIPTION: Port St Lucie Section 27, Block 73, Lot 17 & Port St Lucie Section 27, Block 73, Lot 18.

SIZE: .46 acres

EXISTING ZONING: RS-2 (Single Family Residential)

EXISTING USE: Lots 17 & 18 - vacant

SURROUNDING USES: To the north is a military academy, to the east is a retail thrift store and the remaining perimeters are adjacent to vacant lots.

REQUESTED ZONING: WI (Warehouse Industrial).

FUTURE LAND USE: LI (Light Industrial)

PROPOSED USE: Applicant intends to combine lots 17 & 18 with lots 11-16 for the purpose of warehousing units.

IMPACTS AND FINDINGS:

Land Use Consistency: The requested zoning change is justified and supported by the Comprehensive Plan. The subject application is supported and justified by

Policy 1.1.3: "Development orders and permits for development and redevelopment activities shall be issued only in areas where public facilities necessary to meet level of service standards (which are adopted as part of the Traffic, Infrastructure, Recreation, Open Space, and Capital Improvements Element of this Comprehensive Plan) are available concurrent with impacts of development."; and Policy 1.1.3.1: "The development of residential, commercial, and industrial land shall be timed and staged in conjunction with provision of supporting community facilities and services identified as being required such as: (a) Potable water; (b) Sanitary sewers; (c) Solid waste removal; (d) Vehicular and pedestrian circulation; (e) Public safety;... (h) Electricity; and (i) Drainage."

Compliance With Conversion Area Requirements:

Planning Area location per conversion manual: 20A

The property is totally within planning area: Yes

Minimum Frontage: Yes. Will be combined with lots 11-16 for development

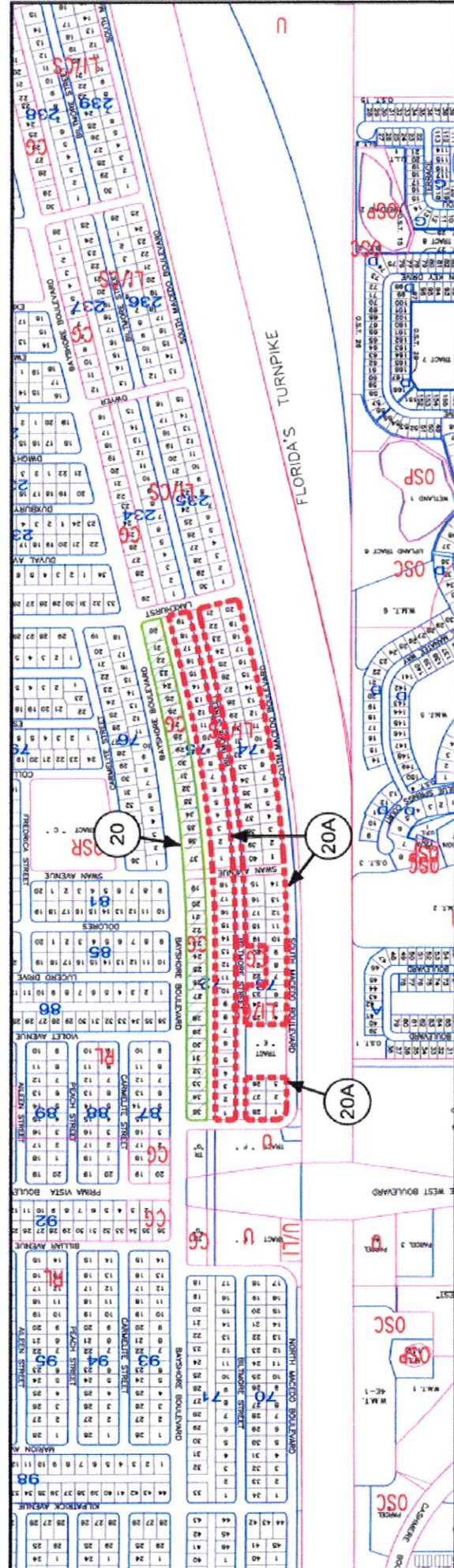
Minimum Depth: Yes

Does the request isolate lots: No

Has a Unity of Title been submitted: Yes

Buffer required: A landscaped buffer and wall is required: No

LAND USE CONVERSION OPTIONS AND APPLICABLE REGULATIONS
CONVERSION AREA 20 AND 20A



CONVERSION AREA NUMBER	TYPE OF CONVERSION AREA	DEPTH (FT)	EXCEPTIONS TO		CURB CUT SEPARATION (FT.) ²	HT. LIMITS	ADD'L REAR YARD ROOM FOR TWO STY BLDG. (FT)
			FRONTAGE REQUIREMENTS	DEPTH REQUIREMENTS			
20	CG	240	N/A	N/A	150	35 FT.	N/A
20A	L1/CS	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 NONRESIDENTIAL USE AND SUFFICIENT FRONTAGE EXISTS FOR DEVELOPMENT	180	35 FT.	N/A

DES.

REGULATIONS 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. STANCE 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. SEE SECTION VI (PAGE 6) OF MANUAL FOR VARIANCE PROCEDURES.

LEGEND:

- GENERAL COMMERCIAL (CG)
- LIGHT IND./SERVICE COMMERCIAL (LI/CS)
- CONVERSION AREA NUMBER



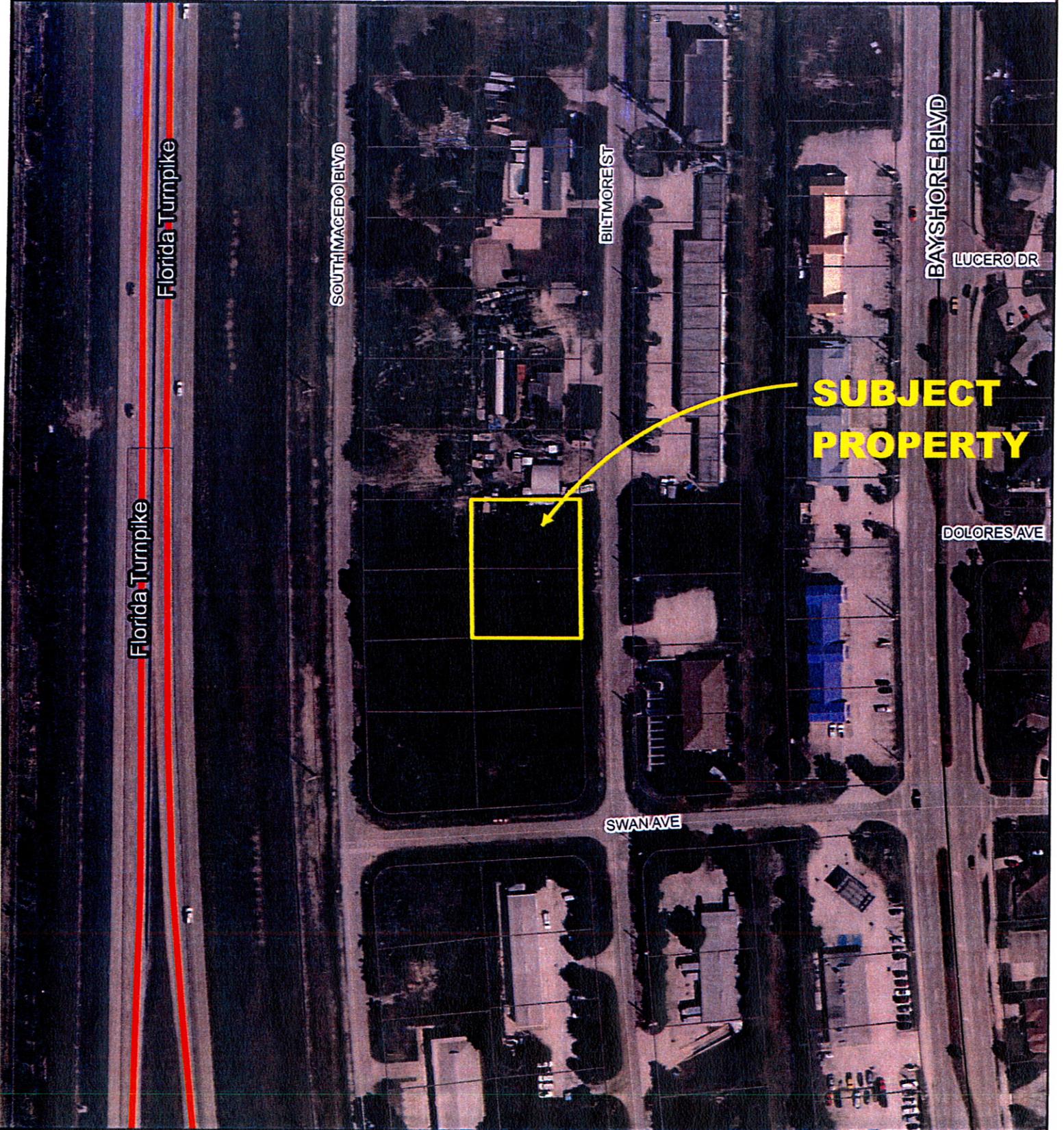
Sewer/Water Service: The City of Port St. Lucie's Utilities is the provider of water and sewer. Service to the site is available.

Environmental: At time of site plan review an environmental study will be required.

STAFF RECOMMENDATION:

The Planning and Zoning Department staff finds the request to be consistent with the direction and intent of the future land use map and policies of the City's Comprehensive Plan and recommends approval.

AERIAL



**SUBJECT
PROPERTY**

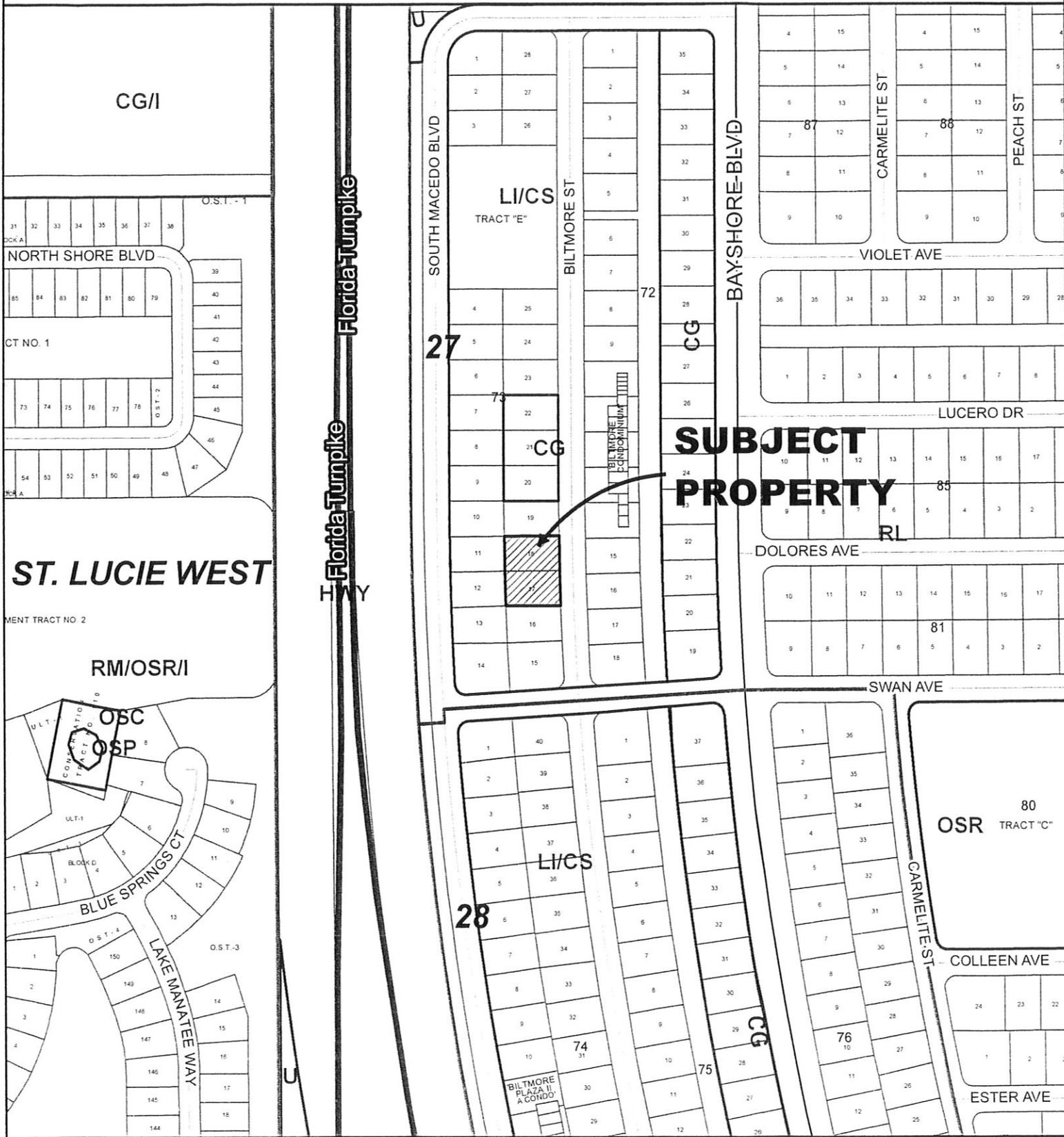


CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

REZONING
ROCCO ROMANELLI
SECTION 27, B.OCK 73, LOTS 17 & 18
AERIAL DATE 2014

DATE:	1/4/2016
APPLICATION NUMBER:	P15-206
USER:	patricias
SCALE:	1 in = 150 ft

FUTURE LAND USE



CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

REZONING
ROCCO ROMANELLI
SECTION 27, B.OCK 73, LOTS 17 & 18

DATE: 1/4/2016
APPLICATION NUMBER: P15-206
USER: patricias
SCALE: 1 in = 300 ft

REZONING APPLICATION

CITY OF PORT ST. LUCIE
Planning & Zoning Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida 34984
772) 871-5212 FAX:(772) 871-5124

FOR OFFICE USE ONLY

Planning Dept 115-206
Fee (Nonrefundable)\$ 2,133.40
Receipt # 78763

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.

RECEIVED
DEC 23 2015
PLANNING DEPARTMENT
CITY OF PORT ST. LUCIE, FL

PRIMARY CONTACT EMAIL ADDRESS: MRS.PA@BELLSOUTH.NET

PROPERTY OWNER:

Name: Rocco Romanelli aka Robert Romanelli & Maria Romanelli Co-Trustees
Address: 128 Vizcaya Estates Drive Palm Beach Gardens, Florida 33418
Telephone No.: 561-533-1610 FAX No.: 561-533-1607

AGENT OF OWNER (if any)

Name: N. Richard Schopp, Esq.
Address: 453 NW Prima Vista Boulevard, Port St. Lucie, Florida 34983
Telephone No.: 772-878-4120 FAX No.: 772-878-5103

PROPERTY INFORMATION

Legal Description: Lots 17 & 18 Block 73 Port St. Lucie Section 27 Platt Book 14 Pages 5 and 5A through 5I
(Include Plat Book and Page) Lot 17 Lot 18
Parcel I.D. Number: 3420-630-0123-000-2 3420-630-0124-000-9
Current Zoning: RS-4
Proposed Zoning: WI
Future Land Use Designation: conversion area 20A/LI/CS Acreage of Property: 0.46
Reason for Rezoning Request: 1. Consistent with the area
2. Applicant already owns Lots 11, 12, 13, 14, 15 & 16 on block

Romanelli
Signature of Owner

Robert ROMANELLI 12/7/15
Hand Print Name 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.

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 2233387 OR BOOK 1750 PAGE 1730
Recorded: 07/11/03 09:14

Return to: 5030218
North American Title Company
1015 N. State Road 7 Suite A
Royal Palm Beach, FL 33411

* Doc Assump: \$ 0.00
* Doc Tax : \$ 202.30
* Int Tax : \$ 0.00

This Instrument Prepared By:
Amy Nacarato
North American Title Company
1015 N. State Road 7 Suite A
Royal Palm Beach, FL 33411

Property Appraisers Parcel Identification (Folio) Number: 342063001240009

Grantee(s) S.S. #(s):

COPY

This Warranty Deed Made this 30th day of June, 2003

by Frank J. Panico, a married man

hereinafter called the grantor(s), to Rocco Romanelli, as Trustee for the Rocco Romanelli Revocable Living Trust dated 11/27/91 whose post office address is

hereinafter called the grantee: 4240 Foxview Ct. Lake Worth, FL. 33467

(Wherever 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)

WITNESSETH: That the grantor(s), for and in consideration of the sum of \$10.00 (ten) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in St. Lucie County, State of Florida, viz:

Lot 18, Block 73, PORT ST. LUCIE SECTION TWENTY SEVEN, according to the plat thereof, recorded in Plat Book 14, Pages 5, 5a through 5l, inclusive, of the Public Records of St. Lucie County, Florida.

The above described property is vacant land and is not the homestead of the Grantor nor contiguous thereto, and the Grantor in fact resides at: 125 NE Bracken Rd. Port St. Lucie, FL. 34983

SUBJECT TO: covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any; taxes and assessments for the year 2003 and subsequent years; and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, 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, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Melody K. Fresham
Signature

Melody K. Fresham
Printed Signature

Sandro J. Hays
Signature

Sandro J. Hays
Printed Signature

Signature

Printed Signature

Frank J. Panico
Signature

Frank J. Panico
Printed Signature

125 NE Bracken Rd.
Printed Address, FL 34983

Signature

Signature

Printed Signature

COPY

THIS INSTRUMENT PREPARED BY AND RETURN TO:

Pamela Van Woerkom
Sage Title & Escrow
2809 Poinsettia Avenue
West Palm Beach, FL 33401
Property Appraisers Parcel Identification (Folio) Number: 3420-630-0123-000/2
File No.: 14-231

WARRANTY DEED

SPACE ABOVE THIS LINE FOR RECORDING DATA

THIS WARRANTY DEED, made the 9th day of January, 2015 by Kimberly Steele a/k/a Kimberly Weaver, a single woman, individually and as surviving spouse of Bruce Weaver, deceased, whose post office address is P.O. Box 8453, Port St. Lucie, FL 34985 herein called the Grantor, to ~~Rocco Romanelli a/k/a Robert Romanelli, and Maria Romanelli,~~ as Co-Trustees of the Rocco Romanelli Revocable Living Trust as amended and restated on October 9, 2011, whose post office address is 128 Vizcaya Estate Drive, Palm Beach Gardens, FL 33418, hereinafter called the Grantee:

(Wherever 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)

WITNESSETH: That the Grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee all that certain land situate in ST. LUCIE County, State of Florida, viz.:

Lot 17, Block 73, PORT ST. LUCIE SECTION TWENTY SEVEN, according to the plat thereof as recorded in Plat Book 14, Page 5 and 5A through 5I of the Public Records of St. Lucie County, Florida.

Subject to easements, restrictions and reservations of record and taxes for the year 2015 and thereafter.

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, and hereby 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, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

[Signature]
Witness #1 Signature

Kimberly C L
Kimberly Steele a/k/a Kimberly Weaver

PAMELA VAN WOERKOM
Witness #1 Printed Name

COPY

[Signature]
Witness #2 Signature

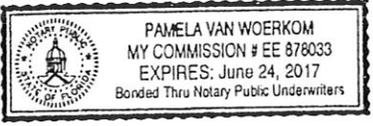
CONRAD MINTARD
Witness #2 Printed Name

STATE OF Florida
COUNTY OF Martin

The foregoing instrument was acknowledged before me this 9th day of January 2015 by Kimberly Steele a/k/a Kimberly Weaver who is personally known to me or has produced drivers license as identification.

SEAL
COPY

[Signature]
Notary Public



PAMELA VAN WOERKOM
Printed Notary Name
My Commission Expires:

COPY
Page 2 of 2



City of Port St. Lucie

Planning & Zoning Department
A City for All Ages

TO: NADIA WESTERIK, LEGAL DEPARTMENT

FROM: DANIEL ROBINSON PHONE: 4216

DATE: February 22, 2016

SUBJECT: UNITY OF TITLE

Prepare Unity of Title and/or Record a Unity of Title

P-number: P15-206

Name of Project: Romanelli, Rocco

Document to be recorded after the application has been approved by the City Council.

Tentative Dates of City Council Meetings: March 14, 2016 & March 28, 2016

Attached:

Application (copy)

Deeds (copy)

Notes:

Lots: 17 & 18

Block: 73

Section: 27



CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: _____ 10B
Meeting Dates: 3/14/16 & 3/28/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager *JB*

THRU: Daniel Holbrook, AICP, Assistant City Manager – Community Development Director *DH*

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

Agenda Item: Ordinance: Rezoning Application for Rocco Romanelli
16-14

Submittal Date: 3/1/2016

STRATEGIC PLAN LINK: This item is consistent with Goal 3: Balanced and Responsible Sustainable Growth.

BACKGROUND: The application is to rezone Lots 17 and 18, Block 73, Port St. Lucie Section 27, from RS-2 (Single Family Residential) to WI (Warehouse Industrial). The lots are to be combined with lots 11-16, which are already zoned WI.

ANALYSIS: See attached staff report.

FINANCIAL INFORMATION: NA

LEGAL INFORMATION: The ordinance has been approved as to form by Attorney Brennen Keeler.

PLANNING AND ZONING BOARD RECOMMENDATION: The Planning and Zoning Board unanimously recommended approval of this rezoning application at the February 2, 2016 meeting.

SPECIAL CONSIDERATION: NA

PRESENTATION INFORMATION: Staff may provide a short presentation on the application.

REQUESTED MEETING DATE: 3/14/2016

LOCATION OF PROJECT: The property is located on the west side of SW Biltmore Street, east side of SW South Macedo Boulevard, and north of SW Swan Avenue. See attached maps.

ATTACHMENTS: Ordinance, staff report, application.

PT/DR

ORDINANCE 16-15

AN ORDINANCE CHANGING THE NAME OF CRESENT AVENUE TO CRESCENT AVENUE EXTENDING FROM BAYSHORE BOULEVARD TO KAIL STREET AND WALD STREET TO WHITMORE DRIVE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Port St. Lucie seeks to change the name of Cresent Avenue to Crescent Avenue from Bayshore Boulevard to Kail Street and Wald Street to Whitmore Drive within the City of Port St. Lucie; and

WHEREAS, the City of Port St. Lucie Planning and Zoning Board held a public hearing on March 1, 2016 to consider the street name change (P15-207), notice of said hearing was sent to property owners abutting Cresent Avenue and advertising of public hearing having been made; and

WHEREAS, the City Council held a public hearing on March 28, 2016 to consider the street name change (P15-207), advertising of the public hearing having been made; and

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

Section 1: That Cresent Avenue be changed from Cresent Avenue to Crescent Avenue between the following road segments from Bayshore Boulevard to Kail Street and Wald Street to Whitmore Drive.

Section 2: That this Ordinance shall become effective ten (10) days after its final adoption.

ORDINANCE 16-15

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this
__ day of _____ 2016.

CITY OF PORT ST. LUCIE, FLORIDA

BY: _____
Gregory J. Oravec, Mayor

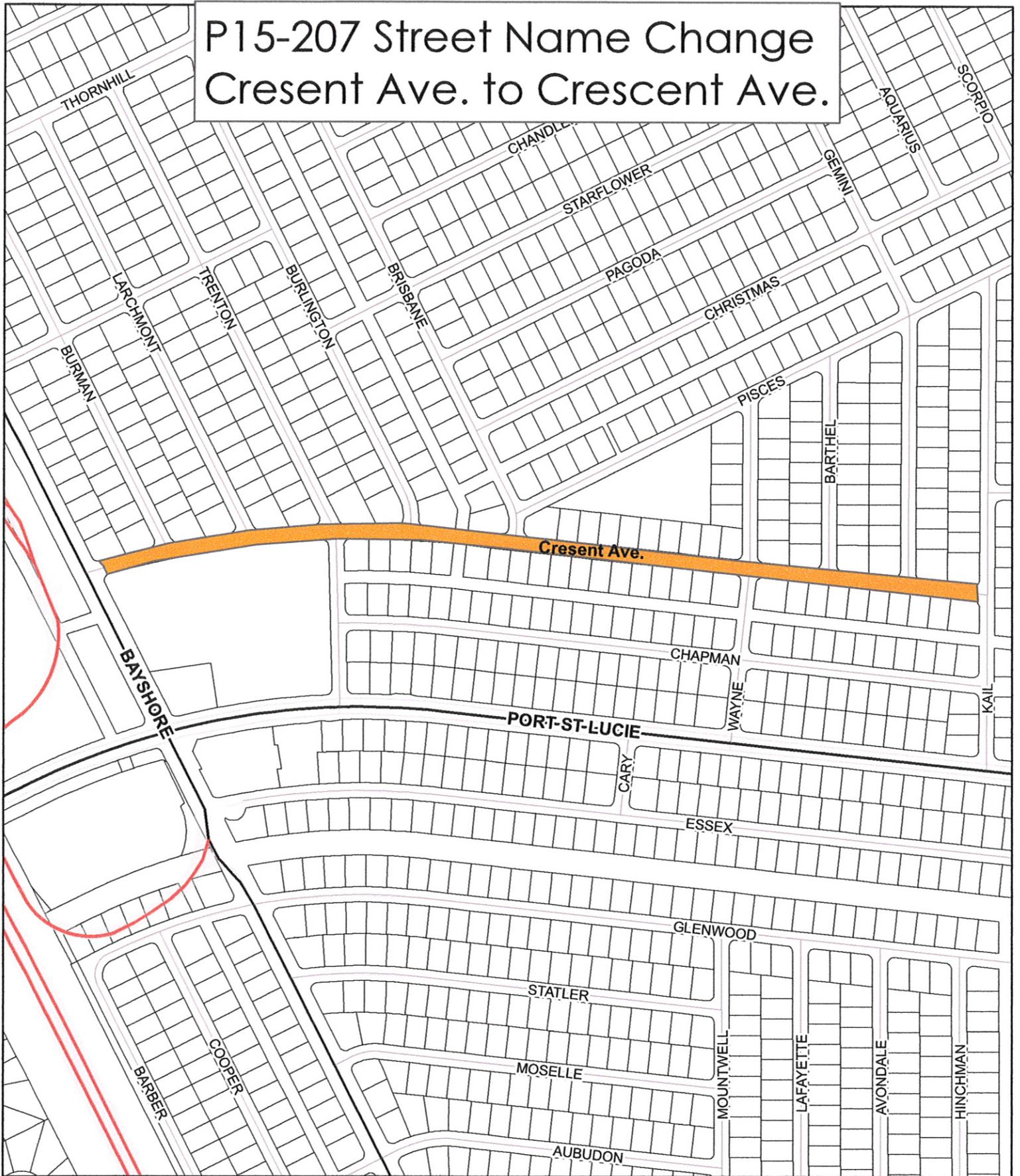
ATTEST:

Karen A. Phillips, City Clerk

APPROVED AS TO FORM:

BY: _____
Azlina Goldstein-Siegel, Interim City Attorney

P15-207 Street Name Change Crescent Ave. to Crescent Ave.



Prepared by the City of Port St. Lucie
P&Z Department

February 22, 2016



P15-207 Street Name Change Crescent Ave. to Crescent Ave.



Prepared by the City of Port St.; Lucie
P&Z Department
February 22, 2016





City of Port St. Lucie

Public Works Department - Traffic Operations Division
 821 SW Dwyer Avenue
 Port St. Lucie, Florida 34983
 772-344-4360 fax 772-871-5246

Quote No. **39041-R6005**

QUOTE

Name	Planning & Zoning Dept. Attn: Patti Tobin		
Address	_____		
City	State	ZIP	
Phone	772-873-6350		

Project: Replacement Street Name Blades for Crescent Ave

Date: 2/19/2016

Labor	\$ 807.16
Materials/Equipment	\$ 787.26
Total	\$ 1,594.42

Grand Total: \$1,594.42

DATE	2/19/2016					
Request Received: 2/11/16						
Personnel	Quantity		Unit Cost		Total Cost	
	Reg.	OT	Reg.	OT	Reg.	OT
Sign Technician/Supv (Mfg)	4				\$ 364.48	\$ -
Sign Technicians (Install)	6				\$ 442.68	\$ -
			Sub Total		\$ 807.16	\$ -
Materials/Equipment	Quantity	Unit Cost	Total Cost			
Vehicle PW5915	6		\$ 150.00			
Transfer Tape	20		\$ 2.80			
Rivets	52		\$ 4.16			
HI Int film	22		\$ 348.48			
Green film 48	20		\$ 122.20			
Blank 12x36	2		\$ 16.58			
Blank 9x36	24		\$ 143.04			
			Sub Total		\$ 787.26	

ACCOUNT TO BE BILLED:

AUTHORIZED BY:

DATE AUTHORIZED:

Grand Total \$ 1,594.42



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

TO: PLANNING AND ZONING BOARD - MEETING OF MARCH 1, 2016

FROM: PATRICIA A. TOBIN, AICP – DIRECTOR OF PLANNING & ZONING

**RE: CRESENT AVENUE TO CRESCENT AVENUE
STREET NAME CHANGE
P15-207**

DATE: FEBRUARY 19, 2016

APPLICANT: City of Port St. Lucie.

LOCATION: SW Cresent Avenue runs from Bayshore Boulevard to Kail Street and SE Cresent Avenue runs from Wald Street to Whitmore Drive. See attached maps.

REQUEST: Through one of our neighborhood meetings, there was a request from property owners on Cresent to correct the spelling of the street name. The request is specifically to correct the spelling to Crescent Avenue.

ANAYLSIS:

A letter was sent out on January 5, 2016 to 110 property owners that abut Cresent Avenue asking their thoughts on the change in spelling. The department received 13 returned envelopes out of the 110 mailed. We received 13 emails with 11 in favor of the change and 2 opposed to the change. We also received 5 phone calls with 4 in favor of the change and 1 opposed to the change.

In addition to abutting property owners, the following departments and agencies were notified:

PSL Utility Services	St. Lucie County
PSL Public Works	St. Lucie County 911
PSL Building	St. Lucie County Property Appraiser's
PSL Legal	St. Lucie County Fire District
PSL Police	St. Lucie County Sheriff's Office
United States Postal Service	

STAFF RECOMMENDATION: Based on the findings above, Staff recommends approval of the street name change.



CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: _____
Meeting Date: 10/26/2015

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager

THRU: Daniel Holbrook, Assistant City Manager

FROM: Patricia A. Tobin, AICP Planning & Zoning Director

Agenda Item: Motion: Decision by the City Council to Pursue the Renaming (or Correction in Spelling) of Cresent Avenue to Crescent Avenue

Submittal Date: 10/15/2015

STRATEGIC PLAN LINK: This item is consistent with Goal 3: Balanced and Responsible Sustainable Growth

BACKGROUND: At one of the neighborhood meetings for Planning Area 3 there was a request by property owners on Cresent Avenue to fix the spelling of the street to Crescent. Approximately 110 lots front these two parts of Cresent. Not all the lots will have an address on Cresent since some of the blocks run north and south. See attached maps.

ANALYSIS: Cresent Avenue runs from Bayshore Boulevard to Kail Street and picks up again at Wald Street and runs east to Whitmore Drive. See the maps attached.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: NA

SPECIAL CONSIDERATION: If it is the desire of Council to pursue the renaming all affected property owners and relevant agencies will be notified of the possible change in the street name prior to any formal action. Council can decide to pursue the renaming or leave the spell as is depending on the public input at the ordinance's public hearing.

PRESENTATION INFORMATION: Staff may provide a short presentation on the request.

REQUESTED MEETING DATE: 10/26/2015

LOCATION OF PROJECT: See attached maps.

ATTACHMENTS: Maps

RECEIVED

FEB 23 2016

**PLANNING DEPARTMENT
CITY OF PORT ST. LUCIE, FL**

Untitled

Correct Spelling of Cresent to Crescent

Patricia and Tim Batcho 8:12 AM Keep this message at the top of your inbox

To: ptobin@cityofpls.com

To City of Port St Lucie Planning & Zoning Dept:

Patricia Tobin,

In regards to changing the street name of Cresent Avenue, I recently purchased a home on this street.

Jan 8 2016

The agent who showed me this home, pulled from the MLS sheet showing this street as CRESCENT

I changed my postal and DL, VR to Crescent.

One day driving I noticed the street sign and the spelling of CRESENT
This would be changing everything over, it is quite confusing..

When spelling this street name, on the computer, Cresent comes up as incorrect spelling.

All of my mail from the US postal dept is coming correctly to CRESCENT..

I am on the side of changing the street name to the correct spelling Crescent as the dictionary suggests.

You may use my comment in your decision ...

Thank you,
Ms Pat Batcho

Patti Tobin

From: diane spears <dspears999@gmail.com>
Sent: Friday, January 22, 2016 4:05 PM
To: Patti Tobin
Subject: Crescent Ave

Hello,

We received your letter regarding the name change of our street. We live on the 600 block of SE Crescent. We have always spelled it correctly. The sign is spelled right on 1 end and wrong on the other end.

Absolutely, in our opinion, it should be spelled correctly.

Thanks,

Tim and Diane Spears

Patti Tobin

From: B A ROBOTTI <etonvet@bellsouth.net>
Sent: Friday, January 22, 2016 5:49 PM
To: Patti Tobin
Subject: Crescent Ave name change

Please change the street name.
resident at
672 SE Crescent Ave, PSL, FL

Barbara Robotti

Patti Tobin

From: jeanette genovese <jeanettegenovese@gmail.com>
Sent: Sunday, January 17, 2016 12:49 PM
To: Patti Tobin
Subject: Changing street name for Crescent Ave

Dear Mrs. Tobin,

I totally agree with correcting the spelling of the address of Crescent Ave.

Since I moved to Port St. Lucie, I was embarrassed to see so many street names spelled incorrectly.

I am glad someone is finally doing something to correct the error.

Jeanette Genovese
690 SE Crescent Ave

Patti Tobin

From: Christal Ann Rehl <christal.clean.organized@gmail.com>
Sent: Monday, January 18, 2016 10:00 PM
To: Patti Tobin
Subject: Consideration of a Street Name Change Cresent Ave

Ms. Tobin,

As a resident of Port St Lucie and Cresent Avenue, I believe that the name change/ error correction is a waste of time and money for one letter. At this point all maps and direction navigation systems have the street already stored as Crescent Ave. It seems very unnecessary to change street signs and county records.

Sincerely,

Christal Rehl
220 SW Cresent Ave
772-807-2650

Patti Tobin

From: CCODDERS@aol.com
Sent: Wednesday, January 13, 2016 8:31 PM
To: Patti Tobin
Subject: Crescent Ave

City of Port St Lucie

January 13, 2016

Patricia A Tobin

Director of Planning and Zoning

I think it is long overdue that someone realizes that our street was misspelled on our zoning maps. At one time, not too long ago, one end of our street was spelled correctly while the other end was spelled without the "c". I thought it was a joke, doesn't anybody use spell check?. I pointed it out to the supervisor who came out to survey our street, prior to our patchwork hot top job, about the spelling. He just kind of smirked.

I know I'm not alone about the joke that proof readers overlooked the spelling error in our engineering department. You could search the data base and not find crescent on the maps, or tax accounts.

I am glad someone is doing something about it. Maybe it will finally get corrected so we can look at the street sign and admire the correct spelling!

Thank you,

Herbert Mingace

661 SE Crescent AVE

772-618-0003

Patti Tobin

From: Brett Breuninger <brett.breuninger@aol.com>
Sent: Monday, January 11, 2016 10:15 AM
To: Patti Tobin
Subject: Consideration of street name change

Mrs. Tobin,

Hello and good morning. I recently received your letter in regards to the change of spelling for Cresent Avenue to Crescent Avenue. I wanted to inform you that I support the change. I also wanted to make you aware of something in regards to that road. I live on the corner of Cresent and Brisbane, and I have had some concern with the speed that drivers travel down that road since I moved in to this neighborhood a short time ago. I myself have two small children, and I see many other children in the immediate area. Many drivers speed well beyond the 30 mph mark on that road. It is quite frustrating and scary for the children and parents alike in this neighborhood. I am hoping there would be a possibility for a children at play sign to be installed. Our children's safety is a big concern for myself and I'm sure many of the other parents in our neighborhood. If you are not the proper point of contact for this matter could you please forward this email to whoever is so I can get some information in regards to the sign? Thank you so much for your time. Happy new year!

Very Respectfully,

Brett Breuninger
2182 SW Brisbane Street
772-200-5321

Patti Tobin

From: pinkflamingojane@yahoo.com
Sent: Sunday, January 10, 2016 1:27 PM
To: Patti Tobin
Subject: Crescent A ve

Of course Crescent ave !

Sent from my MetroPCS 4G LTE Android device

Patti Tobin

From: BARBARA <babsdoll19@yahoo.com>
Sent: Sunday, January 10, 2016 11:57 AM
To: Patti Tobin
Subject: Crescent Ave

I get all my mail spelled Crescent and my deed is also spelled that way. The only thing not spelled this way is the street sign! So, changing spelling to Crescent is a great idea!!!! Barbara Fasciana at 502 SE Crescent Ave

Patti Tobin

From: rwsips1@aol.com
Sent: Saturday, January 09, 2016 9:41 AM
To: Patti Tobin
Subject: Crescent Ave.

Good day Ms. Tobin,

We are in favor to making the formal name change to Crescent Ave. It seems there have been documents with both spelling over several years so this is needed,.

Thanks and best regards,

Ralph R. Wood
521 Crescent Ave.
772-285-5854

Patti Tobin

From: linda yohannan <lolayo2112@hotmail.com>
Sent: Friday, January 08, 2016 2:26 PM
To: Patti Tobin
Subject: Cresent vs. Crescent

Hi Patricia,

We live on the corner of Wayne and Cresent At 2201 SW Wayne.

We understand the spelling error but our mail already gets mixed up and feel this would create another issue.

There are much more important issues to focus on in Port st Lucie than a spelling error that could have been corrected years ago.

Thank you Mark and Linda Yohannan

Patti Tobin

From: Robert M. Harris <gaspump713@hotmail.com>
Sent: Friday, January 08, 2016 2:11 PM
To: Patti Tobin
Subject: Crescent spelling change

Ms.Tobin:I'v been spelling it Crescent for the past 21 years.One street sign says Cresent And the other says Crescent.

So lets get it right and make it CRESCENT.Its about time.It wouldn't hurt to have the street paved either,as it has never been.

Thank you,

Robert M.Harris
643 So.East CRESCENT Ave.
Port Saint Lucie,FL34984-4504

Patti Tobin

From: Victor M Rodriguez <victorrodriguez3004@comcast.net>
Sent: Friday, January 08, 2016 4:11 PM
To: Patti Tobin
Subject: renaming of Cresent Ave

I am in favor of using Crescent Avenue.
Victor M Rodriguez
619 SE Cresent Ave
PSL, FI 34984

CRESENT AVENUE		
Phone Calls Received		
Name		In Favor/Not In Favor
Baechle	Lucia	No
Maisto	Dominic	Yes
Robatti	Barbara	Yes
Berry	Constance	Yes
Thanis	Leon	Yes



CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 10C
Meeting Date: 03/14/2016
& 03/28/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager *JB*

THRU: Daniel Holbrook, Assistant City Manager *DH*

FROM: Patricia A. Tobin, AICP, Planning & Zoning Director *P.A.T.*

Agenda Item: Ordinance: Street Name Change from Cresent Avenue
to Crescent Avenue *16-15*

Submittal Date: 3/2/2016

STRATEGIC PLAN LINK: This item is consistent with Goal 1: Financially Sound City, High Performance City Organization

BACKGROUND: At one of the neighborhood meetings for Planning Area 3 there was a request by property owners on Cresent Avenue to fix the spelling of the street to Crescent. Approximately 110 lots front these two parts of Cresent Avenue. Not all the lots will have an address on Cresent Avenue since some of the blocks run north and south. See attached maps.

ANALYSIS: See attached staff report.

FINANCIAL INFORMATION: \$1,594.42 (see attached quote from Public Works)

LEGAL INFORMATION: The ordinance has been reviewed by staff attorney, Brennan Keeler.

PLANNING & ZONING BOARD'S RECOMMENDATION: At the Planning & Zoning Board's March 1, 2016 meeting, the Board unanimously recommended approval of the street name change.

SPECIAL CONSIDERATION: NA

PRESENTATION INFORMATION: Staff may provide a short presentation on the request.

REQUESTED MEETING DATE: 3/14/2016

LOCATION OF PROJECT: See attached maps.

ATTACHMENTS: Maps, street sign installation quote from Public Works, and ordinance.



CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 9A
Meeting Date: 3/28/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager *JB*

FROM: Karen A. Phillips, City Clerk *KAP*

Agenda Item: Motion: Public Hearing: Port St. Lucie Residential Street Lighting Assessment Area, Boundary #476 – SW FIELDS AVENUE

Submittal Date: 3/17/2016

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

BACKGROUND: Ordinance 07-117 requires a Public Hearing prior to City Council direction to move forward with the requested residential street lighting area election. City Council shall approve the presented boundary or change the boundary, and then authorize the election.

ANALYSIS: Property owners of the approved boundary area will receive a ballot by USPS mail to vote in favor of or against the proposed street lighting area. Only ballots returned will be counted, with 50% + 1 needed for a successful result.

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

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: Request approval of Boundary Area #476 – SW Fields Avenue, and authorization to proceed with election by USPS mail, adjusting light locations and/or boundary area, if necessary.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 3/28/2016

LOCATION OF PROJECT: Port St. Lucie Section 22, SW Fields Avenue

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

RECEIVED

MAR 17 2016

CITY MANAGER'S OFFICE



CITY OF PORT ST. LUCIE

CITY CLERK'S OFFICE

.....
A CITY FOR ALL AGES

"A City for All Ages"

March 14, 2016

Dear Property Owner:

Re: Residential Street Lighting Assessment Area
Boundary #476 SW Fields Avenue

The City of Port St. Lucie has received a request from a residential property owner for street lights in your area and a layout map of the proposed street lights has been drawn.

A public hearing on the matter will be held by the City Council on March 28, 2016, at 7:00 p.m., at City Hall, 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida. You may appear at the meeting and be heard with respect to the proposed lighting layout map and residential street lighting assessment area.

Once the hearing is concluded, an election of property owners will be held by mail since there is an annual assessment once the lights are installed. No lights will be installed unless the election passes by a vote of 50% plus one of the ballots returned by the property owners (one vote per assessment). The annual assessment for fiscal year 2015-2016 is \$26 per lot. The assessment fee is determined by the City Council annually at their Summer Retreat.

All mailed notices or ballots provided herein shall be deemed mailed upon delivery thereof to the possession of the United States Postal Service and failure of the owner to receive such notice due to inadvertent mistakes shall not affect the validity of these proceedings.

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

A copy of the proposed lighting layout map is enclosed. Any written response should refer to the legal description of your property.

Sincerely,

Karen A. Phillips, CMC

City Clerk

Enc.

FILE NAME: BDR NDARY LTR 2016



"A City for All Ages"

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

MEMORANDUM

To: Karen Phillips, Director, City Clerk
From: Yolanda Ruiz, Transportation Technician 
Date: March 7, 2016
Re: Streetlight Layout – SW Fields Avenue – Boundary No. 476

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

- SW Fields Avenue (from Dahled Avenue to Kamsler Street) - The proposed layout will provide for 8 new streetlights. The proposed locations for the streetlights are specified below:
 - Block 2002
 - ★ 1) Between 3917 SW Dahled Ave. & 581 SW Fields Ave. (Lots 11 & 12)
 - Block 2001
 - 2) Between 574 & 566 SW Fields Ave. (Lots 9 & 8)
 - Block 2002
 - 3) Middle of 541 SW Fields Ave. (Lots 17/18)
 - 4) Between 509 & 501 SW Fields Ave. (Lots 21 & 22)
 - Block 2010
 - 5) Between 499 & 491 SW Fields Ave. (Lots 14 & 15) *Electrical service located at an existing FPL pole at the rear of the property.*
 - 6) Between 467 & 459 SW Fields Ave. (Lots 18 & 19)
 - 7) Between 435 & 427 SW Fields Ave. (Lots 22 & 23)
 - 8) Between 407 SW Fields Ave. & 3922 SW Kamsler St. (Lots 26 & 27)

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

Please be advised all of the electrical service for the proposed streetlights is located along the roadway where there are existing FPL poles except for Location No. 5 where the electrical service is located at the rear of the property. A new pole will have to be installed at the front of Location No. 5 in order to allow for the streetlight installation.

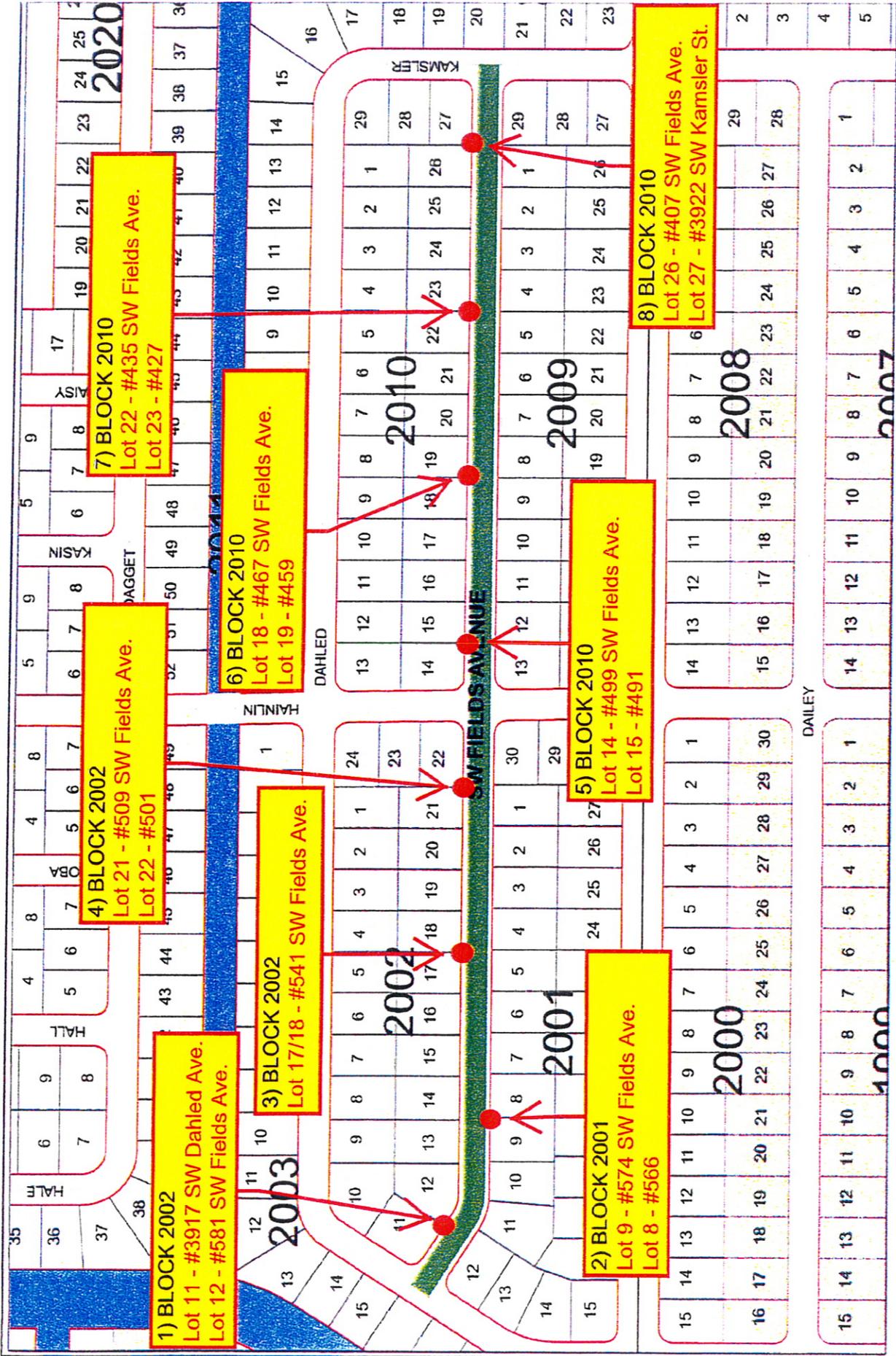
For your convenience any existing lighting facilities have been indicated on the map as well.

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

/ymr

Attachment

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



7) BLOCK 2010
 Lot 22 - #435 SW Fields Ave.
 Lot 23 - #427

6) BLOCK 2010
 Lot 18 - #467 SW Fields Ave.
 Lot 19 - #459

4) BLOCK 2002
 Lot 21 - #509 SW Fields Ave.
 Lot 22 - #501

3) BLOCK 2002
 Lot 17/18 - #541 SW Fields Ave.

1) BLOCK 2002
 Lot 11 - #3917 SW Dahled Ave.
 Lot 12 - #581 SW Fields Ave.

5) BLOCK 2010
 Lot 14 - #499 SW Fields Ave.
 Lot 15 - #491

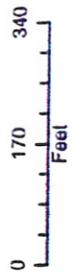
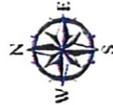
2) BLOCK 2001
 Lot 9 - #574 SW Fields Ave.
 Lot 8 - #566

8) BLOCK 2010
 Lot 26 - #407 SW Fields Ave.
 Lot 27 - #3922 SW Kamsler St.



● = PROPOSED STREETLIGHT
 # = HOUSE NUMBER

**Boundary #476
 SW FIELDS AVENUE
 SECTION 22**



SLEXHIBIT476

EXHIBIT "A"

PORT ST. LUCIE
RESIDENTIAL STREET LIGHTING ASSESSMENT AREA

BOUNDARY #476

SW FIELDS AVENUE
SECTION 22

BLOCK	2001	LOTS	1	THRU	12		
	AND	LOT	30			=	13 LOTS
BLOCK	2002	LOTS	11	THRU	22	=	12 LOTS
BLOCK	2009	LOTS	1	THRU	13		
	AND	LOT	29			=	14 LOTS
BLOCK	2010	LOTS	14	THRU	27	=	14 LOTS
						TOTAL	53 LOTS



CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 9B
Meeting Date: 3/28/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager

FROM: Karen A. Phillips, City Clerk

Agenda Item: Motion: Public Hearing: Port St. Lucie Residential Street Lighting Assessment Area, Boundary #477 – SW Hutchins Street

Submittal Date: 3/17/2016

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

BACKGROUND: Ordinance 07-117 requires a Public Hearing prior to City Council direction to move forward with the requested residential street lighting area election. City Council shall approve the presented boundary or change the boundary, and then authorize the election.

ANALYSIS: Property owners of the approved boundary area will receive a ballot by USPS mail to vote in favor of or against the proposed street lighting area. Only ballots returned will be counted, with 50% + 1 needed for a successful result.

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

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: Request approval of Boundary Area #477 – SW Hutchins Street, and authorization to proceed with election by USPS mail, adjusting light locations and/or boundary area, if necessary.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 3/28/2016

LOCATION OF PROJECT: Port St. Lucie Section 4, SW Hutchins Street

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

RECEIVED

MAR 17 2016

CITY MANAGER'S OFFICE



"A City for All Ages"

CITY OF PORT ST. LUCIE

CITY CLERK'S OFFICE

.....
A CITY FOR ALL AGES

March 14, 2016

Dear Property Owner:

Re: Residential Street Lighting Assessment Area
Boundary #477 SW Hutchins Street

The City of Port St. Lucie has received a request from a residential property owner for street lights in your area and a layout map of the proposed street lights has been drawn.

A public hearing on the matter will be held by the City Council on March 28, 2016, at 7:00 p.m., at City Hall, 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida. You may appear at the meeting and be heard with respect to the proposed lighting layout map and residential street lighting assessment area.

Once the hearing is concluded, an election of property owners will be held by mail since there is an annual assessment once the lights are installed. No lights will be installed unless the election passes by a vote of 50% plus one of the ballots returned by the property owners (one vote per assessment). The annual assessment for fiscal year 2015-2016 is \$26 per lot. The assessment fee is determined by the City Council annually at their Summer Retreat.

All mailed notices or ballots provided herein shall be deemed mailed upon delivery thereof to the possession of the United States Postal Service and failure of the owner to receive such notice due to inadvertent mistakes shall not affect the validity of these proceedings.

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

A copy of the proposed lighting layout map is enclosed. Any written response should refer to the legal description of your property.

Sincerely,

Karen A. Phillips, CMC
City Clerk
Enc.

FILE NAME: BOUNDARY LTR 2016



"A City for All Ages"

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

MEMORANDUM

To: Karen Phillips, Director, City Clerk
From: Yolanda Ruiz, Transportation Technician 
Date: March 7, 2016
Re: Streetlight Layout – SW Hutchins Street – Boundary 477

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

- SW Hutchins Street (from Crosstown Parkway to Carter Ave.) - The proposed layout will provide for 3 new streetlights. The proposed locations for the streetlights are specified below:
 - **Block 207**
 - ★1) Northwest corner of 1493 SW Hutchins St. (Lot 2)
 - 2) Between 1533 & 1549 SW Hutchins St. (Lots 5 & 6)
 - 3) Between 1565 & 1597 SW Hutchins St. (Lots 7/8 & 9)

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

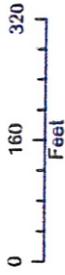
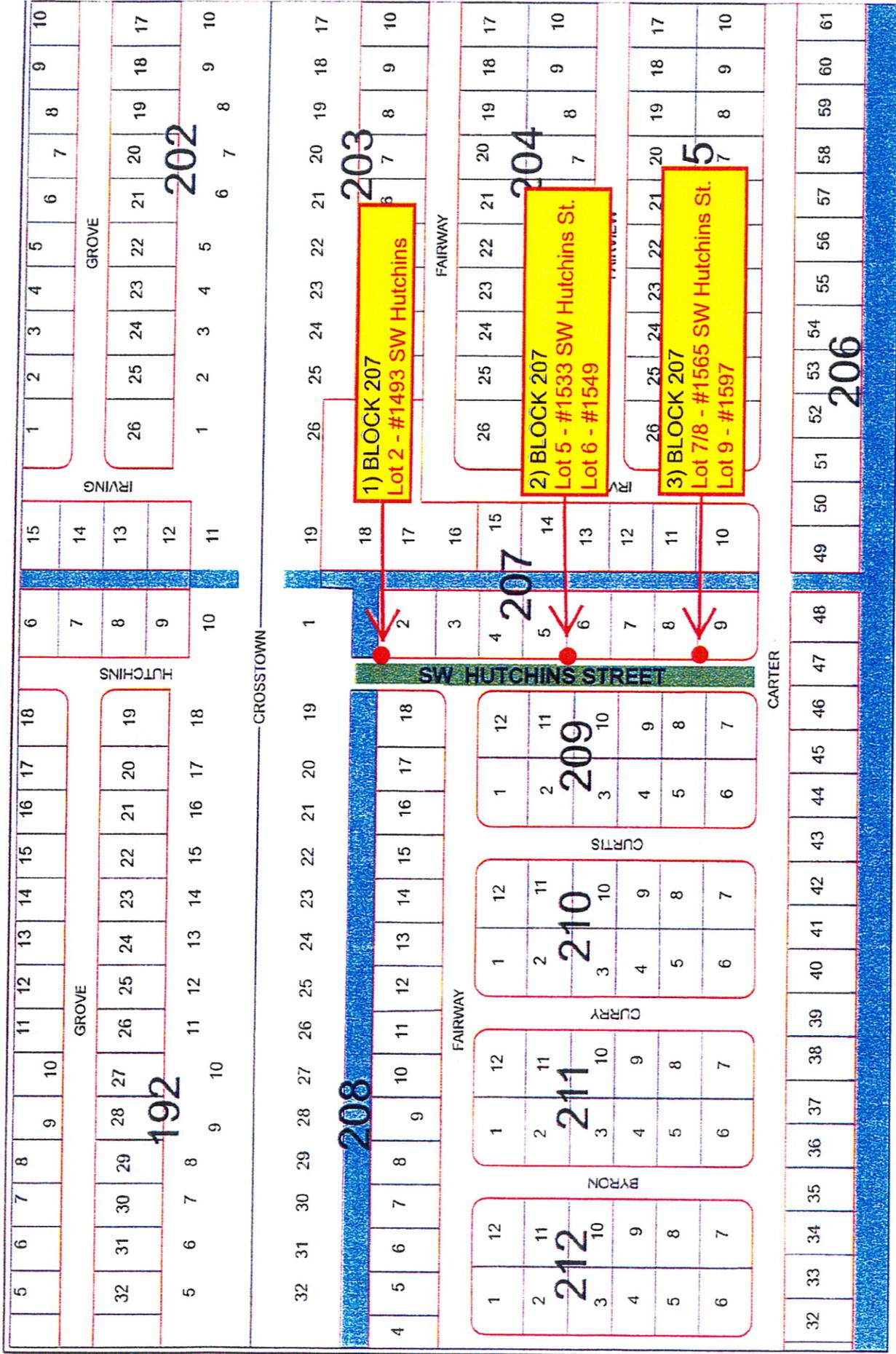
Existing lighting facilities have been indicated on the map for your convenience.

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

/ymr

Attachment

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



Prepared by City of Port St. Lucie
 MIS Department
 Friday, December 11, 2015

**Boundary #477
 SW HUTCHINS STREET
 SECTION 4**

● = PROPOSED STREETLIGHT
 # = HOUSE NUMBER



SLEXHIBIT477

EXHIBIT "A"

PORT ST. LUCIE
RESIDENTIAL STREET LIGHTING ASSESSMENT AREA

BOUNDARY #477

SW HUTCHINS STREET
SECTION 4

BLOCK	207	LOTS	2 THRU	9	=	8 LOTS
BLOCK	208	LOT	18		=	1 LOT
BLOCK	209	LOTS	7 THRU	12	=	6 LOTS
					TOTAL	15 LOTS



CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 9C
Meeting Date: 3/28/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager

FROM: Karen A. Phillips, City Clerk

Agenda Item: Motion: Public Hearing: Port St. Lucie Residential Street Lighting Assessment Area, Boundary #478 – SW Kolsted Street

Submittal Date: 3/17/2016

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

BACKGROUND: Ordinance 07-117 requires a Public Hearing prior to City Council direction to move forward with the requested residential street lighting area election. City Council shall approve the presented boundary or change the boundary, and then authorize the election.

ANALYSIS: Property owners of the approved boundary area will receive a ballot by USPS mail to vote in favor of or against the proposed street lighting area. Only ballots returned will be counted, with 50% + 1 needed for a successful result.

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

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: Request approval of Boundary Area #478 – SW Kolsted Street, and authorization to proceed with election by USPS mail, adjusting light locations and/or boundary area, if necessary.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 3/28/2016

LOCATION OF PROJECT: Port St. Lucie Section 21, SW Kolsted Street

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

RECEIVED

MAR 17 2016

CITY MANAGER'S OFFICE



"A City for All Ages"

CITY OF PORT ST. LUCIE

CITY CLERK'S OFFICE



A CITY FOR ALL AGES

March 14, 2016

Dear Property Owner:

Re: Residential Street Lighting Assessment Area
Boundary #478 SW Kolsted Street

The City of Port St. Lucie has received a request from a residential property owner for street lights in your area and a layout map of the proposed street lights has been drawn.

A public hearing on the matter will be held by the City Council on March 28, 2016, at 7:00 p.m., at City Hall, 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida. You may appear at the meeting and be heard with respect to the proposed lighting layout map and residential street lighting assessment area.

Once the hearing is concluded, an election of property owners will be held by mail since there is an annual assessment once the lights are installed. No lights will be installed unless the election passes by a vote of 50% plus one of the ballots returned by the property owners (one vote per assessment). The annual assessment for fiscal year 2015-2016 is \$26 per lot. The assessment fee is determined by the City Council annually at their Summer Retreat.

All mailed notices or ballots provided herein shall be deemed mailed upon delivery thereof to the possession of the United States Postal Service and failure of the owner to receive such notice due to inadvertent mistakes shall not affect the validity of these proceedings.

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

A copy of the proposed lighting layout map is enclosed. Any written response should refer to the legal description of your property.

Sincerely,

Karen A. Phillips, CMC

City Clerk

Enc.

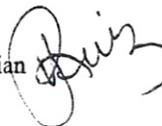
FILE NAME: BOUNDARY LTR 2016



"A City for All Ages"

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

MEMORANDUM

To: Karen Phillips, Director, City Clerk
From: Yolanda Ruiz, Transportation Technician 
Date: March 7, 2016
Re: Streetlight Layout – SW Kolsted Street – Boundary 478

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

- SW Kolsted Street (from McComb Ave. to McCall Rd.) - The proposed layout will provide for 2 new streetlights. The proposed locations for the streetlights are specified below:
 - **Block 2066**
 - ★1) Between 3801 & 3815 SW Kolsted St. (Lots 14 & 13)
 - 2) Between 3857 & 3871 SW Kolsted St. (Lots 10 & 9)
 - ★ NOTE: Number corresponds to proposed streetlight location on attached map.

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

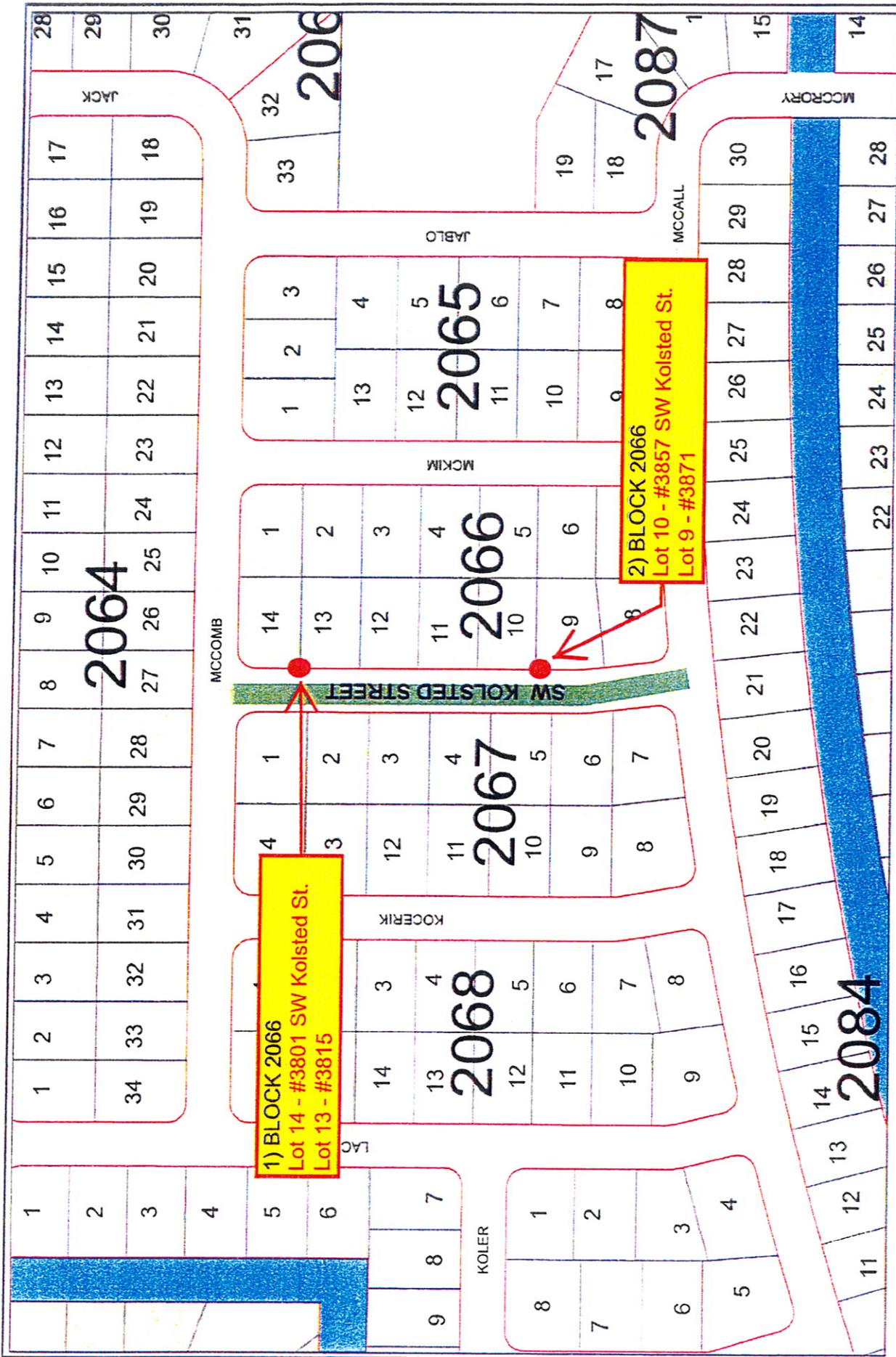
Any existing streetlight(s) and/or other considerations have been indicated on the map for your convenience.

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

/ymr

Attachment

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



● = PROPOSED STREETLIGHT
 # = HOUSE NUMBER

**Boundary #478
 SW KOLSTED STREET
 SECTION 21**



0 120 240
 Feet

Prepared by City of Port St. Lucie
 MIS Department
 Tuesday, December 29, 2015

SLEXHIBIT478

EXHIBIT "A"

PORT ST. LUCIE
RESIDENTIAL STREET LIGHTING ASSESSMENT AREA

BOUNDARY #478

SW KOLSTED STREET
SECTION 21

BLOCK	2066	LOTS	8 THRU	14	=	7 LOTS
BLOCK	2067	LOTS	1 THRU	7	=	7 LOTS
			TOTAL			14 LOTS



CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 9D
Meeting Date: 3/28/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager *JB*

FROM: Karen A. Phillips, City Clerk *KAP*

Agenda Item: Motion: Public Hearing: Port St. Lucie Residential Street Lighting Assessment Area, Boundary #479 – SW Holden Terrace

Submittal Date: 3/17/2016

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

BACKGROUND: Ordinance 07-117 requires a Public Hearing prior to City Council direction to move forward with the requested residential street lighting area election. City Council shall approve the presented boundary or change the boundary, and then authorize the election.

ANALYSIS: Property owners of the approved boundary area will receive a ballot by USPS mail to vote in favor of or against the proposed street lighting area. Only ballots returned will be counted, with 50% + 1 needed for a successful result.

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

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: Request approval of Boundary Area #479 – SW Holden Terrace, and authorization to proceed with election by USPS mail, adjusting light locations and/or boundary area, if necessary.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 3/28/2016

LOCATION OF PROJECT: Port St. Lucie Section 13, SW Holden Terrace

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

RECEIVED

MAR 17 2016

CITY MANAGER'S OFFICE



CITY OF PORT ST. LUCIE

CITY CLERK'S OFFICE

.....
A CITY FOR ALL AGES

"A City for All Ages"

March 14, 2016

Dear Property Owner:

Re: Residential Street Lighting Assessment Area
Boundary #479 SW Holden Terrace

The City of Port St. Lucie has received a request from a residential property owner for street lights in your area and a layout map of the proposed street lights has been drawn.

A public hearing on the matter will be held by the City Council on March 28, 2016, at 7:00 p.m., at City Hall, 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida. You may appear at the meeting and be heard with respect to the proposed lighting layout map and residential street lighting assessment area.

Once the hearing is concluded, an election of property owners will be held by mail since there is an annual assessment once the lights are installed. No lights will be installed unless the election passes by a vote of 50% plus one of the ballots returned by the property owners (one vote per assessment). The annual assessment for fiscal year 2015-2016 is \$26 per lot. The assessment fee is determined by the City Council annually at their Summer Retreat.

All mailed notices or ballots provided herein shall be deemed mailed upon delivery thereof to the possession of the United States Postal Service and failure of the owner to receive such notice due to inadvertent mistakes shall not affect the validity of these proceedings.

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

A copy of the proposed lighting layout map is enclosed. Any written response should refer to the legal description of your property.

Sincerely,

Karen A. Phillips, CMC
City Clerk
Enc.

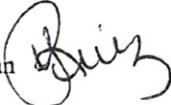
FILE NAME: BOUNDARY LTR 2016



"A City for All Ages"

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

MEMORANDUM

To: Karen Phillips, Director, City Clerk
From: Yolanda Ruiz, Transportation Technician 
Date: March 7, 2016
Re: Streetlight Layout – SW Holden Terrace – Boundary 479

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

- SW Holden Terrace (from Brisbane St. to Gemini Ln.) - The proposed layout will provide for 4 new streetlights. The proposed locations for the streetlights are specified below:
 - **Block 664**
 - ★ 1) Between 280 & 274 SW Holden Terr. (Lots 32 & 31)
 - 2) Between 256 & 250 SW Holden Terr. (Lots 28 & 27)
 - 3) Between 232 & 226 SW Holden Terr. (Lots 24 & 23)
 - 4) Between 208 & 202 SW Holden Terr. (Lots 20 & 19)

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

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

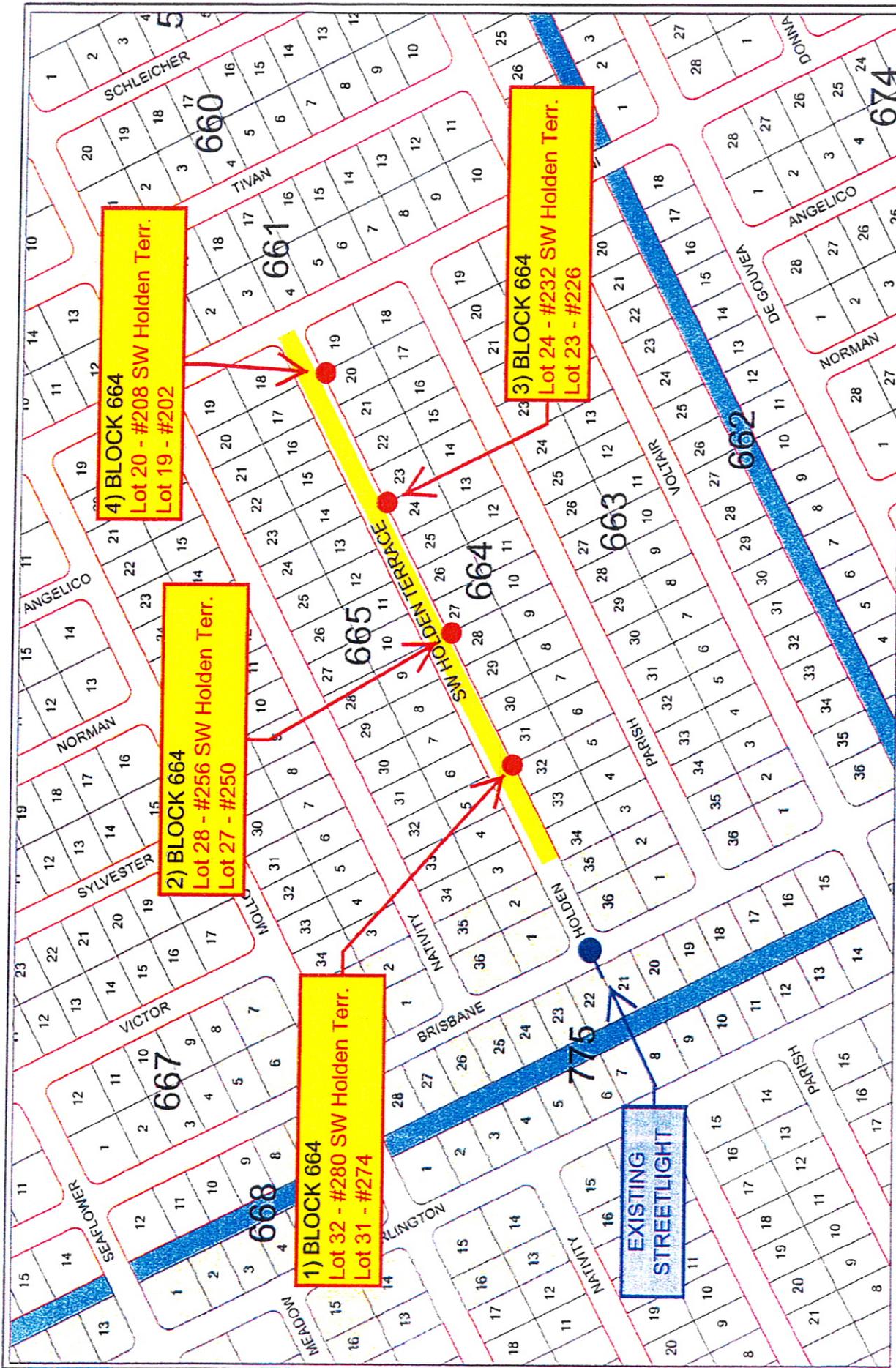
Any existing streetlight(s) and/or other considerations have been indicated on the map for your convenience.

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

/ymr

Attachment

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



4) BLOCK 664
 Lot 20 - #208 SW Holden Terr.
 Lot 19 - #202

2) BLOCK 664
 Lot 28 - #256 SW Holden Terr.
 Lot 27 - #250

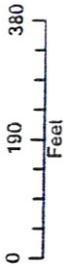
1) BLOCK 664
 Lot 32 - #280 SW Holden Terr.
 Lot 31 - #274

3) BLOCK 664
 Lot 24 - #232 SW Holden Terr.
 Lot 23 - #226

EXISTING
 STREETLIGHT

**BOUNDARY #479
 SW HOLDEN TERRACE
 SECTION 13**

● = PROPOSED STREETLIGHT
 # = HOUSE NUMBER
 ● = EXISTING STREETLIGHT



SLEXHIBIT479

EXHIBIT "A"

PORT ST. LUCIE
RESIDENTIAL STREET LIGHTING ASSESSMENT AREA

BOUNDARY #479

SW HOLDEN TERRACE

SECTION 13

BLOCK 664 LOTS 19 THRU 34 = 16 LOTS

BLOCK 665 LOTS 3 THRU 18 = 16 LOTS

TOTAL 32 LOTS



CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 9E
Meeting Date: 3/28/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager *JB*

FROM: Karen A. Phillips, City Clerk *KAP*

Agenda Item: Motion: Public Hearing: Port St. Lucie Residential Street Lighting Assessment Area, Boundary #480 – NW Dowse Street

Submittal Date: 3/17/2016

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

BACKGROUND: Ordinance 07-117 requires a Public Hearing prior to City Council direction to move forward with the requested residential street lighting area election. City Council shall approve the presented boundary or change the boundary, and then authorize the election.

ANALYSIS: Property owners of the approved boundary area will receive a ballot by USPS mail to vote in favor of or against the proposed street lighting area. Only ballots returned will be counted, with 50% + 1 needed for a successful result.

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

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: Request approval of Boundary Area #480 – NW Dowse Street, and authorization to proceed with election by USPS mail, adjusting light locations and/or boundary area, if necessary.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 3/28/2016

LOCATION OF PROJECT: Port St. Lucie Section 46, NW Dowse Street

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

RECEIVED

MAR 17 2016

CITY MANAGER'S OFFICE



CITY OF PORT ST. LUCIE

CITY CLERK'S OFFICE

.....
A CITY FOR ALL AGES

"A City for All Ages"

March 14, 2016

Dear Property Owner:

Re: Residential Street Lighting Assessment Area
Boundary #480 NW Dowse Street, NW Lisa Court, NW Lomb Court

The City of Port St. Lucie has received a request from a residential property owner for street lights in your area and a layout map of the proposed street lights has been drawn.

A public hearing on the matter will be held by the City Council on March 28, 2016, at 7:00 p.m., at City Hall, 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida. You may appear at the meeting and be heard with respect to the proposed lighting layout map and residential street lighting assessment area.

Once the hearing is concluded, an election of property owners will be held by mail since there is an annual assessment once the lights are installed. No lights will be installed unless the election passes by a vote of 50% plus one of the ballots returned by the property owners (one vote per assessment). The annual assessment for fiscal year 2015-2016 is \$26 per lot. The assessment fee is determined by the City Council annually at their Summer Retreat.

All mailed notices or ballots provided herein shall be deemed mailed upon delivery thereof to the possession of the United States Postal Service and failure of the owner to receive such notice due to inadvertent mistakes shall not affect the validity of these proceedings.

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

A copy of the proposed lighting layout map is enclosed. Any written response should refer to the legal description of your property.

Sincerely,

Karen A. Phillips, CMC
City Clerk
Enc.

FILE NAME: BOUNDARYLTR2016



"A City for All Ages"

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

MEMORANDUM

To: Karen Phillips, Director, City Clerk
From: Yolanda Ruiz, Transportation Technician 
Date: March 7, 2016
Re: Streetlight Layout – NW Dowse Street – Boundary 480

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

- NW Dowse Street (from Jigsaw Ln. to Hann Dr. including Lisa Ct. & Lomb Ct.) - The proposed layout will provide for 6 new streetlights. The proposed locations for the streetlights are specified below:
 - **Block 3136**
 - ★ 1) Between 5874 & 5876 NW Dowse St. (Lots 13 & 12)
 - 2) Between 5882 & 5884 NW Dowse St. (Lots 9 & 8)
 - **Block 3135**
 - 3) Between 5824 & 5825 NW Lisa Ct. (Lots 5 & 6)
 - **Block 3136**
 - 4) Between 5888 & 5892 NW Dowse St. (Lots 6 & 5)
 - **Block 3135**
 - 5) Between 5836 & 5837 NW Lomb Ct. (Lots 12 & 13)
 - **Block 3136**
 - 6) Between 5896 & 5898 NW Dowse St. (Lots 3 & 2)

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

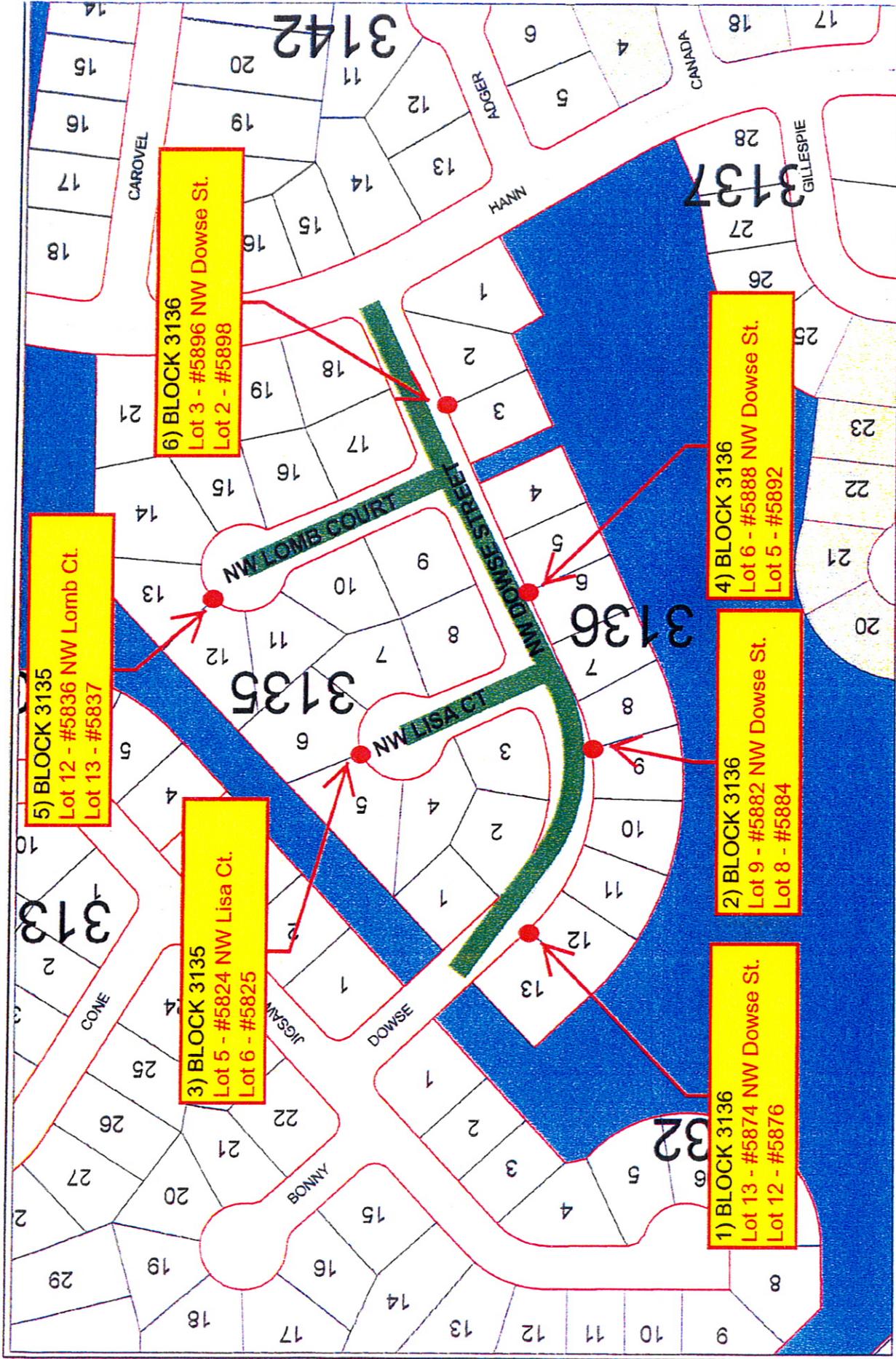
Existing lighting facilities have been indicated on the map for your convenience.

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

/ymr

Attachment

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



0 120 240
Feet



Prepared by City of Port St. Lucie
MIS Department
Wednesday, February 24, 2016

**Boundary #480
NW DOWSE STREET
SECTION 46**

**● = PROPOSED STREETLIGHT
= HOUSE NUMBER**



**6) BLOCK 3136
Lot 3 - #5896 NW Dowse St.
Lot 2 - #5898**

**5) BLOCK 3135
Lot 12 - #5836 NW Lomb Ct.
Lot 13 - #5837**

**3) BLOCK 3135
Lot 5 - #5824 NW Lisa Ct.
Lot 6 - #5825**

**4) BLOCK 3136
Lot 6 - #5888 NW Dowse St.
Lot 5 - #5892**

**2) BLOCK 3136
Lot 9 - #5882 NW Dowse St.
Lot 8 - #5884**

**1) BLOCK 3136
Lot 13 - #5874 NW Dowse St.
Lot 12 - #5876**

SLEXHIBIT480

EXHIBIT "A"

PORT ST. LUCIE
RESIDENTIAL STREET LIGHTING ASSESSMENT AREA

BOUNDARY #480

NW DOWSE STREET
NW LISA COURT
NW LOMB COURT

SECTION 46

BLOCK	3135	LOTS	1 THRU 18	=	18 LOTS
BLOCK	3136	LOTS	1 THRU 13	=	13 LOTS

TOTAL 31 LOTS



CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 9F
Meeting Date: 3/28/16

TO: Mayor and City Council

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

FROM: Patricia J. Selmer, Director, Community Services 

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

Submittal Date: 3/16/2016

STRATEGIC PLAN LINK: This item relates to Port St. Lucie’s Mission which is to provide exceptional municipal services that are responsive to the community.

BACKGROUND: The above referenced agenda item was brought to City Council for a public hearing at a regular City Council meeting on February 22, 2016. (See attached copy of agenda item 9F). Community Services was seeking approval of an Amendment to the Neighborhood Stabilization Program (NSP) Action Plan to allow for a Combat Wounded Veteran’s Program. The project had been presented and supported at a Council workshop on November 16, 2015. Mayor Oravec and other Council Members, during the public hearing, expressed concern that although the agenda memorandum discussed the Veteran’s Program, the Amendment to the Action Plan did not make reference to the project. Without specific language in the plan or supplemental guidelines, Council Members worried that the program could end up serving groups other than the Combat Wounded Veterans who were intended to be targeted. Councilwoman Berger also asked if the amendment had been copied from another grantee’s plan and, if not, were other NSP grantees working on a similar program that could provide such a template. The Director of Community Services offered to submit a request to the Department of Housing and Urban Development (HUD) that would allow the plan to specify the exact program that was being approved. She also indicated that she would explore further the possibility of using similar programs that could provide comparable project guidelines. Council members agreed with

the suggestions and voted unanimously to table the agenda item (9F) and to recess the public hearing to the regular City Council meeting of March 28, 2016.

ANALYSIS: The Director of Community Services sent an email with a revised Action Plan Amendment to the City's NSP representative at HUD and asked that information citing the Veteran's program be included in the approved document. The email and attachments were forwarded by the representative to HUD Headquarters for further review, then sent to HUD's legal department, and are now being reviewed by the Fair Housing Division. (See copy of email chain attached.) We do not know when the issue will be resolved but have been told that we cannot move forward without authorization from HUD.

In the meantime, the Director of Community Services has been attempting to find other NSP Veteran's programs, if any, in order to be able to review the language that was used for the Action Plan. The HUD NSP representative indicated that she was aware of other programs but that they dealt with supportive housing for Veterans, rental developments that targeted veterans, and other programs that simply gave preference to Veterans when a waiting list was necessary. Some of the plans were carried out through nonprofits that worked with those types of programs and references to targeting of certain groups was made specific in the agreements with those parties. None of the Action Plans made reference to the specifics of the program.

FINANCIAL INFORMATION: See attached agenda item 9F – Meeting Date 2/22/16.

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: Close the recessed public hearing with Agenda Item 9f to be brought back to City Council as new when issues are resolved.

SPECIAL CONSIDERATION: Item 9F was tabled at February 22, 2016 meeting and public hearing was recessed to the regular City Council meeting of March 28, 2016.

PRESENTATION INFORMATION: The Director of Community Services will be available for questions.

REQUESTED MEETING DATE: 3/28/2016

LOCATION OF PROJECT: See attached Agenda Item 9F – Meeting Date 2/22/16.

ATTACHMENTS: Email communication between Director of Community Services and HUD (with attachment); Agenda Item 9F dated 1/28/2016.

RECEIVED

MAR 17 2016

CITY MANAGER'S OFFICE

Patricia Selmer

From: Serino, Lori A <Lori.A.Serino@hud.gov>
Sent: Monday, March 14, 2016 8:18 AM
To: Patricia Selmer
Subject: RE: NSP1 and NSP3 Amendments

Categories: Important

Pat,

I followed up last week and received word that it has now been sent to Fair Housing for review and comment. As I stated, placing an activity specifically for veterans in the action plan would most likely not be eligible or at best triggers authorization from HUD Headquarters. NSP is based on income and area, not veterans status.

The action plan should be based on the Eligible Uses, I have forwarded your request, but it has not been authorized. I cannot tell you when they will approve or deny, only that it is being reviewed.

Please inform your commission, they may not move forward without authorization from HUD.

Thank you
Lori

From: Patricia Selmer [mailto:PatS@cityofpsl.com]
Sent: Monday, March 14, 2016 8:10 AM
To: Serino, Lori A
Subject: RE: NSP1 and NSP3 Amendments

Hi Lori –

Have you heard anything from HQ? I have to follow up with Council by Friday to tell them why we can't move forward on our plan. Let me know asap. Thanks,

Pat

From: Serino, Lori A [mailto:Lori.A.Serino@hud.gov]
Sent: Monday, March 07, 2016 9:41 AM
To: Patricia Selmer <PatS@cityofpsl.com>
Subject: RE: NSP1 and NSP3 Amendments

I have not heard back from HQ, I will send an email today to see if I can get a response. I will email you later in the day.

From: Patricia Selmer [mailto:PatS@cityofpsl.com]
Sent: Monday, March 07, 2016 9:30 AM
To: Serino, Lori A
Subject: RE: NSP1 and NSP3 Amendments

Hi Lori –

Our Council Members tabled the revisions to the plan and rescheduled those items for the March 28th Council Meeting. That means that I have to have new information ready to submit by March 18th. Do you think you will have an

answer by then? Council members were originally ready to approve the item and address the specifics about Veterans, etc. with an administrative policy. I can be prepared to move ahead with that suggestion instead of changing the plan, but I don't know exactly what HUD is seeing as a problem, so I am leery of moving forward at all. Can you give me any more information?

Pat

From: Serino, Lori A [<mailto:Lori.A.Serino@hud.gov>]
Sent: Wednesday, March 02, 2016 2:49 PM
To: Patricia Selmer <PatS@cityofpsl.com>
Subject: RE: NSP1 and NSP3 Amendments

I received feedback, but they have sent this to our legal department. I am waiting for an official determination.

From: Patricia Selmer [<mailto:PatS@cityofpsl.com>]
Sent: Wednesday, March 02, 2016 1:55 PM
To: Serino, Lori A
Subject: RE: NSP1 and NSP3 Amendments

Hi Lori –

Any word from headquarters.

Pat

From: Serino, Lori A [<mailto:Lori.A.Serino@hud.gov>]
Sent: Tuesday, February 23, 2016 1:32 PM
To: Patricia Selmer <PatS@cityofpsl.com>
Subject: RE: NSP1 and NSP3 Amendments

Yes, that looks good. We now just have to wait to hear from HUD HQ.

I will let you know.

Lori

From: Patricia Selmer [<mailto:PatS@cityofpsl.com>]
Sent: Tuesday, February 23, 2016 1:29 PM
To: Serino, Lori A
Subject: RE: NSP1 and NSP3 Amendments

Thanks Lori. Please see below in red. Is this OK if approved by Headquarters?

From: Serino, Lori A [<mailto:Lori.A.Serino@hud.gov>]
Sent: Tuesday, February 23, 2016 1:03 PM
To: Patricia Selmer <PatS@cityofpsl.com>
Subject: RE: NSP1 and NSP3 Amendments

Pat,

Please review the underlined narrative in the attachment: “Combat Wounded Veterans whose household income does not exceed 120% of the AMI and who are purchasing NSP homes in the City’s area of greatest need. These Veterans

whom must also qualify under the additional guidelines prepared by the Community Services Department, Habitat for Humanity and local Veteran's groups, stakeholders."

NSP eligibility is based on the Area of Greatest Need (AGN) and household income of up to 120% of the AMI. An activity based solely on the participant being a veteran does not in itself qualify the participant for NSP funding. Please insert the income level you plan to serve, such as 50% (LH25). Although I would not recommend being so restrictive in the Action Plan, you can include this as an activity under Eligible Use B if you revise the language to include the NSP eligibility guidelines for income and applicable affordability periods.

Further, I sent the amendment up to HUD Headquarters to ensure this can be placed in the action plan as opposed to guidelines.

I will send you there response upon receipt.

Thank you
Lori

From: Patricia Selmer [mailto:PatS@cityofpsl.com]
Sent: Tuesday, February 23, 2016 11:27 AM
To: Serino, Lori A
Subject: NSP1 and NSP3 Amendments

Hi Lori –

I indicated to you recently that we were working on the amendments to the Action Plans to allow for the city to hold a first mortgage loan with different terms than the original second mortgage program we have been using for NSP. I sent a draft and you reviewed it. One of the changes you requested/suggested was to delete any information about the combat wounded Veteran's program. I believe your reasoning was that we didn't want to be held to that program if it did not work. I submitted the plans to Council last night, and they were concerned that the amendments did not state that the program was for Veterans. Is it OK if I go ahead and add the information to the plan, even though you have suggested that I leave it more generic? Otherwise, they want me to prepare an administrative policy that would have to be approved at the same time as the plans. They tabled the items, so I have to go back to them on March 23rd with new information.

I am attaching the proposed amendments with the information about Veterans added in red. I apologize that I was not able to go back to the plans and do strikeouts and underlining, as you suggested. We had already had amendments prepared (by a consultant) that were separate from the original plan and the whole thing would have been too confusing. Please take a look at this information and see if it looks OK.

Also, do you know of anyone who has done a program like this, except for Palm Bay. Council asked me that question. I had already look on the web, but I don't see anything out there. Let me know if you've seen anything. Thanks,

Pat

Patricia J. Selmer
Community Services Director
City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984

772-871-5283
772-344-4340 FAX

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

Introduction

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

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

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

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

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

- Addition of a City-held deferred first mortgage to supplement the program for ~~lower income buyers who do not qualify for the original (second) mortgage program~~ Combat Wounded Veterans who qualify under guidelines prepared by the Community Services Department, Habitat for Humanity and local Veteran's groups, as stakeholders. This program will provide:
 - an increased subsidy to cover the entire value of the home;
 - a shorter affordability period;

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

Those changes are indicated as follows:

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

First Mortgage Program

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

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

Compliance Requirements Met

1. LH25 set-aside

Title III of HERA requires that:

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

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

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

Conclusion

As described above, the City of Port St. Lucie has determined that providing the above described first mortgage program for ~~lower income buyers~~ Combat Wounded Veterans will satisfy all of the guidelines for the NSP program, helping to stabilize the neighborhoods and provide much needed housing affordability to our most valued but vulnerable citizens. We plan to begin the program by targeting combat wounded Veterans in order to provide additional ways to use the funding in a manner that is supported by City Council Members, staff and the residents. The City is requesting HUD approval to revise the Action Plan Amendment to allow for the above described First Mortgage Program in the NSP3 areas of greatest need.



CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

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

TO: Mayor and City Council

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

FROM: Patricia J. Selmer, Director, Community Services 

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

Submittal Date: 1/28/2016

STRATEGIC PLAN LINK: This item relates to Port St. Lucie’s Mission which is to provide exceptional municipal services that are responsive to the community.

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

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

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

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

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

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

LEGAL INFORMATION: N/A

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

SPECIAL CONSIDERATION: Public Hearing has been advertised.

PRESENTATION INFORMATION: No presentation.

REQUESTED MEETING DATE: 2/22/2016

LOCATION OF PROJECT: See attached map of NSP Targeted Areas

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

RECEIVED

JAN 28 2016

CITY MANAGER'S OFFICE

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

Introduction

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

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

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

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

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

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

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

Those changes are indicated as follows:

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

First Mortgage Program

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

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

Compliance Requirements Met

1. LH25 set-aside

Title III of HERA requires that:

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

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

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

Conclusion

As described above, the City of Port St. Lucie has determined that providing the above described first mortgage program for lower income buyers will satisfy all of the guidelines for the NSP program, helping to stabilize the neighborhoods and provide much needed housing affordability to our most valued but vulnerable citizens. We plan to begin the program by targeting combat wounded Veterans in order to provide additional ways to use the funding in a manner that is supported by City Council Members, staff and the residents. The City is requesting HUD approval to revise the Action Plan Amendment to allow for the above described First Mortgage Program in the NSP3 areas of greatest need.

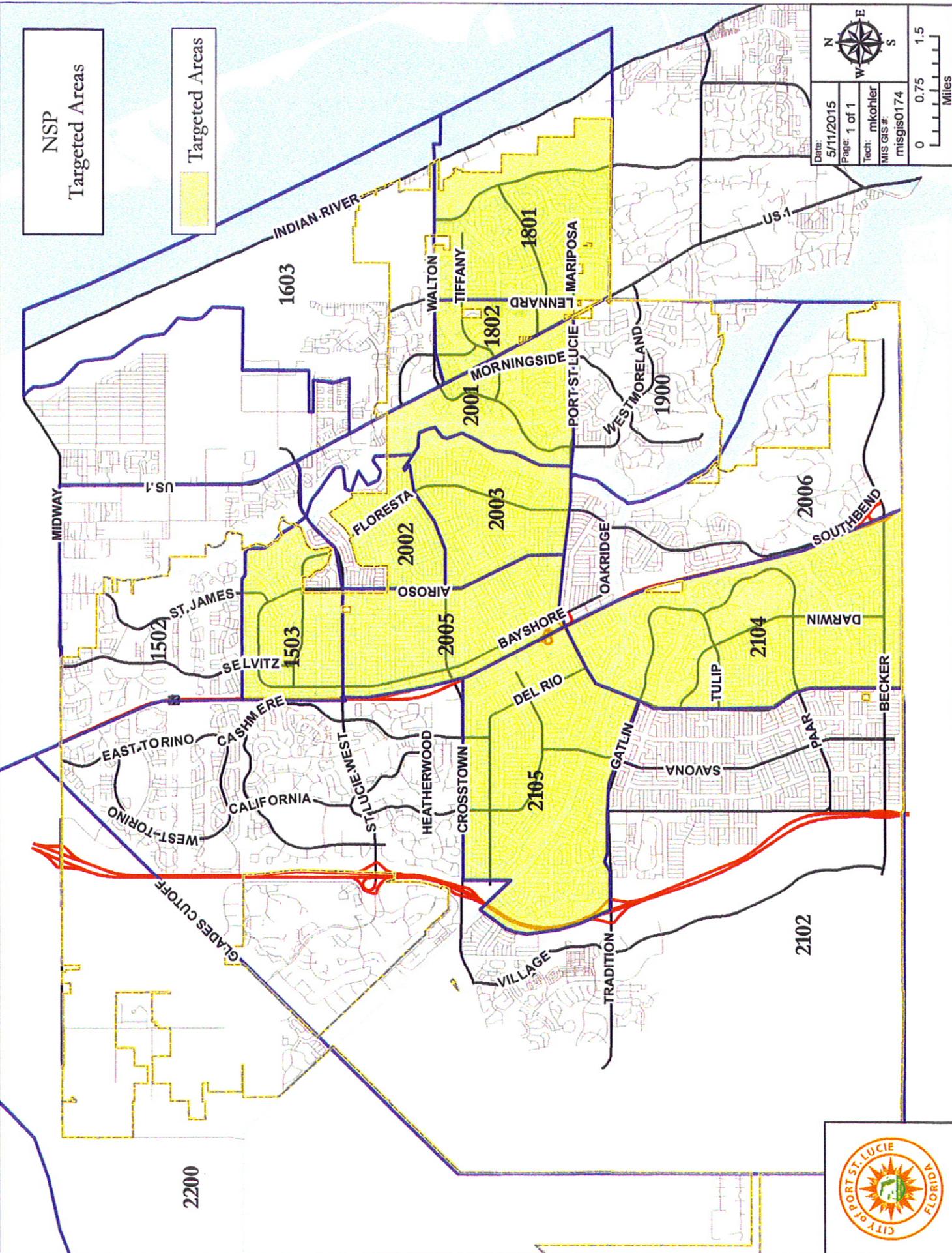
NSP
Targeted Areas

Targeted Areas

Date:	5/11/2015
Page:	1 of 1
Tech:	mkoehler
MS GIS #:	mtsgis0174



0 0.75 1.5
Miles





CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 9F

Meeting Date: 2/22/16

TO: Mayor and City Council

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

FROM: Patricia J. Selmer, Director, Community Services 

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

Submittal Date: 1/28/2016

STRATEGIC PLAN LINK: This item relates to Port St. Lucie’s Mission which is to provide exceptional municipal services that are responsive to the community.

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

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

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

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

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

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

LEGAL INFORMATION: N/A

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

SPECIAL CONSIDERATION: Public Hearing has been advertised.

PRESENTATION INFORMATION: No presentation.

REQUESTED MEETING DATE: 2/22/2016

LOCATION OF PROJECT: See attached map of NSP Targeted Areas

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

RECEIVED

JAN 28 2016

CITY MANAGER'S OFFICE

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

Introduction

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

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

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

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

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

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

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

Those changes are indicated as follows:

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

First Mortgage Program

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

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

Compliance Requirements Met

1. LH25 set-aside

Title III of HERA requires that:

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

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

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

Conclusion

As described above, the City of Port St. Lucie has determined that providing the above described first mortgage program for lower income buyers will satisfy all of the guidelines for the NSP program, helping to stabilize the neighborhoods and provide much needed housing affordability to our most valued but vulnerable citizens. We plan to begin the program by targeting combat wounded Veterans in order to provide additional ways to use the funding in a manner that is supported by City Council Members, staff and the residents. The City is requesting HUD approval to revise the Action Plan Amendment to allow for the above described First Mortgage Program in the NSP3 areas of greatest need.

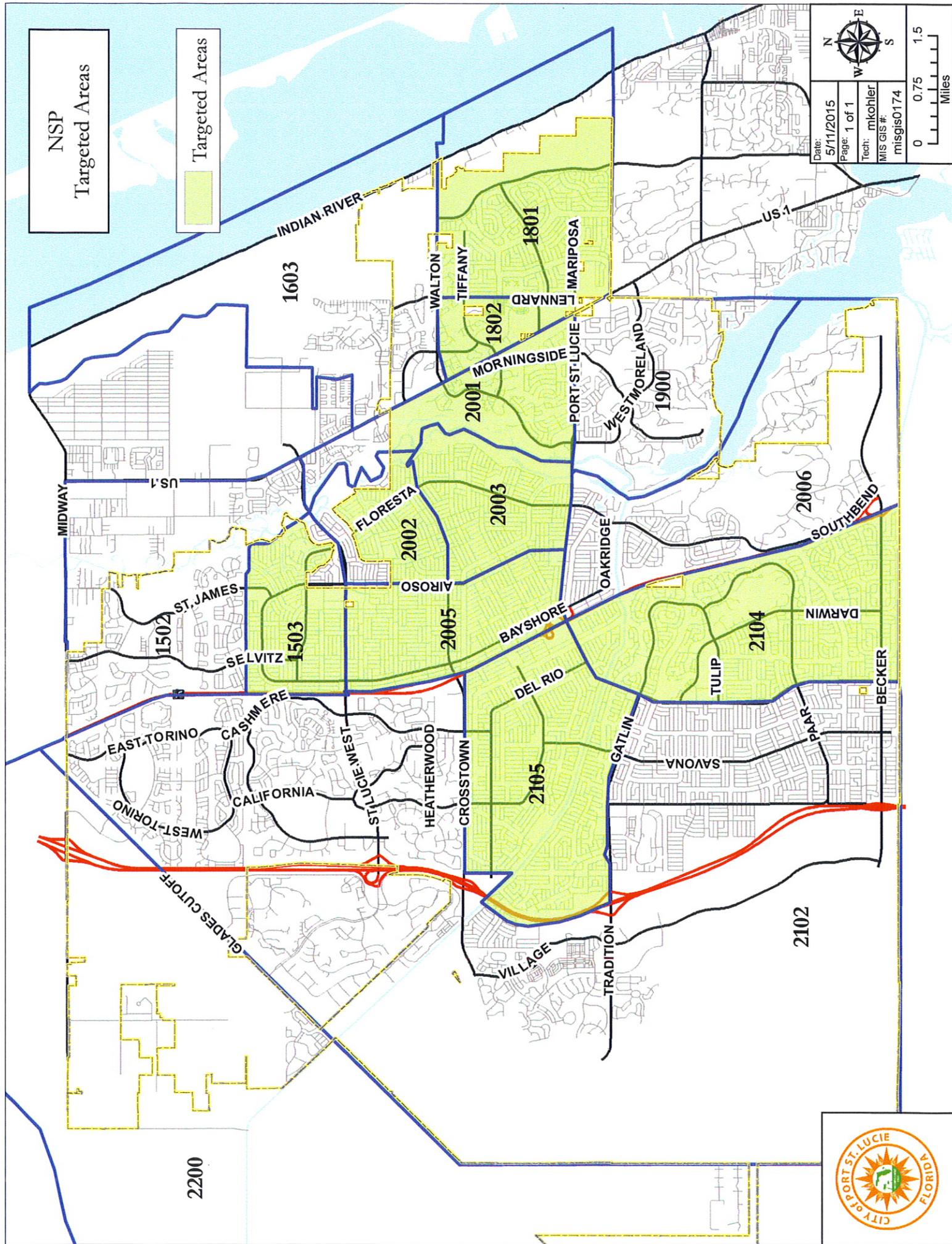
NSP

Targeted Areas

Targeted Areas



Date: 5/11/2015
 Page: 1 of 1
 Tech: mkohler
 MIS GIS #: misgis0174





CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 9G
Meeting Date: 3/28/16

TO: Mayor and City Council

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

FROM: Patricia J. Selmer, Director, Community Services *PJS*

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

Submittal Date: 3/16/2016

STRATEGIC PLAN LINK: This item relates to Port St. Lucie’s Mission which is to provide exceptional municipal services that are responsive to the community.

BACKGROUND: The above referenced agenda item was brought to City Council for a public hearing at a regular City Council meeting on February 22, 2016. (See attached copy of agenda item 9G). Community Services was seeking approval of an Amendment to the Neighborhood Stabilization Program (NSP) Action Plan to allow for a Combat Wounded Veteran’s Program. The project had been presented and supported at a Council workshop on November 16, 2015. Mayor Oravec and other Council Members, during the public hearing, expressed concern that although the agenda memorandum discussed the Veteran’s Program, the Amendment to the Action Plan did not make reference to the project. Without specific language in the plan or supplemental guidelines, Council Members worried that the program could end up serving groups other than the Combat Wounded Veterans who were intended to be targeted. Councilwoman Berger also asked if the amendment had been copied from another grantee’s plan and, if not, were other NSP grantees working on a similar program that could provide such a template. The Director of Community Services offered to submit a request to the Department of Housing and Urban Development (HUD) that would allow the plan to specify the exact program that was being approved. She also indicated that she would explore further the possibility of using similar programs that could provide comparable project guidelines. Council members agreed with

the suggestions and voted unanimously to table the agenda item (9G) and to recess the public hearing to the regular City Council meeting of March 28, 2016.

ANALYSIS: The Director of Community Services sent an email with a revised Action Plan Amendment to the City's NSP representative at HUD and asked that information citing the Veteran's program be included in the approved document. The email and attachments were forwarded by the representative to HUD Headquarters for further review, then sent to HUD's legal department, and are now being reviewed by the Fair Housing Division. (See copy of email chain attached.) We do not know when the issue will be resolved but have been told that we cannot move forward without authorization from HUD.

In the meantime, the Director of Community Services has been attempting to find other NSP Veteran's programs, if any, in order to be able to review the language that was used for the Action Plan. The HUD NSP representative indicated that she was aware of other programs but that they dealt with supportive housing for Veterans, rental developments that targeted veterans, and other programs that simply gave preference to Veterans when a waiting list was necessary. Some of the plans were carried out through nonprofits that worked with those types of programs and references to targeting of certain groups was made specific in the agreements with those parties. None of the Action Plans made reference to the specifics of the program.

FINANCIAL INFORMATION: See attached agenda item 9G – Meeting Date 2/22/16.

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: Close the recessed public hearing with Agenda Item 9G to be brought back to City Council as new when issues are resolved.

SPECIAL CONSIDERATION: Item was tabled at February 22, 2016 meeting and public hearing was recessed to the regular City Council meeting of March 28, 2016.

PRESENTATION INFORMATION: The Director of Community Services will be available for questions.

REQUESTED MEETING DATE: 3/28/2016

LOCATION OF PROJECT: See attached Agenda Item 9G – Meeting Date 2/22/16.

ATTACHMENTS: Email communication between Director of Community Services and HUD (with attachment); Agenda Item 9G dated 1/28/2016.

RECEIVED

MAR 17 2016

CITY MANAGER'S OFFICE

Patricia Selmer

From: Serino, Lori A <Lori.A.Serino@hud.gov>
Sent: Monday, March 14, 2016 8:18 AM
To: Patricia Selmer
Subject: RE: NSP1 and NSP3 Amendments

Categories: Important

Pat,

I followed up last week and received word that it has now been sent to Fair Housing for review and comment. As I stated, placing an activity specifically for veterans in the action plan would most likely not be eligible or at best triggers authorization from HUD Headquarters. NSP is based on income and area, not veterans status.

The action plan should be based on the Eligible Uses, I have forwarded your request, but it has not been authorized. I cannot tell you when they will approve or deny, only that it is being reviewed.

Please inform your commission, they may not move forward without authorization from HUD.

Thank you
Lori

From: Patricia Selmer [mailto:PatS@cityofpsl.com]
Sent: Monday, March 14, 2016 8:10 AM
To: Serino, Lori A
Subject: RE: NSP1 and NSP3 Amendments

Hi Lori –
Have you heard anything from HQ? I have to follow up with Council by Friday to tell them why we can't move forward on our plan. Let me know asap. Thanks,

Pat

From: Serino, Lori A [mailto:Lori.A.Serino@hud.gov]
Sent: Monday, March 07, 2016 9:41 AM
To: Patricia Selmer <PatS@cityofpsl.com>
Subject: RE: NSP1 and NSP3 Amendments

I have not heard back from HQ, I will send an email today to see if I can get a response. I will email you later in the day.

From: Patricia Selmer [mailto:PatS@cityofpsl.com]
Sent: Monday, March 07, 2016 9:30 AM
To: Serino, Lori A
Subject: RE: NSP1 and NSP3 Amendments

Hi Lori –

Our Council Members tabled the revisions to the plan and rescheduled those items for the March 28th Council Meeting. That means that I have to have new information ready to submit by March 18th. Do you think you will have an

answer by then? Council members were originally ready to approve the item and address the specifics about Veterans, etc. with an administrative policy. I can be prepared to move ahead with that suggestion instead of changing the plan, but I I don't know exactly what HUD is seeing as a problem, so I am leery of moving forward at all. Can you give me any more information?

Pat

From: Serino, Lori A [<mailto:Lori.A.Serino@hud.gov>]
Sent: Wednesday, March 02, 2016 2:49 PM
To: Patricia Selmer <PatS@cityofpsl.com>
Subject: RE: NSP1 and NSP3 Amendments

I received feedback, but they have sent this to our legal department. I am waiting for an official determination.

From: Patricia Selmer [<mailto:PatS@cityofpsl.com>]
Sent: Wednesday, March 02, 2016 1:55 PM
To: Serino, Lori A
Subject: RE: NSP1 and NSP3 Amendments

Hi Lori –

Any word from headquarters.

Pat

From: Serino, Lori A [<mailto:Lori.A.Serino@hud.gov>]
Sent: Tuesday, February 23, 2016 1:32 PM
To: Patricia Selmer <PatS@cityofpsl.com>
Subject: RE: NSP1 and NSP3 Amendments

Yes, that looks good. We now just have to wait to hear from HUD HQ.

I will let you know.

Lori

From: Patricia Selmer [<mailto:PatS@cityofpsl.com>]
Sent: Tuesday, February 23, 2016 1:29 PM
To: Serino, Lori A
Subject: RE: NSP1 and NSP3 Amendments

Thanks Lori. Please see below in red. Is this OK if approved by Headquarters?

From: Serino, Lori A [<mailto:Lori.A.Serino@hud.gov>]
Sent: Tuesday, February 23, 2016 1:03 PM
To: Patricia Selmer <PatS@cityofpsl.com>
Subject: RE: NSP1 and NSP3 Amendments

Pat,

Please review the underlined narrative in the attachment: “Combat Wounded Veterans whose household income does not exceed 120% of the AMI and who are purchasing NSP homes in the City’s area of greatest need. These Veterans

whom must also qualify under the additional guidelines prepared by the Community Services Department, Habitat for Humanity and local Veteran's groups, stakeholders."

NSP eligibility is based on the Area of Greatest Need (AGN) and household income of up to 120% of the AMI. An activity based solely on the participant being a veteran does not in itself qualify the participant for NSP funding. Please insert the income level you plan to serve, such as 50% (LH25). Although I would not recommend being so restrictive in the Action Plan, you can include this as an activity under Eligible Use B if you revise the language to include the NSP eligibility guidelines for income and applicable affordability periods.

Further, I sent the amendment up to HUD Headquarters to ensure this can be placed in the action plan as opposed to guidelines.

I will send you there response upon receipt.

Thank you
Lori

From: Patricia Selmer [mailto:PatS@cityofpsl.com]
Sent: Tuesday, February 23, 2016 11:27 AM
To: Serino, Lori A
Subject: NSP1 and NSP3 Amendments

Hi Lori –

I indicated to you recently that we were working on the amendments to the Action Plans to allow for the city to hold a first mortgage loan with different terms than the original second mortgage program we have been using for NSP. I sent a draft and you reviewed it. One of the changes you requested/suggested was to delete any information about the combat wounded Veteran's program. I believe your reasoning was that we didn't want to be held to that program if it did not work. I submitted the plans to Council last night, and they were concerned that the amendments did not state that the program was for Veterans. Is it OK if I go ahead and add the information to the plan, even though you have suggested that I leave it more generic? Otherwise, they want me to prepare an administrative policy that would have to be approved at the same time as the plans. They tabled the items, so I have to go back to them on March 23rd with new information.

I am attaching the proposed amendments with the information about Veterans added in red. I apologize that I was not able to go back to the plans and do strikeouts and underlining, as you suggested. We had already had amendments prepared (by a consultant) that were separate from the original plan and the whole thing would have been too confusing. Please take a look at this information and see if it looks OK.

Also, do you know of anyone who has done a program like this, except for Palm Bay. Council asked me that question. I had already look on the web, but I don't see anything out there. Let me know if you've seen anything. Thanks,

Pat

Patricia J. Selmer
Community Services Director
City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984

772-871-5283
772-344-4340 FAX

AMENDMENT NO 10 TO NSP ACTION PLAN

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

Introduction

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

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

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

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

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

- Addition of a City-held deferred first mortgage to supplement the program for lower income buyers who do not qualify for the original (second) mortgage program Combat Wounded Veterans who qualify under guidelines prepared by the Community Services Department, Habitat for Humanity and local Veteran’s groups, as stakeholders. This program will provide:
 - an increased subsidy to cover the entire value of the home;
 - a shorter affordability period;
 - payoffs calculated proportionately so that the mortgage is completely forgiven at the end of the mortgage term;

Those changes are indicated as follows:

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

First Mortgage Program

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

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

Compliance Requirements Met

1. LH25 set-aside

Title III of HERA requires that:

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

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

Conclusion

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



CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 9G

Meeting Date: 2/22/16

TO: Mayor and City Council

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

FROM: Patricia J. Selmer, Director, Community Services 

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

Submittal Date: 1/28/2016

STRATEGIC PLAN LINK: This item relates to Port St. Lucie’s Mission which is to provide exceptional municipal services that are responsive to the community.

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

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

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

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

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

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

LEGAL INFORMATION: N/A

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

SPECIAL CONSIDERATION: Public Hearing has been advertised.

PRESENTATION INFORMATION: No presentation.

REQUESTED MEETING DATE: 2/22/2016

LOCATION OF PROJECT: See attached map of NSP Targeted Areas

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

AMENDMENT NO 10 TO NSP ACTION PLAN

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

Introduction

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

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

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

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

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

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

Those changes are indicated as follows:

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

First Mortgage Program

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

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

Compliance Requirements Met

1. LH25 set-aside

Title III of HERA requires that:

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

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

Conclusion

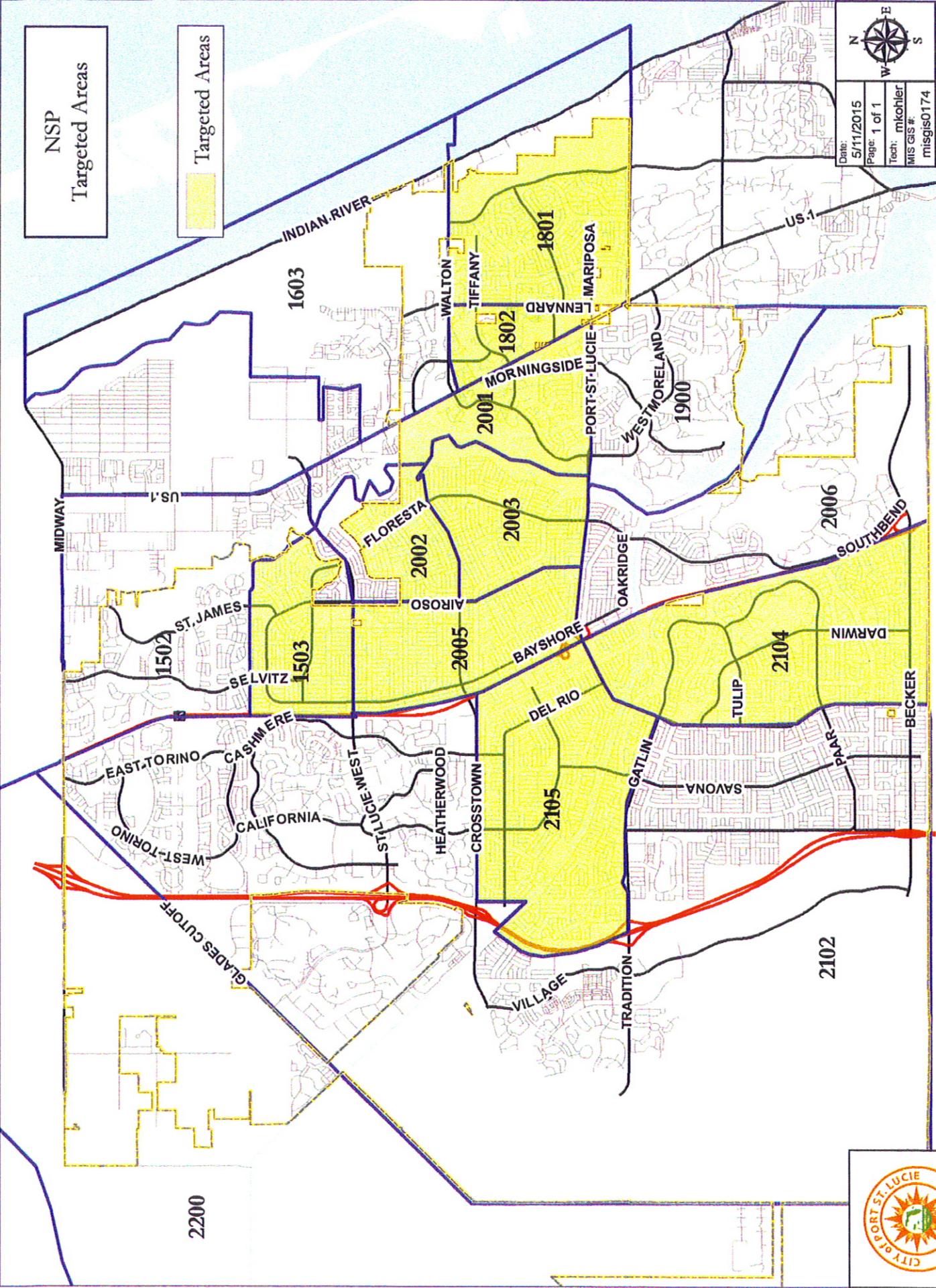
As described above, the City of Port St. Lucie has determined that providing the above described program for our combat wounded Veterans will satisfy all of the guidelines for the NSP program, helping to stabilize the neighborhoods and provide much needed housing affordability to our most valued but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

NSP Targeted Areas

Targeted Areas

Date:	5/11/2015
Page:	1 of 1
Tech:	mkohler
MIS GIS #:	misgis0174

0 0.75 1.5 Miles





CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 9G

Meeting Date: 2/22/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager 
Patricia Roebing, P.E. Assistant City Manager - Admin Services 

FROM: Patricia J. Selmer, Director, Community Services 

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

Submittal Date: 1/28/2016

STRATEGIC PLAN LINK: This item relates to Port St. Lucie's Mission which is to provide exceptional municipal services that are responsive to the community.

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

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

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

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

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

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

LEGAL INFORMATION: N/A

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

SPECIAL CONSIDERATION: Public Hearing has been advertised.

PRESENTATION INFORMATION: No presentation.

REQUESTED MEETING DATE: 2/22/2016

LOCATION OF PROJECT: See attached map of NSP Targeted Areas

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

AMENDMENT NO 10 TO NSP ACTION PLAN

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

Introduction

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

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

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

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

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

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

Those changes are indicated as follows:

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

First Mortgage Program

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

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

Compliance Requirements Met

1. LH25 set-aside

Title III of HERA requires that:

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

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

Conclusion

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

NSP

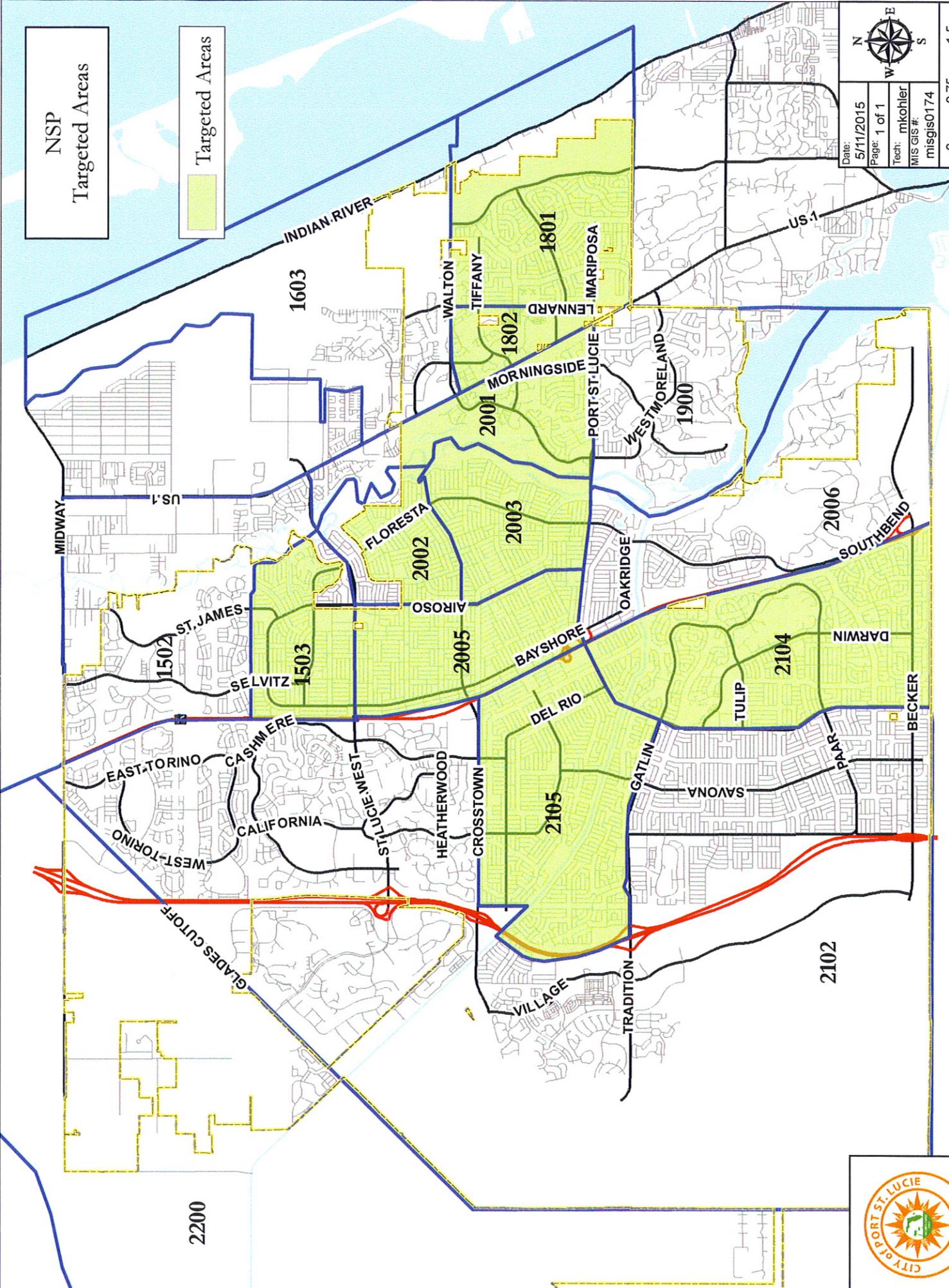
Targeted Areas

Targeted Areas



Date: 5/11/2015
Page: 1 of 1
Tech: mkohler
MIS GIS#: misgis0174

0 0.75 1.5
Miles





CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 10A

Meeting Date: 3/28/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager *JB*

FROM: David K. Pollard, MBA, CGFO, OMB Director *DKP*

Agenda Item: Ordinance: Budget Amendment #1 – FY 2015-16

Submittal Date: 3/16/2016 *16-17*

STRATEGIC PLAN LINK: GOALS 2018 – FINANCIALLY SOUND CITY

BACKGROUND: Each year, the adopted budget is amended as required for un-budgeted items. Requests might be to re-budget projects that were delayed from the prior year, or to budget for items that are requested by Management or City Council that were not in the original budget. There can also be requests for funding of emergency items that were not forecasted. This is the first amendment for the fiscal year.

ANALYSIS: Each of the requests is matched to a funding source and sorted by fund with a brief explanation offered. Funds are available for each item as noted, either using additional revenues, identified savings or re-budgeting of last year's funds (fund balance carryforward).

FINANCIAL INFORMATION: The total of this budget amendment is a net decrease of \$61,863,442 for a new budget total of \$497,505,711. The budgeted financial contingency remains in place in each operating fund as required by policy.

LEGAL INFORMATION: Approved as to form by the Interim City Attorney, 3-15-16

STAFF RECOMMENDATION: Submitted by OMB to the City Manager on behalf of the various city departments. Staff recommends approval.

SPECIAL CONSIDERATION: There are very few staffing requests in this budget amendment and the various funding requests can be placed in one of several categories: VGTI costs, Delayed (re-budgeting) items, Strategic Plan items, Police Programs, Safety and Maintenance issues and Budget Corrections / Updates.

Available funding sources are either the drawdown of the fund's budgeted contingency or in many cases, the Cash Carryforward balance from the prior year exceeded the projection. As addressed at the Winter Retreat, the General Fund generated a surplus in FY 2014-15 of ±\$2.9 million. Also, a few budgeted revenues are being increased as they are expected to exceed the original budget.

Staffing - The MIS Department is requesting two positions. One FTE will be funded by an annual transfer from the Utility fund to support their programs. The Utility Department reduced one position to generate the funding for the transfer (\$54,750 utility funded). The other new MIS position is for overall Technology Security (\$86,000 cost). In the HR Department, a grant funded part-time position is reaching the end of the available program and the position is needed to maintain the records of the department (\$15,000 cost). The Procurement Management Department is requesting a slight upgrade to a part-time position of 0.15 FTE to assist with the department's workload (\$5,222 cost). The Finance Department needs to increase a part-time position to full time for the work associated with the Pension Plan and will be receiving from the pension plan for administration effort (\$54,787 cost with funding source).

VGTI – This failed economic investment will have higher costs in this fiscal year than was originally projected. One, because of the higher costs associated with the court approved receiver (\$2,367,407) and two, because the replenishing of the debt reserve account was delayed from the prior year (\$1,963,327).

Items Delayed from prior year – Some of the VGTI cost also falls into this category, but two vehicles in the Parks & Recreation Department (\$141,997) were budgeted and ordered last year, but their delivery was delayed to this year causing funds unspent in last year and the need to re-budget this year. Also several projects in the Road CIP Fund and Stormwater Fund are in this situation and will be re-budgeted using additional cash carryforward.

Strategic Plan – Several items are being requested to continue progress on the City's Strategic Plan such as the communications upgrade in the Council Chambers (\$51,500) and the enhancements to TV-20 programming (\$27,000). Also, the MIS Department is taking steps to improvement the internet system (\$125,580).

Police Programs – There are requests totaling \$272,696 for the Police Department within the General Fund. Most of that is funded by grants (ex. FIND grant for the boatlift, \$25,000) and donations (\$96,571 of remaining funds from prior year for K9 facility). Also in the Police Impact Fee fund, \$38,270 in available funds are being requested for approved equipment. And the Forfeiture Fund is funding equipment and projects costing \$103,494. Additional

Safety and Maintenance Items – The Parks & Recreation Department has requests totaling \$252,379 that are related to maintenance and safety. The department recently found issues with equipment that were decayed and requires immediate replacement. Some of these requests were delayed from the prior year and thus are using the additional cash carryforward in the General Fund.

Budget Corrections / Updates – the remaining items would fall into the category of budget corrections and / or updates. Examples are the reduction toward Digital Domain annual debt (\$355,000 savings to General Fund), the additional cost of

outside legal firms (\$900,000) and the search firm (\$334,250 cost to General Fund) and the required \$1 million in transfers from the various operating budgets for the Employee Health Plan (\$555,437 impact to the General Fund). The largest item in this amendment is the adjustment to the Crosstown Parkway Capital Fund (\$87,595,000). The cost of the bridge was budgeted in the current year because it was anticipated that the contract would not get awarded and encumbered last year. However, the contract was encumbered prior to end of the year which charged it against last year's budget. This item must be eliminated from the current year budget.

PRESENTATION INFORMATION: Powerpoint Presentation is available

REQUESTED MEETING DATE: 3/28/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: Ordinance and Schedule of Requested Updates

RECEIVED

MAR 16 2016

CITY MANAGER'S OFFICE

ORDINANCE 16-17

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

THE CITY OF PORT ST. LUCIE HEREBY ORDAINS:

Section 1. The budget of the City of Port St. Lucie, Florida, for the year 2015-16 be amended by increasing and/or decreasing various line items as set out in the schedule attached hereto consisting of 20 pages and made a part hereto and designated as 2015-16 Budget Amendment #1 and that the City Manager and Director of Office of Management and Budget are hereby instructed and directed to transfer said funds to said accounts and to increase and/or decrease said accounts in conformity with said schedule.

Section 2. This Ordinance shall become effective ten (10) days after it's final adoption.

PASSED AND APPROVED BY THE City Council of the City of Port St. Lucie, Florida, this _____ day of _____, 2016.

ATTEST

CITY COUNCIL
CITY OF PORT ST. LUCIE

BY: _____
Gregory J. Oravec, Mayor

Karen A. Phillips, City Clerk

APPROVED AS TO FORM: _____
Interim City Attorney

**CITY OF PORT ST. LUCIE
BUDGET AMENDMENT - #1
FY 2015-16**

**** GENERAL OPERATING FUND - #001 ****

	Expenses	Revenues
(A) Interfund Transfer -Decrease Interfund Transfer to the CRA #175 Fund (actual payment is less than budget) -Decrease Fund Balance/Cash Carryforward	\$ (97,061)	\$ (97,061)
(B) Interfund Transfer -Increase Interfund Transfer to the CRA #178 Fund (actual payment is greater than Budget) -Increase State Revenue Sharing (projected revenue is greater than budget)	5,012	5,012
(C) Interfund Transfer -Decrease Interfund transfer to the #142 Debt Service Fund - Digital Domain (reduce General Fund Transfer based on final cost of bonds and use of the cash funded debt reserve) -Decrease Fund Balance/Cash Carryforward	(355,000)	(355,000)
(D) General Government -#1900 -Increase Other Contractual Services (Communications upgrade to City Council Chambers) -Increase Fund Balance/Cash Carryforward (additional fund balance from prior year)	51,500	51,500
(E) Human Resources - #1310 -Increase Salaries and Benefits (HR Director received 10% greater than adopted budget) -Increase State Revenue Sharing (projected revenue is greater than budget)	1,937	1,937
(F) Legal Department - #1400 -Increase Professional Services (increase professional services for outside legal services) -Increase Fund Balance/Cash Carryforward (additional cash carryforward from prior year)	900,000	900,000
(G) Economic Development #5520 -Increase Professional Services (building operations, including property management fees for VGTI for 8 months) -Increase Professional Services (Real Estate, forensic analysis, recovery and administrative fees for VGTI) -Increase Professional Services (TD Bank/Trustee for the bondholders - Attorney's Fees and Expenses) -Increase Professional Services (travel, legal and E&O Insurance for 8 months) -Increase Professional Services (2015 Property Taxes) -Increase Insurance (building insurance paid twice per year) -Decrease General Government Miscellaneous line items (several maintenance items were originally budgeted in the General Government #1900 Account) -Increase Fund Balance/Cash Carryforward (additional fund balance from prior year)	954,000 928,600 213,500 234,000 215,098 259,034 (436,825)	2,367,407

**CITY OF PORT ST. LUCIE
BUDGET AMENDMENT - #1
FY 2015-16**

<p>(H) Economic Development #5520 -Increase Replenish Debt (City is required to replenish the debt service reserve account held by the VGTI Trustee) -Increase Fund Balance/Cash Carryforward (additional fund balance from prior year - received revenues in prior year)</p>	<p>1,963,327</p>	<p>1,963,327</p>
<p>(I) General Government - #1900 -Decrease Principal (debt will be paid out of General Fund Economic Development cost center - #5520) -Increase Master Lease Payments/VGTI - #5520 -Decrease Interest (debt will be paid out of General Fund Economic Development cost center - #5520) -Increase Master Lease Payments/VGTI - #5520</p>	<p>(1,130,000) 1,130,000 (3,012,613) 3,012,613</p>	
<p>(J) Human Resources -#1310 -Increase FTE's by .50 plus salaries and benefits (part-time secretary position) -Increase State Revenue Sharing (projected revenue is greater than budget)</p>	<p>15,000</p>	<p>15,000</p>
<p>(K) Procurement Management Division - #1335 -Increase FTE's by .15 plus salaries and benefits (additional hours needed due to demand of getting bids completed) -Increase State Revenue Sharing (projected revenue is greater than budget)</p>	<p>5,222</p>	<p>5,222</p>
<p>(L) Parks and Recreation - Community Center #7201 -Increase Insurance - Rental Insurance (requiring customers who rent the Community Center purchase insurance for rental) -NTX and TX Community Center Rental - Ancillary Revenue</p>	<p>12,000</p>	<p>12,000</p>
<p>(M) Parks and Recreation - Parks #7210 -Increase Other Contractual Services - Lyngate Park Basketball court repair and fencing (surfacing and striping of repaired basketball court areas and basketball court equipment) -Increase State Revenue Sharing (projected revenue is greater than budget)</p>	<p>27,954</p>	<p>27,954</p>
<p>(N) Communications - #1311 -Increase Communications (AT&T U-Verse) -Increase State Revenue Sharing (projected revenue is greater than budget)</p>	<p>12,000</p>	<p>12,000</p>
<p>(O) Communications - #1311 -Increase Other Contractual Services (live shoots from Community Center) -Increase State Revenue Sharing (projected revenue is greater than budget)</p>	<p>15,000</p>	<p>15,000</p>

**CITY OF PORT ST. LUCIE
BUDGET AMENDMENT - #1
FY 2015-16**

<p>(P) MIS Department - #1320 -Increase Communications (increased monthly internet service charges for reliability) -Increase Fund Balance/Cash Carryforward (additional fund balance from prior year)</p>	<p>38,000</p> <hr/> <p>38,000</p>
<p>(Q) General Government - #1900 -Increase Repair and Maintenance - Equipment (A/C emergency repair on Bldg. "A" air conditioner) -Increase State Revenue Sharing (projected revenue is greater than budget)</p>	<p>20,273</p> <hr/> <p>20,273</p>
<p>(R) Parks and Recreation - Parks #7210 -Increase Vehicles (re-budget Ford F550 Boom Lift Truck) -Increase Fund Balance/Cash Carryforward (additional fund balance from prior year)</p>	<p>114,488</p> <hr/> <p>114,488</p>
<p>(S) Parks and Recreation - Recreation #7200 -Increase Vehicles (re-budget Transit Van that was budget in 14-15) -Increase Fund Balance/Cash Carryforward (additional fund balance from prior year)</p>	<p>27,509</p> <hr/> <p>27,509</p>
<p>(T) Interfund Transfer -Increase Interfund to the Transfer Medical Insurance Fund #605 (transfer needed to cover increase in medical claims) -Increase Fund Balance/Cash Carryforward (additional fund balance from prior year)</p>	<p>555,437</p> <hr/> <p>555,437</p>
<p>(U) Civic Center - #7500 -Increase Repair and Maintenance of Equipment (re-budget retrofit of Civic Center Generators - budgeted in 14-15) -Increase Fund Balance/Cash Carryforward (additional fund balance from prior year)</p>	<p>110,000</p> <hr/> <p>110,000</p>
<p>(V) Parks and Recreation - Civic Center Maintenance #7501 -Add one full-time position by deleting two part-time positions, a decrease of .30 FTE's (taking two part-times and creating one full-time position, savings in salaries due to vacancies) -No Dollar Impact to Revenues</p>	<p>-</p> <hr/> <p>-</p>
<p>(W) Parks and Recreation - Minsky Gym #7202 -Increase Repair and Maintenance (removal of old fence and installation of new fencing) -Increase State Revenue Sharing (projected revenue is greater than budget)</p>	<p>2,900</p> <hr/> <p>2,900</p>

**CITY OF PORT ST. LUCIE
BUDGET AMENDMENT - #1
FY 2015-16**

<p>(X) Finance Department - #1300 -Increase FTE's by .50, plus salaries and benefits (Office Assistant) (taking part-time position to full-time to help with Pension Plan workload) -Increase Pension Plan Revenue (pension board agreed to pay \$4,500 per month for administrative use)</p>	<p>54,787</p>	<p>54,787</p>
<p>(Y) Parks and Recreation - Parks #7210 -Increase Other Contractual Services (re-budget painting of six sheds) -Increase State Revenue Sharing (projected revenue is greater than budget)</p>	<p>5,800</p>	<p>5,800</p>
<p>(Z) Parks and Recreation - Parks# 7210 -Increase Improvements other than Buildings (re-budget Park Lights and Electric Lights for Park Security) -Increase Fund Balance/Cash Carryforward (additional fund balance from prior years)</p>	<p>40,000</p>	<p>40,000</p>
<p>(AA) Parks and Recreation - Parks#7210 -Increase Other Contractual Services (Sportsman's West Football goal replacement (goals and installation) -Increase Fund Balance/Cash Carryforward (additional fund balance from prior years)</p>	<p>20,000</p>	<p>20,000</p>
<p>(AB) MIS Department - #1320 -Increase Professional Services (one-time expense for the transition of upgrading internet services) -Increase State Revenue Sharing (projected revenue is greater than budget)</p>	<p>16,187</p>	<p>16,187</p>
<p>(AC) MIS Department - #1320 -Increase Office Equipment (one-time expense for the transition of upgrading internet services) -Increase Fund Balance/Cash Carryforward (additional fund balance from prior years)</p>	<p>71,393</p>	<p>71,393</p>
<p>(AD) MIS Department - #1320 -Increase Interfund Transfer from the Utility Operating Fund #431 (transfer of funds to cover new fte for security) -Increase FTE's by 1.00, plus salaries and benefits (adding security position for security system)</p>	<p>54,750</p>	<p>54,750</p>
<p>(AE) Parks and Recreation - Parks #7210 -Increase Improvements other than Building (replace football goals at Whispering Pines Park) -Increase State Revenue Sharing (projected revenue is greater than budget)</p>	<p>20,000</p>	<p>20,000</p>

**CITY OF PORT ST. LUCIE
BUDGET AMENDMENT - #1
FY 2015-16**

<p>(AF) Parks and Recreation - Parks #7210 -Increase Improvements other than Building (replace tennis net standards at Whispering Pines Park) -Increase State Revenue Sharing (projected revenue is greater than budget)</p>	<p>16,000</p>	<p>16,000</p>
<p>(AG) Parks and Recreation - Parks #7210 -Increase Improvements other than Building (Lyngate Park baseball fencing) -Increase State Revenue Sharing (projected revenue is greater than budget)</p>	<p>10,400</p>	<p>10,400</p>
<p>(AH) Parks and Recreation - Parks #7210 -Increase Overtime (additional overtime needed for personnel out on medical leave) -Increase State Revenue Sharing (projected revenue is greater than budget)</p>	<p>10,000</p>	<p>10,000</p>
<p>(AI) Parks and Recreation - Parks #7210 -Increase Special Pay (incentive pay for police officers charged to Parks Department) -Increase State Revenue Sharing (projected revenue is greater than budget)</p>	<p>2,000</p>	<p>2,000</p>
<p>(AJ) Parks and Recreation - Parks #7210 -Increase Repair and Maintenance (additional monies needed to cover repair and maintenance of equipment) -Increase State Revenue Sharing (projected revenue is greater than budget)</p>	<p>10,000</p>	<p>10,000</p>
<p>(AK) Police Department - Criminal Investigations #2115 -Increase Overtime (Overtime reimbursement by U.S. Marshall) -Increase State Revenue Sharing (projected revenue is greater than budget)</p>	<p>5,735</p>	<p>5,735</p>
<p>(AL) Police Department - Neighborhood Policing #2130 -Increase Operating Supplies (unspent funds from the prior year for various K-9 Equipment) -Increase Fund Balance/Cash Carryforward (additional fund balance from prior year)</p>	<p>1,887</p>	<p>1,887</p>
<p>(AM) Police Department - Neighborhood Policing #2130 - Project #1601 -Increase Office Supplies (grant to purchase flashlight system and UCI cameras for Patrol) -Increase Justice Assistance Grant (JAG) - Federal (grant award)</p>	<p>24,468</p>	<p>24,468</p>

**CITY OF PORT ST. LUCIE
BUDGET AMENDMENT - #1
FY 2015-16**

(AN) Police Department - Neighborhood Policing #2130 - Project #1608		
-Increase Office Supplies (grant to purchase 165 wireless handheld microphones for Patrol)	31,363	
-Increase Justice Assistance Grant (JAG) - FDLE/State (grant award)		31,363
<hr/>		
(AO) Police Department - VOCA/Domestic Violence Grant #2123		
-Increase Contingency (position already budgeted in FY 15-16)	87,672	
-Increase Victims of Crime Advocate (VOCA) Grant (grant award)		87,672
<hr/>		
(AP) Police Department - Neighborhood Policing #2130 - Project #Y1602		
-Increase Improvements other than Buildings (constructing of a boatlift & dock at Canal Park for Patrol Marine Unit)	25,000	
-Increase FIND Grant (grant award)		25,000
<hr/>		
(AQ) Police Department - Neighborhood Policing #2130		
-Increase Miscellaneous Line Items (K-9 Training Facility)	96,571	
-Decrease Contingency (K-9 facility funding is currently budgeted in the General Fund Contingency)	(96,571)	
<hr/>		
(AR) Finance Department - #1300		
-Increase Office Furniture and Equipment (purchase of fax machine to electronically file code liens, building liens with the Clerk of C. Court)	2,600	
-Decrease Nuisance Abatement Fees	(2,600)	
<hr/>		
(AS) Communications Department - #1311		
-Increase Salaries and Benefits (long-term employee received payout)	85,746	
-Increase Fund Balance/Cash Carryforward (additional fund balance from prior year)		85,746
<hr/>		
(AT) Parks and Recreation - #7210		
-Increase other than Contractual Services (Lyngate Dog Park Facility ADA Compliance)	37,279	
-Increase Fund Balance/Cash Carryforward (additional fund balance from prior year)		37,279
<hr/>		
(AU) MIS Department - #1320		
-Increase FTE by 1.00, plus salaries and benefits (Information Technology Security Manager (ITSM) for organization's entire security posture)	78,000	
-Increase Operating and Capital Outlay (software Licensing, workstation, tablet, desk, chair and office supplies)	8,000	
-Increase Fund Balance/Cash Carryforward (additional fund balance from prior year)		86,000
<hr/>		

**CITY OF PORT ST. LUCIE
BUDGET AMENDMENT - #1
FY 2015-16**

(AV) Legal Department - #1400		
-Increase Professional Services (search firm costs/hiring a new City Attorney)	24,250	
-Increase Travel Expenses	10,000	
-Increase Fund Balance/Cash Carryforward (additional fund balance from prior year)		34,250
(AW) Parks and Recreation - Recreation Division #7201		
-Increase Other Contractual Services (General Population Needs Assessment - Goal "5" Strategic Plan/Leisure Needs Analysis)	17,500	
-Increase Fund Balance/Cash Carryforward (additional fund balance from prior year)		17,500
(AX) Communications - #1311		
-Increase Salaries and Benefits for Communications Director Position (increase is needed based on prior payout of previous Director and new salary of \$100,000)	57,603	
-Increase Fund Balance/Cash Carryforward (additional fund balance from prior year)		57,603
(AY) Communications - #1311		
-Increase Professional Services (consultant required to help in Public Relations in the Communications Department)	25,000	
-Increase Fund Balance/Cash Carryforward (additional fund balance from prior year)		25,000
(AZ) Communications - #1311		
-Increase Professional Services (additional overtime required for evening and weekend meetings/events)	6,700	
-Increase Fund Balance/Cash Carryforward (additional fund balance from prior year)		6,700
BUDGET AMENDMENT TOTAL - FUND #001:	\$ 6,650,425	\$ 6,650,425

****ROAD & BRIDGE OPERATING FUND #104****

	Expenses	Revenues
(A) Interfund Transfers		
-Increase Interfund Transfer to the CRA #175 Fund (actual payment is greater than budget)	\$ 3,768	
-Decrease Contingency	(3,768)	
(B) Interfund Transfers		
-Increase Interfund Transfer to the CRA #175 Fund (actual payment is greater than budget)	356	
-Decrease Contingency	(356)	
(C) Interfund Transfer		
-Increase Interfund Transfer to the Medical Insurance Fund #605 (transfer needed to cover increase in medical claims)	44,411	
-Decrease Contingency	(44,411)	
(D) Contingency		
-Decrease Fund Balance/Cash Carryforward (cash carryforward amount is less than budget)		(131,168)

**CITY OF PORT ST. LUCIE
BUDGET AMENDMENT - #1
FY 2015-16**

-Decrease Contingency	(131,168)	
(E) Greenbelt and Waterway Maintenance #4127		
-Increase Citywide Median Mowing (additional costs associated with re-bid contract)	100,000	
-Decrease Contingency	(100,000)	
(F) Greenbelt and Waterway Maintenance #4127		
-Increase Irrigation Maintenance (additional costs associated with re-bid contract)	15,000	
-Decrease Contingency	(15,000)	
(G) Street Maintenance #4125		
-Increase Other Contractual Services (repair outlets for citywide holiday lights and employee overtime for maintenance)	5,000	
-Increase Donations - SLW Holiday Lights		5,000
(H) Interfund Transfer		
-Increase Interfund Transfer from the Utility Operating Fund #431 (transfer needed for LS fiber at Grove Park)		4,300
-Increase Other Contractual Services - Traffic Division #4121	4,300	
BUDGET AMENDMENT TOTAL - FUND #104	\$ (121,868)	\$ (121,868)

LAW ENFORCEMENT IMPACT FEE FUND #109

	Expenses	Revenues
(A) Police Department - Community Services #2015		
-Increase Computers and Computer Hardware (purchase of (5) Tablet Docks)	\$ 525	
-Decrease Contingency	(525)	
(B) Police Department - Neighborhood Police Bureau Traffic Unit #2139		
-Increase Office Supplies (purchase of misc. equipment for Traffic Unit)	200	
-Decrease Contingency	(200)	
(C) Police Department - Neighborhood Police Bureau Traffic Unit #2139		
-Increase Office Furniture and Equipment (purchase of (5) Tasers)	2,700	
-Decrease Contingency	(2,700)	
(D) Police Department - Neighborhood Police Bureau Traffic Unit #2139		
-Increase Office Equipment (purchase of (5) tablets and laptops)	14,845	
-Decrease Contingency	(14,845)	
(E) Police Department - Neighborhood Police Bureau Traffic Unit #2139		
-Increase Machinery and Equipment - Heavy (purchase of (5) weapons, radios, lasers and radars)	20,000	
-Decrease Contingency	(20,000)	
BUDGET AMENDMENT TOTAL - FUND #109	\$	\$

**CITY OF PORT ST. LUCIE
BUDGET AMENDMENT - #1
FY 2015-16**

******BUILDING FUND #110******

(A) Bldg. Permitting		
-Increase Printing and Binding (increase Scanning to accelerate scanning by 85% of paper documents)	\$ 80,000	
-Decrease Contingency	(80,000)	
<hr/>		
(B) Bldg. Administration		
-Increase Repair and Maintenance of Building (solicit an assessment form professionals to remediate the air quality problems in Bldg. "B")	80,000	
-Decrease Contingency	(80,000)	
<hr/>		
(C) Bldg. Administration		
-Increase Professional Services (cost to pursue Accreditation through the International Accreditation Service and Inter. Code Council)	20,000	
-Decrease Contingency	(20,000)	
<hr/>		
(D) Interfund Transfer		
-Increase Interfund Transfer to the Medical Insurance Fund #605 (transfer needed to cover increase in medical claims)	41,773	
-Increase Fund Balance/Cash Carryforward (additional fund balance from prior year)		41,773
<hr/>		
(E) Rental Income		
-Increase Rental Income Revenue (rental expense in other funds is greater than revenue budgeted in the Building Fund)		33,000
-Increase Contingency	33,000	
<hr/>		
BUDGET AMENDMENT TOTAL - FUND #110	\$ 74,773	\$ 74,773

******NEIGHBORHOOD STABILIZATION #3 FUND #114******

(A) Economic Environment Projects and Administration #5500/#5510		
-Decrease Other Current Charges and Obligations - repair and rehab. (actual grant is less than budgeted)	\$ (80,006)	
-Increase Other Current Charges and Obligations - Admin. \$'s	9,309	
-Decrease NSP Grant Revenue (actual grant is less than budgeted)		(75,514)
-Increase Fund Balance/Cash Carryforward (additional fund balance from prior year)		4,817
<hr/>		
BUDGET AMENDMENT TOTAL - FUND #114	\$ (70,697)	\$ (70,697)

**CITY OF PORT ST. LUCIE
BUDGET AMENDMENT - #1
FY 2015-16**

******NEIGHBORHOOD STABILIZATION #3 FUND #116******

(A) Economic Environment Projects and Administration #5500/#5510		
-Decrease Other Contractual Services (actual grant is less than budgeted)	\$ (359,055)	
-Decrease Other Current Charges and Obligations	(44,371)	
-Decrease NSP Grant Revenue		(500,000)
-Increase Fund Balance/Cash Carryforward (additional fund balance from prior year)		96,574
BUDGET AMENDMENT TOTAL - FUND #116	\$ (403,426)	\$ (403,426)

******COMMUNITY DEVELOPMENT BLOCK GRANT FUND #118******

(A) C.D.B.G. Projects and Administration #5900/#5910		
-Decrease Traffic Control/Traffic Signals - Darwin Hawks	\$ (185,110)	
-Increase Traffic Control/Traffic Signals - Tunis Hawks	5,324	
-Increase Improvements other than Bldg. - Community Garden	32,063	
-Increase Repair and Rehab.	(144,828)	
-Decrease Other Current Charges and Obligations - Administrative Costs	(4,095)	
-Decrease Grant Revenue		(296,646)
BUDGET AMENDMENT TOTAL - FUND #118	\$ (296,646)	\$ (296,646)

******STATE HOUSING INITIATIVE PARTNERSHIP (S.H.I.P.) FUND #119******

(A) S.H.I.P. Projects and Administration #5500/#5510		
-Decrease Other Current Charges and Obligation (repair and rehab)	\$ (141,228)	
-Increase Operating Expense (Admin \$'s)	9,559	
-Increase SHIP Grant Revenue (additional Grant Revenue)		307,173
-Decrease Fund Balance/Cash Carryforward (actual fund balance is less than budget)		(438,842)
BUDGET AMENDMENT TOTAL - FUND #119	\$ (131,669)	\$ (131,669)

******USA 3 & 4 COLLECION FUND #122******

(A) Interfund Transfer		
-Increase Interfund Transfer to the Utilities Renewal & Replacement Fund #438 (installation of pig launchers and pigging lines using USA 3 & 4 excess funds)	\$ 420,000	
-Decrease Contingency	(420,000)	
BUDGET AMENDMENT TOTAL - FUND #122	\$	\$

**CITY OF PORT ST. LUCIE
BUDGET AMENDMENT - #1
FY 2015-16**

******WYNDCREST - DIGITAL DOMAIN FUND - #142******

	Expenses	Revenues
(A) Interfund Transfer		
-Decrease Interfund Transfer from the General Fund #001 (reduce transfer based on use of cash funded reserve)		\$ (355,000)
-Increase Fund Balance/Cash Carryforward (additional fund balance from prior year)		355,000
(B) Non-Departmental		
-Increase Principal and Interest (actual payment is greater than budget - retire bonds with sales proceeds)	13,605,278	
-Increase Fund Balance/Cash Carryforward (additional fund balance due to sale of facility in prior year)		13,605,278
BUDGET AMENDMENT TOTAL - FUND #142	\$ 13,605,278	\$ 13,605,278

******SOUTH LENNARD SAD FUND #150******

	Expenses	Revenues
(A) Interfund Transfer		
-Increase Interfund Transfer to the General CIP Fund #301 (transfer needed to cover the expansion of the existing boardwalk at Riverwalk)	\$ 268,196	
-Reduce Contingency	(268,196)	
BUDGET AMENDMENT TOTAL - FUND #150	\$ -	\$ -

******RIVER POINT SAD FUND - #151******

	Expenses	Revenues
(A) Interfund Transfer		
-Increase Interfund Transfer to the General CIP Fund #301 (transfer needed to cover the expansion of the existing boardwalk at Riverwalk)	\$ 234,130	
-Reduce Contingency	(234,130)	
BUDGET AMENDMENT TOTAL - FUND #151	\$ -	\$ -

******COMMUNITY REDEVELOPMENT AGENCY FUND - #175******

	Expenses	Revenues
(A) Interfund Transfer		
-Decrease Interfund Transfer from the General Fund #001 (actual payment is less than Budget)		\$ (97,061)
-Decrease Contingency	\$ (97,061)	
(B) Interfund Transfer		
-Increase Interfund Transfer from the Road and Bridge Fund #104 (actual payment is greater than budget)		3,768
-Increase Contingency	3,768	
(C) CRA Revenue		
-Increase Shared Revenue - St. Lucie County General Fund		47,544
-Decrease Shared Revenue - St. Lucie County Fine & Forfeiture (actual payment is greater than budget)		(2,022)
-Increase Contingency	45,522	

**CITY OF PORT ST. LUCIE
BUDGET AMENDMENT - #1
FY 2015-16**

(D) Interfund Transfer		
-Increase Interfund Transfer to the Medical Insurance Fund #605 (transfer needed to cover increase in medical claims)	513	
-Increase Fund Balance/Cash Carryforward (additional fund balance from prior year)		513
BUDGET AMENDMENT TOTAL - FUND #175:		\$ (47,258)

******COMMUNITY REDEVELOPMENT AGENCY SOUTHERN GROVE FUND - #178******

	Expenses	Revenues
(A) Interfund Transfer		
-Increase Interfund Transfer from the General Fund #001 (actual payment is greater than Budget)		\$ 5,378
-Increase Other Current Charges (payment to Southern Grove)	\$ 5,378	
(B) CRA Revenue		
-Increase Shared Revenue - St. Lucie County General Fund (actual payment is greater than budget)		5,375
-Increase Other Current Charges (payment to Southern Grove)	5,375	
BUDGET AMENDMENT TOTAL - FUND #178:		\$ 10,753

******GENERAL CAPITAL IMPROVEMENT FUND #301**

	Expenses	Revenues
(A) Interfund Transfer		
-Increase Interfund Transfer from the Lennard Road SAD Fund #150 (transfer to cover the Riverwalk Boardwalk & Westmoreland Park)		\$ 268,196
-Increase Interfund Transfer from the River Pointe SAD Fund #151 (transfer to cover the Riverwalk Boardwalk & Westmoreland Park)		234,130
-Increase Professional Services (Riverwalk Project)	502,326	
BUDGET AMENDMENT TOTAL - FUND #301:		\$ 502,326

****** ROAD AND BRIDGE CAPITAL IMPROVEMENT FUND - #304 ******

	Expenses	Revenues
(A) Interfund Transfer		
-Decrease Interfund transfer to the CRA #175 Fund (transfer not needed, millage moved to the General Fund)	\$ (71,654)	
-Increase Contingency	71,654	
(B) Engineering Operations #4105		
-Increase Improvements other than Buildings - Professional Services (design of a signalized intersection at SW California Blvd. and SW Del Rio Blvd.)	25,000	
-Increase Fund Balance/Cash Carryforward (additional fund balance from prior year)		\$ 25,000

**CITY OF PORT ST. LUCIE
BUDGET AMENDMENT - #1
FY 2015-16**

(C) Engineering Operations #4105 -Increase Improvements other than Buildings - Professional Services (design for two parking lots on Crosstown Parkway) -Increase Fund Balance/Cash Carryforward (additional fund balance from prior year)	30,000	30,000
(D) Engineering Operations #4105 Project # Y1420 -Increase Improvements other than Buildings (re-budget City Funded Sidewalk Program) -Increase Fund Balance/Cash Carryforward (additional fund balance from prior year)	836,088	836,088
(E) Engineering Operations #4105 Project # Y1334 -Increase Improvements other than Buildings (US 1 Bus Shelters) -Increase JPA Grant (supplemental JPA agreement)	550,000	550,000
(F) Traffic Control and Improvements #4121 -Increase Bridge Repair (Southbend Boulevard Bridge Beautification Project) -Increase Fund Balance/Cash Carryforward (additional fund balance from prior year)	155,000	155,000
(G) Traffic Control and Improvements #4121 -Increase Roadways - Professional Services (establish study boundary for traffic calming options for Carter Ave.) -Increase Fund Balance/Cash Carryforward (additional fund balance from prior year)	30,000	30,000
(H) Traffic Control and Improvements #4121 -Increase Roadways - Professional Services (California-Del Rio converting the stop controlled intersection to a signalized intersection) -Increase Fund Balance/Cash Carryforward (additional fund balance from prior year)	180,000	180,000
(I) Traffic Control and Improvements #4121 -Increase Roadways - Professional Services (PSL Blvd. redesigned from Darwin to Cairo ave., conversion to curb and gutter and sidewalk) -Increase Fund Balance/Cash Carryforward (additional fund balance from prior year)	500,000	500,000
(J) Traffic Control and Improvements #4121 Project # Y26028 -Increase Land (proposed roundabout at the Bayshore & Selvitz intersection requires additional ROW for construction) -Increase Fund Balance/Cash Carryforward (additional fund balance from prior year)	70,000	70,000
(K) Traffic Control and Improvements #4121 -Decrease Buildings (the City is selling U.S. 1 Building, funds are not needed for building improvements) -Increase Buildings (improvements will be made the building at Thornhill and Dwyer)	(100,000) 100,000	

**CITY OF PORT ST. LUCIE
BUDGET AMENDMENT - #1
FY 2015-16**

(L) Engineering Operations #4105		
-Increase Land (acquisition of a property which was obtained through eminent domain for the Becker Road Widening Project)	35,000	
-Increase Fund Balance/Cash Carryforward (additional fund balance from prior year)		35,000
(M) Engineering Road and Street Facilities - Streets #4125		
-Increase Improvements other than Buildings (entry feature signs)	17,525	
-Increase Fund Balance/Cash Carryforward (additional fund balance from prior year)		17,525
(N) Engineering Traffic Control and Improvements - #4121		
-Increase Other Contractual Services (additional monies needed for Contract Application of Thermoplastic & Road Striping - 8 school zones)	50,000	
-Increase Fund Balance/Cash Carryforward (additional fund balance from prior year)		50,000
BUDGET AMENDMENT TOTAL - FUND #304:	\$ 2,478,613	\$ 2,478,613

*****CROSTOWN PARKWAY FUND #314**

	<u>Expenses</u>	<u>Revenues</u>
(A) Road & Street Facilities - Engineering Operations		
-Decrease Bridges (Funding was encumbered in FY 14-15 after 15-16 budget was approved by Council)	\$ (87,595,000)	
-Decrease Bond Proceeds		(16,000,000)
-Decrease Grant Revenue		(71,595,000)
BUDGET AMENDMENT TOTAL - FUND #314:	\$ (87,595,000)	\$ (87,595,000)

****** STORMWATER UTILITY FUND #401******

	<u>Expenses</u>	<u>Revenues</u>
(A) Interfund Transfer		
-Increase Other Contractual Services (Blackwell Pumpstaion Rehab)	\$ 900,000	
-Increase Fund Balance/Cash Carryforward (additional fund balance from prior year)		\$ 900,000
(B) Interfund Transfer		
-Increase Interfund Transfer to the Medical Insurance Fund #605 (transfer needed to cover increase in medical claims)	77,589	
-Increase Fund Balance/Cash Carryforward (additional fund balance from prior year)		77,589
(C) Greenbelt & Waterway Maintenance - #4127		
-Increase Irrigation Control Maintenance (Eastlake Village added additional irrigation zones; maintenance and repair associated with added zones)	15,000	
-Increase Fund Balance/Cash Carryforward (additional fund balance from prior year)		15,000
(D) Street and Drainage - #4126		
-Increase Other Contractual Services (SFWMD monitoring and data logger maintenance for Elks-Cane Slough & Lennard Square)	27,000	
-Increase Fund Balance/Cash Carryforward (additional fund balance from prior year)		27,000

**CITY OF PORT ST. LUCIE
BUDGET AMENDMENT - #1
FY 2015-16**

<p>(E) Engineering Operations - #4105 Project #92013 -Increase Professional Services (Water Quality Testing for EWIP Cane Slough) -Increase Fund Balance/Cash Carryforward (additional fund balance from prior year)</p>	<p>124,078</p>	<p>124,078</p>
<p>(F) Street and Drainage - #4126 Project #Y1514 -Decrease Roadways-Professional Services (Veteran's Memorial Water Quality Project) -Decrease SLRIT Grant -Increase Contingency</p>	<p>(886,970)</p> <p>511,970</p>	<p>(375,000)</p>
<p>(G) Street and Drainage - #4126 -Increase other Contractual Services (Walters Terrace Drainage Repair - failed canal bank within the D-12 right-of-way) -Increase Fund Balance/Cash Carryforward (additional fund balance from prior year)</p>	<p>450,000</p>	<p>450,000</p>
<p>(H) Street and Drainage - #4126 -Increase other Contractual Services (C-105 Outfall Repairs - repairs to existing control structure within the C-105 right-of-way) -Increase Fund Balance/Cash Carryforward (additional fund balance from prior year)</p>	<p>425,000</p>	<p>425,000</p>
<p>(I) Greenbelt and Waterway Maintenance #4127 - Project #Y1227 -Increase Improvements other than Buildings (structural repairs to control structure including automation to remotely operate control gates) -Increase Fund Balance/Cash Carryforward (additional fund balance from prior year)</p>	<p>800,000</p>	<p>800,000</p>
<p>(J) Greenbelt and Waterway Maintenance #4127 -Increase Improvements other than Buildings (Tiffany/Blackwell Structure Improvements - Emergency Repair to #SWWW1 structure) -Increase Fund Balance/Cash Carryforward (additional fund balance from prior year)</p>	<p>70,000</p>	<p>70,000</p>
<p>(K) Greenbelt and Waterway Maintenance #4127 -Increase Citywide Tree Removal (Pepper Tree Eradication - eradicate exotic vegetation encroaching on right-of-way) -Increase Fund Balance/Cash Carryforward (additional fund balance from prior year)</p>	<p>100,000</p>	<p>100,000</p>
<p>(L) Greenbelt and Waterway Maintenance #4127 -Increase Land Purchase (Property Acquisition-Elcam Waterway - provide maintenance access to a drainage structure) -Increase Fund Balance/Cash Carryforward (additional fund balance from prior year)</p>	<p>50,000</p>	<p>50,000</p>
<p>(M) Greenbelt and Waterway Maintenance #4127 -Increase Citywide Median Mowing (Median Maintenance - additional costs associated with contract re-bid) -Increase Fund Balance/Cash Carryforward (additional fund balance from prior year)</p>	<p>100,000</p>	<p>100,000</p>

**CITY OF PORT ST. LUCIE
BUDGET AMENDMENT - #1
FY 2015-16**

(N) Greenbelt and Waterway Maintenance #4127		
-Increase Greenbelt DROW (Canal Maintenance - manual labor to clear the DROW due to limited access with conventional equipment)	50,000	
-Increase Fund Balance/Cash Carryforward (additional fund balance from prior year)		50,000
BUDGET AMENDMENT TOTAL - FUND #401:		\$ 2,813,667

****EWIP FUND #403****

(A) Interfund Transfer		
-Decrease Interest Income		(5,000)
-Decrease Fund Balance Cash Carryforward (remaining balance of EWIP Fund was transferred to the Stormwater Fund #401 in 14-15)		(1,050,000)
-Decrease Other Contractual Services	(900,000)	
-Decrease Interfund Transfer into the Stormwater Fund #401	(155,000)	
BUDGET AMENDMENT TOTAL - FUND #403:		\$ (1,055,000)

****GOLF COURSE FUND #421****

(A) Interfund Transfer		
-Increase Interfund Transfer to the Medical Insurance Fund #605 (transfer needed to cover increase in medical claims)	\$ 8,662	
-Increase Fund Balance/Cash Carryforward (additional fund balance from prior year)		\$ 8,662
BUDGET AMENDMENT TOTAL - FUND #421:		\$ 8,662

****UTILITIES OPERATING FUND #431****

	Expenses	Revenues
(A) Interfund Transfer		
-Increase Interfund Transfer to the Medical Insurance Fund #605 (transfer needed to cover increase in medical claims)	\$ 257,575	
-Increase Fund Balance/Cash Carryforward (additional fund balance from prior year)		\$ 257,575
(B) Utility Customer Service - #1346		
-Increase Office Equipment (transfer needed to cover increase in medical claims - "Take a number" for customers)	15,000	
-Decrease Contingency	(15,000)	
(C) Utility Customer Service - #1346		
-Increase Intangible Assets (Avaya (AT&T) for customers at customer service, enable customer to leave call back number)	100,000	
-Decrease Contingency	(100,000)	

**CITY OF PORT ST. LUCIE
BUDGET AMENDMENT - #1
FY 2015-16**

(D) Utility Billing - #1347 -Increase Intangible Assets (summation 360 including IVR (Interactive Voice Response) and alerworks for CIS customers) -Decrease Contingency	60,000 (60,000)
(E) Utility Engineering - #1350 -Increase Other Contractual Services (quote to hire outside firm to scan files) -Decrease Contingency	35,000 (35,000)
(F) Utility Inflow and Infiltration- #3370 -Increase Safety Equipment (safety equipment for ADA employees) -Decrease Contingency	21,000 (21,000)
(G) Utility Lift station - #3380 -Increase Land (purchase land for lift station on Camden) -Decrease Contingency	7,000 (7,000)
(H) Utility R.O. Plant #3310 -Increase Repair and Maintenance of Building (construction of three offices at R.O. Plant) -Decrease Contingency	50,000 (50,000)
(I) Utility Lift station - #3380 -Increase Computers and Software (install network at Southport for Lift Station department) -Decrease Contingency	4,000 (4,000)
(J) Utility Lift station - #1340 -Increase Computers and Software (add server with 50 licenses for the Work Order Program) -Decrease Contingency	50,000 (50,000)
(K) Interfund Transfer -Increase Interfund Transfer to the Road and Bridge Fund #104 (fiber at Grove Park) -Decrease Contingency	4,300 (4,300)
(L) Interfund Transfer -Increase Interfund Transfer to the General Fund #001 (funding a position for MIS by deleting a position in the Utility Department) -Decrease FTE's, plus salaries and benefits in #1340 Utility Administration	54,750 (54,750)
BUDGET AMENDMENT TOTAL - FUND #431:	\$ 257,575 \$ 257,575

****UTILITIES WATER AND SEWER REPLACEMENT FUND #438****

(A) Westport Wastewater Plant #3512 -Increase Improvements other than Buildings (TAW Power Systems Groups - Emergency repairs to backup generator) -Decrease Contingency	\$ 29,880 (29,880)
--	---------------------------

**CITY OF PORT ST. LUCIE
BUDGET AMENDMENT - #1
FY 2015-16**

<p>(B) Water - Plant Operation #3310 -Increase Improvements other than Buildings (replace stand pipe/additional work needed after initial work was being performed) -Decrease Contingency</p>	<p>21,500 (21,500)</p>	
<p>(C) McCarty Ranch Water Plant #3314 -Increase Improvements other than Buildings (water control structure 9 replacement at McCarty Ranch) -Decrease Contingency</p>	<p>100,000 (100,000)</p>	
<p>(D) Water - Plant Operation #3310 -Increase Improvements other than Buildings (additional R.O. Plant repairs needed at this time) -Decrease Contingency</p>	<p>200,000 (200,000)</p>	
<p>(E) Utility - Liftstations - #3380 -Increase Improvements other than Buildings (installation of pig launchers and pigging lines using USA 3 & 4 excess funds) Interfund transfer in Fund 122 USA 3 & 4 Collection Fund</p>	<p>420,000 420,000</p>	
BUDGET AMENDMENT TOTAL - FUND #438:		<p>\$ 420,000 \$ 420,000</p>

******UTILITIES WATER AND SEWER CONNECTION FEE FUND #439******

<p>(A) Interfund Transfer -Increase Interfund Transfer to the Medical Insurance Fund #605 (transfer needed to cover increase in medical claims) -Decrease Contingency</p>	<p>\$ 14,040 (14,040)</p>	
<p>(B) Contingency -Decrease Fund Balance/Cash Carryforward (actual cash carryforward is less than budget) -Decrease Contingency</p>	<p> (965,095)</p>	<p>\$ (965,095)</p>
<p>(C) Water-Field Operation - #3315 -Increase other Contractual Services (additional water installations and conversions) -Decrease Contingency</p>	<p>149,425 (149,425)</p>	
BUDGET AMENDMENT TOTAL - FUND #439:		<p>\$ (965,095) \$ (965,095)</p>

******UTILITIES 2006 BOND CIP FUND #445******

<p>(A) Water Distribution - Preventive Maintenance #3316 Project #Y1122 -Increase Improvements other than Building (construction of Midway Road Line Relocation) -Increase Fund Balance/Cash Carryforward (additional fund balance from prior year)</p>	<p>\$ 322,000</p>	<p>\$ 322,000</p>
--	-------------------	-------------------

**CITY OF PORT ST. LUCIE
BUDGET AMENDMENT - #1
FY 2015-16**

(B) Preventive Maintenance -#3515 Project #Y1122 -Increase Improvements other than Building (construction of Midway Road Line Relocation) -Increase Fund Balance/Cash Carryforward (additional fund balance from prior year)	138,000 <hr/> 138,000	
(C) Water - Plant Operations - #3310 Project #Y1314 -Increase Improvements other than Building (construction at McCarty Ranch related to water and sewer lines) -Increase Improvements other than Building (additional fund balance from prior year)	163,000 <hr/> 163,000	
BUDGET AMENDMENT TOTAL - FUND #445:		<hr/> \$ 623,000 \$ 623,000

****Law Enforcement Trust Fund #603****

	Expenses	Revenues
(A) Law Enforcement Criminal Investigation - #2115 -Increase Misc. Line Items (court reporter, travel, transportation, seized properties, court & lien costs & misc. operating) -Increase Confiscated/Abandoned Revenue (projected revenue is greater than budget) -Increase Interest Income -Decrease Contingency -Increase Fund Balance/Cash Carryforward (additional fund balance from prior year)	\$ 78,494 (34,006)	10,988 3,500 30,000
(B) Law Enforcement Administrative - #2110 -Increase other current charges and obligations (support various crime prevention programs) -Decrease Interfund Transfer to the General Fund #001 (actual transfer should be \$10,000, not the budgeted \$20,000) -Increase Fund Balance/Cash Carryforward (additional fund balance from prior year) -Decrease Contingency	19,782 (10,000) (2,138)	7,644
(C) Law Enforcement Neighborhood Policing - #2130 Project #Y1602 -Increase Improvements other than Buildings (grant match - represents 50% match for FIND grant for Canal Park Marine Unit Boatlift and Dock) -Decrease Contingency	25,000 (25,000)	
BUDGET AMENDMENT TOTAL - FUND #603:		<hr/> \$ 52,132 \$ 52,132

**CITY OF PORT ST. LUCIE
BUDGET AMENDMENT - #1
FY 2015-16**

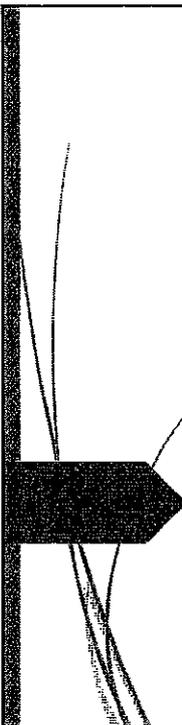
*****MEDICAL INSURANCE FUND #605*****

	Expenses	Revenues
(A) General Government		
-Increase Stop Loss (revised renewal offer 10/01/2015)	\$ 163,559	
-Reduce Contingency	(163,559)	
(B) Interfund Transfer		
-Increase Interfund Transfer from OPEB Fund # 609 (budget transfer from OPEB)		\$ 500,000
-Increase Medical Claims (actual claims are greater than budget)	500,000	
(C) Interfund Transfer		
-Increase Interfund Transfer from General Fund Operating #001 (transfer needed to cover increase in claims)		555,437
-Increase Interfund Transfer from Road and Bridge Operating Fund #104 (transfer needed to cover increase in claims)		44,411
-Increase Interfund Transfer from Building Department Fund #110 (transfer needed to cover increase in claims)		41,773
-Increase Interfund Transfer from CRA Fund #175 (transfer needed to cover increase in claims)		513
-Increase Interfund Transfer from Stormwater Fund #401 (transfer needed to cover increase in claims)		77,589
-Increase Interfund Transfer from Golf Course Fund #421 (transfer needed to cover increase in claims)		8,662
-Increase Interfund Transfer from Utilities Fund #431 (transfer needed to cover increase in claims)		257,575
-Increase Interfund Transfer from Utilities Fund #439 (transfer needed to cover increase in claims)		14,040
-Increase Medical Claims (actual claims are greater than budget)	1,000,000	
(D) Contingency		
-Decrease Fund Balance/Cash Carryforward (fund balance is overstated in adopted budget)		\$ (173,987)
-Decrease Contingency	(173,987)	
BUDGET AMENDMENT TOTAL - FUND #605:	\$ 1,326,013	\$ 1,326,013
Budget Amendment #1 Grand Total	<u>\$ (61,863,442)</u>	



Budget Amendment #1
FY 2015-16

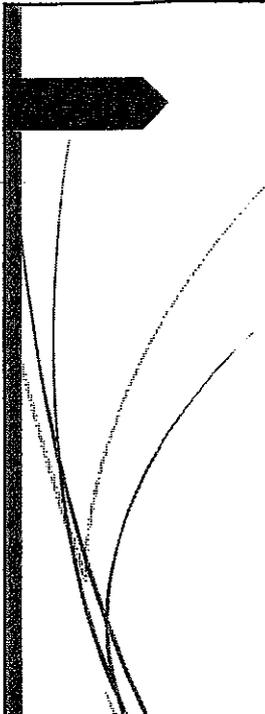
Office of Management and Budget



Net Decrease \$61,863,442

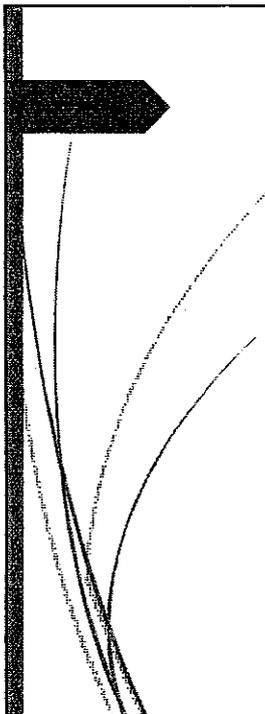
Revised Budget total \$497,505,711

Office of Management and Budget



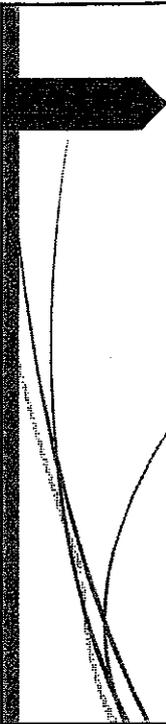
Reasons for Amending City Budget

- Staffing Changes
- VGTI costs
- Delayed Projects
- Strategic Plan Items
- Police Department Items
- Safety and Maintenance Items
- Corrections and Updates



Staffing Requests (net increase of 2.65 FTE's)

- Two Positions in MIS
 - One for Utility System and funded by that fund (drop one FTE in Utility)
 - One for overall Technology Security (Strategic Plan)
- 0.50 FTE in HR
- 0.15 FTE upgrade in Procurement
- 0.50 upgrade of P/T to F/T in Finance (funding from Police Pension Board and ICMA admin \$'s)



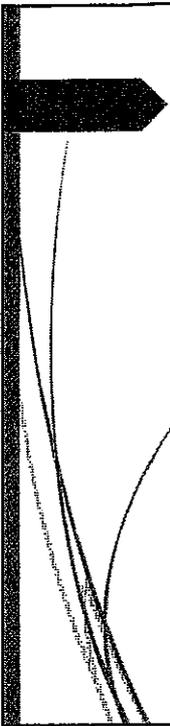
VGTI Costs

- Higher monthly costs associated with the Court Approved Receiver, Bond Trustee and Building Operating Costs (\$2.4 million)
- Replenishment of Debt Reserve Fund – Delayed from prior year (\$2 million)



Items Delayed from prior year (re-budgeting) (Funded from additional Cash Carryforward)

- Two vehicles in Parks & Recreation
 - Delivery and Payment delayed from last year (\$141,997)
- Various Stormwater and Road Capital Projects (\$5.4 million)
 - Delayed projects and available funds from savings



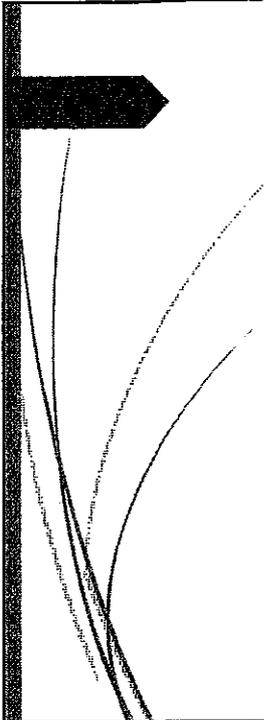
Items required for Strategic Plan

- Upgrade to TV20 equipment and Council Chambers \$78,500
- Enhancement to City's internet system \$125,580



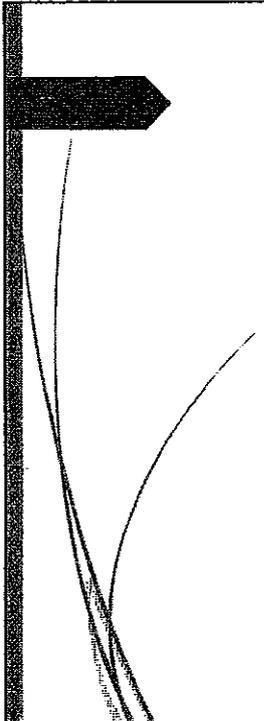
Police Department items

- Requests are for various equipment and two capital projects
- Items are funded with grants, impact fees and forfeiture funds
- Capital Projects
 - K9 Training Facility - \$96,571 remaining donation funds from prior year
 - Dock and Lift for Marine Unit - \$25,000 FIND grant and \$25,000 in Forfeiture Funds



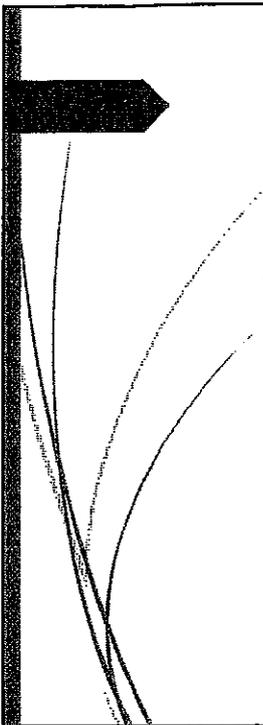
Safety and Maintenance items

- Parks & Recreation has found a number of items that must be replaced in various parks \$105,100
- Civic Center generators need to retrofit \$110,000
- Lyngate Dog Park ADA improvements \$37,279



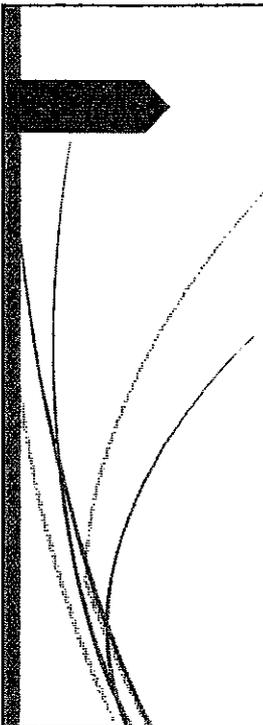
Budget Corrections and Updates

- Reduce General Fund contribution toward Digital Domain debt based on final re-financing - \$355,000 savings
- Add'l cost of outside Legal Firms - \$900,000
- Funding shortfall in Health Plan - \$1 million
- Reduce duplicate budget for Crosstown Parkway Bridge - \$87,595,000



Impact to City's Contingency Levels

- All Contingencies will remain within policy
- All requests are using additional revenues or additional fund balance



Questions and Request to Approve



CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 10B
Meeting Date: 3/28/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager *JB*

THRU: Edwin M. Fry, Jr., Finance Director/City Treasurer *EF*

FROM: Charlie Proulx, Senior Accountant, CGFO *CP*

Agenda Item: Ordinance: Approving the Lien Services Division to Provide Lien Search Services to the Public *16-18*

Submittal Date: 3/11/2016

STRATEGIC PLAN LINK: Principal A, "Exceptional Municipal Services" and Response to the Community.

BACKGROUND: Over the years various departments have assumed duties related to their own liens and active cases. Dramatic increases in recorded liens have challenged staff to provide an efficient way of providing lien information. Currently it may take up to six departments to provide a search for all City liens. Multiple points of contact make gathering information on City liens time consuming for both staff and the requester. Issues arise when multiple requesters are conducting lien searches for the same property with various departments and arrive with different conclusions. Liens can be paid twice, vacated then modified, or modified then paid in full.

ANALYSIS: Consolidation of all lien search duties into a single division will eliminate multiple points of contact and provide a one-stop-shop for all lien related matters. The Lien Services Division will implement a web form allowing for online submission of lien search requests. An internal database will be created allowing for the tracking of each request thus eliminating double payments and other scenarios mentioned above. A lien search and verification charge will be assessed. This payment is only to recoup the cost of researching/verifying and creating a document.

FINANCIAL INFORMATION: Lien Services Division will assess a \$50 fee for a comprehensive City lien and active case search. The Payment is assessed only if the response required is requested in writing. Verbal information and information on the

City's website is provided free of charge. Two full time employees (FTEs) will be needed in order to attain the level of service consistent with the City's strategic plan.

LEGAL INFORMATION: This item has been reviewed by Stefanie Beskovoyne, Assistant City Attorney, on March 11, 2016 and is approved as to legal form and sufficiency.

STAFF RECOMMENDATION: Staff recommends approval of the Ordinance in substantially the form attached hereto, adopting the Lien Services Division, Adoption of the \$50 fee, and approval of 2 FTEs.

SPECIAL CONSIDERATION: Estimated time of implementation is 30 days after the hiring of personnel.

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 3/28/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: Ordinance

RECEIVED

MAR 15 2016

CITY MANAGER'S OFFICE

ORDINANCE 16 – 18

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

WHEREAS, pursuant to Article VIII, § 2 of the Florida Constitution, and Chapter 166, Florida Statutes, the City of Port St. Lucie, Florida ("City") has the power and authority to enact ordinances and regulations for valid governmental purposes that are not inconsistent with general special law; and

WHEREAS, the City frequently receives requests lien searches from title companies, banks, financial institutions, attorneys, and other entities and individuals for which the City incurs administrative time and costs processing the requests; and

WHEREAS, where a lien search request is received by the City, staff time from multiple departments is required, including the City Clerk's office, the Finance department, the Legal department, the Building department, the Utilities department; and

WHEREAS, to offset the increasing demand of staff time and resources, the City recommends imposing a charge for processing lien searches regarding real property located within the City limits; and

WHEREAS, at the City Council Winter Retreat on March 3, 2016, the City Council unanimously approved the creation of a Lien Services Division under the Finance Department of the City of Port St. Lucie; and

WHEREAS, the Lien Services Division desires to impose a fee for its search services; and

WHEREAS, the City Council of the City of Port St. Lucie adopts fees imposed by the City.

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

Section 1. That the City of Port St. Lucie City Council hereby adopts a lien services division.

Section 2. Section 36.03 of Port St. Lucie City Code is hereby amended to read as follows:

ORDINANCE 16 – 18

The Lien Services Division shall impose a fee of \$50 for work performed in providing a lien search.

Each lien search provides the requester with information regarding outstanding municipal debts assessed on a specific City property through a utility account, including Capital Charge Agreements, delinquent service charges, water and sewer loan payoffs, building department liens, code compliance liens, nuisance abatement liens, special assessment or community services mortgage. Should there be an outstanding municipal debt, payments and releases of liens may be processed by the Lien Services Division.

Section 4. This ordinance shall become effective 10 days after adoption.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this _____ day of _____, 2016.

CITY COUNCIL
CITY OF PORT ST. LUCIE

ATTEST:

By: _____
Gregory J. Oravec, Mayor

Karen A. Phillips, City Clerk

APPROVED AS TO FORM
AND SUFFICIENCY:

Azlina Goldstein Siegel,
Interim City Attorney



CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 10C
Meeting Dates: 3/28/2016 &
4/11/2016

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager *JB*

THRU: Daniel Holbrook, AICP, Assistant City Manager – Community *DH*
Development Director

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

Agenda Item: Ordinance: Rezoning Application for St. Lucie West
Services District (P16-015) *16-19*

Submittal Date: 3/7/2016

STRATEGIC PLAN LINK: This item is consistent with Goal 3: Balanced and Responsible Sustainable Growth.

BACKGROUND: Bradley J. Currie of Engineering Design & Construction, Inc. agent for St. Lucie West Services District requests to rezone property from GU (General Use) to CG (General Commercial). The property is legally described as St. Lucie West Plat No.168, OST (Open Space Tract) 1A, 1B and 2A. The property is dedicated on St. Lucie West Plat No.168 as upland preservation area (Exhibit A). The property was dedicated pursuant to Condition No. 12 of the St. Lucie West DRI Development Order. Prior to development, the property will need to be replatted and mitigation be provided per the City's requirements.

ANALYSIS: See attached staff report.

FINANCIAL INFORMATION: NA

LEGAL INFORMATION: The ordinance has been approved as to form by Attorney Brennan Keeler on March 2, 2016.

PLANNING AND ZONING BOARD RECOMMENDATION: The Planning and Zoning Board unanimously recommended approval of the rezoning application at their March 1, 2016 meeting.

SPECIAL CONSIDERATION: NA.

PRESENTATION INFORMATION: Staff may provide a short presentation on the application.

REQUESTED MEETING DATE: 3/28/2016

LOCATION OF PROJECT: The property is located on the north side of St. Lucie West Boulevard in between California Boulevard and Country Club Drive. See attached maps.

ATTACHMENTS: Ordinance, staff report, application.

PT/TK

RECEIVED

MAR 18 2016

CITY MANAGER'S OFFICE

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

WHEREAS, St. Lucie West Services District, hereinafter referred to as the owner, seeks to rezone 1.47 acres of property located on the north side of St. Lucie West Boulevard in between California Boulevard and Country Club Drive and within the City of Port St. Lucie, from the zoning designation of GU (General Use) to CG (General Commercial).

WHEREAS, the City of Port St. Lucie Planning and Zoning Board held a public hearing on March 1, 2016 to consider the rezoning application (P16-015), notice of said hearing to adjoining property owners for a radius of seven hundred and fifty (750) feet having been given and advertising of public hearing having been made; and

WHEREAS, the City Council held a public hearing on April 11, 2016 to consider the rezoning application (P16-015), advertising of the public hearing having been made; and

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

Section 1: That the property legally described as St. Lucie West Plat No.168, OST (Open Space Tract) 1A, 1B and 2A be rezoned from the Zoning Classification of GU (General Use) to CG (General Commercial).

Section 2: That this Ordinance shall become effective ten (10) days after its final adoption.

ORDINANCE 16-19

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida,
this ___ day of _____ 2016.

CITY OF PORT ST. LUCIE, FLORIDA

BY: _____
Gregory J. Oravec, Mayor

ATTEST:

Karen A. Phillips, City Clerk

APPROVED AS TO FORM:

BY: _____
Interim City Attorney



City of Port St. Lucie

Planning and Zoning Department Memorandum

TO: PLANNING AND ZONING BOARD – MEETING OF MARCH 1, 2016

FROM: THRESIAMMA KURUVILLA, PLANNER *TK*

RE: ST. LUCIE WEST SERVICES DISTRICT
REZONING APPLICATION
(P16-015)

DATE: FEBRUARY 19, 2016

PROPOSED REQUEST: The proposed request seeks to rezone property from GU (General Use) to CG (General Commercial).

APPLICANT: Bradley J. Currie of Engineering Design & Construction, Inc.

OWNER: St. Lucie West Services District. Proof of ownership is attached to staff report.

LOCATION: The property is located on the north side of St. Lucie West Boulevard in between California Boulevard and Country Club Drive.

LEGAL DESCRIPTION: The property is legally described as St. Lucie West Plat No.168, OST (Open Space Tract) 1A, 1B and 2A.

SIZE: 1.47 acres

EXISTING ZONING: GU (General Use)

FUTURE LAND USE: CG/I (General Commercial/Institutional)

REQUESTED ZONING: CG (General Commercial)

EXISTING USE: Vacant land

SURROUNDING USES: North = GU (General Use), water management tract; South = St. Lucie West Boulevard and beyond is OSR (Open Space Recreation), water management tract and country club; East = CG (General Commercial) zoning, Bank of America; West = CG (General Commercial) zoning, Arby's restaurant.

IMPACTS AND FINDINGS:

Land Use Consistency: The requested rezoning is consistent with the direction and policies of the Comprehensive Plan. The request is consistent with Policy 1.1.4.13 which specifies that the CG Zoning District is compatible with the CG Future Land Use classification.

Sewer/Water Service: St. Lucie West Services District is the provider of water and sewer.

Environmental: The property is dedicated on St. Lucie West Plat No.168 as upland preservation area (Exhibit A). The property was dedicated pursuant to Condition No. 12 of the St. Lucie West DRI Development Order. In order to develop the property, mitigation will need to be provided per the City's requirements. At the time of site plan review a gopher tortoise survey will be required.

Other: The property will need to be replatted to remove the upland preservation area dedications prior to development.

STAFF RECOMMENDATION:

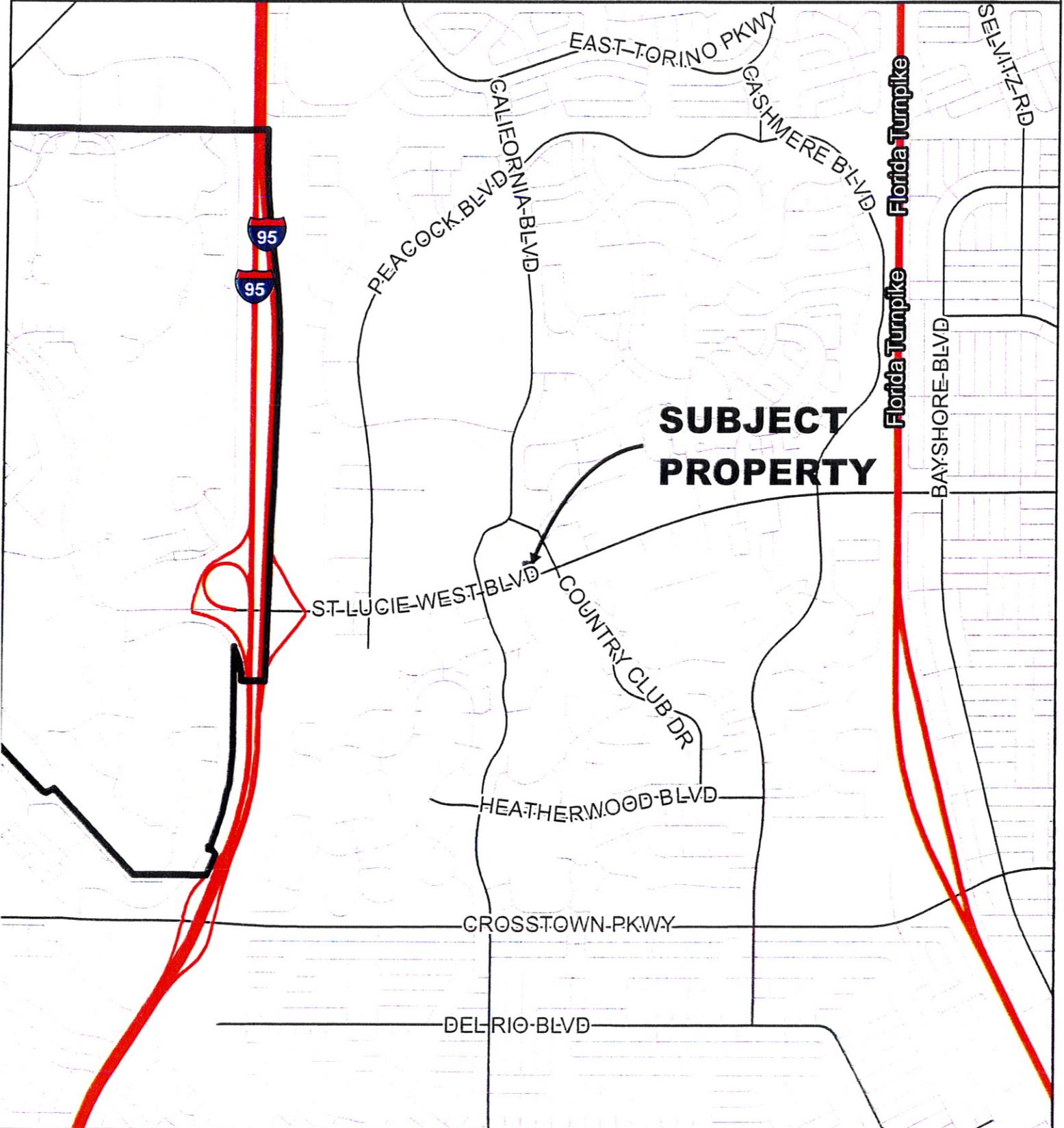
The Planning and Zoning Department staff finds the petition to be consistent with the intent and direction of the City's Comprehensive Plan including the CG Future Land Use designation and recommends approval based on the analysis and findings as noted in the staff report.

Planning and Zoning Board Action Options:

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

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

GENERAL LOCATION

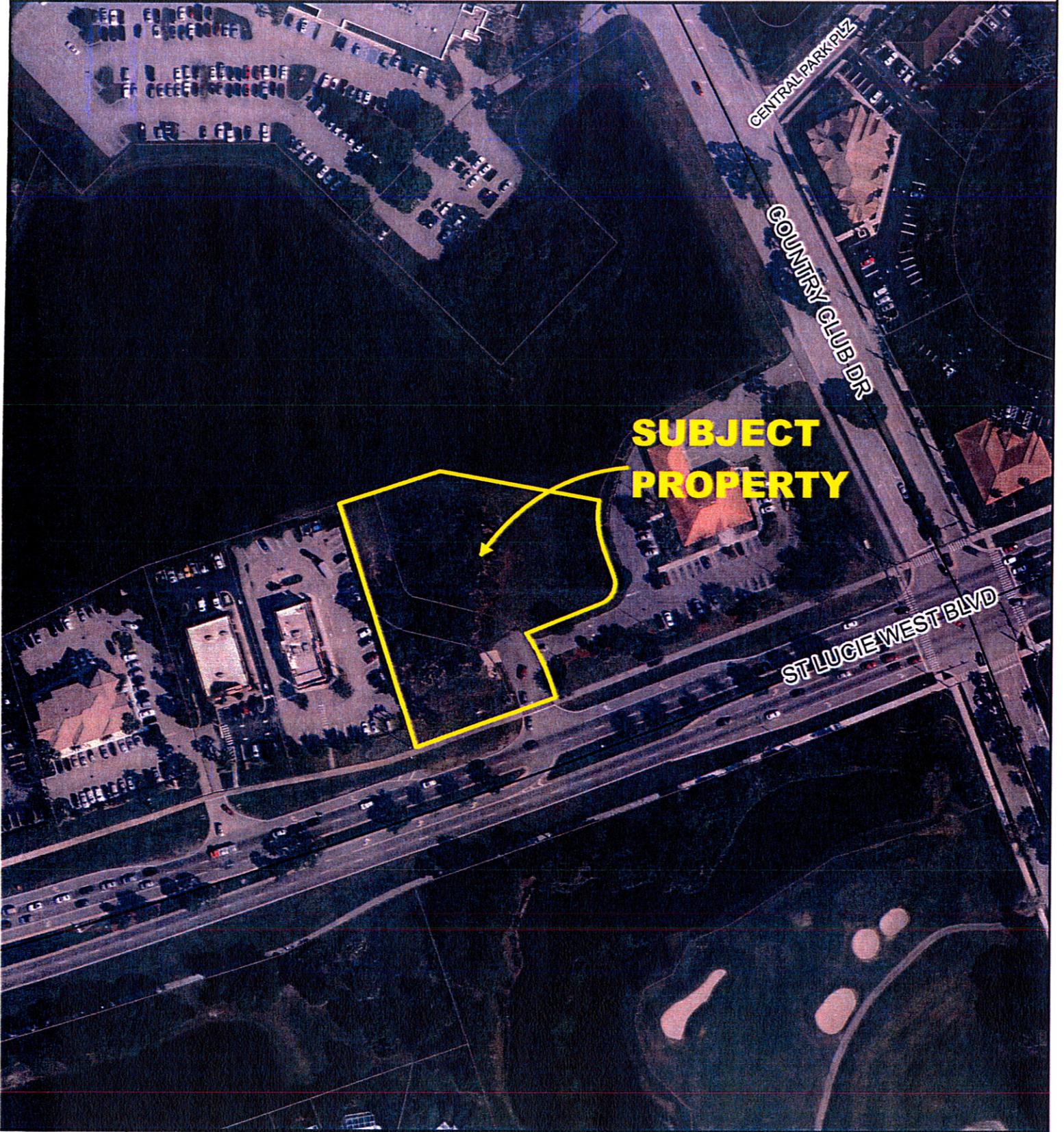


CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

REZONE
ST. LUCIE WEST SERVICES DISTRICT
SLW PLAT NO. 168, OST 1A, 2A, 1B

DATE:	2/2/2016
APPLICATION NUMBER:	P16-015
USER:	patricias
SCALE:	1 in = 0.5 miles

AERIAL



**SUBJECT
PROPERTY**



CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

REZONE

ST. LUCIE WEST SERVICES DISTRICT

SLW PLAT NO. 168, OST 1A, 2A, 1B

AERIAL DATE 2014

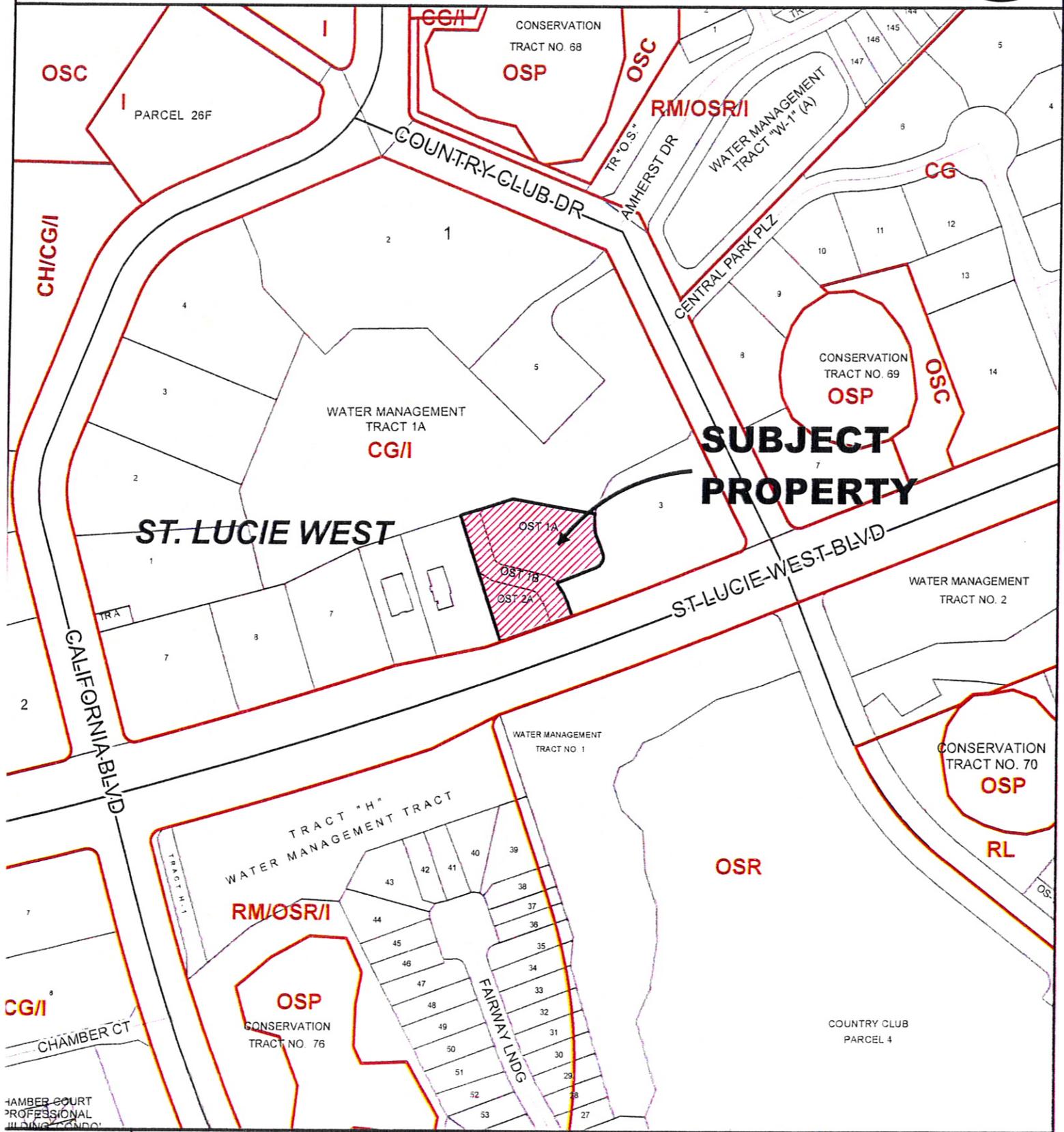
DATE: 2/2/2016

APPLICATION NUMBER:
P16-015

USER:
patricias

SCALE:
1 in = 150 ft

FUTURE LAND USE



CHAMBER COURT PROFESSIONAL BUILDING CONDO

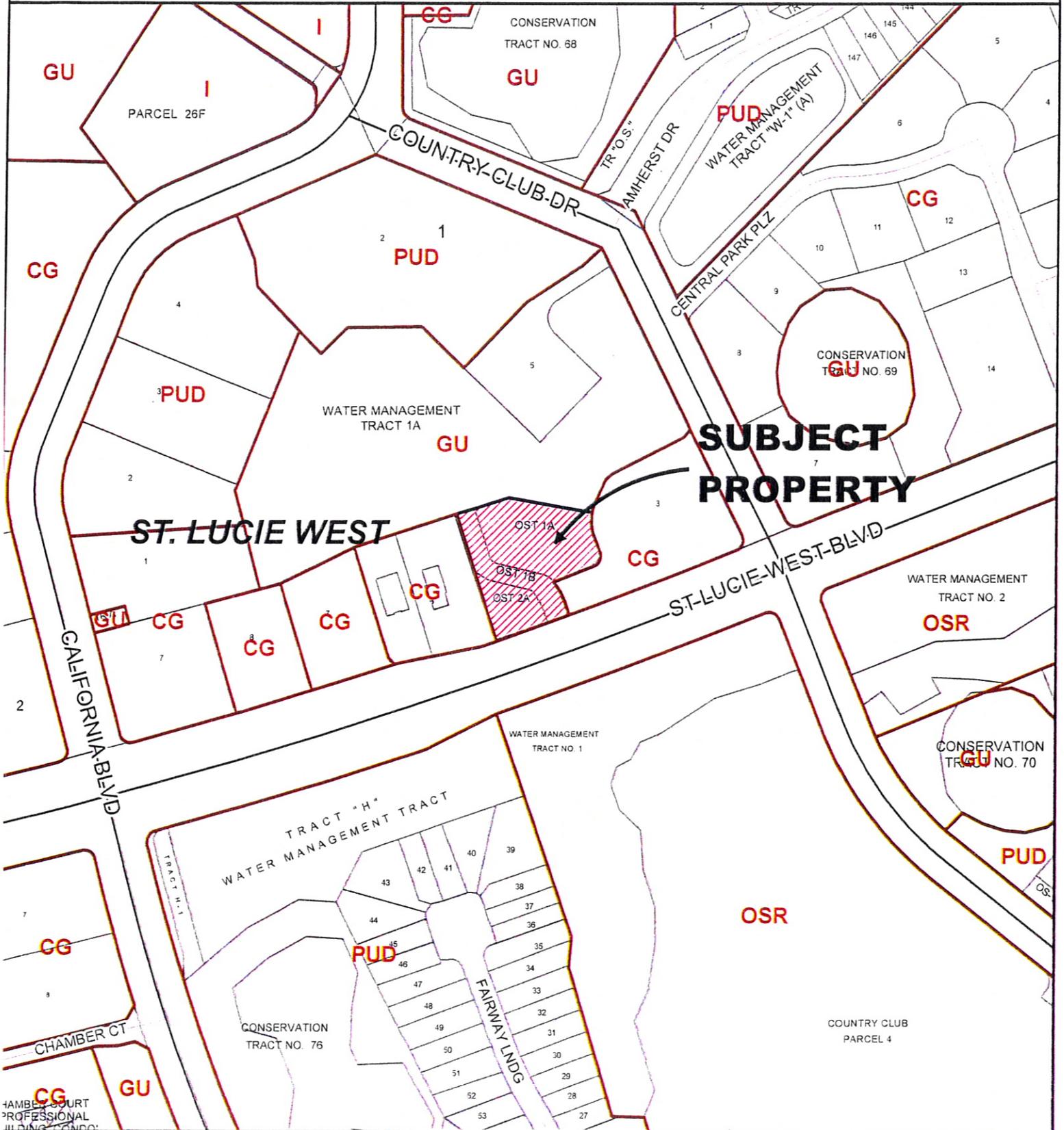


CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

REZONE
ST. LUCIE WEST SERVICES DISTRICT
SLW PLAT NO. 168, OST 1A, 2A, 1B

DATE:	2/16/2016
APPLICATION NUMBER:	P16-015
USER:	patricias
SCALE:	1 in = 288 ft

EXISTING ZONING



CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

REZONE
ST. LUCIE WEST SERVICES DISTRICT
SLW PLAT NO. 168, OST 1A, 2A, 1B

DATE:	2/16/2016
APPLICATION NUMBER:	P16-015
USER:	patricias
SCALE:	1 in = 288 ft

REZONING APPLICATION

CITY OF PORT ST. LUCIE
Planning & Zoning Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida 34984
(772) 871-5212 FAX:(772) 871-5124

FOR OFFICE USE ONLY

Planning Dept. P16-015
Fee (Nonrefundable) \$ 2173.5
Receipt # 82711

Refer to "Fee Schedule" for application fee. Make checks payable to the "City of Port St. Lucie". Fee is nonrefundable unless application is withdrawn prior to the Planning and Zoning Board Meeting. All items on this application should be addressed, otherwise it cannot be processed. Attach proof of ownership: two copies of recorded deed. If the application includes more than one (1) lot, our Legal Department will contact you regarding execution of the required Unity of Title. Please type or print clearly in **BLACK** ink.

PRIMARY CONTACT EMAIL ADDRESS: bradcurrie@edc-inc.com

PROPERTY OWNER:

RECEIVED

FEB - 8 2016

**PLANNING DEPARTMENT
CITY OF PORT ST. LUCIE, FL**

Name: ST LUCIE WEST SERVICES DISTRICT

Address: 450 NW UTILITY DRIVE, PORT ST LUCIE, FL 34986

Telephone No.: 772-340-0220

FAX No.: _____

AGENT OF OWNER (if any)

Name: BRADLEY J. CURRIE, AICP

Address: 469 NW PRIMA VISTA BLVD., PORT ST LUCIE, FL 34983

Telephone No.: 772-340-4990

FAX No.: 772-340-7996

PROPERTY INFORMATION

Legal Description: SEE ATTACHED LEGAL DESCRIPTION
(Include Plat Book and Page)

Parcel I.D. Number: 3325-701-0002-000-3, 3325-701-0003-000-0 AND 3325-701-0001-000-6

Current Zoning: GU

Proposed Zoning: CG

Future Land Use Designation: CG / I Acreage of Property: 1.47 AC

Reason for Rezoning Request: _____

TO ALLOW FOR DEVELOPMENT OF THE PROPERTY COMMERCIALY.

[Signature]
*Signature of Owner

Dennis Pickle / District Manager 1/26/2016
Hand Print Name 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.
H:\PZ\SHARED\APPLCT\MREZAPPL(06/23/11)

* 40

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 1976820 DR BOOK 1455 PAGE 2498
Recorded: 11/15/01 12:26

Return to: [enclosed self-addressed stamped envelope]

QUIT-CLAIM DEED

Name:
Mr. David Page

Address:
1850 Fountainview Boulevard
Suite 201
St. Lucie West, FL 34986

This Instrument Prepared by:
Ernest R. Dike, PE, PLS

Address:
597 SW Romora Bay
St. Lucie West, FL 34986-3423

____SPACE ABOVE THIS LINE FOR PROCESSING DATA____SPACE ABOVE THIS LINE FOR RECORDING DATA____

This Quit-Claim Deed, executed this 15th day of November A.D., 2001 by ST. LUCIE WEST DEVELOPMENT CORP., a Delaware Corporation, authorized to do business in Florida, first party, to ST. LUCIE WEST SERVICES DISTRICT, a local unit of special purpose government of the State of Florida, created pursuant to Chapter 190, Florida Statutes, whose post office address is 450 SW Utility Drive, St. Lucie West, FL 34986, second party:

[Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.]

Witnesseth: That the said first party, for and in consideration of the sum of \$10.00 and other good and valuable considerations, in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of St. Lucie, State of Florida, to wit:

SEE ATTACHED EXHIBIT "A" [TWO SHEETS] & EXHIBIT "A-1" [TWO SHEETS]

To Have and to Hold, the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behalf of the said second party forever.

C:\EDC\NL\WDC\Deeds\QC\DeeSLWSD-PL#24-81-91-97-112-117-129-130-139UplandTr.doc

In Witness Whereof, the said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:

ST.LUCIE WEST DEVELOPMENT CORP.

Shirley E. Smith
Witness Signature

By: David C. Page
DAVID C. PAGE, P.P.

Shirley E. Smith
Printed Name

1850 SW Fountainview Blvd., St. Lucie West, FL

Jean E. Sakowski
Witness Signature

Attest: Jerry A. [Signature]

Jean E. Sakowski
Printed Name

STATE OF FLORIDA
COUNTY OF ST. LUCIE SS:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, the foregoing instrument was acknowledged before me by David C. Page, the Vice President, of ST. LUCIE WEST DEVELOPMENT CORP., freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. He is personally known to me.

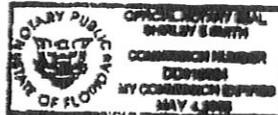
WITNESS my hand and official seal in the County and State last aforesaid this 15th day of November, 2001

Shirley E. Smith
Notary Public State of Florida at Large

Shirley E. Smith
Typed, printed or stamped name of Notary Public

My Commission expires:

C:\NDC\NLWDC\Deed\QC\DeedL\WSD-PL#24-81-91-97-112-117-130UplandTr.doc





Lawson, Noble & Webb, Inc. LB #6674

ENGINEERS • PLANNERS • SURVEYORS

590 NW Peacock Boulevard, Suite 9, Port St. Lucie, Florida 34986 -
 (561) 878-1700 • fax: (561) 878-1802 • email: lnw-ps@lnw-inc.com

West Palm Beach • Port St. Lucie

EXHIBIT "A"
DESCRIPTION TO ACCOMPANY SKETCH

DESCRIPTION:

TWO PARCELS OF LAND LYING IN PARCEL 27A AS SHOWN ON THE PLAT OF ST. LUCIE WEST PLAT NO. 91 AS RECORDED IN PLAT BOOK 36, PAGES 22 AND 22A, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1:

BEGIN AT THE NORTHEAST CORNER OF BUFFER ZONE TRACT NO. 48 AS SHOWN ON SAID PLAT NO. 91; THENCE NORTH 81°21'18" EAST, ALONG THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID BUFFER ZONE TRACT NO. 48, A DISTANCE OF 32.32 FEET; THENCE SOUTH 39°47'39" EAST, A DISTANCE OF 83.49 FEET; THENCE SOUTH 02°41'57" WEST, A DISTANCE OF 170.26 FEET; THENCE SOUTH 36°07'07" WEST, A DISTANCE OF 163.95 FEET; THENCE SOUTH 76°43'23" WEST, A DISTANCE OF 91.41 FEET TO THE EASTERLY LINE OF SAID BUFFER ZONE TRACT NO. 48; THENCE TRAVERSING THE EASTERLY LINE OF SAID BUFFER ZONE TRACT NO. 48 BY THE FOLLOWING THREE COURSES: 1.) NORTH 41°12'22" EAST, A DISTANCE OF 237.89 FEET; 2.) NORTH 00°01'56" EAST, A DISTANCE OF 99.99 FEET; 3.) NORTH 25°03'15" WEST, A DISTANCE OF 114.60 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.414 ACRES, MORE OR LESS

PARCEL 2:

COMMENCE AT THE NORTHEAST CORNER OF BUFFER ZONE TRACT NO. 48 AS SHOWN ON SAID PLAT NO. 91; THENCE SOUTH 81°21'18" WEST, ALONG THE NORTHERLY LINE OF SAID BUFFER ZONE TRACT NO. 48, A DISTANCE OF 201.32 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTHERLY LINE OF BUFFER ZONE TRACT NO. 48, NORTH 40°13'15" WEST, A DISTANCE OF 69.17 FEET; THENCE SOUTH 38°40'01" WEST, A DISTANCE OF 86.92 FEET TO THE SAID NORTHERLY LINE OF BUFFER ZONE TRACT NO. 48; THENCE NORTH 81°21'18" EAST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 100.11 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.068 ACRES, MORE OR LESS.

TOTAL PARCELS 1 AND 2 CONTAINING 0.482 ACRES, MORE OR LESS

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

[Signature]
 GARY R. BLUFORD, PSM
 PROFESSIONAL SURVEYOR AND MAPPER
 STATE OF FLORIDA, REG. No. 4991

10-24-01

I:\Data\2001\2001-2002\CA313214151.dwg 10/24/2001 10:54:07 AM EDT

REVISIONS - UPDATES	DATE	BY	CK'D	NOTE:
				THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown hereon. There has been no field work, viewing of the subject property or monuments set in connection with the preparation of the information shown hereon.
				NOTE: Lands shown hereon were not abstracted for right-of-way and/or easements of record.
SEE SHEET 1 OF 2 FOR DESCRIPTION				SHEET 1 OF 2



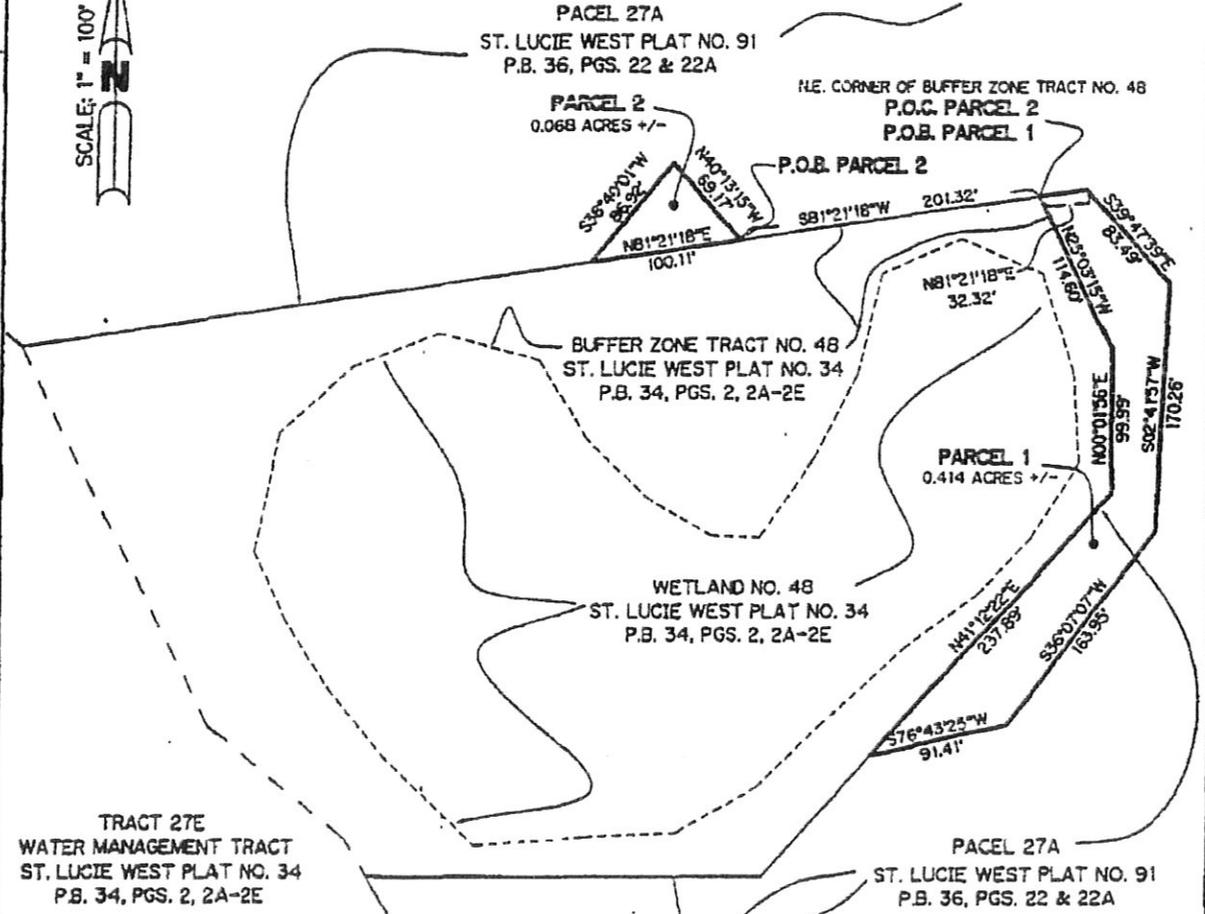
Lawson, Noble & Webb, Inc. LB #6674

ENGINEERS • PLANNERS • SURVEYORS

590 NW Peacock Boulevard, Suite 9, Port St. Lucie, Florida 34986
(561) 878-1700 • fax: (561) 878-1802 • email: lnw-psl@lw-inc.com

West Palm Beach • Port St. Lucie

EXHIBIT "A" SKETCH TO ACCOMPANY DESCRIPTION



LEGEND:

P.O.B. POINT OF BEGINNING
 P.O.C. POINT OF COMMENCEMENT
 P.B. PLAT BOOK
 PGS. PAGES

EXHIBIT "A-1"

LEGAL DESCRIPTIONS

PARCEL NO. 1

TWO TRACTS OF LAND AS SHOWN ON ST. LUCIE WEST PLAT NO. 24, RECORDED IN PLAT BOOK 29, PAGES 8 AND 8A THROUGH 8C, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND LYING IN SECTION 36, TOWNSHIP 36 SOUTH, RANGE 39 EAST, CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT NO. 1: ALL OF TRACT "K", CONTAINING 0.16 OF AN ACRE.

TRACT NO. 2: ALL OF TRACT "J", CONTAINING 1.087 ACRES.

ALL AS SHOWN ON ST. LUCIE WEST PLAT NO. 24, RECORDED IN PLAT 29, PAGES 8 AND 8A THROUGH 8C, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

PARCEL NO. 2

FOUR TRACTS OF LAND AS SHOWN ON ST. LUCIE WEST PLAT NO. 81, RECORDED IN PLAT BOOK 36, PAGES 25 AND 25A THROUGH 25F, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND LYING IN SECTION 24, TOWNSHIP 36 SOUTH, RANGE 39 EAST, AND IN SECTIONS 19 AND 30, TOWNSHIP 36 SOUTH, RANGE 40 EAST, CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT NO. 1: ALL OF UPLAND TRACT NO. 1, CONTAINING 7.902 ACRES.

TRACT NO. 2: ALL OF UPLAND TRACT NO. 4, CONTAINING 11.244 ACRES.

TRACT NO. 3: ALL OF UPLAND TRACT NO. 5, CONTAINING 4.074 ACRES.

TRACT NO. 4: ALL OF OPEN SPACE TRACT NO. 1, CONTAINING 0.586 OF AN ACRE.

ALL AS SHOWN ON ST. LUCIE WEST PLAT NO. 81, RECORDED IN PLAT BOOK 36, PAGES 25 AND 25A THROUGH 25F, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

PARCEL NO. 3

TWO TRACTS OF LAND AS SHOWN ON ST. LUCIE WEST PLAT NO. 97, RECORDED IN PLAT BOOK 37, PAGES 5 AND 5A, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND LYING IN SECTION 25, TOWNSHIP 36 SOUTH, RANGE 39 EAST, CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT NO. 1: ALL OF OPEN SPACE TRACT NO. 1, CONTAINING 0.825 OF AN ACRE.

TRACT NO. 2: ALL OF OPEN SPACE TRACT NO. 2, CONTAINING 0.298 OF AN ACRE.

ALL AS SHOWN ON ST. LUCIE WEST PLAT NO. 97, RECORDED IN PLAT BOOK 37, PAGES 5 AND 5A, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

PARCEL NO. 4

TWO TRACTS OF LAND AS SHOWN ON ST. LUCIE WEST PLAT NO. 112, RECORDED IN PLAT BOOK 37, PAGES 21 AND 21A, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND LYING IN SECTION 19, TOWNSHIP 36 SOUTH, RANGE 40 EAST, CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT NO. 1: ALL OF UPLAND TRACT NO. 2A, CONTAINING 2.366 ACRES.

TRACT NO. 2: ALL OF UPLAND TRACT NO. 3A, CONTAINING 1.445 ACRES.

ALL AS SHOWN ON ST. LUCIE WEST PLAT NO. 112, RECORDED IN PLAT BOOK 37, PAGES 21 AND 21A, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

C:\FDCTSI\WDC\Deeds\QC\DeedSI.WSD-PL\#24-81-91-97-112-117-129-130-139\UplandTr.doc

QR BOOK 1455 PAGE 2503

PARCEL NO. 5

TWO TRACTS OF LAND AS SHOWN ON ST. LUCIE WEST PLAT NO. 117, RECORDED IN PLAT BOOK 38, PAGES 22 AND 22A THROUGH 22F, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND LYING IN SECTION 30, TOWNSHIP 36 SOUTH, RANGE 40 EAST, CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT NO. 1: ALL OF UPLAND TRACT NO. 1, CONTAINING 0.678 OF AN ACRE.

TRACT NO. 2: ALL OF UPLAND TRACT NO. 2, CONTAINING 0.351 OF AN ACRE.

ALL AS SHOWN ON ST. LUCIE WEST PLAT NO. 117, RECORDED IN PLAT BOOK 38, PAGES 22 AND 22A THROUGH 22F, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

PARCEL NO. 6

THREE TRACTS OF LAND AS SHOWN ON ST. LUCIE WEST PLAT NO. 129, RECORDED IN PLAT BOOK 39, PAGES 5 AND 5A THROUGH 5C, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND LYING IN SECTIONS 30 AND 31, TOWNSHIP 36 SOUTH, RANGE 40 EAST, CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT NO. 1: ALL OF UPLAND TRACT NO. 3, CONTAINING 0.685 OF AN ACRE.

TRACT NO. 2: ALL OF UPLAND TRACT NO. 4, CONTAINING 0.675 OF AN ACRE.

TRACT NO. 3: ALL OF UPLAND TRACT NO. 5, CONTAINING 1.002 ACRES.

ALL AS SHOWN ON ST. LUCIE WEST PLAT NO. 129, RECORDED IN PLAT BOOK 39, PAGES 5 AND 5A THROUGH 5C, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

PARCEL NO. 7

THREE TRACTS OF LAND AS SHOWN ON ST. LUCIE WEST PLAT NO. 130, RECORDED IN PLAT BOOK 39, PAGES 19 AND 19A THROUGH 19F, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND LYING IN SECTION 36, TOWNSHIP 36 SOUTH, RANGE 39 EAST, CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT NO. 1: ALL OF UPLAND TRACT NO. 1, CONTAINING 0.943 OF AN ACRE.

TRACT NO. 2: ALL OF UPLAND TRACT NO. 2, CONTAINING 0.704 OF AN ACRE.

TRACT NO. 3: ALL OF UPLAND TRACT NO. 3, CONTAINING 0.420 OF AN ACRE.

ALL AS SHOWN ON ST. LUCIE WEST PLAT NO. 130, RECORDED IN PLAT BOOK 39, PAGES 19 AND 19A THROUGH 19F, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

PARCEL NO. 8

A TRACT OF LAND AS SHOWN ON ST. LUCIE WEST PLAT NO. 139, RECORDED IN PLAT BOOK 39, PAGES 39 AND 39A THROUGH 39C, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND LYING IN SECTION 31, TOWNSHIP 36 SOUTH, RANGE 40 EAST, CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT NO. 1: ALL OF UPLAND TRACT NO. 6, CONTAINING 7.835 ACRES.

ALL AS SHOWN ON ST. LUCIE WEST PLAT NO. 139, RECORDED IN PLAT BOOK 39, PAGES 39 AND 39A THROUGH 39C, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

C:\FIXTURE\WIX\DocIn\XCT\Doc81 W5D-PL#24-81-91-97-112-117-129-130-139\pland1.r.doc

Return to: (enclose self-addressed stamp envelope)

QUIT-CLAIM DEED

Name:

Gary R. Burford, PSM

Address:

ARCADIS G & M, INC.
590 NW Peacock Boulevard, Suite 9
Port St. Lucie, Florida 34986

This instrument Prepared by:

Gary R. Burford, PSM

Address:

ARCADIS G & M, INC.
590 NW Peacock Boulevard, Suite 9
Port St. Lucie, Florida 34986

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATE

H
b
+
b

This Quit-Claim Deed, executed this 30th day of November, 2005, by St. Lucie West Development Company, LLC ("SLWDC") whose post office address is Tradition Station, 10521 SW Village Center Drive, Suite 201, Port St. Lucie, Florida 34987, first party, to St. Lucie West Services District ("SLWSD") whose post office address is 450 SW Utility Drive, Port St. Lucie, Florida 34986, second party:

(Wherever used herein the terms "first party" and second party" shall include singular and plural, heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth: That the said first party, for and in consideration of the sum of \$10.00 and other good and valuable considerations, in hand paid by the second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of St. Lucie, State of Florida, to wit:

See Exhibit "A"

To Have and to Hold the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behalf of the said second party forever.

P:\800-699\8624\DOCS\2005\8624.QUITCLAIM.ask01.10-31-05.doc

IN WITNESS WHEREOF, the parties have signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:

Jean E. Sakowski
Witness Signature

Jean E. Sakowski
Printed Name

[Signature]
Witness Signature

Cecily A. Teigler
Printed Name

St. Lucie West Development Company, LLC

By: [Signature]

Tradition Station, 10521 SW Village Center Drive,
Suite 201, Port St. Lucie, Florida 34987

* * *

ACCEPTANCE:

Signed, sealed and delivered in presence of:

Linda Schnauffer
Witness Signature

Linda H. Schnauffer
Printed Name

[Signature]
Witness Signature

Kaamilya S. Perera
Printed Name

St. Lucie West Services District

By: [Signature]
Chairman

B. Joseph Tennerello
Printed Name

By: Ronald F. Nickel
Secretary

Ronald F. Nickel
Printed Name

450 S.W. Utility Dr., Port St. Lucie, FL

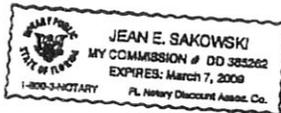
P:\500-699\B824\DCCS\2005\B624\QUITCLAIM.ssk01 10-31-05 doc

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, the foregoing instrument was acknowledged before me by James H. Anderson, The Vice President of the ST. LUCIE WEST COMMERCIAL ASSOCIATION, INC., freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. They are personally known to me or who have produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 30th day of November, 2005.

[Notary Seal or Stamp]



Jean E. Sakowski
Notary Public-State of Florida

Print Name: Jean E Sakowski

My Commission Expires: Mar 7, 2009

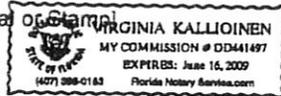
* * *

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, the foregoing instrument was acknowledged before me by JOSEPH TENERIELLO The Chairman, and by RONALD NICKEL, The Secretary, respectively, of ST. LUCIE WEST SERVICES DISTRICT, freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. They are personally known to me or who have produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 15th day of NOVEMBER, 2005.

[Notary Seal or Stamp]



Virginia Kallioinen
Notary Public-State of Florida

Print Name: VIRGINIA KALLIOINEN

My Commission Expires: 6/16/09

P:\600-699\8624\DOCS\2005\8624.QUITCLAIM.ssk01.10-31-05.doc



Lawson, Noble & Webb, Inc.
ENGINEERS • PLANNERS • SURVEYORS
590 NW Peacock Blvd, Suite 9, Port St. Lucie, FL 34986
(772) 378-1700 • fax (772) 878-1802 • Web: www.lnw-inc.com
West Palm Beach • Port St. Lucie • Orlando • Vero Beach
EB 2432 / LB 0874

DESCRIPTION TO ACCOMPANY SKETCH

DESCRIPTION: OPEN SPACE TRACT 1B

BEING ALL OF OPEN SPACE TRACT 1B AS SHOWN ON THE PLAT OF TRADITION PLAT NO. 168
COMMERCIAL SITES - PHASE 9, RECORDED IN PLAT BOOK 42 PAGES 28 AND 28A, PUBLIC
RECORDS OF ST. LUCIE COUNTY, FLORIDA.

CONTAINING 0.339 ACRES MORE OR LESS.

NOTE: THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction
of the description shown hereon. There has been no field work, viewing of
the subject property or monuments set in connection with the preparation
of the information shown hereon.

NOTE: Lands shown hereon were not abstracted for right-of-way
and/or easements of record.


GARY R. BURFORD, PROFESSIONAL SURVEYOR
AND MAPPER, FLORIDA REGISTRATION NO. 4981

11-2-05
DATE OF SIGNATURE

P:\600-599\B624\CAD\SURVEY\REPLAT\B624SK-01.dwg 2/3/2005 1:27:21 PM EST

SEE SHEET 2 OF 2 FOR SKETCH

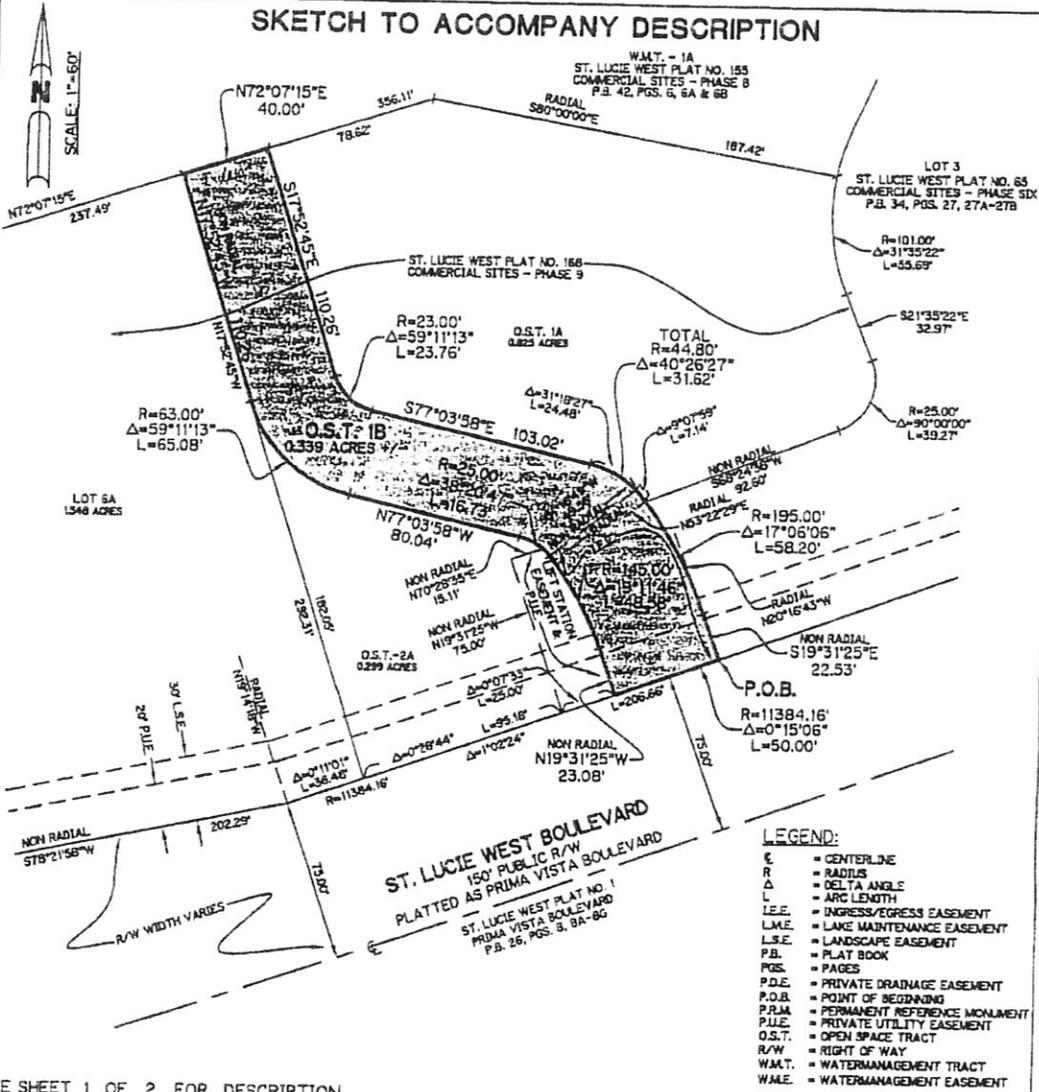
SHEET 1 OF 2

JOB No. B216	DRAWN: DDB	CHECKED: GRB	DESIGN: ARCADIS	DATE: 2-3-05
--------------	------------	--------------	-----------------	--------------



Lawson, Noble & Webb, Inc.
 ENGINEERS • PLANNERS • SURVEYORS
 590 NW Peacock Blvd, Suite 9, Port St. Lucie, FL 34986
 (772) 878-1700 • Fax: (772) 878-1802 • Web: www.lnw-inc.com
 West Palm Beach • Port St. Lucie • Orlando • Vero Beach
 BB 8432 / LB 0974

SKETCH TO ACCOMPANY DESCRIPTION



SEE SHEET 1 OF 2 FOR DESCRIPTION

JOB No. B216	DRAWN: DDB	CHECKED: GRB	DESIGN: ARCADIS	DATE: 2-3-05
--------------	------------	--------------	-----------------	--------------

SHEET 2 OF 2

3435

PLAT BOOK 42
 PAGE 27
 FILE NO. 22 7145
 DATE 4-25-03
 TIME 9:12A

ST. LUCIE WEST PLAT NO. 168 COMMERCIAL SITES - PHASE 9
 BEING A REPLAT OF ALL OF LOT 6 AND ALL OF OPEN SPACE TRACTS 1A AND 2A AS SHOWN ON THE PLAT OF ST. LUCIE WEST PLAT NO. 155, COMMERCIAL SITES - PHASE 8 RECORDED IN PLAT BOOK 42, PAGES 6, 6A AND 6B, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA LYING IN SECTION 25 TOWNSHIP 36 SOUTH, RANGE 39 EAST, CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA.
 AUGUST, 2003
 SHEET 1 OF 2

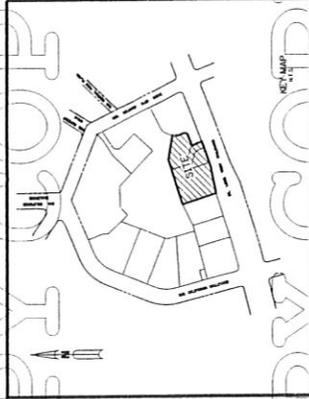
DESCRIPTION
 BEING ALL OF LOT 6 AND ALL OF OPEN SPACE TRACTS 1A AND 2A AS SHOWN ON THE PLAT OF ST. LUCIE WEST PLAT NO. 155, COMMERCIAL SITES - PHASE 8, RECORDED IN PLAT BOOK 42, PAGES 6, 6A AND 6B, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

CERTIFICATE OF OWNERSHIP & DEDICATION
 COUNTY OF ST. LUCIE

ST. LUCIE WEST DEVELOPMENT COMPANY, L.L.C. (THE COMPANY), A LIMITED LIABILITY COMPANY, HAS BEEN FORMED BY THE BOARD OF DIRECTORS OF THE COMPANY TO DEVELOP AND CONVEY TO THE CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA, THE COMMERCIAL SITES SHOWN ON THE PLAT OF ST. LUCIE WEST PLAT NO. 168, COMMERCIAL SITES - PHASE 9, BEING A REPLAT OF ALL OF LOT 6 AND ALL OF OPEN SPACE TRACTS 1A AND 2A AS SHOWN ON THE PLAT OF ST. LUCIE WEST PLAT NO. 155, COMMERCIAL SITES - PHASE 8, RECORDED IN PLAT BOOK 42, PAGES 6, 6A AND 6B, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

THE COMPANY HAS BEEN FORMED BY THE BOARD OF DIRECTORS OF THE COMPANY TO DEVELOP AND CONVEY TO THE CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA, THE COMMERCIAL SITES SHOWN ON THE PLAT OF ST. LUCIE WEST PLAT NO. 168, COMMERCIAL SITES - PHASE 9, BEING A REPLAT OF ALL OF LOT 6 AND ALL OF OPEN SPACE TRACTS 1A AND 2A AS SHOWN ON THE PLAT OF ST. LUCIE WEST PLAT NO. 155, COMMERCIAL SITES - PHASE 8, RECORDED IN PLAT BOOK 42, PAGES 6, 6A AND 6B, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

THE COMPANY HAS BEEN FORMED BY THE BOARD OF DIRECTORS OF THE COMPANY TO DEVELOP AND CONVEY TO THE CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA, THE COMMERCIAL SITES SHOWN ON THE PLAT OF ST. LUCIE WEST PLAT NO. 168, COMMERCIAL SITES - PHASE 9, BEING A REPLAT OF ALL OF LOT 6 AND ALL OF OPEN SPACE TRACTS 1A AND 2A AS SHOWN ON THE PLAT OF ST. LUCIE WEST PLAT NO. 155, COMMERCIAL SITES - PHASE 8, RECORDED IN PLAT BOOK 42, PAGES 6, 6A AND 6B, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.



TITLE CERTIFICATION
 COUNTY OF BROWARD

APPROPRIATE RECORD TITLE TO THE LAND DESCRIBED IS SHOWN ON THIS PLAT OF ST. LUCIE WEST PLAT NO. 168, COMMERCIAL SITES - PHASE 9, BEING A REPLAT OF ALL OF LOT 6 AND ALL OF OPEN SPACE TRACTS 1A AND 2A AS SHOWN ON THE PLAT OF ST. LUCIE WEST PLAT NO. 155, COMMERCIAL SITES - PHASE 8, RECORDED IN PLAT BOOK 42, PAGES 6, 6A AND 6B, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

MORTGAGE HOLDERS CONSENT
 COUNTY OF ST. LUCIE

I HEREBY CERTIFY THAT ON THIS DAY, BEING the 25th day of August, 2003, I HAVE REVIEWED THE INSTRUMENT BEING RECORDED AND AM AWARE OF THE CONTENTS THEREOF AND THE INTERESTS OF THE PARTIES HERETO AND I CONSENT TO THE RECORDING OF SAID INSTRUMENT AND TO THE CONVEYANCE OF THE LAND DESCRIBED THEREIN TO THE CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA.

ACKNOWLEDGMENT
 COUNTY OF ST. LUCIE

I HEREBY CERTIFY THAT ON THIS DAY, BEING the 25th day of August, 2003, I HAVE REVIEWED THE INSTRUMENT BEING RECORDED AND AM AWARE OF THE CONTENTS THEREOF AND THE INTERESTS OF THE PARTIES HERETO AND I CONSENT TO THE RECORDING OF SAID INSTRUMENT AND TO THE CONVEYANCE OF THE LAND DESCRIBED THEREIN TO THE CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA.

WITNESSES MY HAND AND OFFICIAL SEAL, IN THE COUNTY AND STATE LAST MENTIONED, ON THIS 25th day of August, 2003.

Notary Public for the State of Florida
 My Comm. Expires 08/25/05

CLERK'S RECORDING CERTIFICATE
 I HEREBY CERTIFY THAT THE INSTRUMENT BEING RECORDED IS A TRUE AND CORRECT COPY OF THE INSTRUMENT AS FILED FOR RECORD IN THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

STATE OF FLORIDA
 COUNTY OF ST. LUCIE
 CLERK OF THE COUNTY COURT

ACCEPTANCE OF DEDICATION
 STATE OF FLORIDA

I, THE CLERK OF THE COUNTY COURT, IN ACCORDANCE WITH CHAPTER 190, FLORIDA STATUTES, HAVE REVIEWED THE INSTRUMENT BEING RECORDED AND AM AWARE OF THE CONTENTS THEREOF AND I CONSENT TO THE RECORDING OF SAID INSTRUMENT AND TO THE CONVEYANCE OF THE LAND DESCRIBED THEREIN TO THE CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA.

STATE OF FLORIDA
 COUNTY OF ST. LUCIE
 CLERK OF THE COUNTY COURT

APPROVAL OF CITY COUNCIL
 COUNTY OF ST. LUCIE

I HEREBY CERTIFY THAT THE INSTRUMENT BEING RECORDED IS A TRUE AND CORRECT COPY OF THE INSTRUMENT AS FILED FOR RECORD IN THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

STATE OF FLORIDA
 COUNTY OF ST. LUCIE
 CLERK OF THE COUNTY COURT

SURVEYOR'S NOTES

1. BEARING SHOWN BELOW ARE BASED ON A BEARING OF SOUTH 89° 15' 00" WEST AND A DISTANCE OF 100.00 FEET TO THE CENTER OF LOT 6.5 SHOWN ON THE PLAT OF ST. LUCIE WEST PLAT NO. 155, COMMERCIAL SITES - PHASE 8, RECORDED IN PLAT BOOK 42, PAGES 6, 6A AND 6B, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

STATE OF FLORIDA
 COUNTY OF ST. LUCIE
 SURVEYOR

CLERK'S RECORDING CERTIFICATE
 COUNTY OF ST. LUCIE

I HEREBY CERTIFY THAT THE INSTRUMENT BEING RECORDED IS A TRUE AND CORRECT COPY OF THE INSTRUMENT AS FILED FOR RECORD IN THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

STATE OF FLORIDA
 COUNTY OF ST. LUCIE
 CLERK OF THE COUNTY COURT

ACKNOWLEDGMENT
 COUNTY OF ST. LUCIE

I HEREBY CERTIFY THAT ON THIS DAY, BEING the 25th day of August, 2003, I HAVE REVIEWED THE INSTRUMENT BEING RECORDED AND AM AWARE OF THE CONTENTS THEREOF AND THE INTERESTS OF THE PARTIES HERETO AND I CONSENT TO THE RECORDING OF SAID INSTRUMENT AND TO THE CONVEYANCE OF THE LAND DESCRIBED THEREIN TO THE CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA.

STATE OF FLORIDA
 COUNTY OF ST. LUCIE
 CLERK OF THE COUNTY COURT

ACKNOWLEDGMENT
 COUNTY OF ST. LUCIE

I HEREBY CERTIFY THAT ON THIS DAY, BEING the 25th day of August, 2003, I HAVE REVIEWED THE INSTRUMENT BEING RECORDED AND AM AWARE OF THE CONTENTS THEREOF AND THE INTERESTS OF THE PARTIES HERETO AND I CONSENT TO THE RECORDING OF SAID INSTRUMENT AND TO THE CONVEYANCE OF THE LAND DESCRIBED THEREIN TO THE CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA.

STATE OF FLORIDA
 COUNTY OF ST. LUCIE
 CLERK OF THE COUNTY COURT

WITNESSES MY HAND AND OFFICIAL SEAL, IN THE COUNTY AND STATE LAST MENTIONED, ON THIS 25th day of August, 2003.

Notary Public for the State of Florida
 My Comm. Expires 08/25/05

THIS INSTRUMENT PREPARED BY
 GARY R. BURFORD, P.S.M. 4981 STATE OF FLORIDA
 LAWSON, NOBLE AND WEBB, INC. LD NO. 0674
 590 NW PEACOCK BLVD. SUITE 9
 PORT ST. LUCIE, FLORIDA 34956
 SHEET 1 OF 2

3435
 36 42
 P 28



CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

AGENDA ITEM #: 10D
Meeting Date: 3/28/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager *JB*

FROM: Azlina Goldstein Siegel, Interim City Attorney *AS*

Agenda Item: Ordinance: Riverland/Kennedy DRI Property – Correction of Rights-of-Way Conveyances to the City *16-20*

Submittal Date: 3/21/2016

STRATEGIC PLAN LINK: PLAN FOR THE CITY'S FUTURE

BACKGROUND: Riverland/Kennedy II, LLC, a Florida limited liability company ("Riverland/Kennedy II"), Riverland/Kennedy III, LLC, a Florida limited liability company ("Riverland/Kennedy III"), and Riverland/Kennedy, LLP, a Florida limited liability partnership ("Riverland/Kennedy LLP") are the owners of certain real property consisting of approximately 3,845± acres (the "Riverland/Kennedy Properties") located south of the Tradition DRI, west of the Southern Grove DRI, west of Interstate I-95, and east of Range Line Road, in an area known as the Riverland/Kennedy DRI. The aforementioned property owners shall hereinafter be collectively referred to herein as "Riverland/Kennedy Group."

To provide some background history, the City agreed to annex certain property pursuant to that certain Annexation Agreement dated July 19, 2004, and entered into by and between Horizons Acquisition 5, LLC, a Florida limited liability company ("Southern Grove"), Horizons Acquisition 2, LLC, a Florida limited liability company ("Kennedy Groves"), St. Lucie Associates II, LLLP, a Florida limited liability partnership, and St. Lucie Associates III, LLLP, a Florida limited liability partnership (collectively "GL"), ACR Property, LLC, a Florida limited liability company, (each singly referred to as "Developer" and collectively "Developers"), and the City of Port St. Lucie. Said Annexation Agreement was recorded in Official Records Book 2137 at Page 2419 of the Public Records of St. Lucie County, Florida. Section 5(e) of the Annexation Agreement required each Developer to convey to the City certain rights-of-way, including a roadway network, within their portions of the "Annexation Properties," as defined under said Agreement and the amendments thereto. The First Amendment to the Annexation Agreement (the "1st Amendment") dated May 16, 2005, and entered into by the Developers (or their successors as may be applicable) and the City, served to amend, among other things, the roadway network conveyance requirements set forth in the first sentence of Paragraph 5(h) and the associated Exhibit "H" of the Annexation Agreement. Pursuant to the 1st Amendment, the Developers each conveyed a roadway network to the City, specifically arterial roadways as per Exhibit "H," as amended, which

included no less than three (3) north-south arterials and three (3) east-west arterials, in addition to Becker Road and Village Parkway.

The Riverland/Kennedy Group, in accordance with the Annexation Agreement, as amended, conveyed the required rights-of-way, which were based on sketches and legal descriptions prepared by Culpepper and Terpening, Inc. As part of the Riverland/Kennedy Group's plans to proceed with the zoning of the first parcel for development, they engaged Sand & Hills Surveying, Inc. to conduct a review of various legal descriptions affecting the Riverland/Kennedy Properties. This review revealed that there were some errors in the sketches and legal descriptions prepared by Culpepper and Terpening, Inc. that were used in the conveyance of the roadway network from the Riverland/Kennedy Group to the City. It has been identified that the errors cause significant shortfalls and gaps in the rights-of-way conveyed to the City. Accordingly, the Riverland/Kennedy Group has been working with City Staff to develop revised sketches and legal descriptions for a re-conveyance of a roadway network within the Riverland/Kennedy Properties.

ANALYSIS: It has been determined that the most efficient way to handle this matter is for the Riverland/Kennedy Group to convey to the City "new" and "revised" rights-of-way to the City in their entirety instead of piecemeal and specific to the erroneous legal descriptions, which are numerous. Therefore, the Riverland/Kennedy Group will be conveying the "new" and "revised" roadway network by Special Warranty Deeds that will be accomplished via a process and in a form approved by the Legal Department. The Special Warranty Deeds will be presented to City Council for approval at a future date. The Riverland/Kennedy Group is requesting that the City proceed with approving the ordinance authorizing the quit-claiming of its ownership interests in the "old" and "erroneous" roadway network so they may continue their progress in seeking MPUD zoning approvals for the development of their first parcel. The conveyance by the Riverland/Kennedy Group of the "new" and "revised" rights-of-way will be required prior to the City's recordation of the Quit Claim Deeds relinquishing title to the "old" roadway network.

Additionally, and subject to the requirements of the Annexation Agreement, the Riverland/Kennedy Group was required to convey to the City certain rights-of-way as part of a Development Order for the Riverland/Kennedy DRI, as approved by the City Council on January 26, 2015 via City Resolution 12-R69. These conveyances, which are identified under Paragraph 13 of Exhibit "B" to City Resolution 12-R69, are also affected by the recently discovered errors in the sketches and legal descriptions. Accordingly, the Riverland/Kennedy Group is requesting that the City proceed with approving the quit-claiming of its ownership interests in the "old" and "erroneous" rights-of-way concerning Community Boulevard, N/S BC and E/W 2, Becker Road and N/S B. The conveyance by the Riverland/Kennedy Group of the "revised," "new" and/or "additional" rights-of-way will be required prior to the City's recordation of the Quit Claim Deeds relinquishing title to the "old" and "erroneous" rights-of-way described hereinabove.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: The City's Legal Department worked with the Riverland/Kennedy Group, the Planning & Zoning Department and the Public Works Department on this matter. The Ordinance and Quit Claim Deeds were reviewed by Azlina Goldstein Siegel, Interim City Attorney, and are approved as to form and legal sufficiency.

STAFF RECOMMENDATION: Approval of the conveyances is recommended by the Planning & Zoning Department and the Public Works Department.

SPECIAL CONSIDERATION: N/A.

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 3/28/2016

LOCATION OF PROJECT: Riverland/Kennedy DRI.

ATTACHMENTS: Authorizing Ordinance with Quit Claim Deeds Exhibit

cc: Patti Tobin, AICP, Director of Planning and Zoning
Anne Cox, Assistant Director of Planning and Zoning
James E. Angstadt, PE, Public Works Director

ORDINANCE 16 -20

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF ERRONEOUSLY DESCRIBED RIGHTS-OF-WAY VIA QUIT CLAIM DEEDS FROM THE CITY OF PORT ST. LUCIE TO RIVERLAND/KENNEDY II, A FLORIDA LIMITED LIABILITY, RIVERLAND/KENNEDY III, A FLORIDA LIMITED LIABILITY COMPANY AND RIVERLAND/KENNEDY, LLP, A FLORIDA LIMITED LIABILITY PARTNERSHIP; PROVIDING AN EFFECTIVE DATE.

THE CITY OF PORT ST. LUCIE HEREBY ORDAINS:

Section 1. That there is hereby authorized the conveyance of various quit claim deeds (“City Deeds”), from the City of Port St. Lucie to Riverland/Kennedy II, a Florida limited liability company, Riverland/Kennedy III, a Florida limited liability company, and/or Riverland/Kennedy, LLP, a Florida limited liability partnership (collectively, the “Riverland/Kennedy Group”), which shall serve to relinquish any ownership interests in certain rights-of-way that were previously conveyed to the City by the Riverland/Kennedy Group, or their predecessor in title, pursuant to (i) that certain Annexation Agreement dated July 19, 2004, and recorded on January 13, 2005 in Official Records Book 2137 at Page 2419 of the Public Records of St. Lucie County, Florida (the “Annexation Agreement”), as amended, and (ii) City Resolution 12-R69. The rights-of-way and roadway networks that were previously conveyed to the City contain various errors in the legal descriptions. The City’s relinquishment of title will allow for the Riverland/Kennedy Group’s simultaneous conveyance of new and/or revised rights-of-way and roadway networks that have been already approved by the various departments of the City of Port St. Lucie.

Section 2. The conveyance of revised, new, and/or additional rights-of-way will be accomplished via Special Warranty Deeds and future platting. The conveyance by City Deeds to the Riverland/Kennedy Group of the erroneously described rights-of-way as previously conveyed to the City is contingent upon the execution and recordation of instruments that serve to first convey to the City new, revised and/or additional rights-of-way as contemplated under the Annexation Agreement, as amended, and City Resolution 12-R69.

Section 3. The City Council Agenda Memorandum from Azlina Goldstein Siegel, Interim City Attorney, thru Jeff Bremer, City Manager, to the Mayor and City Council, dated March 21, 2016, which serves (i) to explain the proposed conveyances from the City to the Riverland/Kennedy Group and (ii) to present this matter for City Council consideration is incorporated herein by reference.

Section 4. The proposed City Deeds are attached hereto as Composite Exhibit “A,”

ORDINANCE 16 -20

and are authorized and approved in substantially the same form attached hereto. The Mayor and City Officials are hereby authorized to execute any and all documents necessary to complete this proposed real estate transaction.

Section 5. That this Ordinance shall become effective ten (10) days after its final adoption.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, this ____ day of _____, 2016.

ATTEST:

CITY COUNCIL
CITY OF PORT ST. LUCIE

Karen A. Phillips, City Clerk

By: _____
Gregory J. Oravec, Mayor

APPROVED AS TO FORM:

By: _____
Azlina Goldstein Siegel,
Interim City Attorney

COMPOSITE EXHIBIT

“A”

[A-1 to A-9]

(to Authorizing Ordinance)

EXHIBIT

“A-1”

(to Authorizing Ordinance)

**Quit Claim Deed from City
to Riverland/Kennedy III, LLC**

Reference: E/W 1

This instrument prepared by (and after recording should be returned to):
Riverland/Kennedy III, LLC
1600 Sawgrass Corporate Parkway, Suite 400
Sunrise, Florida 33323
Attn: Clayton M. Ratliff, Esq.

(Space Reserved for Clerk of Court)

QUITCLAIM DEED

THIS QUITCLAIM DEED is made and given this _____ day of March, 2016 by CITY OF PORT ST. LUCIE, a Florida municipal corporation, having an address of 121 S.W. Port St. Lucie Boulevard, Port St. Lucie, Florida 34984-5099 (the "Grantor") to RIVERLAND/KENNEDY III, LLC, a Florida limited liability company, having an address of 1600 Sawgrass Corporate Parkway, Suite 400, Sunrise, Florida 33323 (the "Grantee"). Wherever used herein, the terms "Grantor" and "Grantee" shall include the parties to this instrument and their respective successors and assigns.

WITNESSETH:

GRANTOR, for and in consideration of Ten and No/100 (\$10.00) Dollars paid by Grantee to Grantor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby remise, release and quitclaim unto Grantee, forever, all the right, title, interest, claim and demand which Grantor has in and to the following described property located in St. Lucie County, Florida (the "Property"), to wit:

See Exhibit "A" attached hereto and made a part hereof.

THIS CONVEYANCE is made subject to the following: (a) real estate taxes and assessments for the year 2016 and subsequent years not yet due or payable; (b) all laws, ordinances, regulations, restrictions, prohibitions and other requirements imposed by governmental authorities, including, without limitation, all building, zoning, land use and environmental laws, ordinances, codes and regulations; (c) matters which would be disclosed by an accurate survey of the Property; and (d) easements, covenants, conditions, restrictions, reservations, limitations and other matters of record, if any, but this reference shall not operate to reimpose same.

GRANTEE ACKNOWLEDGES AND AGREES that the Property is being conveyed unto Grantee in its "AS-IS, WHERE-IS" condition with all faults and defects, latent and patent, and without any warranties or representations, either express or implied, of any kind, nature or type whatsoever from Grantor.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of Grantor, either in law or in equity, to the only proper use, benefit and behoof of Grantee.

[Signatures and Acknowledgements Appear on the Following Page]

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

GRANTOR:

CITY OF PORT ST. LUCIE, a Florida municipal
corporation

Name: _____

By: _____

Print Name: _____

Title: _____

Name: _____

STATE OF FLORIDA)

COUNTY OF ST. LUCIE)

The foregoing instrument was acknowledged before me this ____ day of March, 2016 by _____, as _____ of CITY OF PORT ST. LUCIE, a Florida municipal corporation, on behalf of the corporation. He/She () is personally known to me or () has produced _____ as identification.

Notary Public

Name: _____

My Commission Expires: _____

EXHIBIT "A"

Legal Description of the Property

[See attached six (6) pages]

LEGAL DESCRIPTION

THIS IS NOT A SURVEY

A PARCEL OF LAND LYING IN SECTIONS 16, 17 AND 18, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 557, PAGE 676, OF THE PUBLIC RECORDS, OF ST. LUCIE COUNTY, FLORIDA; THENCE NORTH 89°51'42" WEST, ALONG THE NORTHERLY LINE OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 557, PAGE 676, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, A DISTANCE OF 75.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE N89°51'42"W ALONG SAID NORTHERLY LINE, A DISTANCE OF 9,646.91 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 2,150.00 FEET; THENCE WESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 14°34'19", AN ARC DISTANCE OF 546.81 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 2,000.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°34'19", AN ARC DISTANCE OF 508.66 FEET; THENCE N89°51'42"W FOR 148.06 FEET, TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 2,000.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°34'20", AN ARC DISTANCE OF 508.67 FEET, TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 2,150.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°34'20", AN ARC DISTANCE OF 546.82 FEET RETURNING TO THE NORTHERLY LINE DESCRIBED IN OFFICIAL RECORDS BOOK 557, PAGE 676; THENCE N89°51'42"W ALONG SAID NORTHERLY LINE, FOR 3,984.50 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF RANGE LINE ROAD (A VARIABLE WIDTH RIGHT OF WAY) AS SHOWN ON THE STATE OF FLORIDA RIGHT-OF-WAY MAP FOR STATE ROAD 609 SECTION 94002-2501, LAST REVISED 1-65; THENCE S00°00'42"E, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, FOR 185.36 FEET; THENCE N45°08'18"E A DISTANCE OF 50.00 FEET TO A POINT 150.00 FEET SOUTH OF THE NORTHERLY LINE OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 557, PAGE 676, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE S89°51'42"E, 150.00 FEET SOUTH OF, AND PARALLEL WITH SAID NORTHERLY LINE A DISTANCE OF 3,948.66 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 2,000.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°34'20", AN ARC DISTANCE OF 508.67 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 2,150.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°34'20", AN ARC DISTANCE OF 546.81 FEET; THENCE S89°51'42"E FOR 148.06 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 2,150.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°34'19", AN ARC DISTANCE OF 546.81 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 2,000.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°34'19", AN ARC DISTANCE OF 508.66 FEET TO A POINT 150.00 FEET SOUTH OF THE NORTHERLY LINE OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 557, PAGE 676, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE S89°51'42"E, 150.00 FEET SOUTH OF, AND PARALLEL WITH SAID NORTHERLY LINE A DISTANCE OF 9,528.92 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 57°04'45" AN ARC DISTANCE OF 49.81 FEET, TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 180.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 24°13'17", AN ARC DISTANCE OF 76.09 FEET, TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 57°04'45", AN ARC DISTANCE OF 49.81 FEET, TO A POINT OF CUSP; THENCE N00°04'31"E A DISTANCE OF 268.15 FEET TO THE POINT OF BEGINNING.

CONTAINING 54.851 ACRES, MORE OR LESS.

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON. THERE HAS BEEN NO FIELD WORK, VIEWING OF THE SUBJECT PROPERTY OR MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON.

NOTE: LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHT-OF-WAY AND/OR EASEMENTS OF RECORD.

[Signature]
THOMAS P. KIERNAN
Professional Surveyor & Mapper
Florida Certificate No. 6199

11/6/15
DATE

E/W #1

Sheet 1 of 4

LEGAL DESCRIPTION

File: 14-172s&d
E/W #1
Date: 10-20-15

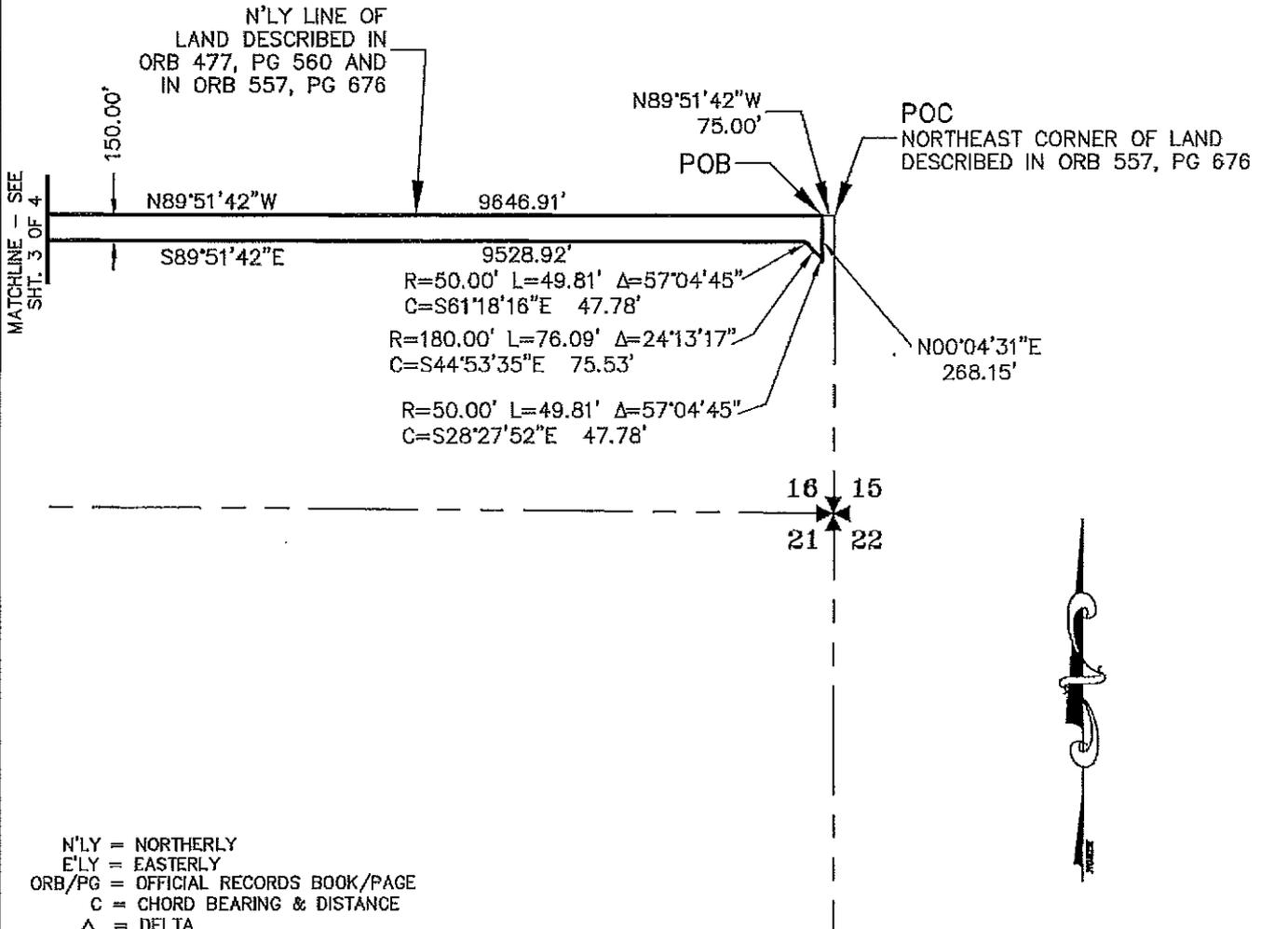
Tech: GLM



CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET
FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 FAX 772-464-9497
www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. 1B 4286

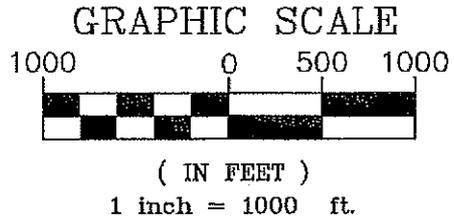
P:\Prof-2014\14-172.001 GL Homes quit claim s&d\14-172 s&d EW #1.dwg, 11/5/2015 3:42:55 PM

THIS IS NOT A SURVEY SKETCH TO ACCOMPANY



NLY = NORTHERLY
 ELY = EASTERLY
 ORB/PAGE = OFFICIAL RECORDS BOOK/PAGE
 C = CHORD BEARING & DISTANCE
 Δ = DELTA
 R = RADIUS
 L = ARC LENGTH
 NLY = NORTHERLY
 PG = PAGE
 PB = PLAT BOOK
 POB = POINT OF BEGINNING
 POC = POINT OF COMMENCEMENT
 PLS = PROFESSIONAL LAND SURVEYOR

BEARINGS SHOWN HEREON ARE RELATED TO THE
 EAST LINE OF LANDS DESCRIBED IN ORB 557, PG
 676 HAVING A BEARING OF S00°04'31"W, AND ALL
 OTHER BEARINGS ARE RELATIVE THERETO.



E/W #1

Sheet 2 of 4

SKETCH OF DESCRIPTION

File: 14-172s&d
 E/W #1
 Date: 10-20-15

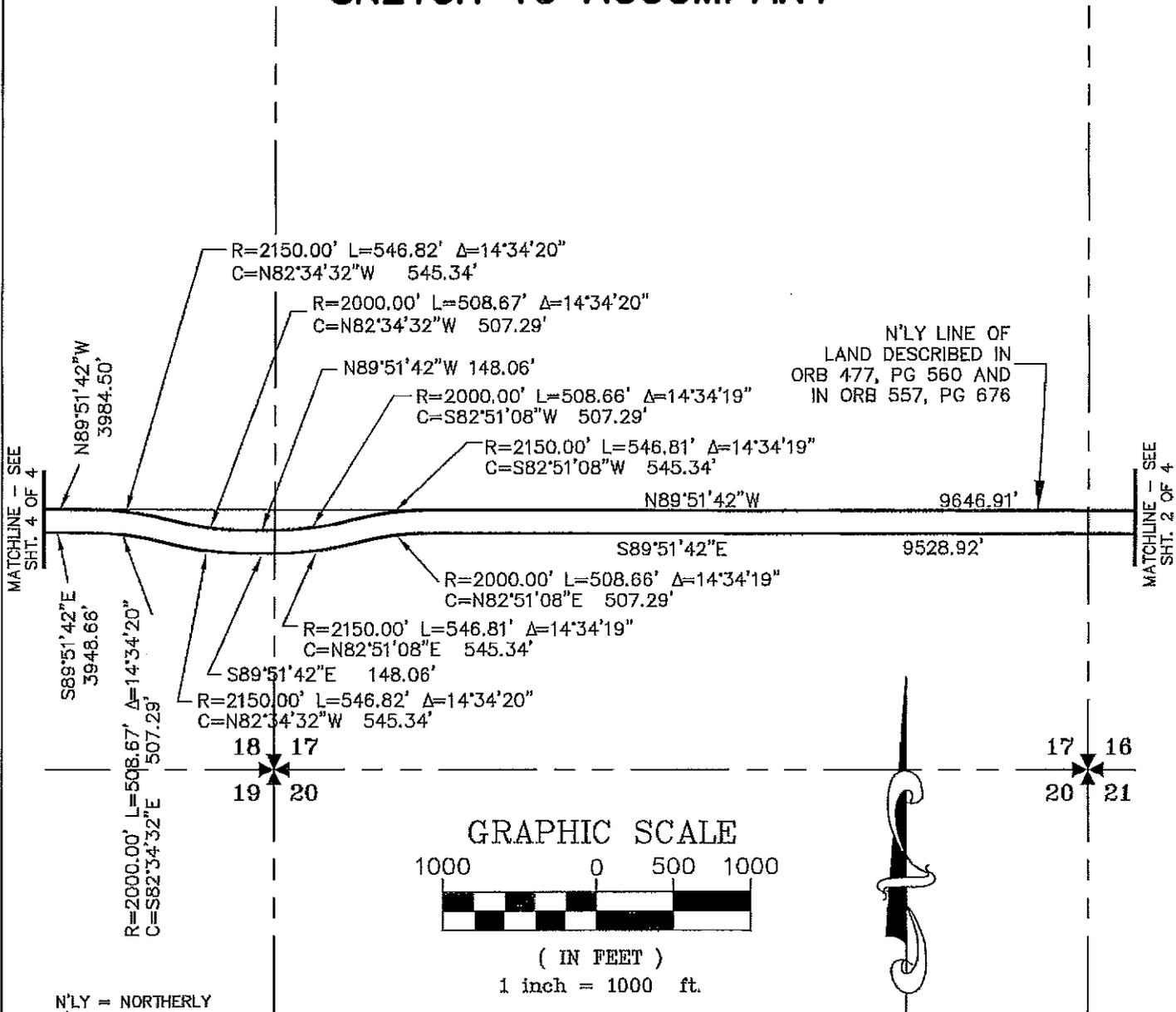
Tech: GLM



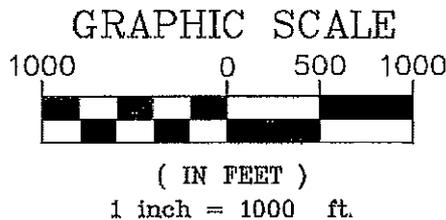
CULPEPPER & TERPENING, INC
 CONSULTING ENGINEERS | LAND SURVEYORS
 2980 SOUTH 25th STREET
 FORT PIERCE, FLORIDA 34981
 PHONE 772-464-3537 FAX 772-464-9497
 www.ct-eng.com
 STATE OF FLORIDA CERTIFICATION No. LB 4286

P:\Proj-2014\14-172.001 GL Homes\q\ut claim: s&d\14-172 s&d EW #1.dwg, 11/5/2015 3:48:12 PM

THIS IS NOT A SURVEY SKETCH TO ACCOMPANY



N'LY LINE OF
LAND DESCRIBED IN
ORB 477, PG 560 AND
IN ORB 557, PG 676



- N'LY = NORTHERLY
- E'LY = EASTERLY
- ORB/PG = OFFICIAL RECORDS BOOK/PAGE
- C = CHORD BEARING & DISTANCE
- Δ = DELTA
- R = RADIUS
- L = ARC LENGTH
- N'LY = NORTHERLY
- PG = PAGE
- PB = PLAT BOOK
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- PLS = PROFESSIONAL LAND SURVEYOR

BEARINGS SHOWN HEREON ARE RELATED TO THE EAST LINE OF LANDS DESCRIBED IN ORB 557, PG 676 HAVING A BEARING OF S00°04'31"W, AND ALL OTHER BEARINGS ARE RELATIVE THERETO.

E/W #1

Sheet 3 of 4

SKETCH OF DESCRIPTION

File: 14-172s&d
E/W #1
Date: 10-20-15

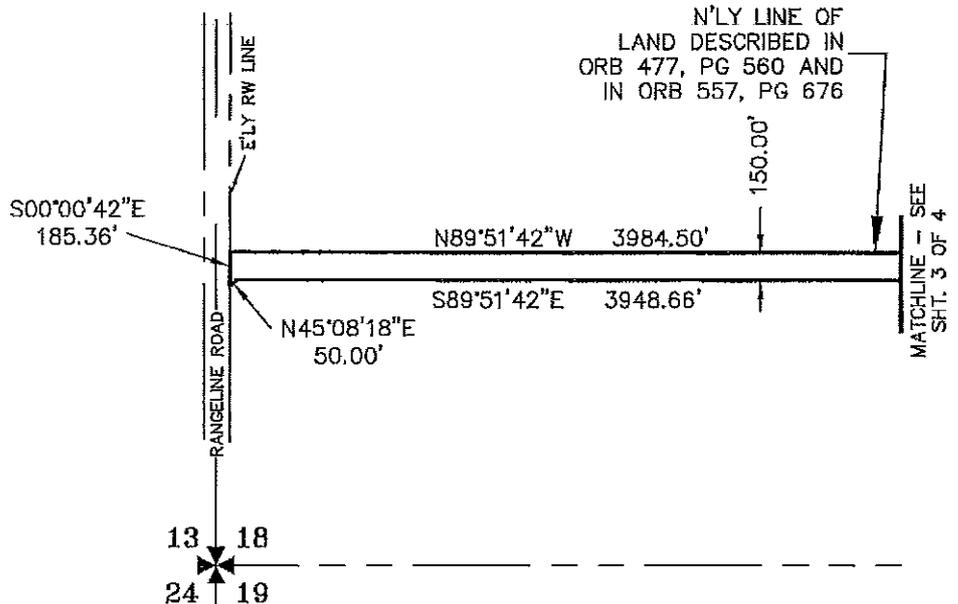
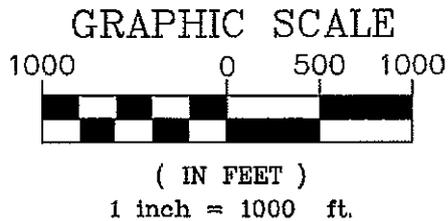
Tech: GLM



CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET
FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 FAX 772-464-9497
www.cl-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 4286

P:\Proj-2014\14-172.001 GL Homes\quit claim s&c\14-172.s&d EW #1.dwg, 11/5/2015 3:43:18 PM

THIS IS NOT A SURVEY SKETCH TO ACCOMPANY



- N'LY = NORTHERLY
- E'LY = EASTERLY
- ORB/PG = OFFICIAL RECORDS BOOK/PAGE
- C = CHORD BEARING & DISTANCE
- Δ = DELTA
- R = RADIUS
- L = ARC LENGTH
- N'LY = NORTHERLY
- PG = PAGE
- PB = PLAT BOOK
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- PLS = PROFESSIONAL LAND SURVEYOR

BEARINGS SHOWN HEREON ARE RELATED TO THE EAST LINE OF LANDS DESCRIBED IN ORB 557, PG 676 HAVING A BEARING OF S00°04'31\"/>

E/W #1

Sheet 4 of 4

SKETCH OF DESCRIPTION

File: 14-172s&d
E/W #1
Date: 10-20-15

Tech: GLM



CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET
FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 FAX 772-464-9497
www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 4286

SKETCH AND DESCRIPTION

THIS IS NOT A SURVEY!



DESCRIPTION: PARCEL TP-PSL-2

A PARCEL OF LAND LYING IN SECTION 18, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF TRACT R-2, SOUTHERN GROVE PLAT NO. 4, AS RECORDED IN PLAT BOOK 56 AT PAGE 18 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, SAID POINT ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF COMMUNITY BOULEVARD AS RECORDED IN OFFICIAL RECORDS BOOK 2418 AT PAGE 2671, SAID PUBLIC RECORDS; THENCE S88°40'20"W, A DISTANCE OF 10,881.43 FEET TO THE POINT OF BEGINNING;

THENCE S00°03'26"W, A DISTANCE OF 1.43 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 2,150.00 FEET AND A CENTRAL ANGLE OF 13°34'06"; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 509.15 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 2,000.00 FEET AND A CENTRAL ANGLE OF 14°34'19"; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 508.66 FEET; THENCE N89°50'39"W, A DISTANCE OF 643.10 FEET; THENCE N45°08'18"E, A DISTANCE OF 1.31 FEET; THENCE ALONG THE SOUTH RIGHT OF WAY LINE OF EW#1 RIGHT OF WAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 2972, PAGE 829, SAID PUBLIC RECORDS FOR THE FOLLOWING THREE COURSES, S89°51'42"E, A DISTANCE OF 642.15 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 2,000.00 FEET AND A CENTRAL ANGLE OF 14°34'19"; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 508.66 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 2,150.00 FEET AND A CENTRAL ANGLE OF 13°34'05"; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 509.14 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.0445 ACRES, MORE OR LESS.

CERTIFICATION:

I HEREBY CERTIFY THAT THE SKETCH AND DESCRIPTION AS SHOWN HEREON, MEETS THOSE STANDARDS CONTAINED IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, FLORIDA STATUTES. THIS SKETCH AND DESCRIPTION OR COPIES HEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL SEAL OF A FLORIDA SURVEYOR AND MAPPER.

DATE: 1/11/16

PERRY C. WHITE
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 4213

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON. THERE HAS BEEN NO FIELD WORK, VIEWING OF THE SUBJECT PROPERTY, OR MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON.

NOTE: LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RESTRICTIONS, RIGHTS-OF-WAY OR EASEMENTS OF RECORD.

SKETCH & DESCRIPTION RIVERLAND EW1, PARCEL TP-PSL-2 SECTION 18 TOWNSHIP 37S, RANGE 39E	DATE: 1/11/16	SHEET 1 OF 2
	REVIEWED: PW	DRAWN: BEJ
	DRAWING No: D0248LGEW1 TP-PSL-2	



SKETCH AND DESCRIPTION

THIS IS NOT A SURVEY!

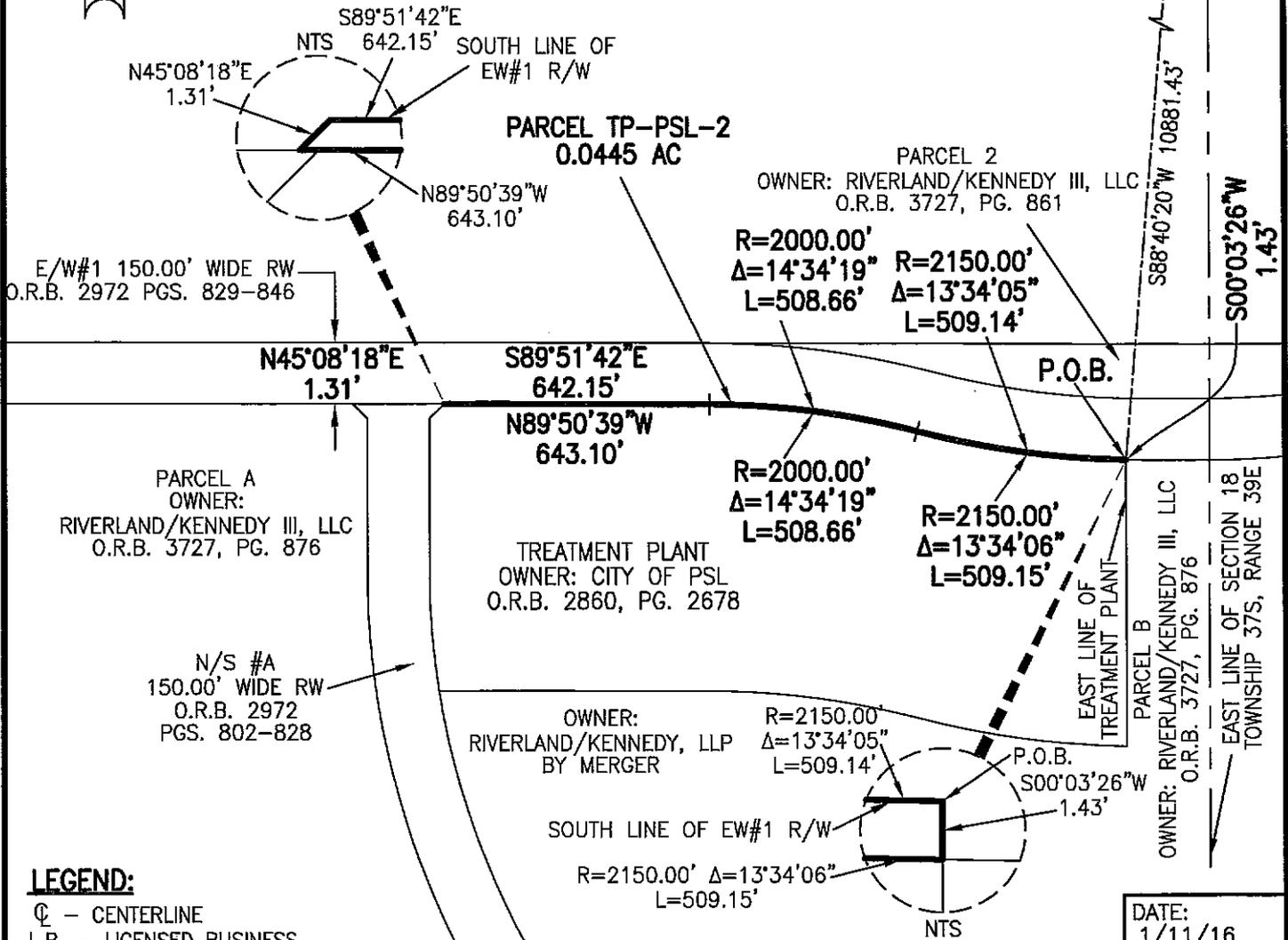
COMMUNITY BOULEVARD
O.R.B. 2418, PG. 2671

P.O.C.
SE CORNER OF TRACT R-2
SOUTHERN GROVE
PLAT NO. 4
P.B. 56, PG. 18

SOUTHERN GROVE PLAT NO. 4
P.B. 56, PG. 18

(BASIS OF BEARINGS)
S. LINE SOUTHERN
GROVE PLAT NO. 4

NOTE: BEARINGS SHOWN HEREON ARE BASED ON THE STATE PLANE GRID, FLORIDA EAST ZONE, THE SOUTH LINE OF SOUTHERN GROVE PLAT NO. 4 HAVING A BEARING OF S89°50'39"E WITH ALL OTHER BEARINGS BEING RELATIVE THERETO.



LEGEND:

- ⊙ - CENTERLINE
- L.B. - LICENSED BUSINESS
- O.R.B. - OFFICIAL RECORDS BOOK
- P.O.C. - POINT OF COMMENCEMENT
- P.O.B. - POINT OF BEGINNING
- P.B. - PLAT BOOK
- PGS. - PAGES
- RB - RADIAL BEARING

DATE:
1/11/16

SKETCH & DESCRIPTION RIVERLAND EW1, PARCEL TP-PSL-2 SECTION 18 TOWNSHIP 37S, RANGE 39E	SCALE: 1"=400'	SHEET 2 OF 2
	REVIEWED: PW	DRAWN: BEJ
	DRAWING No: D0248LGEW1 TP-PSL-2	

EXHIBIT

“A-2”

(to Authorizing Ordinance)

**Quit Claim Deed from City
to Riverland/Kennedy, LLP**

Reference: E/W 2

This instrument prepared by (and after recording should be returned to):
Riverland/Kennedy, LLP
1600 Sawgrass Corporate Parkway, Suite 400
Sunrise, Florida 33323
Attn: Clayton M. Raliff, Esq.

(Space Reserved for Clerk of Court)

QUITCLAIM DEED

THIS QUITCLAIM DEED is made and given this ____ day of March, 2016 by CITY OF PORT ST. LUCIE, a Florida municipal corporation, having an address of 121 S.W. Port St. Lucie Boulevard, Port St. Lucie, Florida 34984-5099 (the "Grantor") to RIVERLAND/KENNEDY, LLP, a Florida limited liability partnership, having an address of 1600 Sawgrass Corporate Parkway, Suite 400, Sunrise, Florida 33323 (the "Grantee"). Wherever used herein, the terms "Grantor" and "Grantee" shall include the parties to this instrument and their respective successors and assigns.

WITNESSETH:

GRANTOR, for and in consideration of Ten and No/100 (\$10.00) Dollars paid by Grantee to Grantor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby remise, release and quitclaim unto Grantee, forever, all the right, title, interest, claim and demand which Grantor has in and to the following described property located in St. Lucie County, Florida (the "Property"), to wit:

See Exhibit "A" attached hereto and made a part hereof.

THIS CONVEYANCE is made subject to the following: (a) real estate taxes and assessments for the year 2016 and subsequent years not yet due or payable; (b) all laws, ordinances, regulations, restrictions, prohibitions and other requirements imposed by governmental authorities, including, without limitation, all building, zoning, land use and environmental laws, ordinances, codes and regulations; (c) matters which would be disclosed by an accurate survey of the Property; and (d) easements, covenants, conditions, restrictions, reservations, limitations and other matters of record, if any, but this reference shall not operate to reimpose same.

GRANTEE ACKNOWLEDGES AND AGREES that the Property is being conveyed unto Grantee in its "AS-IS, WHERE-IS" condition with all faults and defects, latent and patent, and without any warranties or representations, either express or implied, of any kind, nature or type whatsoever from Grantor.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of Grantor, either in law or in equity, to the only proper use, benefit and behoof of Grantee.

[Signatures and Acknowledgements Appear on the Following Page]

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

GRANTOR:

CITY OF PORT ST. LUCIE, a Florida municipal
corporation

Name: _____

By: _____

Print Name: _____

Title: _____

Name: _____

STATE OF FLORIDA)

COUNTY OF ST. LUCIE)

The foregoing instrument was acknowledged before me this _____ day of March, 2016 by _____, as _____ of CITY OF PORT ST. LUCIE, a Florida municipal corporation, on behalf of the corporation. He/She () is personally known to me or () has produced _____ as identification.

Notary Public

Name: _____

My Commission Expires: _____

EXHIBIT "A"

Legal Description of the Property

[See attached four (4) pages]

THIS IS NOT A SURVEY

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTIONS 19, 20, 21, AND 22, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, (AS RECORDED IN O.R.B. 2972, PAGE 829), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL "A"

COMMENCE AT THE NORTHEAST CORNER LAND DESCRIBED IN OFFICIAL RECORDS BOOK 557, PAGE 676, OF THE PUBLIC RECORDS, OF ST. LUCIE COUNTY, FLORIDA; THENCE S00°04'31"W ALONG THE EAST LINE OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 557, PAGE 676, OF THE PUBLIC RECORDS, OF ST. LUCIE COUNTY, FLORIDA, A DISTANCE OF 3469.38 FEET; THENCE N89°54'26"W A DISTANCE OF 75.00 FEET TO THE POINT OF BEGINNING OF PARCEL "A"; THENCE N44°57'41"W A DISTANCE OF 49.47 FEET; THENCE N89°57'41"W A DISTANCE OF 5,275.33 FEET; THENCE S45°05'34"W A DISTANCE OF 49.55 FEET TO POINT "A"; THENCE N00°28'42"W A DISTANCE OF 170.02 FEET; THENCE S44°54'26"E A DISTANCE OF 49.46 FEET; THENCE S89°57'41"E A DISTANCE OF 5,277.06 FEET; THENCE N45°02'19"E A DISTANCE OF 49.53 FEET; THENCE S00°04'31"W FOR 170.00 FEET TO THE POINT OF BEGINNING.

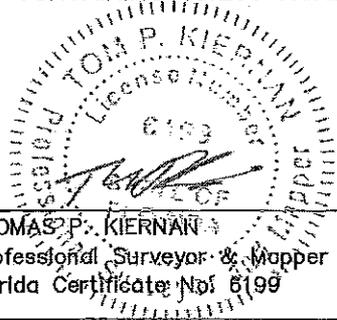
CONTAINING 12.329 ACRES, MORE OR LESS.

TOGETHER WITH:

PARCEL "B"

COMMENCING AT SAID POINT "A"; THENCE S89°49'35"W A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING; THENCE N44°54'26"W A DISTANCE OF 50.00 FEET; THENCE N89°54'26"W A DISTANCE OF 278.26 FEET, TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 2,050.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1,088.61 FEET, THROUGH A CENTRAL ANGLE OF 30°25'33"; THENCE N59°28'53"W A DISTANCE OF 462.93 FEET, TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 1,950.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1,572.37 FEET, THROUGH A CENTRAL ANGLE OF 46°12'00"; THENCE S74°19'07"W A DISTANCE OF 2,264.28 FEET; THENCE S29°19'07"W A DISTANCE OF 51.19 FEET TO THE INTERSECTION WITH A NON TANGENT CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 2,080.00 FEET, THE CHORD OF WHICH BEARS N15°40'53"W; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 172.44 FEET, THROUGH A CENTRAL ANGLE OF 04°45'00"; THENCE S60°40'53"E A DISTANCE OF 51.19 FEET; THENCE N74°19'07"E A DISTANCE OF 2,264.28 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 2,050.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1,653.00 FEET, THROUGH A CENTRAL ANGLE OF 46°12'00"; THENCE S59°28'53"E A DISTANCE OF 462.93 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 1,950.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1,035.51 FEET THROUGH A CENTRAL ANGLE OF 30°25'33"; THENCE S89°54'26"E A DISTANCE OF 277.26 FEET; THENCE N45°05'34"E A DISTANCE OF 49.01 FEET; THENCE S00°28'42"E A DISTANCE OF 170.02 FEET TO THE POINT OF BEGINNING.

CONTAINING 13.256 ACRES, MORE OR LESS.



5/1/15
DATE

THOMAS P. KIERNAN
Professional Surveyor & Mapper
Florida Certificate No: 6199

E/W #2

Sheet 1 of 4
NOT VALID WITHOUT SHEETS 2 THROUGH 4 OF 4

LEGAL DESCRIPTION

File: 04-233RW4.3
Date: 1-20-07
REVISED 7-9-07 (RD)
10-04-07 (MDP)
5-01-15 GLM
Tech: MDP

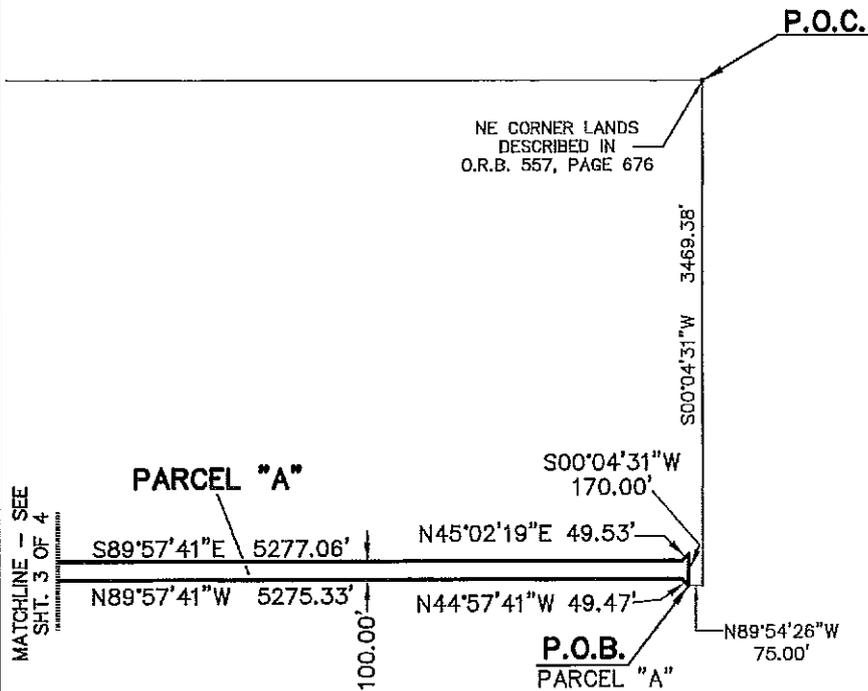
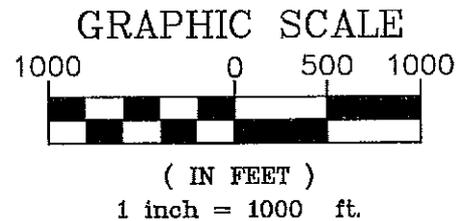


CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET
FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 FAX 772-464-9497
www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. 1.B 4286

P:\Proj-2014\14-172.001 GL Homes's&d roads\04-233 RW4.3.dwg, 5/1/2015 9:05:50 AM

THIS IS NOT A SURVEY SKETCH TO ACCOMPANY

E'LY = EASTERLY
 CHD. BRG. = CHORD BEARING
 SEC. = SECTION
 COR. = CORNER
 C. = CHORD
 R = RADIUS
 L = ARC LENGTH
 S'LY = SOUTHERLY
 PG = PAGE
 PB = PLAT BOOK
 POB = POINT OF BEGINNING
 POC = POINT OF COMMENCEMENT
 PLS = PROFESSIONAL LAND SURVEYOR
 BEARINGS SHOWN HEREON ARE ASSUMED AND
 RELATED TO THE CENTERLINE OF TRADITION
 PARKWAY (P.B. 42, PG. 5-5F) HAVING A BEARING
 OF S89°57'05"E, AND ALL OTHER BEARINGS ARE
 RELATIVE THERETO.



E/W #2

Sheet 2 of 4
NOT VALID WITHOUT SHEETS 1, 3 & 4 OF 4

SKETCH OF DESCRIPTION

File: 04-233RW4.3
 Date: 1-20-07
 REVISED 7-9-07 by: RD
 10-04-07 (MDP)
 5-01-15 GLM

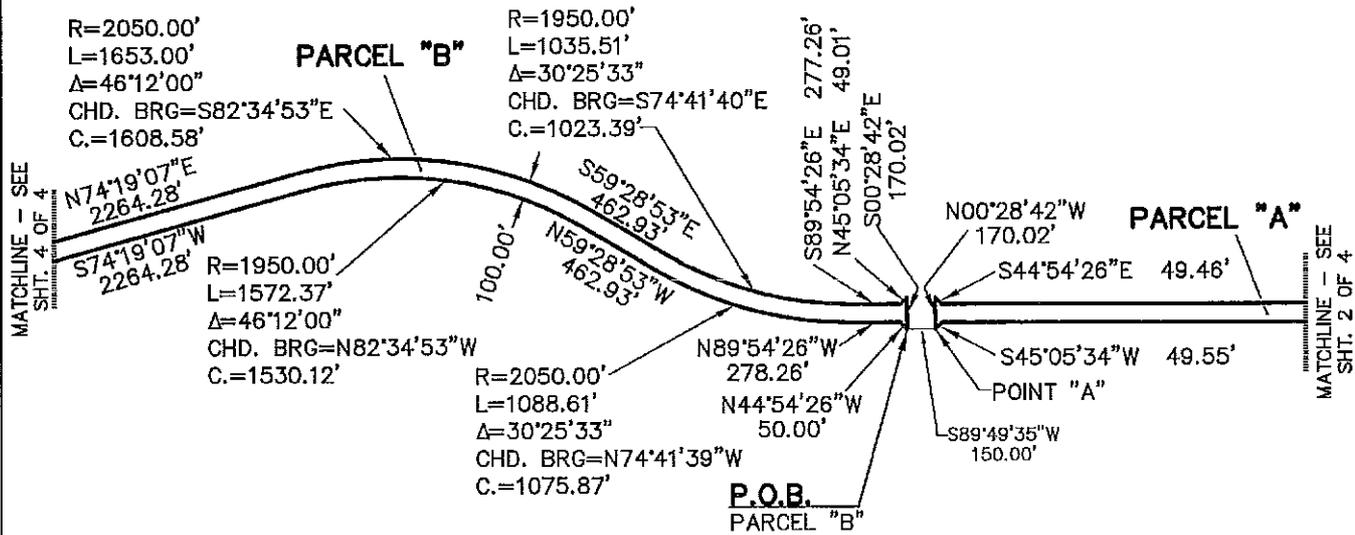
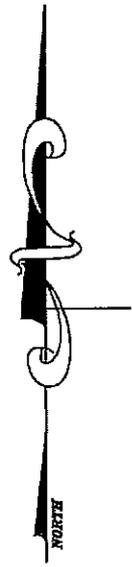
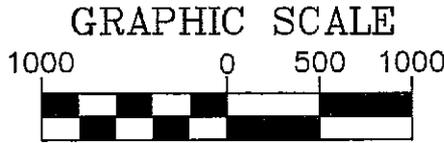
Tech: MDP



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

THIS IS NOT A SURVEY SKETCH TO ACCOMPANY

MATCHLINE - SEE
SHT. 2 OF 4



E'LY = EASTERLY
 CHD. BRG. = CHORD BEARING
 SEC. = SECTION
 COR. = CORNER
 C. = CHORD
 R = RADIUS
 L = ARC LENGTH
 S'LY = SOUTHERLY
 PG = PAGE
 PB = PLAT BOOK
 POB = POINT OF BEGINNING
 POC = POINT OF COMMENCEMENT
 PLS = PROFESSIONAL LAND SURVEYOR
 BEARINGS SHOWN HEREON ARE ASSUMED AND RELATED TO THE CENTERLINE OF TRADITION PARKWAY (P.B. 42, PG. 5-5F) HAVING A BEARING OF S89°57'05"E, AND ALL OTHER BEARINGS ARE RELATIVE THERETO.

E/W #2

Sheet 3 of 4
NOT VALID WITHOUT SHEETS 1, 2 & 4 OF 4

SKETCH OF DESCRIPTION

File: 04-233RW4.3
 Date: 1-20-07
 REVISED 7-9-07 by: RD
 10-04-07 (MDP)
 5-01-15 GLM
 Tech: MDP



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. 1.B.4286

THIS IS NOT A SURVEY SKETCH TO ACCOMPANY



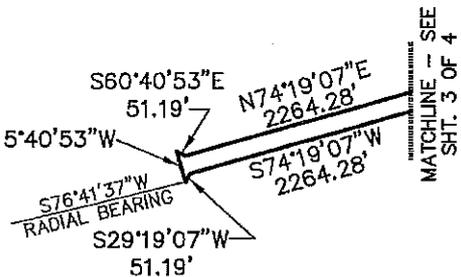
GRAPHIC SCALE



(IN FEET)

1 inch = 1000 ft.

R=2080.00'
L=172.44'
Δ=4°45'00"
CHD. BRG=N15°40'53"W
C.=172.39'



E'LY = EASTERLY
CHD. BRG. = CHORD BEARING
SEC. = SECTION
COR. = CORNER
C. = CHORD
R = RADIUS
L = ARC LENGTH
S'LY = SOUTHERLY
PG = PAGE
PB = PLAT BOOK
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
PLS = PROFESSIONAL LAND SURVEYOR
BEARINGS SHOWN HEREON ARE ASSUMED AND RELATED TO THE CENTERLINE OF TRADITION PARKWAY (P.B. 42, PG. 5-5F) HAVING A BEARING OF S89°57'05"E, AND ALL OTHER BEARINGS ARE RELATIVE THERETO.

E/W #2

Sheet 4 of 4
NOT VALID WITHOUT SHEETS 1 THROUGH 3 OF 4

SKETCH OF DESCRIPTION

File: 04-233RW4.3
Date: 1-20-07
REVISED 7-9-07 by: RD
10-04-07 (MDP)
5-01-15 GLM

Tech: MDP



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

EXHIBIT

“A-3”

(to Authorizing Ordinance)

**Quit Claim Deed from City
to Riverland/Kennedy II, LLC**

Reference: E/W 3

This instrument prepared by (and after recording should be returned to):
Riverland/Kennedy II, LLC
1600 Sawgrass Corporate Parkway, Suite 400
Sunrise, Florida 33323
Attn: Clayton M. Ratliff, Esq.

(Space Reserved for Clerk of Court)

QUITCLAIM DEED

THIS QUITCLAIM DEED is made and given this ____ day of March, 2016 by CITY OF PORT ST. LUCIE, a Florida municipal corporation, having an address of 121 S.W. Port St. Lucie Boulevard, Port St. Lucie, Florida 34984-5099 (the "Grantor") to RIVERLAND/KENNEDY II, LLC, a Florida limited liability company, having an address of 1600 Sawgrass Corporate Parkway, Suite 400, Sunrise, Florida 33323 (the "Grantee"). Wherever used herein, the terms "Grantor" and "Grantee" shall include the parties to this instrument and their respective successors and assigns.

WITNESSETH:

GRANTOR, for and in consideration of Ten and No/100 (\$10.00) Dollars paid by Grantee to Grantor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby remise, release and quitclaim unto Grantee, forever, all the right, title, interest, claim and demand which Grantor has in and to the following described property located in St. Lucie County, Florida (the "Property"), to wit:

See Exhibit "A" attached hereto and made a part hereof.

THIS CONVEYANCE is made subject to the following: (a) real estate taxes and assessments for the year 2016 and subsequent years not yet due or payable; (b) all laws, ordinances, regulations, restrictions, prohibitions and other requirements imposed by governmental authorities, including, without limitation, all building, zoning, land use and environmental laws, ordinances, codes and regulations; (c) matters which would be disclosed by an accurate survey of the Property; and (d) easements, covenants, conditions, restrictions, reservations, limitations and other matters of record, if any, but this reference shall not operate to reimpose same.

GRANTEE ACKNOWLEDGES AND AGREES that the Property is being conveyed unto Grantee in its "AS-IS, WHERE-IS" condition with all faults and defects, latent and patent, and without any warranties or representations, either express or implied, of any kind, nature or type whatsoever from Grantor.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of Grantor, either in law or in equity, to the only proper use, benefit and behoof of Grantee.

[Signatures and Acknowledgements Appear on the Following Page]

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

GRANTOR:

CITY OF PORT ST. LUCIE, a Florida municipal
corporation

Name:_____

By:_____

Print Name:_____

Title:_____

Name:_____

STATE OF FLORIDA)

COUNTY OF ST. LUCIE)

The foregoing instrument was acknowledged before me this ____ day of March, 2016 by _____, as _____ of CITY OF PORT ST. LUCIE, a Florida municipal corporation, on behalf of the corporation. He/She () is personally known to me or () has produced _____ as identification.

Notary Public

Name:_____

My Commission Expires:_____

EXHIBIT "A"

Legal Description of the Property

[See attached two (2) pages]

THIS IS NOT A SURVEY

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTIONS 21, AND 28, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

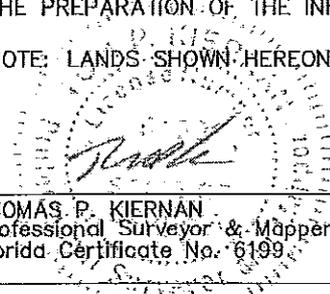
COMMENCE AT THE NORTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 557, PAGE 676, PUBLIC RECORDS OF ST. LUCIE COUNTY; THENCE S00°04'31"W, ALONG THE EAST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 557, PAGE 676, A DISTANCE OF 6640.79 FEET; THENCE N89°54'26"W A DISTANCE OF 75.00 FEET TO THE POINT OF BEGINNING;

THENCE N53°36'07"W A DISTANCE OF 43.44 FEET TO THE INTERSECTION WITH A NON TANGENT CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 7,926.97 FEET, THE CHORD OF WHICH BEARS S86°58'28"W; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 2594.71 FEET THROUGH A CENTRAL ANGLE OF 18°45'16" TO THE POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 12,150.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 2656.90 FEET, THROUGH A CENTRAL ANGLE OF 12°31'45"; THENCE N89°52'25"W A DISTANCE OF 25.47 FEET; THENCE S45°07'35"W A DISTANCE OF 48.98 FEET; THENCE N00°28'42"W A DISTANCE OF 220.02 FEET; THENCE S44°52'25"E A DISTANCE OF 50.03 FEET; THENCE S89°52'25"E A DISTANCE OF 27.05 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 12,000.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 2624.10 FEET THROUGH A CENTRAL ANGLE OF 12°31'45" TO THE POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 8,076.97 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 2627.28 FEET, THROUGH A CENTRAL ANGLE OF 18°38'14"; THENCE N51°14'04"E A DISTANCE OF 44.94 FEET; THENCE S00°04'31"W A DISTANCE OF 204.80 FEET TO THE POINT OF BEGINNING.

CONTAINING 18.466 ACRES, MORE OR LESS.

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON. THERE HAS BEEN NO FIELD WORK, VIEWING OF THE SUBJECT PROPERTY OR MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON.

NOTE: LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHT-OF-WAY AND/OR EASEMENTS OF RECORD.



11/6/15

THOMAS P. KIERNAN
Professional Surveyor & Mapper
Florida Certificate No. 6199

DATE

E/W #3

Sheet 1 of 2

LEGAL DESCRIPTION

File: 14-172s&d
E/W #3
Date: 10-20-15

Tech: GLM

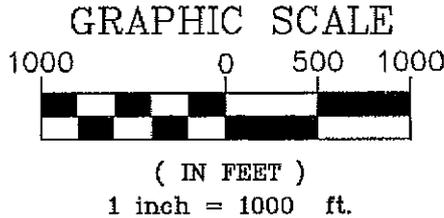


CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET
FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 FAX 772-464-9497
www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 4286

P:\Proj-2014\14-172\001 G. Homes quit claim s&d\14-172 s&d EW#3.dwg, 11/5/2015 3:49:05 PM

THIS IS NOT A SURVEY SKETCH TO ACCOMPANY

C = CHORD BEARING AND DISTANCE
 Δ = DELTA
 R = RADIUS
 L = ARC LENGTH
 POB = POINT OF BEGINNING
 POC = POINT OF COMMENCEMENT
 RW = RIGHT-OF-WAY
 O.R.B. = OFFICIAL RECORDS BOOK

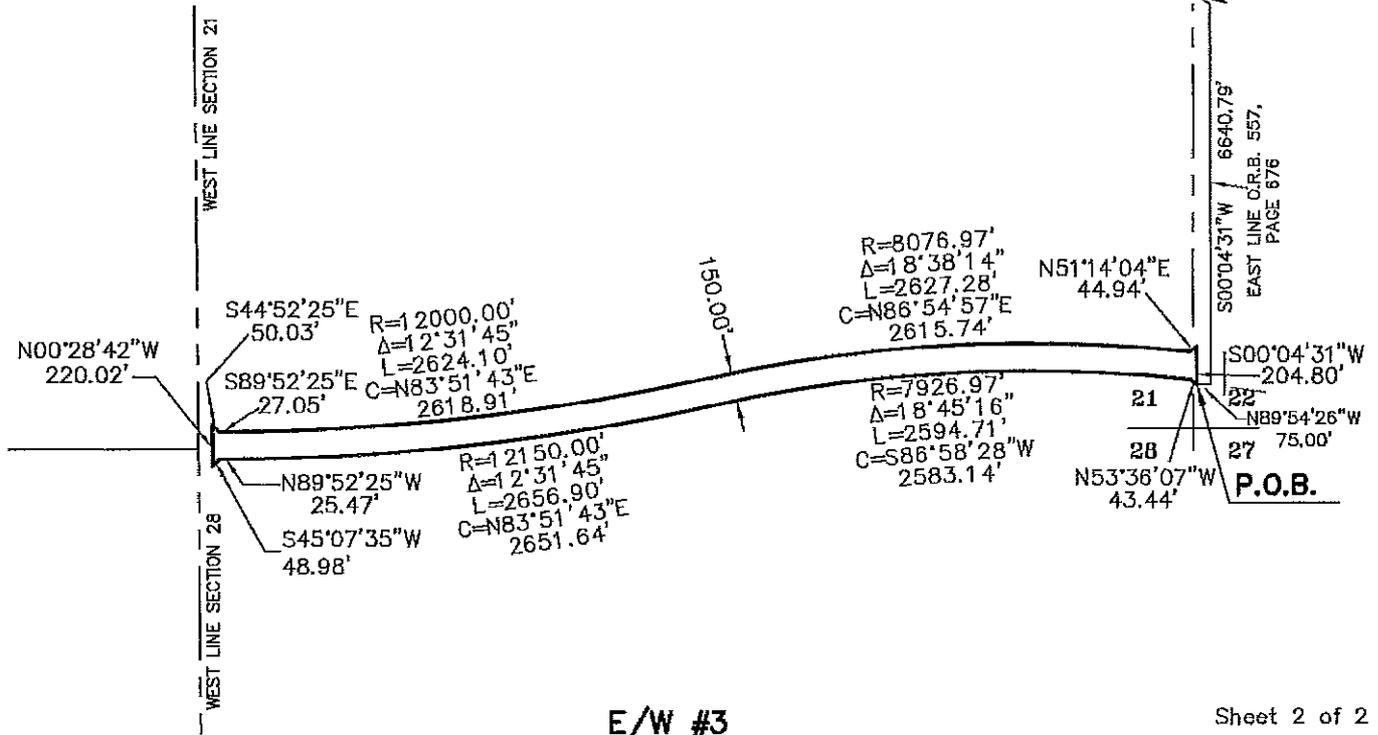


P.O.C.
 NE CORNER LANDS
 DESCRIBED IN
 O.R.B. 557,
 PAGE 676

LINE DESCRIBED IN
 O.R.B. 477,
 PAGE 560

COMMUNITY
 BOULEVARD
 (PROPOSED
 150' WIDE RW)

BEARINGS SHOWN HEREON ARE ASSUMED AND
 RELATIVE TO THE EAST LINE AS RECORDED IN
 OFFICIAL RECORDS BOOK 557, PAGE 676, PUBLIC
 RECORDS OF ST. LUCIE COUNTY, FLORIDA HAVING A
 BEARING OF S00°04'31"W



E/W #3

Sheet 2 of 2

SKETCH OF DESCRIPTION

File: 14-172s&d
 E/W #3
 Date: 10-20-15

Tech: GLM



CULPEPPER & TERPENING, INC
 CONSULTING ENGINEERS | LAND SURVEYORS
 2980 SOUTH 25th STREET
 FORT PIERCE, FLORIDA 34981
 PHONE 772-464-3537 FAX 772-464-9497
 www.ct-eng.com
 STATE OF FLORIDA CERTIFICATION No. LB 4286

EXHIBIT

“A-4”

(to Authorizing Ordinance)

**Quit Claim Deed from City
to Riverland/Kennedy II, LLC**

Reference: E/W 4

This instrument prepared by (and after recording should be returned to):
Riverland/Kennedy II, LLC
1600 Sawgrass Corporate Parkway, Suite 400
Sunrise, Florida 33323
Attn: Clayton M. Raliff, Esq.

(Space Reserved for Clerk of Court)

QUITCLAIM DEED

THIS QUITCLAIM DEED is made and given this ____ day of March, 2016 by CITY OF PORT ST. LUCIE, a Florida municipal corporation, having an address of 121 S.W. Port St. Lucie Boulevard, Port St. Lucie, Florida 34984-5099 (the "Grantor") to RIVERLAND/KENNEDY II, LLC, a Florida limited liability company, having an address of 1600 Sawgrass Corporate Parkway, Suite 400, Sunrise, Florida 33323 (the "Grantee"). Wherever used herein, the terms "Grantor" and "Grantee" shall include the parties to this instrument and their respective successors and assigns.

WITNESSETH:

GRANTOR, for and in consideration of Ten and No/100 (\$10.00) Dollars paid by Grantee to Grantor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby remise, release and quitclaim unto Grantee, forever, all the right, title, interest, claim and demand which Grantor has in and to the following described property located in St. Lucie County, Florida (the "Property"), to wit:

See Exhibit "A" attached hereto and made a part hereof.

THIS CONVEYANCE is made subject to the following: (a) real estate taxes and assessments for the year 2016 and subsequent years not yet due or payable; (b) all laws, ordinances, regulations, restrictions, prohibitions and other requirements imposed by governmental authorities, including, without limitation, all building, zoning, land use and environmental laws, ordinances, codes and regulations; (c) matters which would be disclosed by an accurate survey of the Property; and (d) easements, covenants, conditions, restrictions, reservations, limitations and other matters of record, if any, but this reference shall not operate to reimpose same.

GRANTEE ACKNOWLEDGES AND AGREES that the Property is being conveyed unto Grantee in its "AS-IS, WHERE-IS" condition with all faults and defects, latent and patent, and without any warranties or representations, either express or implied, of any kind, nature or type whatsoever from Grantor.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of Grantor, either in law or in equity, to the only proper use, benefit and behoof of Grantee.

[Signatures and Acknowledgements Appear on the Following Page]

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

GRANTOR:

CITY OF PORT ST. LUCIE, a Florida municipal
corporation

Name: _____

By: _____

Print Name: _____

Title: _____

Name: _____

STATE OF FLORIDA)

COUNTY OF ST. LUCIE)

The foregoing instrument was acknowledged before me this _____ day of March, 2016 by _____, as _____ of CITY OF PORT ST. LUCIE, a Florida municipal corporation, on behalf of the corporation. He/She () is personally known to me or () has produced _____ as identification.

Notary Public

Name: _____

My Commission Expires: _____

EXHIBIT "A"

Legal Description of the Property

[See attached two (2) pages]

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 28, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

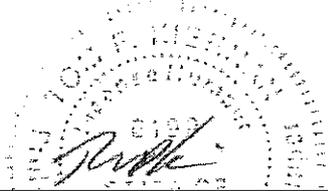
COMMENCE AT THE NORTHEAST CORNER OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 557, PAGE 676, OF THE PUBLIC RECORDS, OF ST. LUCIE COUNTY, FLORIDA; THENCE S00°04'31"W, ALONG LAND DESCRIBED IN OFFICIAL RECORDS BOOK 557, PAGE 676, OF THE PUBLIC RECORDS, OF ST. LUCIE COUNTY, FLORIDA, A DISTANCE OF 11145.49 FEET; THENCE N89°55'29"W, A DISTANCE OF 75.00 FEET, TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL;

THENCE N44°54'26"W A DISTANCE OF 49.06 FEET; THENCE S89°55'04"W A DISTANCE OF 1686.99 FEET; THENCE N89°54'26"W A DISTANCE OF 1000.11 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 16,150.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1,245.63 FEET THROUGH A CENTRAL ANGLE OF 04°25'09" TO THE POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 15,850.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1,248.54 FEET, THROUGH A CENTRAL ANGLE OF 04°30'48"; THENCE S89°59'55"W A DISTANCE OF 134.03 FEET TO THE WEST LINE OF SAID SECTION 28; THENCE N00°28'43"W, ALONG SAID WEST LINE, A DISTANCE OF 150.01 FEET; THENCE N89°59'55"E A DISTANCE OF 135.28 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 16,000.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1,260.36 FEET THROUGH A CENTRAL ANGLE OF 04°30'48" TO THE POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 16,000.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1,234.06 FEET, THROUGH A CENTRAL ANGLE OF 04°25'09"; THENCE S89°54'26"E A DISTANCE OF 999.89 FEET; THENCE N89°55'04"E A DISTANCE OF 1686.53 FEET; THENCE N45°05'34"E A DISTANCE OF 49.94 FEET; THENCE S00°04'31"W A DISTANCE OF 220.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 18.453 ACRES, MORE OR LESS.

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON. THERE HAS BEEN NO FIELD WORK, VIEWING OF THE SUBJECT PROPERTY OR MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON.

NOTE: LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHT-OF-WAY AND/OR EASEMENTS OF RECORD.



11/6/15
DATE

THOMAS P. KIERNAN
Professional Surveyor & Mapper
Florida Certificate No. 6199

E/W #4

Sheet 1 of 2

LEGAL DESCRIPTION

File: 14-172s&d
E/W #4
Date: 10-20-15

Tech: GLM



CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET
FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 FAX 772-464-9497
www.cf-eng.com
STATE OF FLORIDA CERTIFICATION No. I.B.4286

EXHIBIT

“A-5”

(to Authorizing Ordinance)

**Quit Claim Deed from City
to Riverland/Kennedy III, LLC**

Reference: E/W 5

This instrument prepared by (and after recording should be returned to):
Riverland/Kennedy III, LLC
1600 Sawgrass Corporate Parkway, Suite 400
Sunrise, Florida 33323
Attn: Clayton M. Ratliff, Esq.

(Space Reserved for Clerk of Court)

QUITCLAIM DEED

THIS QUITCLAIM DEED is made and given this ____ day of March, 2016 by CITY OF PORT ST. LUCIE, a Florida municipal corporation, having an address of 121 S.W. Port St. Lucie Boulevard, Port St. Lucie, Florida 34984-5099 (the "Grantor") to RIVERLAND/KENNEDY III, LLC, a Florida limited liability company, having an address of 1600 Sawgrass Corporate Parkway, Suite 400, Sunrise, Florida 33323 (the "Grantee"). Wherever used herein, the terms "Grantor" and "Grantee" shall include the parties to this instrument and their respective successors and assigns.

WITNESSETH:

GRANTOR, for and in consideration of Ten and No/100 (\$10.00) Dollars paid by Grantee to Grantor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby remise, release and quitclaim unto Grantee, forever, all the right, title, interest, claim and demand which Grantor has in and to the following described property located in St. Lucie County, Florida (the "Property"), to wit:

See Exhibit "A" attached hereto and made a part hereof.

THIS CONVEYANCE is made subject to the following: (a) real estate taxes and assessments for the year 2016 and subsequent years not yet due or payable; (b) all laws, ordinances, regulations, restrictions, prohibitions and other requirements imposed by governmental authorities, including, without limitation, all building, zoning, land use and environmental laws, ordinances, codes and regulations; (c) matters which would be disclosed by an accurate survey of the Property; and (d) easements, covenants, conditions, restrictions, reservations, limitations and other matters of record, if any, but this reference shall not operate to reimpose same.

GRANTEE ACKNOWLEDGES AND AGREES that the Property is being conveyed unto Grantee in its "AS-IS, WHERE-IS" condition with all faults and defects, latent and patent, and without any warranties or representations, either express or implied, of any kind, nature or type whatsoever from Grantor.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of Grantor, either in law or in equity, to the only proper use, benefit and behoof of Grantee.

[Signatures and Acknowledgements Appear on the Following Page]

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

GRANTOR:

CITY OF PORT ST. LUCIE, a Florida municipal
corporation

Name: _____

By: _____
Print Name: _____
Title: _____

Name: _____

STATE OF FLORIDA)

COUNTY OF ST. LUCIE)

The foregoing instrument was acknowledged before me this ____ day of March, 2016 by _____, as _____ of CITY OF PORT ST. LUCIE, a Florida municipal corporation, on behalf of the corporation. He/She () is personally known to me or () has produced _____ as identification.

Notary Public
Name: _____
My Commission Expires: _____

EXHIBIT "A"

Legal Description of the Property

[See attached two (2) pages]

THIS IS NOT A SURVEY

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 33, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

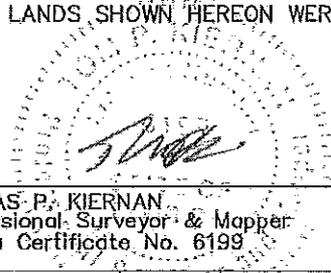
COMMENCE AT THE NORTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 557, PAGE 676, PUBLIC RECORDS OF ST. LUCIE COUNTY; THENCE S00°04'31"W, ALONG THE EAST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 557, PAGE 676, A DISTANCE OF 14993.24 FEET; THENCE N89°55'29"W A DISTANCE OF 75.00 FEET TO THE POINT OF BEGINNING;

THENCE S89°59'26"W A DISTANCE OF 2971.04 FEET; THENCE N89°54'31"W A DISTANCE OF 2338.36 FEET TO THE WEST LINE OF SAID SECTION 33; THENCE N00°28'13"W, ALONG SAID WEST LINE, A DISTANCE OF 150.01 FEET; THENCE S89°54'31"E A DISTANCE OF 2339.70 FEET; THENCE N89°59'26"E A DISTANCE OF 2936.07 FEET; THENCE N45°05'29"E A DISTANCE OF 49.57 FEET; THENCE S00°04'31"W A DISTANCE OF 184.99 FEET TO THE POINT OF BEGINNING.

CONTAINING 18.300 ACRES, MORE OR LESS.

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON. THERE HAS BEEN NO FIELD WORK, VIEWING OF THE SUBJECT PROPERTY OR MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON.

NOTE: LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHT-OF-WAY AND/OR EASEMENTS OF RECORD.



11/5/15
DATE

THOMAS P. KIERNAN
Professional Surveyor & Mapper
Florida Certificate No. 6199

E/W #5

Sheet 1 of 2

LEGAL DESCRIPTION

File: 14-172s&d
E/W #5
Date: 10-20-15

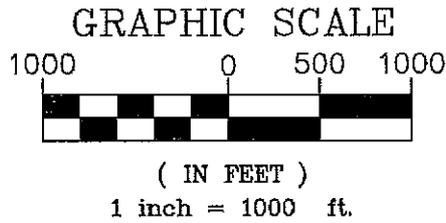
Tech: GLM



CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET
FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 FAX 772-464-9497
www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 4286

P:\Proj-2014\14-172.001_GL_Homesquit claim s&d\14-172.s&d E/W#5.dwg, 11/5/2015 3:48:38 PM

THIS IS NOT A SURVEY SKETCH TO ACCOMPANY



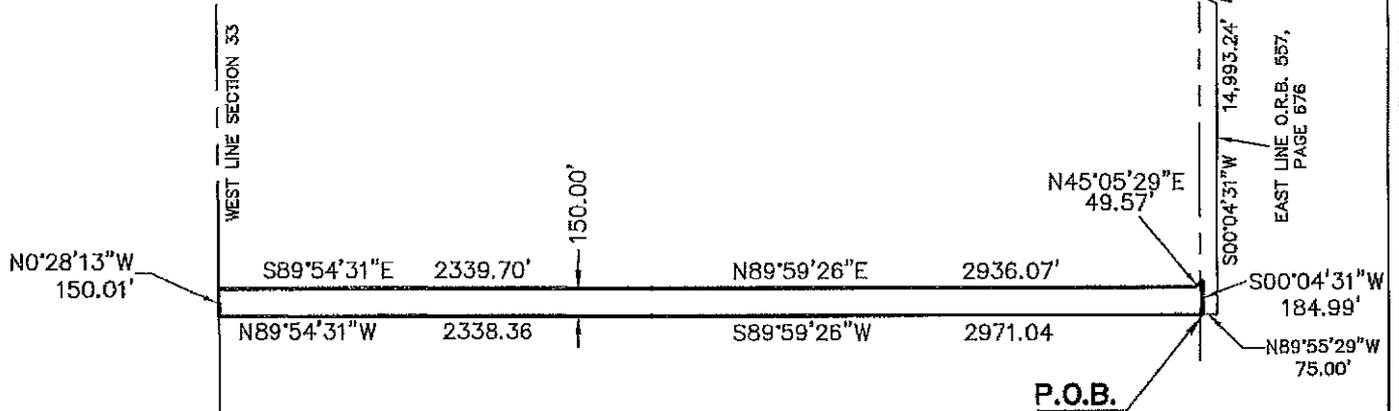
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
RW = RIGHT-OF-WAY
O.R.B. = OFFICIAL RECORDS BOOK

BEARINGS SHOWN HEREON ARE ASSUMED AND RELATIVE TO THE EAST LINE AS RECORDED IN OFFICIAL RECORDS BOOK 557, PAGE 676, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA HAVING A BEARING OF S00°04'31"W

P.O.C.
NE CORNER LANDS
DESCRIBED IN
O.R.B. 557,
PAGE 676

LINE DESCRIBED IN
O.R.B. 477,
PAGE 560

COMMUNITY BOULEVARD
(PROPOSED 150' WIDE RW)



E/W #5

Sheet 2 of 2

P:\Proj-2014\14-172-001 GL Homes\quit claim s&d\14-172 s&d E/W#5.cwg, 11/5/2015 3:48:44 PM

SKETCH OF DESCRIPTION

File: 14-172s&d
E/W #5
Date: 10-20-15

Tech: GLM



CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET
FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 FAX 772-464-9497
www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 4286

EXHIBIT

“A-6”

(to Authorizing Ordinance)

**Quit Claim Deed from City
to Riverland/Kennedy III, LLC**

Reference: N/S A

This instrument prepared by (and after recording should be returned to):
Riverland/Kennedy III, LLC
1600 Sawgrass Corporate Parkway, Suite 400
Sunrise, Florida 33323
Attn: Clayton M. Ratliff, Esq.

(Space Reserved for Clerk of Court)

QUITCLAIM DEED

THIS QUITCLAIM DEED is made and given this ____ day of March, 2016 by CITY OF PORT ST. LUCIE, a Florida municipal corporation, having an address of 121 S.W. Port St. Lucie Boulevard, Port St. Lucie, Florida 34984-5099 (the "Grantor") to RIVERLAND/KENNEDY III, LLC, a Florida limited liability company, having an address of 1600 Sawgrass Corporate Parkway, Suite 400, Sunrise, Florida 33323 (the "Grantee"). Wherever used herein, the terms "Grantor" and "Grantee" shall include the parties to this instrument and their respective successors and assigns.

WITNESSETH:

GRANTOR, for and in consideration of Ten and No/100 (\$10.00) Dollars paid by Grantee to Grantor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby remise, release and quitclaim unto Grantee, forever, all the right, title, interest, claim and demand which Grantor has in and to the following described property located in St. Lucie County, Florida (the "Property"), to wit:

See Exhibit "A" attached hereto and made a part hereof.

THIS CONVEYANCE is made subject to the following: (a) real estate taxes and assessments for the year 2016 and subsequent years not yet due or payable; (b) all laws, ordinances, regulations, restrictions, prohibitions and other requirements imposed by governmental authorities, including, without limitation, all building, zoning, land use and environmental laws, ordinances, codes and regulations; (c) matters which would be disclosed by an accurate survey of the Property; and (d) easements, covenants, conditions, restrictions, reservations, limitations and other matters of record, if any, but this reference shall not operate to reimpose same.

GRANTEE ACKNOWLEDGES AND AGREES that the Property is being conveyed unto Grantee in its "AS-IS, WHERE-IS" condition with all faults and defects, latent and patent, and without any warranties or representations, either express or implied, of any kind, nature or type whatsoever from Grantor.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of Grantor, either in law or in equity, to the only proper use, benefit and behoof of Grantee.

[Signatures and Acknowledgements Appear on the Following Page]

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

GRANTOR:

CITY OF PORT ST. LUCIE, a Florida municipal
corporation

Name: _____

By: _____

Print Name: _____

Title: _____

Name: _____

STATE OF FLORIDA)

COUNTY OF ST. LUCIE)

The foregoing instrument was acknowledged before me this _____ day of March, 2016 by _____, as _____ of CITY OF PORT ST. LUCIE, a Florida municipal corporation, on behalf of the corporation. He/She (___) is personally known to me or (___) has produced _____ as identification.

Notary Public

Name: _____

My Commission Expires: _____

EXHIBIT "A"

Legal Description of the Property

[See attached five (5) pages]

THIS IS NOT A SURVEY

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTIONS 18, AND 19, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

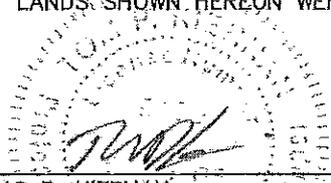
COMMENCE AT THE NORTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 557, PAGE 676, PUBLIC RECORDS OF ST. LUCIE COUNTY; THENCE S00°04'31"W, ALONG THE EAST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 557, PAGE 676, A DISTANCE OF 153.86 FEET; THENCE N89°50'39"W A DISTANCE OF 12,600.55 FEET TO THE POINT OF BEGINNING;

THENCE S45°08'18"W A DISTANCE OF 50.00 FEET; THENCE S00°08'18"W A DISTANCE OF 362.50 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 1,925.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1,474.26 FEET THROUGH A CENTRAL ANGLE OF 43°52'48"; THENCE S43°44'30"E A DISTANCE OF 772.29 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 2,080.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1,594.54 FEET THROUGH A CENTRAL ANGLE OF 43°55'24"; THENCE S00°10'54"W A DISTANCE OF 3,073.71 FEET; THENCE S44°49'06"E A DISTANCE OF 49.45 FEET; THENCE N89°52'25"W A DISTANCE OF 220.00 FEET; THENCE N45°10'54"E A DISTANCE OF 49.55 FEET; THENCE N00°10'54"E A DISTANCE OF 3,073.86 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 1,930.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1,479.55 FEET THROUGH A CENTRAL ANGLE OF 43°55'24"; THENCE N43°44'30"W A DISTANCE OF 772.29 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 2,075.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1,589.14 FEET THROUGH A CENTRAL ANGLE OF 43°52'48"; THENCE N00°08'18"E A DISTANCE OF 362.50 FEET; THENCE N44°51'42"W A DISTANCE OF 50.00 FEET; THENCE S89°51'42"E A DISTANCE OF 220.71 FEET TO THE POINT OF BEGINNING.

CONTAINING 25.359 ACRES, MORE OR LESS.

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON. THERE HAS BEEN NO FIELD WORK, VIEWING OF THE SUBJECT PROPERTY OR MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON.

NOTE: LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHT-OF-WAY AND/OR EASEMENTS OF RECORD.



11/6/15
DATE

THOMAS P. KIERNAN
Professional Surveyor & Mapper
Florida Certificate No. 6199

N/S "A"

Sheet 1 of 3

LEGAL DESCRIPTION

File: 14-172s&cd
N/S A
Date: 10-20-15

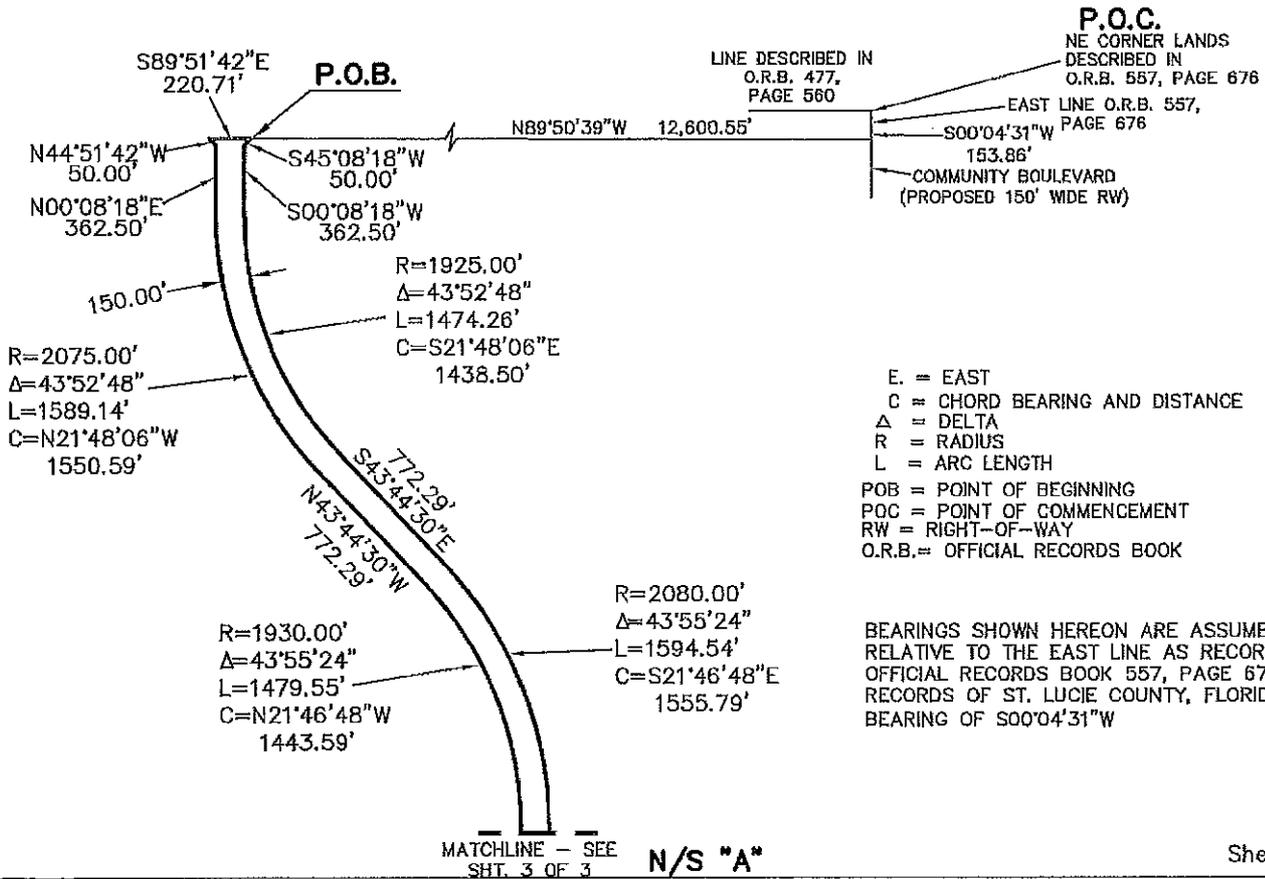
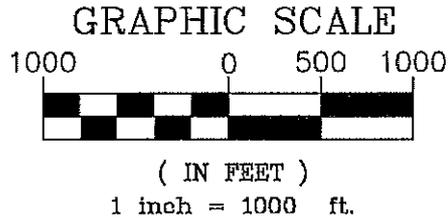
Tech: GLM



CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET
FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 FAX 772-464-9497
www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 4286

P:\P\01-2014\14-172.001-GL Homes\Quit claim s&c\14-172 s&c\ NS A.dwg, 11/5/2015 3:48:31 PM

SKETCH TO ACCOMPANY THIS IS NOT A SURVEY

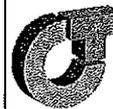


P:\P\01-2014\14-172\001-GL Homes\quit claim s&d\14-172 s&d NS A.dwg, 11/5/2015 3:48:24 PM

SKETCH OF DESCRIPTION

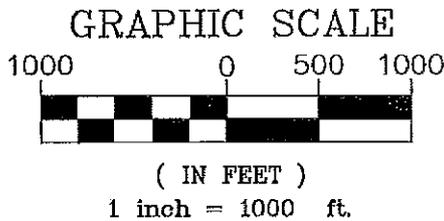
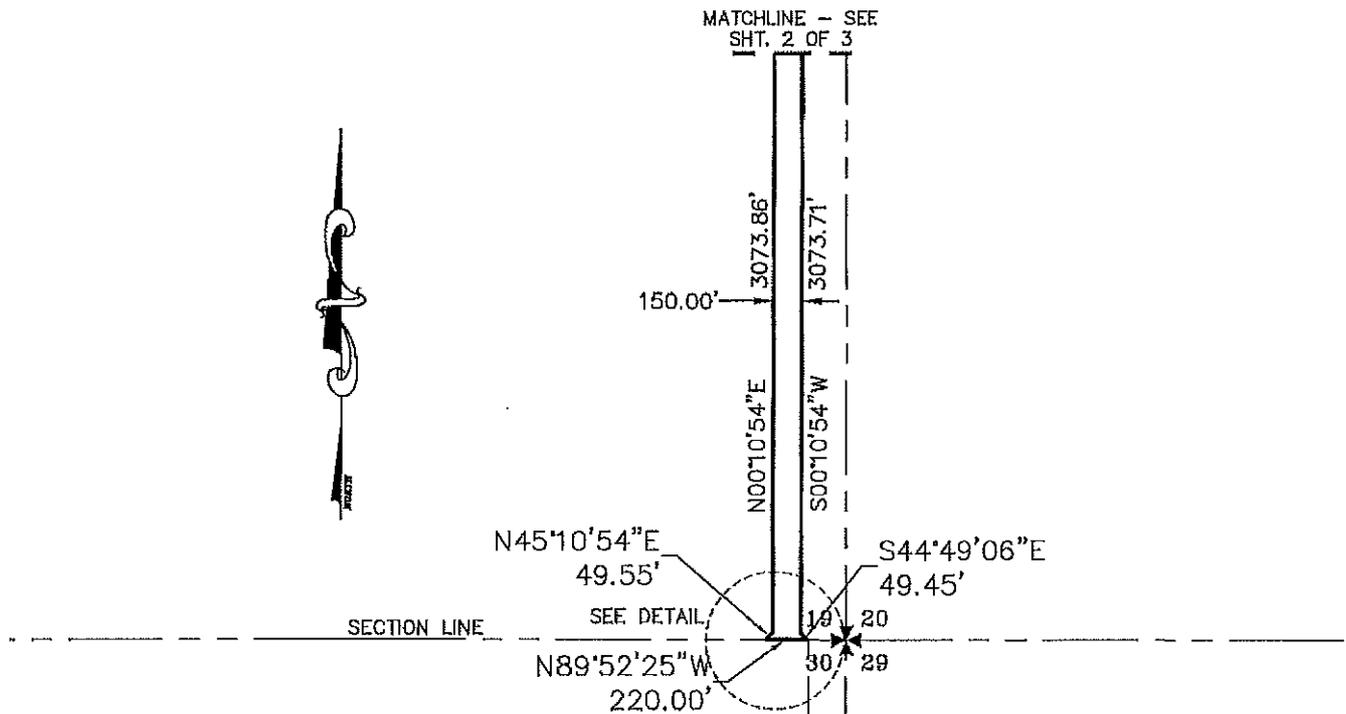
File: 14-172s&d
N/S A
Date: 10-20-15

Tech: GLM



CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET
FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 FAX 772-464-9497
www.ct-cng.com
STATE OF FLORIDA CERTIFICATION No. 1.B-4286

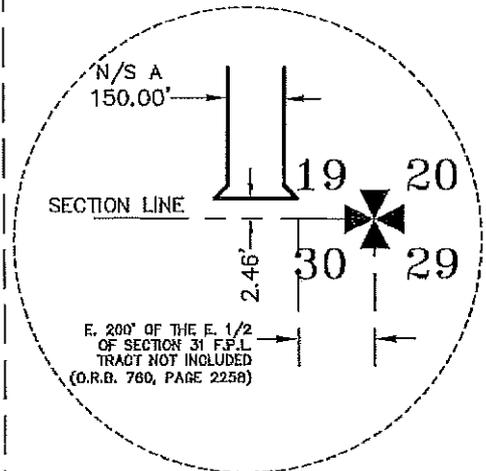
THIS IS NOT A SURVEY SKETCH TO ACCOMPANY



E. 200' OF THE E. 1/2 OF SECTION 31
F.P.L. TRACT NOT INCLUDED
(O.R.B. 760, PAGE 2258)

- C = CHORD BEARING AND DISTANCE
- Δ = DELTA
- R = RADIUS
- L = ARC LENGTH
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- RW = RIGHT-OF-WAY
- O.R.B. = OFFICIAL RECORDS BOOK

BEARINGS SHOWN HEREON ARE ASSUMED AND
RELATIVE TO THE EAST LINE AS RECORDED IN
OFFICIAL RECORDS BOOK 557, PAGE 676, PUBLIC
RECORDS OF ST. LUCIE COUNTY, FLORIDA HAVING A
BEARING OF S00°04'31"W



N/S "A"

Sheet 3 of 3

SKETCH OF DESCRIPTION

File: 14-172s&d
N/S A
Date: 10-20-15

Tech: GLM



CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET
FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 FAX 772-464-9497
www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 4286

SKETCH AND DESCRIPTION

THIS IS NOT A SURVEY!



DESCRIPTION: PARCEL TP-PSL-1

A PARCEL OF LAND LYING IN SECTION 18, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF TRACT R-2, SOUTHERN GROVE PLAT NO. 4, AS RECORDED IN PLAT BOOK 56 AT PAGE 18 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, SAID POINT ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF COMMUNITY BOULEVARD AS RECORDED IN OFFICIAL RECORDS BOOK 2418 AT PAGE 2671, SAID PUBLIC RECORDS; THENCE S89°28'11"W, A DISTANCE OF 12,527.68 FEET TO THE POINT OF BEGINNING;
THENCE S45°08'49"W, A DISTANCE OF 49.49 FEET; THENCE N00°08'18"E, ALONG THE EAST LINE OF NS#A RIGHT OF WAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 2972, PAGE 802, SAID PUBLIC RECORDS FOR THE FOLLOWING TWO COURSES, A DISTANCE OF 0.56 FEET; THENCE N45°08'18"E, A DISTANCE OF 48.69 FEET; THENCE S89°50'39"E, A DISTANCE OF 0.57 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.0004 ACRES, MORE OR LESS.

CERTIFICATION:

I HEREBY CERTIFY THAT THE SKETCH AND DESCRIPTION AS SHOWN HEREON, MEETS THOSE STANDARDS CONTAINED IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, FLORIDA STATUTES. THIS SKETCH AND DESCRIPTION OR COPIES HEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL SEAL OF A FLORIDA SURVEYOR AND MAPPER.

DATE: 1/11/16

PERRY C. WHITE
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 4213

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON. THERE HAS BEEN NO FIELD WORK, VIEWING OF THE SUBJECT PROPERTY, OR MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON.

NOTE: LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RESTRICTIONS, RIGHTS-OF-WAY OR EASEMENTS OF RECORD.

SKETCH & DESCRIPTION
RIVERLAND
EW#1, PARCEL TP-PSL-1
SECTION 18
TOWNSHIP 37S, RANGE 39E

DATE: 1/11/16	SHEET 1 OF 2
REVIEWED: PW	DRAWN: BEJ
DRAWING No: D0248LGEW1-TP-PSL-1	



SKETCH AND DESCRIPTION
THIS IS NOT A SURVEY!



SOUTHERN GROVE PLAT NO. 4
P.B. 56, PG. 18

(BASIS OF BEARINGS)
S. LINE SOUTHERN
GROVE PLAT NO. 4

COMMUNITY BOULEVARD
O.R.B. 2418, PG. 2671

P.O.C.
SE CORNER OF TRACT R-2
SOUTHERN GROVE
PLAT NO. 4
P.B. 56, PG. 18

S89°50'39"E

NOTE: BEARINGS SHOWN HEREON ARE BASED ON THE STATE PLANE GRID,
FLORIDA EAST ZONE, THE SOUTH LINE OF SOUTHERN GROVE PLAT NO. 4
HAVING A BEARING OF S89°50'39"E WITH ALL OTHER BEARINGS BEING
RELATIVE THERETO.

E/W#1 150.00' WIDE RW
O.R.B. 2972 PGS. 829-846

S89°50'39"E
0.57'

P.O.B.

S89°28'11"W 12527.68'

EAST LINE N/S#A R/W

N/S #A
150.00' WIDE RW
O.R.B. 2972
PGS. 802-828

PARCEL TP-PSL-1
0.0004 AC

N00°08'18"E
0.56'

N45°08'18"E 48.69'
S45°08'49"W 49.49'

TREATMENT PLANT
OWNER: CITY OF PSL
O.R.B. 2860, PG. 2678

LEGEND:

- Ⓞ - CENTERLINE
- L.B. - LICENSED BUSINESS
- O.R.B. - OFFICIAL RECORDS BOOK
- P.O.C. - POINT OF COMMENCEMENT
- P.O.B. - POINT OF BEGINNING
- P.B. - PLAT BOOK
- PGS. - PAGES
- RB - RADIAL BEARING

DATE:
1/11/16

SKETCH & DESCRIPTION RIVERLAND EW#1, PARCEL TP-PSL-1 SECTION 18 TOWNSHIP 37S, RANGE 39E	SCALE: 1"=20'	SHEET 2 OF 2
	REVIEWED: PW	DRAWN: BEJ
	DRAWING No: D0248LGEW1-TP-PSL-1	

EXHIBIT

“A-7”

(to Authorizing Ordinance)

**Quit Claim Deed from City
to Riverland/Kennedy II, LLC**

Reference: N/S B

This instrument prepared by (and after recording should be returned to):
Riverland/Kennedy II, LLC
1600 Sawgrass Corporate Parkway, Suite 400
Sunrise, Florida 33323
Attn: Clayton M. Ratliff, Esq.

(Space Reserved for Clerk of Court)

QUITCLAIM DEED

THIS QUITCLAIM DEED is made and given this ____ day of March, 2016 by CITY OF PORT ST. LUCIE, a Florida municipal corporation, having an address of 121 S.W. Port St. Lucie Boulevard, Port St. Lucie, Florida 34984-5099 (the "Grantor") to RIVERLAND/KENNEDY II, LLC, a Florida limited liability company, having an address of 1600 Sawgrass Corporate Parkway, Suite 400, Sunrise, Florida 33323 (the "Grantee"). Wherever used herein, the terms "Grantor" and "Grantee" shall include the parties to this instrument and their respective successors and assigns.

WITNESSETH:

GRANTOR, for and in consideration of Ten and No/100 (\$10.00) Dollars paid by Grantee to Grantor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby remise, release and quitclaim unto Grantee, forever, all the right, title, interest, claim and demand which Grantor has in and to the following described property located in St. Lucie County, Florida (the "Property"), to wit:

See Exhibit "A" attached hereto and made a part hereof.

THIS CONVEYANCE is made subject to the following: (a) real estate taxes and assessments for the year 2016 and subsequent years not yet due or payable; (b) all laws, ordinances, regulations, restrictions, prohibitions and other requirements imposed by governmental authorities, including, without limitation, all building, zoning, land use and environmental laws, ordinances, codes and regulations; (c) matters which would be disclosed by an accurate survey of the Property; and (d) easements, covenants, conditions, restrictions, reservations, limitations and other matters of record, if any, but this reference shall not operate to reimpose same.

GRANTEE ACKNOWLEDGES AND AGREES that the Property is being conveyed unto Grantee in its "AS-IS, WHERE-IS" condition with all faults and defects, latent and patent, and without any warranties or representations, either express or implied, of any kind, nature or type whatsoever from Grantor.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of Grantor, either in law or in equity, to the only proper use, benefit and behoof of Grantee.

[Signatures and Acknowledgements Appear on the Following Page]

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

GRANTOR:

CITY OF PORT ST. LUCIE, a Florida municipal
corporation

Name: _____

By: _____

Print Name: _____

Title: _____

Name: _____

STATE OF FLORIDA)

COUNTY OF ST. LUCIE)

The foregoing instrument was acknowledged before me this _____ day of March, 2016 by _____, as _____ of CITY OF PORT ST. LUCIE, a Florida municipal corporation, on behalf of the corporation. He/She () is personally known to me or () has produced _____ as identification.

Notary Public

Name: _____

My Commission Expires: _____

EXHIBIT "A"

Legal Description of the Property

[See attached three (3) pages]

THIS IS NOT A SURVEY

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTIONS 16, 17, 20, AND 21, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

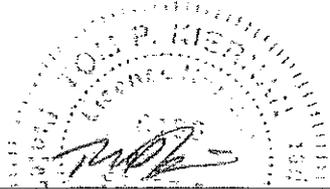
COMMENCE AT THE NORTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 557, PAGE 676, PUBLIC RECORDS OF ST. LUCIE COUNTY; THENCE S00°04'31"W, ALONG THE EAST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 557, PAGE 676, A DISTANCE OF 151.66 FEET; THENCE N89°50'39"W A DISTANCE OF 5417.91 FEET TO THE POINT OF BEGINNING;

THENCE S44°31'18"W A DISTANCE OF 48.97 FEET; THENCE S00°28'42"E A DISTANCE OF 6677.67 FEET; THENCE S44°52'25"E A DISTANCE OF 50.03 FEET; THENCE N89°52'25"W A DISTANCE OF 220.01 FEET; THENCE N45°07'35"E A DISTANCE OF 48.98 FEET; THENCE N00°28'42"W A DISTANCE OF 6678.44 FEET; THENCE NORTH 45°28'42" WEST, A DISTANCE OF 50.04 FEET; THENCE SOUTH 89°51'42" EAST, A DISTANCE OF 220.02 FEET TO THE POINT OF BEGINNING.

CONTAINING 23.293 ACRES, MORE OR LESS.

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON. THERE HAS BEEN NO FIELD WORK, VIEWING OF THE SUBJECT PROPERTY OR MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON.

NOTE: LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHT-OF-WAY AND/OR EASEMENTS OF RECORD.



1/6/15

THOMAS P. KIERNAN
Professional Surveyor & Mapper
Florida Certificate No. 6199

DATE

N/S "B"

Sheet 1 of 3

LEGAL DESCRIPTION

File: 14-172s&d
N/S B
Date: 10-20-15

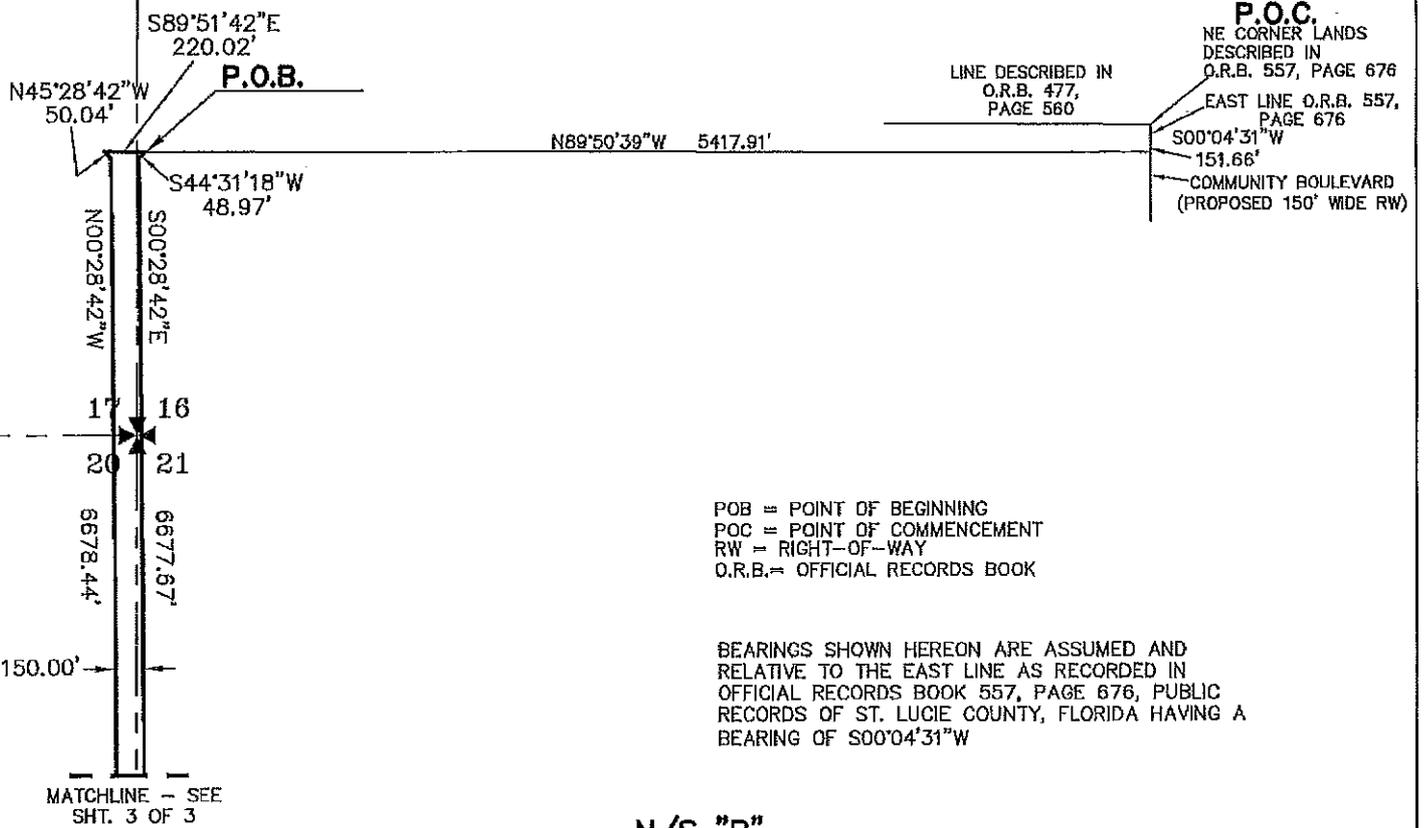
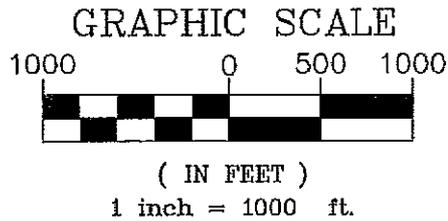
Tech: GLM



CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET
FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 FAX 772-464-9497
www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 4286

P:\Proj-2014\14-172.001 GL Homes\atit claim s&d\14-172 s&d NS B.dwg, 11/5/2015 3:47:41 PM

THIS IS NOT A SURVEY SKETCH TO ACCOMPANY



N/S "B"

Sheet 2 of 3

SKETCH OF DESCRIPTION

File: 14-172s&d
N/S B
Date: 10-20-15

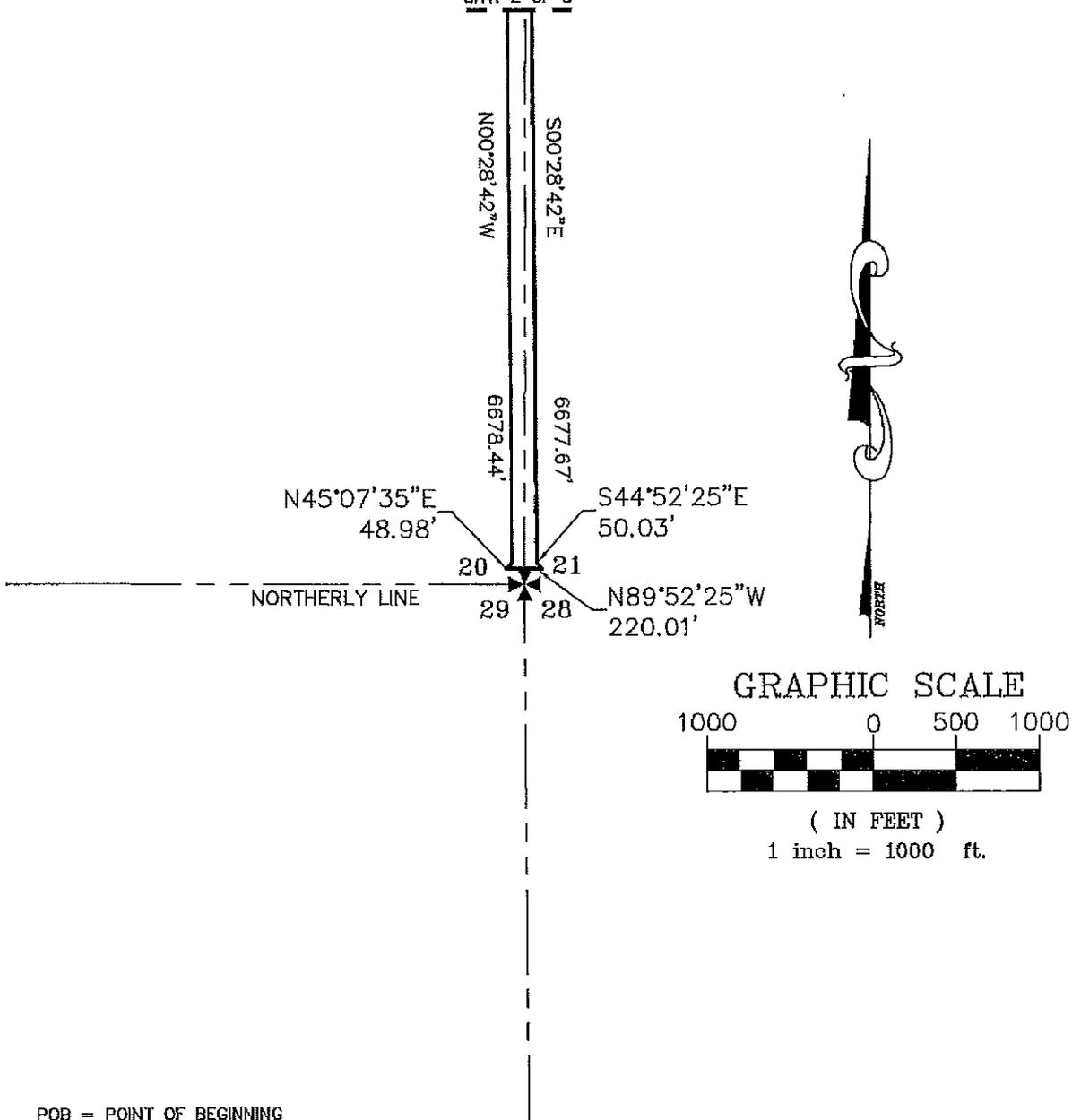
Tech: GLM



CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET
FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 FAX 772-464-9497
www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 4286

THIS IS NOT A SURVEY SKETCH TO ACCOMPANY

MATCHLINE - SEE
SHT. 2 OF 3



POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
RW = RIGHT-OF-WAY
O.R.B.= OFFICIAL RECORDS BOOK

BEARINGS SHOWN HEREON ARE ASSUMED AND
RELATIVE TO THE EAST LINE AS RECORDED IN
OFFICIAL RECORDS BOOK 557, PAGE 676, PUBLIC
RECORDS OF ST. LUCIE COUNTY, FLORIDA HAVING A
BEARING OF S00°04'31"W

N/S "B"

Sheet 3 of 3

P:\Proj-2014\14-172.001 GL Homes\qut claim s&d\14-172 s&d NS B.dwg, 11/5/2015 3:48:11 PM

SKETCH OF DESCRIPTION

File: 14-172s&d
N/S B
Date: 10-20-15

Tech: GLM



CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET
FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 FAX 772-464-9497
www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 4286

EXHIBIT

“A-8”

(to Authorizing Ordinance)

**Quit Claim Deed from City
to Riverland/Kennedy II, LLC**

Reference: N/S B.5

This instrument prepared by (and after recording should be returned to):
Riverland/Kennedy II, LLC
1600 Sawgrass Corporate Parkway, Suite 400
Sunrise, Florida 33323
Attn: Clayton M. Ratliff, Esq.

(Space Reserved for Clerk of Court)

QUITCLAIM DEED

THIS QUITCLAIM DEED is made and given this _____ day of March, 2016 by CITY OF PORT ST. LUCIE, a Florida municipal corporation, having an address of 121 S.W. Port St. Lucie Boulevard, Port St. Lucie, Florida 34984-5099 (the "Grantor") to RIVERLAND/KENNEDY II, LLC, a Florida limited liability company, having an address of 1600 Sawgrass Corporate Parkway, Suite 400, Sunrise, Florida 33323 (the "Grantee"). Wherever used herein, the terms "Grantor" and "Grantee" shall include the parties to this instrument and their respective successors and assigns.

WITNESSETH:

GRANTOR, for and in consideration of Ten and No/100 (\$10.00) Dollars paid by Grantee to Grantor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby remise, release and quitclaim unto Grantee, forever, all the right, title, interest, claim and demand which Grantor has in and to the following described property located in St. Lucie County, Florida (the "Property"), to wit:

See Exhibit "A" attached hereto and made a part hereof.

THIS CONVEYANCE is made subject to the following: (a) real estate taxes and assessments for the year 2016 and subsequent years not yet due or payable; (b) all laws, ordinances, regulations, restrictions, prohibitions and other requirements imposed by governmental authorities, including, without limitation, all building, zoning, land use and environmental laws, ordinances, codes and regulations; (c) matters which would be disclosed by an accurate survey of the Property; and (d) easements, covenants, conditions, restrictions, reservations, limitations and other matters of record, if any, but this reference shall not operate to reimpose same.

GRANTEE ACKNOWLEDGES AND AGREES that the Property is being conveyed unto Grantee in its "AS-IS, WHERE-IS" condition with all faults and defects, latent and patent, and without any warranties or representations, either express or implied, of any kind, nature or type whatsoever from Grantor.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of Grantor, either in law or in equity, to the only proper use, benefit and behoof of Grantee.

[Signatures and Acknowledgements Appear on the Following Page]

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

GRANTOR:

CITY OF PORT ST. LUCIE, a Florida municipal
corporation

Name: _____

By: _____

Print Name: _____

Title: _____

Name: _____

STATE OF FLORIDA)

COUNTY OF ST. LUCIE)

The foregoing instrument was acknowledged before me this _____ day of March, 2016 by _____, as _____ of CITY OF PORT ST. LUCIE, a Florida municipal corporation, on behalf of the corporation. He/She () is personally known to me or () has produced _____ as identification.

Notary Public
Name: _____
My Commission Expires: _____

EXHIBIT "A"

Legal Description of the Property

[See attached two (2) pages]

LEGAL DESCRIPTION

BEING ALL OF N/S#B.5 (A 100.00 FOOT WIDE RIGHT-OF-WAY),
AS RECORDED IN OFFICIAL RECORDS BOOK 2972, PAGES
829-846, LYING IN SECTIONS 28 AND 33, TOWNSHIP 37 SOUTH,
RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA.

CONTAINING 8.633 ACRES, MORE OR LESS.

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON.
THERE HAS BEEN NO FIELD WORK, VIEWING OF THE SUBJECT PROPERTY OR MONUMENTS SET IN CONNECTION WITH
THE PREPARATION OF THE INFORMATION SHOWN HEREON.

NOTE: LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHT-OF-WAY AND/OR EASEMENTS OF RECORD.



u/6/15

THOMAS P. KIERNAN
Professional Surveyor & Mapper
Florida Certificate No. 6199

DATE

Sheet 1 of 2

DESCRIPTION

OF

N/S#B.5

File: 14-172.001
s&d rw.dwg
Date: 4-30-2015

Tech: GLM

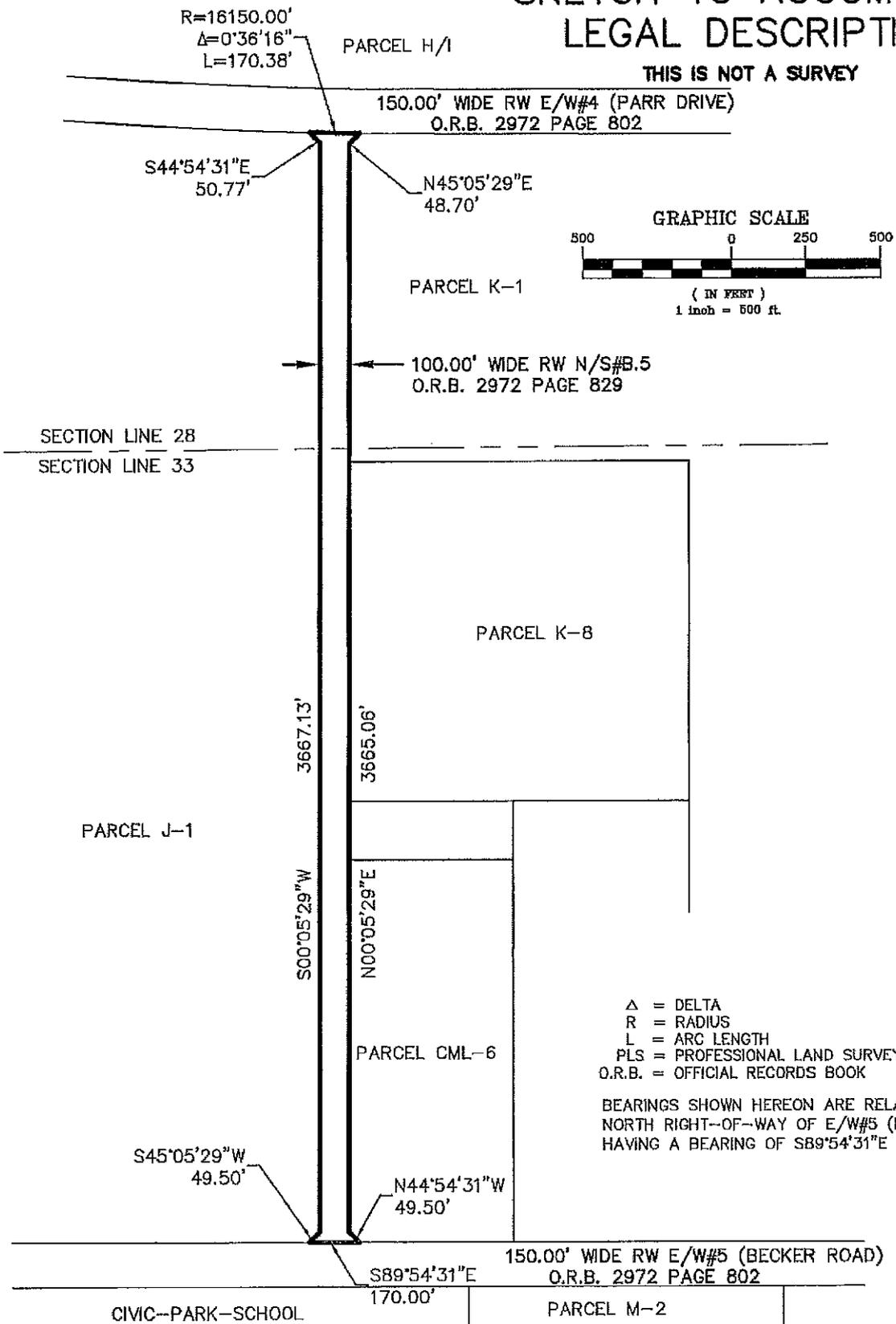


GULPEPPER & TERPENING, INC.

CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOLIH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE: 772-464-3537 • FAX: 772-464-9497 • www.ct-eng.com
151 SW FLAGLER AVENUE • STUART, FLORIDA 34994
PHONE: 772-220-3376 • FAX: 772-464-9497 • www.ct-eng.com
STATE OF FLORIDA CERTIFICATION NO. LB 3186

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

THIS IS NOT A SURVEY



Δ = DELTA
 R = RADIUS
 L = ARC LENGTH
 PLS = PROFESSIONAL LAND SURVEYOR
 O.R.B. = OFFICIAL RECORDS BOOK

BEARINGS SHOWN HEREON ARE RELATIVE TO THE
 NORTH RIGHT-OF-WAY OF E/W#5 (BECKER ROAD)
 HAVING A BEARING OF $S89^{\circ}54'31''E$

SKETCH OF DESCRIPTION OF N/S#B.5

File: 14-172.001
 s&d rw.dwg
 Date: 4-30-2015

Tech: GLM



CULPEPPER & TERPENING, INC
 CONSULTING ENGINEERS | LAND SURVEYORS
 2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
 PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com
 151 SW FLAGLER AVENUE • STUART, FLORIDA 34994
 PHONE 772-220-5376 • FAX 772-464-9497 • www.ct-eng.com
 STATE OF FLORIDA CERTIFICATION No. 18-4122

EXHIBIT

“A-9”

(to Authorizing Ordinance)

**Quit Claim Deed from City
to Riverland/Kennedy II, LLC**

Reference: N/S C (Community Boulevard)

This instrument prepared by (and after recording should be returned to):
Riverland/Kennedy II, LLC
1600 Sawgrass Corporate Parkway, Suite 400
Sunrise, Florida 33323
Attn: Clayton M. Ratliff, Esq.

(Space Reserved for Clerk of Court)

QUITCLAIM DEED

THIS QUITCLAIM DEED is made and given this ____ day of March, 2016 by CITY OF PORT ST. LUCIE, a Florida municipal corporation, having an address of 121 S.W. Port St. Lucie Boulevard, Port St. Lucie, Florida 34984-5099 (the "Grantor") to RIVERLAND/KENNEDY II, LLC, a Florida limited liability company, having an address of 1600 Sawgrass Corporate Parkway, Suite 400, Sunrise, Florida 33323 (the "Grantee"). Wherever used herein, the terms "Grantor" and "Grantee" shall include the parties to this instrument and their respective successors and assigns.

WITNESSETH:

GRANTOR, for and in consideration of Ten and No/100 (\$10.00) Dollars paid by Grantee to Grantor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby remise, release and quitclaim unto Grantee, forever, all the right, title, interest, claim and demand which Grantor has in and to the following described property located in St. Lucie County, Florida (the "Property"), to wit:

See Exhibit "A" attached hereto and made a part hereof.

THIS CONVEYANCE is made subject to the following: (a) real estate taxes and assessments for the year 2016 and subsequent years not yet due or payable; (b) all laws, ordinances, regulations, restrictions, prohibitions and other requirements imposed by governmental authorities, including, without limitation, all building, zoning, land use and environmental laws, ordinances, codes and regulations; (c) matters which would be disclosed by an accurate survey of the Property; and (d) easements, covenants, conditions, restrictions, reservations, limitations and other matters of record, if any, but this reference shall not operate to reimpose same.

GRANTEE ACKNOWLEDGES AND AGREES that the Property is being conveyed unto Grantee in its "AS-IS, WHERE-IS" condition with all faults and defects, latent and patent, and without any warranties or representations, either express or implied, of any kind, nature or type whatsoever from Grantor.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of Grantor, either in law or in equity, to the only proper use, benefit and behoof of Grantee.

[Signatures and Acknowledgements Appear on the Following Page]

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

GRANTOR:

CITY OF PORT ST. LUCIE, a Florida municipal
corporation

Name: _____

By: _____

Print Name: _____

Title: _____

Name: _____

STATE OF FLORIDA)

COUNTY OF ST. LUCIE)

The foregoing instrument was acknowledged before me this _____ day of March, 2016 by _____, as _____ of CITY OF PORT ST. LUCIE, a Florida municipal corporation, on behalf of the corporation. He/She () is personally known to me or () has produced _____ as identification.

Notary Public
Name: _____
My Commission Expires: _____

EXHIBIT "A"

Legal Description of the Property

[See attached two (2) pages]

DESCRIPTION

LEGAL DESCRIPTION

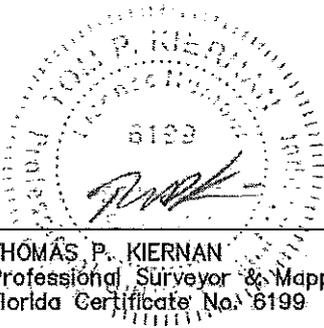
A PARCEL OF LAND LYING IN SECTIONS 15, 21, 22, 27, 28, 33, AND 34, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 557, PAGE 676, OF THE PUBLIC RECORDS, OF ST. LUCIE COUNTY, FLORIDA; THENCE S00°04'31"W, ALONG LAND DESCRIBED IN OFFICIAL RECORDS BOOK 557, PAGE 676, OF THE PUBLIC RECORDS, OF ST. LUCIE COUNTY, FLORIDA, A DISTANCE OF 14993.13 FEET; THENCE S89°59'26"W, A DISTANCE OF 75.00 FEET; THENCE N00°04'31"E, PARALLEL TO AND 75.00 FEET WEST OF SAID EAST LINE OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 557, PAGE 676, OF THE PUBLIC RECORDS, OF ST. LUCIE COUNTY, FLORIDA, A DISTANCE OF 14993.32 FEET TO THE NORTH LINE OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 557, PAGE 676, OF THE PUBLIC RECORDS, OF ST. LUCIE COUNTY, FLORIDA; THENCE S89°51'42"E ALONG SAID NORTH LINE, A DISTANCE OF 75.00 FEET, TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS, 25.824 ACRES, MORE OR LESS.

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON. THERE HAS BEEN NO FIELD WORK, VIEWING OF THE SUBJECT PROPERTY OR MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON.

NOTE: LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHT-OF-WAY AND/OR EASEMENTS OF RECORD.



11/6/15
DATE

THOMAS P. KIERNAN
Professional Surveyor & Mapper
Florida Certificate No. 6199

N/S "C" (COMMUNITY BOULEVARD)

Sheet 1 of 2
Not valid without Sheet 2 of 2

LEGAL DESCRIPTION
N/S "C" (COMMUNITY BOULEVARD)

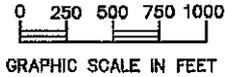
File: 04-233RW2.3
Date: 7/10/07
Rev: 10/04/07(MDP)
Rev: 5/03/12(GLM)

Tech: BCS



CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET
FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 FAX 772-464-9497
www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. LB-4286

SKETCH TO ACCOMPANY DESCRIPTION THIS IS NOT A SURVEY



NORTH LINE OF
LAND DESCRIBED
IN ORB 557,
PG 676

S89°51'42"E
75.00'

POB
NORTHEAST
CORNER OF
LAND DESCRIBED
IN ORB 557,
PG 676

75.00'

EAST LINE OF
LAND DESCRIBED
IN ORB 557,
PG 676

14993.32'

14993.13'

SECTION LINE

N00°04'31"E

S00°04'31"W

S89°59'26"W
75.00'

LEGEND

- Δ = DELTA
- R = RADIUS
- L = ARC LENGTH
- PG = PAGE
- PB = PLAT BOOK
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- PLS = PROFESSIONAL LAND SURVEYOR
- R/W = RIGHT-OF-WAY
- ⊕ = CENTERLINE
- ORB/PG = OFFICIAL RECORDS BOOK/PAGE
- sq.ft. = SQUARE FEET

THE EAST LINE OF LAND DESCRIBED IN ORB 557,
PG 676 IS ASSUMED TO BEAR S00°04'31"W AND ALL
OTHER BEARINGS SHOWN HEREON ARE RELATIVE
THERE TO.

N/S "C" (COMMUNITY BOULEVARD)

Sheet 2 of 2
Not valid without Sheet 1 of 2

**SKETCH OF DESCRIPTION
N/S "C" (COMMUNITY BOULEVARD)**

File: 04-233RW2.3
Date: 7/10/07
Rev: 10/04/07(MDP)

Tech: BCS



CULPEPPER & TERPENING, INC

CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET
FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 FAX 772-464-9497
www.ct-eng.com

STATE OF FLORIDA CERTIFICATION No. LB 4286



CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 10E
Meeting Date: 3/28/16

TO: Mayor and City Council
THRU: Jeff Bremer, City Manager *JB*
THRU: Daniel Holbrook, Assistant City Manager – Community *DH*
Development Director
FROM: Patricia A. Tobin, AICP, Director Planning and Zoning *PAT*
Agenda Item: Ordinance: City of Port St. Lucie Capital Improvements
Element Annual Update (P15-194)
Submittal Date: 3/4/2016 *1621*

STRATEGIC PLAN LINK: This item is consistent with Goal 3: Balanced and Responsible Growth.

BACKGROUND: This ordinance updates the Comprehensive Plan's Five Year Schedule of Capital Improvements; specifically appendices 9A, 9B, and 9C to reflect the Capital Improvements Program adopted by City Council.

ANALYSIS: See attached staff report

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: This ordinance has been approved as to form by Attorney Brennan Keeler.

PLANNING AND ZONING BOARD: The Planning and Zoning Board unanimously recommended approval of this CIE annual update on March 1, 2016.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: Staff may provide a short presentation on this application.

REQUESTED MEETING DATE: 3/28/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: Ordinance, staff report, and recommendation.

PT/JF

RECEIVED

MAR 18 2016

CITY MANAGER'S OFFICE

ORDINANCE 16-21

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

WHEREAS, the City of Port St. Lucie, Florida, has adopted a comprehensive plan known as the City of Port St. Lucie Comprehensive Plan adopted by Ordinance 97-50 and Ordinance 12-19, as subsequently amended; and

WHEREAS, Section 163.3177 (3) (b), Florida Statutes, requires the City of Port St. Lucie to perform an annual review and modification, as necessary, of the Capital Improvements Element of the Comprehensive Plan; and

WHEREAS, pursuant to Section 163.3177 (3) (b), Florida Statutes, modification to update the Five Year Schedule of the Capital Improvements may be accomplished by ordinance and may not be deemed to be amendments to the local comprehensive plan; and

WHEREAS, on April 11, 2016, the Port St. Lucie City Council held a public hearing with due notice having been provided on this update to the Capital Improvement Element; and

WHEREAS, the Port St. Lucie City Council desires to hereby formally adopt this update to the Capital Improvement Element of the Comprehensive Plan.

ORDINANCE 16-21

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

Section 1. The Port St. Lucie City Council hereby repeals the current appendices 9-A, 9-B, and 9-C of the Capital Improvement Element of the City of Port St. Lucie Comprehensive Plan.

Section 2. In accordance with the requirements of Section 163.177 (3) (b), Florida Statutes, the Port St. Lucie City Council hereby adopts an updated Five Year Schedule of Capital Improvements and related tables as set forth in the Capital Improvement Element of the Comprehensive Plan, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference.

Section 3. The provisions of the Ordinance are severable and, if any section, sentence, clause or phrase is for one reason held to be unconstitutional, invalid or ineffective, this holding shall not affect the validity of the remaining portions of this Ordinance, it being expressly declared to be the City Council's intent that it would have passed the valid portions of this Ordinance without inclusion of any invalid portion or portions.

Section 3. This ordinance shall be effective immediately upon adoption.

ORDINANCE 16-21

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida,
this _____ day of _____, 2016.

CITY COUNCIL

CITY OF PORT ST. LUCIE, FLORIDA

BY: _____
Gregory J. Oravec, Mayor

ATTEST:

Karen A. Phillips, City Clerk

APPROVED AS TO FORM:

Interim City Attorney



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

TO: PLANNING & ZONING BOARD - MEETING OF MARCH 1, 2016

FROM: JOHN FINIZIO, PLANNER *JF*

RE: P15-194 – CITY OF PORT ST. LUCIE
 CAPITAL IMPROVEMENT ELEMENT ANNUAL UPDATE

DATE: FEBRUARY 17, 2016

BACKGROUND:

In consultation with the Office of Management and Budget, the Planning and Zoning Department has prepared the annual update to the Capital Improvements Element (CIE) of the City's Comprehensive Plan. Section 163.3177 (3) (b), Florida Statutes, requires the Capital Improvements Element be reviewed annually by the City Council to update the Five Year Schedule of Capital Improvements as necessary.

This ordinance updates the Comprehensive Plans Five Year Schedule of Capital Improvements; specifically appendices 9A, 9B, and 9C to reflect the Capital Improvements Program adopted by the City Council in September of 2015.

STAFF RECOMMENDATION:

The Planning and Zoning Department staff recommends approval of the proposed amendments based on the analysis and findings as noted in the staff report.

Planning and Zoning Board Action Options:

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

City of Port St. Lucie Five Year Financial Projections - All Funds

	2015-16	2016-17	2017-18	2018-19	2019-20
REVENUES & SOURCES:					
Property Taxes	\$ 45,815,048	\$ 48,105,800	\$ 50,751,619	\$ 53,289,200	\$ 56,220,106
Utility Tax @ 10% - Electricity	11,355,750	11,696,423	13,414,221	14,353,216	15,357,941
State Communications Service Tax	5,100,000	4,850,000	4,400,000	4,300,000	4,200,000
Franchise Fees	10,508,000	10,905,120	11,232,274	11,361,993	11,930,093
Licenses and Permits	953,104	954,104	982,727	1,012,209	1,042,575
Intergovernmental	136,102,793	138,824,849	141,601,346	144,433,373	147,322,040
Other (including int. inc. & bond proceeds)	168,040,953	105,363,939	107,471,218	110,695,354	114,016,215
Budgeted Cash Carryforward	154,117,875	131,792,082	152,717,014	166,268,853	169,562,755
Transfers In	27,375,629	15,943,837	15,943,837	15,943,837	15,943,837
Total	\$ 559,369,153	\$ 468,436,154	\$ 498,514,255	\$ 521,658,036	\$ 535,595,562
EXPENDITURES:					
Personal Services	\$ 90,462,470	\$ 99,508,717	\$ 109,459,589	\$ 120,405,548	\$ 132,446,102
Operating Expenses	81,213,532	88,931,772	92,599,725	97,229,711	104,035,791
Capital Outlay (including CIP)	145,415,213	30,784,615	32,016,000	32,015,999	32,976,479
Debt Services	83,111,249	83,802,638	85,478,691	89,752,625	91,547,678
Administrative Credit	(5,373,966)	(5,481,445)	(5,591,074)	(5,702,896)	(5,816,954)
Administrative Charge	5,373,966	5,481,445	5,591,074	5,702,896	5,816,954
Fund Transfers	27,374,607	12,691,398	12,691,398	12,691,398	12,691,398
Budgeted Contingency-Financial Policy	131,792,082	152,717,014	166,268,853	169,562,755	161,898,115
Total	\$ 559,369,153	\$ 468,436,154	\$ 498,514,255	\$ 521,658,036	\$ 535,595,563

SURPLUS <DEFICIT>	\$	0	\$	0	\$
					(0)

**City of Port St. Lucie
Projection of Ad Valorem Revenue**

	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20
Projected Taxable Value:					
Growth Factor		5.00%	5.50%	5.00%	5.50%
Operating Purposes \$	7,237,078,873	7,598,932,817	8,016,874,122	8,417,717,828	8,880,692,308
Voted Debt \$	7,237,078,873	7,598,932,817	8,016,874,122	8,417,717,828	8,880,692,308
Projected Millage Rate:					
Operating Purposes	5.4096	5.4096	5.4096	5.4096	5.4096
Voted Debt	1.2193	1.2193	1.2193	1.2193	1.2193
Projected Ad Valorem Revenue: (collection rate of 95.5% per TRIM)					
Operating Purposes \$	37,387,965	39,257,364	41,416,519	43,487,344	45,879,148
Voted Debt \$	8,427,083	8,848,437	9,335,101	9,801,856	10,340,958
Total Projected Ad Valorem Revenue	\$ 45,815,048	\$ 48,105,800	\$ 50,751,619	\$ 53,289,200	\$ 56,220,106

Assumptions for Growth Factors: For FY 2016-17, the growth factor will be 5% and beyond then increase slightly each year going forward.

Assumption for Future Millage Rates: Budgetary Policy calls for staff to assume no change to the current Millage Rate.

Voted Debt Millage Rate: The City has 1.2193 mill dedicated toward the Crosstown Parkway road project. This is a voted millage based on a voter referendum that determined the City could charge a millage rate necessary to retire the debt on \$165 million in bonds. However, management is assuming no future change to the dedicated millage rate.

DEBT	FUND	DEBT HOLDER	BALANCE 9/30/2014	NEW DEBT EX. 2014/2015	PRINCIPAL PAYMENTS FY14/15	INTEREST PAYMENTS FY14/15	BALANCE 9/30/2015
LOGT Bonds, series 2000	104/364	BANK OF NEW YORK	-	-	-	-	-
2001 S. Lemard Road SAD Bonds	150/350	US BANK	-	-	-	-	-
USA 5-6-7A SAD Bonds series 2001D	124/324	US BANK	1,895,000.00	-	-	-	1,895,000.00
2002A & B Riverpoint Dev. SAD Bonds	151/351	US BANK	-	-	-	-	-
2003 A&B Tesoro SAD BONDS	152/352	US BANK	-	-	-	-	-
2003 Sales Tax Improvement Revenue Bonds	104/314	US BANK	3,300,000.00	-	-	-	3,300,000.00
2003C Glasman SAD Bonds	152/353	US BANK	5,175,000.00	-	-	-	5,175,000.00
2003D East Lake Village Bonds	154/354	US BANK	1,230,000.00	-	-	-	1,230,000.00
2004 Certificate of Participation	109/309	US BANK	7,000,000.00	-	-	-	7,000,000.00
2004 CRA Tax Increment Bonds	172/372	US BANK	2,600,000.00	-	-	-	2,600,000.00
2004 LOGT Bonds	104/314	BANK OF NEW YORK	11,900,000.00	-	-	-	11,900,000.00
2005 GO Bonds-1st Installment	214/314	US BANK	1,850,000.00	-	-	-	1,850,000.00
2005E USA #9 SAD Bonds	125/325	US BANK	11,815,000.00	-	-	-	11,815,000.00
2005A St. Lucie Land Holding SAD Bonds	189/359	US BANK	28,705,000.00	-	-	-	28,705,000.00
2006 GO Bonds-2nd Installment	214/314	US BANK	41,300,000.00	-	-	-	41,300,000.00
2006 CRA Tax Increment Bonds	175/377	US BANK	1,160,000.00	-	-	-	1,160,000.00
2007 Combined SADs (Lewy/Fessack)	159/359	US BANK	136,840,000.00	-	-	-	136,840,000.00
2007B SW Annexation District 1 SAD Bonds	115/315	US BANK	2,690,000.00	-	-	-	2,690,000.00
2008 Sales Tax Rindling Bonds	001	US BANK	36,450,000.00	-	-	-	36,450,000.00
2008 COP Refunding-Torrey Pines	159/359	US BANK	28,765,000.00	-	-	-	28,765,000.00
2008A City Center SAD Rindling Bonds	156/356	US BANK	-	-	-	-	-
2010 A&B Lease rev bonds-Wyndcrest	142/342	TD BANK	-	-	-	-	-
2011A USA384 Refunding SAD Bonds	122	US BANK	13,020,000.00	-	-	-	13,020,000.00
2011B USA 5-6-7A Refunding SAD Bonds	0	US BANK	13,015,000.00	-	-	-	13,015,000.00
2011 Sales Tax refunding bonds	162	US BANK	9,225,000.00	-	-	-	9,225,000.00
2012 Tesoro Refunding Bonds	162	US BANK	72,885,000.00	-	-	-	72,885,000.00
2014 GO Bonds & Refunding Bonds	214	US BANK	33,300,000.00	-	-	-	33,300,000.00
2014 Public Services Tax Bonds	001	REGIONS BANK	\$ 463,910,000.00	\$ -	\$ -	\$ -	\$ 463,910,000.00
Compensated Absences		Compensated Absences	8,000,124.42	-	-	-	8,000,124.42
TOTAL GLTD			\$ 471,910,124.42	\$ -	\$ -	\$ -	\$ 471,910,124.42
2010A&B Stormwater Revenue Bonds	401	TD BANK	36,000,000.00	-	-	-	36,000,000.00
2011 Stormwater Rindling Revenue Bonds	401	TD BANK	10,000,000.00	-	-	-	10,000,000.00
Compensated Absences		Compensated Absences	\$ 46,000,000.00	\$ -	\$ -	\$ -	\$ 46,000,000.00
TOTAL STORMWATER LTD			\$ 82,000,000.00	\$ -	\$ -	\$ -	\$ 82,000,000.00
Compensated Absences		Compensated Absences	873,564.47	-	-	-	873,564.47
TOTAL GOLF COURSE FUND LTD			\$ 873,564.47	\$ -	\$ -	\$ -	\$ 873,564.47
Utility Revenue Bonds, series 1997A	431	US BANK	60,020.22	-	-	-	60,020.22
Propagnetuck	431	US BANK	1,997,044.10	-	-	-	1,997,044.10
2001 Utility Revenue Bonds (C&B's)	431	US BANK	-	-	-	-	-
Promissory Note-Sumtrust	432/434	US BANK	7,190,000.00	-	-	-	7,190,000.00
Improvement Rev Bonds-Tybla,ser 2001	431/442	US BANK	12,280,000.00	-	-	-	12,280,000.00
2003 Utility Revenue Bonds	431/443	US BANK	51,645,000.00	-	-	-	51,645,000.00
2004 Utility Revenue Bonds	431	US BANK	73,155,000.00	-	-	-	73,155,000.00
2005 Utility Revenue Bonds	431/445	US BANK	34,252,229.70	-	-	-	34,252,229.70
2006A Utility Rindling Revenue Bonds	431	US BANK	104,005,000.00	-	-	-	104,005,000.00
2007 Utility Rindling & Improvement Rev Bonds	431/445	US BANK	106,935,000.00	-	-	-	106,935,000.00
2009 Utility Rindling Revenue Bonds	431	US BANK	21,375,000.00	-	-	-	21,375,000.00
2012 Utility Rindling Revenue Bonds	431	US BANK	-	-	-	-	-
2014 Utility Rindling Revenue Bonds	431	US BANK	\$ 412,714,273.80	\$ 29,585,000.00	\$ -	\$ -	\$ 442,299,273.80
Compensated Absences		Compensated Absences	2,496,249.87	-	-	-	2,496,249.87
TOTAL UTILITY LTD			\$ 415,210,523.67	\$ 29,585,000.00	\$ -	\$ -	\$ 444,795,523.67
TOTAL LONG TERM DEBT			\$ 934,054,232.78	\$ 29,585,000.00	\$ -	\$ -	\$ 963,639,232.78

Note: compensated absences have not yet been adjusted.

2010 Research Facility Bonds OHSU/GTI Project closed on June 3, 2010 for \$64,025,000.00 - NOT ON OUR BOOKS

This schedule does not include the inhouse financing between 304/315 from 440

This schedule does not include the inhouse financing for the Honeywell project from 440 fund

**CITY OF PORT ST. LUCIE
EASTERN WATERSHED CAPITAL IMPROVEMENT BUDGET - #403**

FY 2015-16

	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020
--	-----------	-----------	-----------	-----------	-----------

REVENUES:

Budgeted Cash Carryforward of Bond Proceeds	\$ 1,050,000	\$ -	\$ -	\$ -	\$ -
FDEP Grant	-	-	-	-	-
SLRIT Grant	-	-	-	-	-
Interest Income	5,000	-	-	-	-
Totals	\$ 1,055,000	\$ -	\$ -	\$ -	\$ -

EXPENDITURES:

PUBLIC WORKS - STREET AND DRAINAGE - #403-4126

Land Purchases	-	-	-	-	-
Drainage - Professional & Construction - Blackwell Pump Station rehab	900,000	-	-	-	-
Totals	\$ 900,000	\$ -	\$ -	\$ -	\$ -

EASTERN WATERSHED IMPROVEMENT CIP FUND TOTALS

Interfund Transfer to the Stormwater Fund #401	-	-	-	-	-
Contingency	155,001	-	-	-	-
Totals	\$ 155,001	\$ -	\$ -	\$ -	\$ -

SURPLUS/<DEFICIT>

	-	-	-	-	-
	\$ -	\$ -	\$ -	\$ -	\$ -

**CITY OF PORT ST. LUCIE
GENERAL FUND CAPITAL IMPROVEMENT BUDGET - #301
FIVE YEAR PROJECTIONS**

FY 2015-16

	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020
REVENUES:					
Budgeted Cash Carryforward - Savings from prior year	\$ 85,668	\$ 30,668	\$ 30,668	\$ 30,668	\$ 30,668
Financing Proceeds	-	-	-	-	-
Interest Income	1,000	-	-	-	-
Totals	\$ 86,668	\$ 30,668	\$ 30,668	\$ 30,668	\$ 30,668
EXPENDITURES:					
<u>MIS DEPARTMENT - 301-1320</u>	\$ 56,000	\$ -	\$ -	\$ -	\$ -
Totals	\$ 56,000	\$ -	\$ -	\$ -	\$ -
GENERAL CIP FUND TOTALS	\$ 56,000	\$ -	\$ -	\$ -	\$ -
Fund Transfer to 001 -	-	-	-	-	-
Contingency for Future Years	-	-	-	-	-
SURPLUS/<DEFICIT>	\$ 30,668	\$ 30,668	\$ 30,668	\$ 30,668	\$ 30,668
Unfunded CIP Projects:	\$ -	\$ -	\$ -	\$ -	\$ -

**CITY OF PORT ST. LUCIE
ROAD & BRIDGE CAPITAL IMPROVEMENT BUDGET - #304
FY 2015-16**

2015-2016 2016-2017 2017-2018 2018-2019 2019-2020

	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020
REVENUES:					
Budgeted Cash Carryforward	\$ 792,751	\$ 500,299	\$ 826,420	\$ 680,252	\$ 1,102,206
Budgeted Cash Carryforward - Selvitz Road (Y1509)	100,000	-	-	-	-
Budgeted Cash Carryforward - Veteran's Memorial Bridges	170,000	-	-	-	-
Budgeted Cash Carryforward - Chapman/Crescent Traffic Calming	27,150	-	-	-	-
Budgeted Cash Carryforward - PSL Blvd. Widening - Developer Contribution from 10-11	663,547	-	-	-	-
Budgeted Cash Carryforward - Del Rio Boulevard Sidewalk	62,150	-	-	-	-
Property Tax Revenue - Designated for Road Capital Program (0.5583 mill shift to GF)	-	-	-	-	-
Local Option Gas Tax - 2 cents/gal. - renewed	1,508,000	1,560,780	1,615,407	1,671,947	1,730,465
Local Option Gas Tax - 3 cents/gal. - renewed	2,288,000	2,368,080	2,450,963	2,536,746	2,625,333
Road Impact Fees	1,100,000	1,200,000	1,200,000	1,200,000	1,200,000
SW District 2 Due on Sale Assessment	147,500	147,500	147,500	147,500	147,500
Interest Income	15,000	15,000	15,000	15,000	15,000
FDOT - Tulip Boulevard Sidewalk	-	-	622,310	-	-
FDOT - Signal Maintenance (Various Locations)	69,904	161,636	-	-	-
FDOT Grant - Del Rio Boulevard Sidewalk	956,404	-	-	-	-
FDOT - Selvitz Road - Bayshore to North Macedo	-	326,984	-	-	-
FDOT - Cameo Boulevard Sidewalk	732,981	-	-	-	-
TPO Revenue for PSL Blvd & Gatlin	-	-	520,000	-	-
Cumberland Farm Contribution - Del Rio Boulevard Sidewalk	12,000	-	-	-	-
Highway Lighting & Maintenance throughout the City, FDOT Contribution	66,000	67,000	67,000	68,000	68,000
Totals	\$ 8,655,452	\$ 6,347,279	\$ 7,464,600	\$ 6,319,445	\$ 6,888,703

	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020
EXPENDITURES:					
OPERATIONS/ADMINISTRATION - PUBLIC WORKS - #304-4105					
Project Management Costs for Capital Improvements (531000)	100,000	100,000	100,000	100,000	100,000
PSL Blvd. South Widening - Carryforward of Developer Contribution	663,547	-	-	-	-
New Sidewalks - (534000) - Del Rio Boulevard Sidewalk - FDOT	974,619	-	-	-	-
New Sidewalks - (534000) - Cameo Blvd. Sidewalk - FDOT	732,981	-	-	-	-
New Sidewalks (534000) - Citywide (local funds)	800,000	800,000	800,000	800,000	800,000
New Sidewalks (534000) - Selvitz Road - Bayshore to North Macedo - FDOT	100,000	326,984	-	-	-
ADA Compliance/Curb Ramps (534000)	50,000	50,000	50,000	50,000	50,000
New Sidewalks - Tulip Design	100,000	-	622,310	-	-
New Sidewalks (534000) - Paar Design	-	100,000	-	-	-
Totals	\$ 3,521,147	\$ 1,376,984	\$ 1,572,310	\$ 950,000	\$ 950,000
TRAFFIC CONTROL DIVISION - PUBLIC WORKS - #304-4121					
ADA Improvements - signals various locations (531000)	40,000	40,000	40,000	40,000	40,000
Contract Application of Thermoplastic and Road Striping	200,000	200,000	200,000	200,000	200,000

27,150	-	-	-	-	-	-
-	60,000	60,000	60,000	60,000	60,000	60,000
69,904	161,636	-	-	-	-	-
66,000	67,000	67,000	68,000	68,000	68,000	68,000
125,000	1,100,000	-	-	-	-	-
-	125,000	1,250,000	-	-	-	-
100,000	100,000	100,000	100,000	100,000	100,000	100,000
200,000	200,000	200,000	200,000	200,000	200,000	200,000
570,000	-	-	-	-	-	-
70,000	70,000	70,000	70,000	70,000	70,000	70,000
-	-	-	-	250,000	1,000,000	1,000,000
100,000	-	-	-	-	-	-
1,300,000	-	-	-	-	-	-
\$ 2,868,054	\$ 2,123,636	\$ 1,987,000	\$ 988,000	\$ 1,738,000	\$ 1,738,000	\$ 1,738,000

Traffic Calming - Chapman/Crescent (carryforward from prior year) Y1320
Signal Maintenance/Enhancement (534000) (City Funds)
Traffic Signal Maintenance - FDOT Contribution - 534000
Highway Lighting Improvements & Maintenance throughout the City - FDOT Contribution
California Blvd. and University Blvd. Roundabout
California Blvd. and Del Rio Signal (West)
Signal Rehab - Miscellaneous Locations
Bridge Maintenance / Improvements (Citywide Bridges (28))
Veterans Memorial Parkway Rehab
Mast Arm Inspections
PSL & Floresta Intersection Improvements
US-1 Building Improvements
Bayshore & Selvitz Intersection Improvements (FY 26028)
Totals

\$ 1,500,000	\$ 1,750,000	\$ 1,750,000	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000
100,000	100,000	100,000	100,000	100,000	100,000	100,000
-	-	1,200,000	-	-	-	-
-	-	-	-	500,000	500,000	500,000
35,000	35,000	35,000	35,000	35,000	35,000	35,000
\$ 1,635,000	\$ 1,885,000	\$ 3,085,000	\$ 3,135,000	\$ 3,135,000	\$ 3,135,000	\$ 3,135,000

STREETS DIVISION - PUBLIC WORKS - #304-4125
Annual Resturfacing Program (534132)
Contract Repair / Improvements of Sidewalks (534133)
PSL Blvd & Gatlin - Access Modification off of PSL Blvd. (Y1324)
Veteran's Memorial Parkway & Lyngate Drive (rehab existing 29 ft wide roadway)
Guardrail Repair & Rehabilitation
Totals

\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
59,298	61,077	62,910	64,797	66,741	66,741	66,741
-	-	-	-	-	-	-
71,654	74,162	77,128	79,442	81,825	81,825	81,825
\$ 130,952	\$ 135,239	\$ 140,038	\$ 144,239	\$ 148,566	\$ 148,566	\$ 148,566

Fund Transfer to Road & Bridge Operating (Debt Service)
Administrative Charge from the General Fund
Debt Service - Internal Loan 440 fund
Fund Transfer to CRA - Ad Valorem Tax \$'s
Totals

\$ 8,155,153	\$ 5,520,859	\$ 6,784,348	\$ 5,217,239	\$ 5,971,566	\$ 5,971,566	\$ 5,971,566
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
500,299	826,420	680,252	1,102,206	917,137	917,137	917,137
\$ 500,299	\$ 826,420	\$ 680,252	\$ 1,102,206	\$ 917,137	\$ 917,137	\$ 917,137
\$ (0)	\$ (0)	\$ (0)	\$ (0)	\$ (0)	\$ (0)	\$ (0)

ROAD & BRIDGE CIP FUND TOTALS
Contingency - SBA Funds for Internal Loan
Contingency for Future Road Projects
Total Contingency

SURPLUS/DEFICIT
* The SW District (2) Due on Sale Assessment Revenue will be invoiced annually by the City beginning November 2014 with the final billing on November 2023.
UNFUNDED PROJECTS

**CITY OF PORT ST. LUCIE
PARKS IMPACT FEE CAPITAL IMPROVEMENT BUDGET - #305
FIVE YEAR PROJECTIONS**

FY 2015-16

----- 2015-2016 2016-2017 2017-2018 2018-2019 2019-2020

REVENUES:

Parks Impact Fee	\$ 215,000	\$ 217,150	\$ 223,665	\$ 234,848	\$ 246,590
Budgeted Cash Carryforward	130,633	102,133	209,383	323,048	447,895
Interest Income	500	100	-	-	-
Totals	\$ 346,133	\$ 319,383	\$ 433,048	\$ 557,895	\$ 694,485

EXPENDITURES:

PARKS DEPARTMENT - #305-7210

Community Park Marquee Signs	55,000	110,000	110,000	110,000	-
Camera Project at Lyngate Park	189,000	-	-	-	-
Totals	\$ 244,000	\$ 110,000	\$ 110,000	\$ 110,000	\$ -

PARKS IMPACT FEE CIP FUND TOTALS

	\$ 244,000	\$ 110,000	\$ 110,000	\$ 110,000	\$ -
Contingency for Future Years	\$ 102,133	\$ 209,383	\$ 323,048	\$ 447,895	\$ 694,485
SURPLUS/<DEFICIT>	\$ -	\$ -	\$ -	\$ 0	\$ 0

Unfunded CIP Projects:

**CITY OF PORT ST. LUCIE
 PARKS MSTU CAPITAL IMPROVEMENT BUDGET - #307
 FIVE YEAR PROJECTIONS**

FY 2015-16

2015-2016 2016-2017 2017-2018 2018-2019 2019-2020

REVENUES:

Distribution of Ad Valorem Taxes from County	\$ 1,450,000	\$ 1,508,000	\$ 1,568,320	\$ 1,646,736	\$ 1,712,605
Grant Revenue	-	-	-	-	-
Budgeted Cash Carryforward	1,555,000	-	3,000	66,320	8,056
Interest Income	10,000	10,000	10,000	10,000	10,000
Totals	\$ 3,015,000	\$ 1,518,000	\$ 1,581,320	\$ 1,723,056	\$ 1,730,661

EXPENDITURES:

PARKS DEPARTMENT - #307-7210

Torino Park-Permit Compliance and Monitoring	15,000	15,000	15,000	15,000	15,000
Purchase of Civic Center and Village Square	3,000,000	1,500,000	1,500,000	1,700,000	1,700,000
Totals	\$ 3,015,000	\$ 1,515,000	\$ 1,515,000	\$ 1,715,000	\$ 1,715,000

PARKS MSTU CIP FUND TOTALS

	\$ 3,015,000	\$ 1,515,000	\$ 1,515,000	\$ 1,715,000	\$ 1,715,000
Contingency for Future Years	-	3,000	66,320	8,056	15,661
Totals	\$ -				

SURPLUS/<DEFICIT>

Unfunded Capital Requests:					
Torino Park	15,268,531	12,268,531	10,768,531	9,268,531	7,568,531
Westmoreland Riverfront Park	3,360,000	1,500,000	1,500,000	1,700,000	1,700,000
Tradition Regional Park	27,500,000	10,768,531	9,268,531	7,568,531	5,868,531
Ravenswood Community Center Reconstru	7,700,000				
Veteran's Memorial Expansion Museum	2,800,000				
Dreyfuss Lake/OL Peacock Sr. Park	788,000				
Oak Hammock Park Expansion	1,300,000				
Riverwalk Project South "Phase 1"	2,000,000				
California Blvd. Community Park	2,780,000				
Thornhill Lake Passive Park	450,000				
Amphitheatre	2,875,000				
McCarty Ranch Recreation Master Plan	300,000				
Minsky Gym Building Expansion	2,875,000				
Jessica Clinton Park Sports Lighting & Impr	700,000				
Park Entrance Signs @ Neighborhood & Op	75,000				
Community Center Expansion	4,175,000				
Apache Neighborhood Park	750,000				
Crosstown Fitness Trail	130,000				
Cameo Dog Park	800,000				
SW Neighborhood Park	3,000,000				
BMX Sports Park	575,000				

payments

Skate Park	690,000
Winterlakes Park	400,000
Boat Docks at Veterans Park @ Rivergate	154,000
Sport Courts Resurfacing	150,000
Sportsman's West Track Rebuild	98,000
Total	<u>\$ 79,425,000</u>

CITY OF PORT ST. LUCIE
NEIGHBORHOOD IMPROVEMENT FUND - #309
FY 2015-16

2015-2016 2016-2017 2017-2018 2018-2019 2019-2020

REVENUES:	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020
Recycling - Dis. Avoidance	132,000	132,000	132,000	132,000	132,000
Single Stream Recycling Incentives	44,000	132,000	132,000	132,000	132,000
Interest Income	1,800	2,000	2,200	2,400	2,600
WastePro Additional Revenue	250,000	250,000	250,000	250,000	250,000
Budgeted Cash Carryforward	860,094	937,894	1,453,894	1,970,094	2,486,494
Totals	\$ 1,287,894	\$ 1,453,894	\$ 1,970,094	\$ 2,486,494	\$ 3,003,094

EXPENDITURES:	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020
Operating Expense	350,000	-	-	-	-
Fund Transfer	-	-	-	-	-
Totals	\$ 350,000	\$ -	\$ -	\$ -	\$ -

Contingency for Future Years	\$ 937,894	\$ 1,453,894	\$ 1,970,094	\$ 2,486,494	\$ 3,003,094
SURPLUS <DEFICIT>	\$ -	\$ -	\$ -	\$ -	\$ -

**CITY OF PORT ST. LUCIE
CROSSTOWN PARKWAY CAPITAL IMPROVEMENT BUDGET - #314**

FY 2015-16

2015-2016 2016-2017 2017-2018 2018-2019 2019-2020

REVENUES:	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020
Bond Proceeds (Final Bond Issue)	\$ 16,000,000	\$ -	\$ -	\$ -	\$ -
Grant - State & Federal Funding	81,077,014	-	-	-	-
Grant - Tiger	-	-	-	-	-
Budgeted Cash Carryforward - Crosstown Parkway Corridor	19,800,000	5,791,813	5,426,201	5,175,573	5,035,573
Interfund transfer from SAD Phase II #121	2,405,368	-	-	-	-
Interfund transfer from USA 3 #122	2,294,632	-	-	-	-
Interfund transfer from Debt Service Fund #214	7,000,000	-	-	-	-
Interest Income	60,000	20,000	10,000	-	-
Totals	\$ 128,637,014	\$ 5,811,813	\$ 5,436,201	\$ 5,175,573	\$ 5,035,573

EXPENDITURES:

OPERATIONS/ADMINISTRATION - PUBLIC WORKS - #314-4105

Manth Lane to US 1 - Crosstown Parkway - Administrative Costs	\$ 475,000	\$ 20,000	\$ 20,000	\$ -	\$ -
Manth Lane to US 1 - Crosstown Parkway - ROW Acquisition	26,409,589	-	-	-	-
Manth Lane to US 1 - Crosstown Parkway - Construction	87,595,000	-	-	-	-
Manth Lane to US 1 - Crosstown Parkway - CEI	8,000,000	-	-	-	-
Exotic Removal	140,000	140,000	140,000	140,000	140,000
Totals	\$ 122,619,589	\$ 160,000	\$ 160,000	\$ 140,000	\$ 140,000

CROSSTOWN PARKWAY CIP FUND TOTALS

Contingency for Crosstown Parkway	\$ 5,791,813	\$ 5,426,201	\$ 5,175,573	\$ 5,035,573	\$ 4,895,573
Administrative Charges - Road and Bridge Fund - #104	100,628	100,628	100,628	-	-
Administrative Charges - General Fund - #001	124,984	124,984	-	-	-
Interfund Transfer to Road & Bridge #104 (bond debt pmts.)	-	-	-	-	-
Totals	\$ 6,017,425	\$ 5,651,813	\$ 5,276,201	\$ 5,035,573	\$ 4,895,573

SURPLUS/<DEFICIT>

	\$ (0)	\$ (0)	\$ (0)	\$ (0)	\$ (0)
--	--------	--------	--------	--------	--------

Construction costs are preliminary engineering estimates at this time.
Grant revenue is currently being applied for.

Locations:	AGRITECH FARM, Allapattah Flats K-8 School, BAYSHORE ELEMENTARY, CHESTER A MOORE ELEMENTARY SCHOOL, DALE CASSENS EDUCATIONAL COMPLEX, DAN MCCARTY SCHOOL, DISTRICT ADMINISTRATIVE COMPLEX, FAIRLAWN ELEMENTARY, FLORESTA ELEMENTARY, FOREST GROVE MIDDLE, FORT PIERCE CENTRAL HIGH SCHOOL, FORT PIERCE CENTRAL SENIOR HIGH, FORT PIERCE MAGNET SCHOOL OF THE ARTS, FORT PIERCE WESTWOOD SENIOR HIGH, FRANCES K SWEET ELEMENTARY, GARDEN CITY EARLY LEARNING ACADEMY, LAKEWOOD PARK ELEMENTARY, LAWNWOOD ELEMENTARY, LINCOLN PARK ACADEMY, MANATEE ACADEMY K-8, MARIPOSA ELEMENTARY, MEANS COURT ADMINISTRATIVE CENTER, MORNINGSIDE ELEMENTARY, NORTH TRANSPORTATION COMPLEX, NORTHPORT K-8 SCHOOL, OAK HAMMOCK K-8 SCHOOL, PARKWAY ELEMENTARY, PERFORMANCE BASED PREPARATORY ACADEMY, PORT SAINT LUCIE ELEMENTARY, PORT SAINT LUCIE SENIOR HIGH, RIVERS EDGE ELEMENTARY, SAINT LUCIE ELEMENTARY, SAINT LUCIE WEST CENTENNIAL SENIOR HIGH, SAINT LUCIE WEST K-8 SCHOOL, SAMUEL S. GAINES ACADEMY, SAVANNA RIDGE ELEMENTARY, SOUTH TRANSPORTATION & MAINTENANCE COMPLEX, SOUTHERN OAKS MIDDLE, SOUTHPORT MIDDLE, SUNRISE ALTERNATIVE, TREASURE COAST HIGH SCHOOL, VILLAGE GREEN ENVIRONMENTAL STUDIES, WEATHERBEE ELEMENTARY, WEST GATE K-8 SCHOOL, WHITE CITY ELEMENTARY, WINDMILL POINT ELEMENTARY				\$601,525	\$601,525	\$601,525	\$3,007,625
Safety to Life	\$601,525	\$601,525	\$601,525	\$601,525	\$3,007,625			
Locations:	AGRITECH FARM, Allapattah Flats K-8 School, BAYSHORE ELEMENTARY, CHESTER A MOORE ELEMENTARY SCHOOL, DALE CASSENS EDUCATIONAL COMPLEX, DAN MCCARTY SCHOOL, DISTRICT ADMINISTRATIVE COMPLEX, FAIRLAWN ELEMENTARY, FLORESTA ELEMENTARY, FOREST GROVE MIDDLE, FORT PIERCE CENTRAL HIGH SCHOOL, FORT PIERCE CENTRAL SENIOR HIGH, FORT PIERCE MAGNET SCHOOL OF THE ARTS, FORT PIERCE WESTWOOD SENIOR HIGH, FRANCES K SWEET ELEMENTARY, GARDEN CITY EARLY LEARNING ACADEMY, LAKEWOOD PARK ELEMENTARY, LAWNWOOD ELEMENTARY, LINCOLN PARK ACADEMY, MANATEE ACADEMY K-8, MARIPOSA ELEMENTARY, MEANS COURT ADMINISTRATIVE CENTER, MORNINGSIDE ELEMENTARY, NORTH TRANSPORTATION COMPLEX, NORTHPORT K-8 SCHOOL, OAK HAMMOCK K-8 SCHOOL, PARKWAY ELEMENTARY, PERFORMANCE BASED PREPARATORY ACADEMY, PORT SAINT LUCIE ELEMENTARY, PORT SAINT LUCIE SENIOR HIGH, RIVERS EDGE ELEMENTARY, SAINT LUCIE ELEMENTARY, SAINT LUCIE WEST CENTENNIAL SENIOR HIGH, SAINT LUCIE WEST K-8 SCHOOL, SAMUEL S. GAINES ACADEMY, SAVANNA RIDGE ELEMENTARY, SOUTH TRANSPORTATION & MAINTENANCE COMPLEX, SOUTHERN OAKS MIDDLE, SOUTHPORT MIDDLE, SUNRISE ALTERNATIVE, TREASURE COAST HIGH SCHOOL, VILLAGE GREEN ENVIRONMENTAL STUDIES, WEATHERBEE ELEMENTARY, WEST GATE K-8 SCHOOL, WHITE CITY ELEMENTARY, WINDMILL POINT ELEMENTARY				\$12,914	\$12,914	\$12,914	\$64,570
Fencing	\$12,914	\$12,914	\$12,914	\$12,914	\$64,570			
Locations:	AGRITECH FARM, Allapattah Flats K-8 School, BAYSHORE ELEMENTARY, CHESTER A MOORE ELEMENTARY SCHOOL, DALE CASSENS EDUCATIONAL COMPLEX, DAN MCCARTY SCHOOL, DISTRICT ADMINISTRATIVE COMPLEX, FAIRLAWN ELEMENTARY, FLORESTA ELEMENTARY, FOREST GROVE MIDDLE, FORT PIERCE CENTRAL HIGH SCHOOL, FORT PIERCE CENTRAL SENIOR HIGH, FORT PIERCE MAGNET SCHOOL OF THE ARTS, FORT PIERCE WESTWOOD SENIOR HIGH, FRANCES K SWEET ELEMENTARY, GARDEN CITY EARLY LEARNING ACADEMY, LAKEWOOD PARK ELEMENTARY, LAWNWOOD ELEMENTARY, LINCOLN PARK ACADEMY, MANATEE ACADEMY K-8, MARIPOSA ELEMENTARY, MEANS COURT ADMINISTRATIVE CENTER, MORNINGSIDE ELEMENTARY, NORTH TRANSPORTATION COMPLEX, NORTHPORT K-8 SCHOOL, OAK HAMMOCK K-8 SCHOOL, PARKWAY ELEMENTARY, PERFORMANCE BASED PREPARATORY ACADEMY, PORT SAINT LUCIE ELEMENTARY, PORT SAINT LUCIE SENIOR HIGH, RIVERS EDGE ELEMENTARY, SAINT LUCIE ELEMENTARY, SAINT LUCIE WEST CENTENNIAL SENIOR HIGH, SAINT LUCIE WEST K-8 SCHOOL, SAMUEL S. GAINES ACADEMY, SAVANNA RIDGE ELEMENTARY, SOUTH TRANSPORTATION & MAINTENANCE COMPLEX, SOUTHERN OAKS MIDDLE, SOUTHPORT MIDDLE, SUNRISE ALTERNATIVE, TREASURE COAST HIGH SCHOOL, VILLAGE GREEN ENVIRONMENTAL STUDIES, WEATHERBEE ELEMENTARY, WEST GATE K-8 SCHOOL, WHITE CITY ELEMENTARY, WINDMILL POINT ELEMENTARY				\$0	\$0	\$0	\$0
Parking	\$0	\$0	\$0	\$0	\$0			

Locations:	No Locations for this expenditure.					
Electrical	\$160,075	\$160,075	\$160,075	\$160,075	\$160,075	\$800,375
Locations:	AGRITECH FARM, Allapattah Flats K-8 School, BAYSHORE ELEMENTARY, CHESTER A MOORE ELEMENTARY SCHOOL, DALE CASSENS EDUCATIONAL COMPLEX, DAN MCCARTY SCHOOL, DISTRICT ADMINISTRATIVE COMPLEX, FAIRLAWN ELEMENTARY, FLORESTA ELEMENTARY, FOREST GROVE MIDDLE, FORT PIERCE CENTRAL HIGH SCHOOL, FORT PIERCE CENTRAL SENIOR HIGH, FORT PIERCE MAGNET SCHOOL OF THE ARTS, FORT PIERCE WESTWOOD SENIOR HIGH, FRANCES K SWEET ELEMENTARY, GARDEN CITY EARLY LEARNING ACADEMY, LAKEWOOD PARK ELEMENTARY, LAWNWOOD ELEMENTARY, LINCOLN PARK ACADEMY, MANATEE ACADEMY K-8, MARIPOSA ELEMENTARY, MEANS COURT ADMINISTRATIVE CENTER, MORNINGSIDE ELEMENTARY, NORTH TRANSPORTATION COMPLEX, NORTHPORT K-8 SCHOOL, OAK HAMMOCK K-8 SCHOOL, PARKWAY ELEMENTARY, PERFORMANCE BASED PREPARATORY ACADEMY, PORT SAINT LUCIE ELEMENTARY, PORT SAINT LUCIE SENIOR HIGH, RIVERS EDGE ELEMENTARY, SAINT LUCIE ELEMENTARY, SAINT LUCIE WEST CENTENNIAL SENIOR HIGH, SAINT LUCIE WEST K-8 SCHOOL, SAMUEL S. GAINES ACADEMY, SAVANNA RIDGE ELEMENTARY, SOUTH TRANSPORTATION & MAINTENANCE COMPLEX, SOUTHERN OAKS MIDDLE, SOUTHPORT MIDDLE, SUNRISE ALTERNATIVE, TREASURE COAST HIGH SCHOOL, VILLAGE GREEN ENVIRONMENTAL STUDIES, WEATHERBEE ELEMENTARY, WEST GATE K-8 SCHOOL, WHITE CITY ELEMENTARY, WINDMILL POINT ELEMENTARY					
Fire Alarm	\$208,513	\$208,513	\$208,513	\$208,513	\$208,513	\$1,042,565
Locations:	AGRITECH FARM, Allapattah Flats K-8 School, BAYSHORE ELEMENTARY, CHESTER A MOORE ELEMENTARY SCHOOL, DALE CASSENS EDUCATIONAL COMPLEX, DAN MCCARTY SCHOOL, DISTRICT ADMINISTRATIVE COMPLEX, FAIRLAWN ELEMENTARY, FLORESTA ELEMENTARY, FOREST GROVE MIDDLE, FORT PIERCE CENTRAL HIGH SCHOOL, FORT PIERCE CENTRAL SENIOR HIGH, FORT PIERCE MAGNET SCHOOL OF THE ARTS, FORT PIERCE WESTWOOD SENIOR HIGH, FRANCES K SWEET ELEMENTARY, GARDEN CITY EARLY LEARNING ACADEMY, LAKEWOOD PARK ELEMENTARY, LAWNWOOD ELEMENTARY, LINCOLN PARK ACADEMY, MANATEE ACADEMY K-8, MARIPOSA ELEMENTARY, MEANS COURT ADMINISTRATIVE CENTER, MORNINGSIDE ELEMENTARY, NORTH TRANSPORTATION COMPLEX, NORTHPORT K-8 SCHOOL, OAK HAMMOCK K-8 SCHOOL, PARKWAY ELEMENTARY, PERFORMANCE BASED PREPARATORY ACADEMY, PORT SAINT LUCIE ELEMENTARY, PORT SAINT LUCIE SENIOR HIGH, RIVERS EDGE ELEMENTARY, SAINT LUCIE ELEMENTARY, SAINT LUCIE WEST CENTENNIAL SENIOR HIGH, SAINT LUCIE WEST K-8 SCHOOL, SAMUEL S. GAINES ACADEMY, SAVANNA RIDGE ELEMENTARY, SOUTH TRANSPORTATION & MAINTENANCE COMPLEX, SOUTHERN OAKS MIDDLE, SOUTHPORT MIDDLE, SUNRISE ALTERNATIVE, TREASURE COAST HIGH SCHOOL, VILLAGE GREEN ENVIRONMENTAL STUDIES, WEATHERBEE ELEMENTARY, WEST GATE K-8 SCHOOL, WHITE CITY ELEMENTARY, WINDMILL POINT ELEMENTARY					
Telephone/Intercom System	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$500,000

Locations:	AGRITECH FARM, Allapattah Flats K-8 School, BAYSHORE ELEMENTARY, CHESTER A MOORE ELEMENTARY SCHOOL, DALE CASSENS EDUCATIONAL COMPLEX, DAN MCCARTY SCHOOL, DISTRICT ADMINISTRATIVE COMPLEX, FAIRLAWN ELEMENTARY, FLORESTA ELEMENTARY, FOREST GROVE MIDDLE, FORT PIERCE CENTRAL HIGH SCHOOL, FORT PIERCE CENTRAL SENIOR HIGH, FORT PIERCE MAGNET SCHOOL OF THE ARTS, FORT PIERCE WESTWOOD SENIOR HIGH, FRANCES K SWEET ELEMENTARY, GARDEN CITY EARLY LEARNING ACADEMY, LAKEWOOD PARK ELEMENTARY, LAWNWOOD ELEMENTARY, LINCOLN PARK ACADEMY, MANATEE ACADEMY K-8, MARIPOSA ELEMENTARY, MEANS COURT ADMINISTRATIVE CENTER, MORNINGSIDE ELEMENTARY, NORTH TRANSPORTATION COMPLEX, NORTHPORT K-8 SCHOOL, OAK HAMMOCK K-8 SCHOOL, PARKWAY ELEMENTARY, PERFORMANCE BASED PREPARATORY ACADEMY, PORT SAINT LUCIE ELEMENTARY, PORT SAINT LUCIE SENIOR HIGH, RIVERS EDGE ELEMENTARY, SAINT LUCIE ELEMENTARY, SAINT LUCIE WEST CENTENNIAL SENIOR HIGH, SAINT LUCIE WEST K-8 SCHOOL, SAMUEL S. GAINES ACADEMY, SAVANNA RIDGE ELEMENTARY, SOUTH TRANSPORTATION & MAINTENANCE COMPLEX, SOUTHERN OAKS MIDDLE, SOUTHPORT MIDDLE, SUNRISE ALTERNATIVE, TREASURE COAST HIGH SCHOOL, VILLAGE GREEN ENVIRONMENTAL STUDIES, WEATHERBEE ELEMENTARY, WEST GATE K-8 SCHOOL, WHITE CITY ELEMENTARY, WINDMILL POINT ELEMENTARY					\$0	\$0	\$0	\$0	\$0
Closed Circuit Television	\$0	\$0	\$0	\$0	\$0	\$0				
Locations:	No Locations for this expenditure.									
Paint	\$15,289	\$1,228,722	\$881,917	\$611,977	\$611,977	\$3,349,882				
Locations:	AGRITECH FARM, Allapattah Flats K-8 School, BAYSHORE ELEMENTARY, CHESTER A MOORE ELEMENTARY SCHOOL, DALE CASSENS EDUCATIONAL COMPLEX, DAN MCCARTY SCHOOL, DISTRICT ADMINISTRATIVE COMPLEX, FAIRLAWN ELEMENTARY, FLORESTA ELEMENTARY, FOREST GROVE MIDDLE, FORT PIERCE CENTRAL HIGH SCHOOL, FORT PIERCE CENTRAL SENIOR HIGH, FORT PIERCE MAGNET SCHOOL OF THE ARTS, FORT PIERCE WESTWOOD SENIOR HIGH, FRANCES K SWEET ELEMENTARY, GARDEN CITY EARLY LEARNING ACADEMY, LAKEWOOD PARK ELEMENTARY, LAWNWOOD ELEMENTARY, LINCOLN PARK ACADEMY, MANATEE ACADEMY K-8, MARIPOSA ELEMENTARY, MEANS COURT ADMINISTRATIVE CENTER, MORNINGSIDE ELEMENTARY, NORTH TRANSPORTATION COMPLEX, NORTHPORT K-8 SCHOOL, OAK HAMMOCK K-8 SCHOOL, PARKWAY ELEMENTARY, PERFORMANCE BASED PREPARATORY ACADEMY, PORT SAINT LUCIE ELEMENTARY, PORT SAINT LUCIE SENIOR HIGH, RIVERS EDGE ELEMENTARY, SAINT LUCIE ELEMENTARY, SAINT LUCIE WEST CENTENNIAL SENIOR HIGH, SAINT LUCIE WEST K-8 SCHOOL, SAMUEL S. GAINES ACADEMY, SAVANNA RIDGE ELEMENTARY, SOUTH TRANSPORTATION & MAINTENANCE COMPLEX, SOUTHERN OAKS MIDDLE, SOUTHPORT MIDDLE, SUNRISE ALTERNATIVE, TREASURE COAST HIGH SCHOOL, VILLAGE GREEN ENVIRONMENTAL STUDIES, WEATHERBEE ELEMENTARY, WEST GATE K-8 SCHOOL, WHITE CITY ELEMENTARY, WINDMILL POINT ELEMENTARY					\$815,761	\$815,761	\$815,761	\$815,761	\$815,761
Maintenance/Repair	\$815,761	\$815,761	\$815,761	\$815,761	\$815,761	\$4,078,805				

Locations:	AGRITECH FARM, Allapattah Flats K-8 School, BAYSHORE ELEMENTARY, CHESTER A MOORE ELEMENTARY SCHOOL, DALE CASSENS EDUCATIONAL COMPLEX, DAN MCCARTY SCHOOL, DISTRICT ADMINISTRATIVE COMPLEX, FAIRLAWN ELEMENTARY, FLORESTA ELEMENTARY, FOREST GROVE MIDDLE, FORT PIERCE CENTRAL HIGH SCHOOL, FORT PIERCE CENTRAL SENIOR HIGH, FORT PIERCE MAGNET SCHOOL OF THE ARTS, FORT PIERCE WESTWOOD SENIOR HIGH, FRANCES K SWEET ELEMENTARY, GARDEN CITY EARLY LEARNING ACADEMY, LAKEWOOD PARK ELEMENTARY, LAWNWOOD ELEMENTARY, LINCOLN PARK ACADEMY, MANATEE ACADEMY K-8, MARIPOSA ELEMENTARY, MEANS COURT ADMINISTRATIVE CENTER, MORNINGSIDE ELEMENTARY, NORTH TRANSPORTATION COMPLEX, NORTHPORT K-8 SCHOOL, OAK HAMMOCK K-8 SCHOOL, PARKWAY ELEMENTARY, PERFORMANCE BASED PREPARATORY ACADEMY, PORT SAINT LUCIE ELEMENTARY, PORT SAINT LUCIE SENIOR HIGH, RIVERS EDGE ELEMENTARY, SAINT LUCIE ELEMENTARY, SAINT LUCIE WEST CENTENNIAL SENIOR HIGH, SAINT LUCIE WEST K-8 SCHOOL, SAMUEL S. GAINES ACADEMY, SAVANNA RIDGE ELEMENTARY, SOUTH TRANSPORTATION & MAINTENANCE COMPLEX, SOUTHERN OAKS MIDDLE, SOUTHPORT MIDDLE, SUNRISE ALTERNATIVE, TREASURE COAST HIGH SCHOOL, VILLAGE GREEN ENVIRONMENTAL STUDIES, WEATHERBEE ELEMENTARY, WEST GATE K-8 SCHOOL, WHITE CITY ELEMENTARY, WINDMILL POINT ELEMENTARY				
Sub Total:	\$5,861,765	\$5,105,198	\$4,758,393	\$4,488,453	\$24,702,262

PECO Maintenance Expenditures	\$729,612	\$729,612	\$729,612	\$729,612	\$3,648,060
1.50 Mill Sub	\$5,132,153	\$4,375,586	\$4,028,781	\$3,758,841	\$21,054,202

No items have been specified.

Total:	\$5,861,765	\$5,105,198	\$4,758,393	\$4,488,453	\$24,702,262
---------------	--------------------	--------------------	--------------------	--------------------	---------------------

Five Year Work Plan- Local 1.50 Mill Expenditure For Maintenance, Repair and Renovation
 2015 - 2016 ST LUCIE COUNTY SCHOOL DISTRICT

2/11/2016

Item	2015 - 2016 Actual Budget	2016 - 2017 Projected	2017 - 2018 Projected	2018 - 2019 Projected	2019 - 2020 Projected	Total
Remaining Maint and Repair from 1.5 Mills	\$5,132,153	\$4,375,586	\$4,028,781	\$3,758,841	\$3,758,841	\$21,054,202
Maintenance/Repair Salaries	\$4,830,379	\$4,830,379	\$4,830,379	\$4,830,379	\$4,830,379	\$24,151,895
School Bus Purchases	\$3,281,742	\$960,000	\$0	\$0	\$0	\$4,241,742
Other Vehicle Purchases	\$100,000	\$100,000	\$0	\$0	\$0	\$200,000
Capital Outlay Equipment	\$4,550,005	\$4,148,035	\$4,148,035	\$4,148,035	\$4,148,035	\$21,142,145
Rent/Lease Payments	\$0	\$0	\$0	\$0	\$0	\$0
COP Debt Service	\$14,950,680	\$14,950,680	\$14,950,680	\$14,950,680	\$14,950,680	\$74,753,400
Rent/Lease Relocatables	\$0	\$0	\$0	\$0	\$0	\$0
Environmental Problems	\$219,781	\$219,781	\$219,781	\$219,781	\$219,781	\$1,098,905
s.1011.14 Debt Service	\$2,534,787	\$2,534,787	\$0	\$0	\$0	\$5,069,574
Special Facilities Construction Account	\$0	\$0	\$0	\$0	\$0	\$0
Premiums for Property Casualty Insurance - 1011.71 (4a,b)	\$0	\$0	\$0	\$0	\$0	\$0
Qualified School Construction Bonds (QSCB)	\$0	\$0	\$0	\$0	\$0	\$0

Qualified Zone Academy Bonds (QZAB)	\$0	\$0	\$0	\$0	\$0	\$0	\$0
RAN Project Debt Service	\$2,604,505	\$2,604,505	\$0	\$0	\$0	\$0	\$5,209,010
	\$38,204,032	\$34,723,753	\$28,177,656	\$27,907,716	\$27,907,716	\$27,907,716	\$156,920,873

Five Year Work Plan- 1.50 Mill Revenue Source

2015 - 2016 ST LUCIE COUNTY SCHOOL DISTRICT

2/11/2016

Item	Fund	2015 - 2016 Actual Value	2016 - 2017 Projected	2017 - 2018 Projected	2018 - 2019 Projected	2019 - 2020 Projected	Total
(1) Non-exempt property assessed valuation		\$18,176,136,407	\$18,176,136,407	\$18,176,136,407	\$18,176,136,407	\$18,176,136,407	\$90,880,682,035
(2) The Millage projected for discretionary capital outlay per s.1011.71		1.50	0.00	0.00	0.00	0.00	
*** 2(a) Additional discretionary millage for critical fixed capital outlay needs per s. 1011.71(3)(a)		0.00	0.00	0.00	0.00	0.00	
(3) Full value of the 1.50-Mill discretionary capital outlay per s.1011.71		\$30,535,909	\$30,535,909	\$30,535,909	\$30,535,909	\$30,535,909	\$152,679,545
(4) Value of the portion of the 1.50-Mills ACTUALLY levied	370	\$26,173,636	\$0	\$0	\$0	\$0	\$26,173,636

(5) Difference of lines (3) and (4)	\$4,362,273	\$30,535,909	\$30,535,909	\$30,535,909	\$30,535,909	\$30,535,909	\$126,505,909
-------------------------------------	-------------	--------------	--------------	--------------	--------------	--------------	---------------

*** NOTE: Maximum additional levy is .25 mills. Enter ONLY if the additional millage is levied and is to be used for fixed capital outlay purposes. DO NOT enter the additional millage if it is levied for operations.

Five Year Work Plan- Additional Revenue Source
2015 - 2016 ST LUCIE COUNTY SCHOOL DISTRICT

2/11/2016

Item	2015 - 2016 Actual Value	2016 - 2017 Projected	2017 - 2018 Projected	2018 - 2019 Projected	2019 - 2020 Projected	Total
Proceeds from a s.1011.14/15 F.S. Loans	\$0	\$0	\$0	\$0	\$0	\$0
District Bonds - Voted local bond referendum proceeds per s.9, Art VII State Constitution	\$0	\$0	\$0	\$0	\$0	\$0
Proceeds from Special Act Bonds	\$0	\$0	\$0	\$0	\$0	\$0
Estimated Revenue from CO & DS Bond Sale	\$0	\$0	\$0	\$0	\$0	\$0
Proceeds from Voted Capital Improvements millage	\$0	\$0	\$0	\$0	\$0	\$0
Other Revenue for Other Capital Projects	\$0	\$8	\$0	\$0	\$0	\$8
Proceeds from 1/2 cent sales surtax authorized by school board	\$14,083,497	\$14,083,497	\$14,083,497	\$14,083,497	\$14,083,497	\$70,417,485
Proceeds from local governmental infrastructure sales surtax	\$0	\$0	\$0	\$0	\$0	\$0

General Capital Outlay Obligated Fund Balance Carried Forward From Total Fund Balance Carried Forward	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Special Facilities Construction Account	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
One Cent - 1/2 Cent Sales Surtax Debt Service From Total Fund Balance Carried Forward	(\$10,199,733)	(\$10,194,051)	(\$10,185,285)	(\$10,153,607)	(\$10,155,999)	(\$50,888,675)		
Capital Outlay Projects Funds Balance Carried Forward From Total Fund Balance Carried Forward	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Intrafund Transfer for ran	\$2,604,505	\$2,604,505	\$0	\$0	\$0	\$5,209,010		
	\$14,084,172	\$7,442,065	\$4,846,318	\$4,877,996	\$4,875,604	\$36,126,155		

Five Year Work Plan- Capacity Tracking
 2015 - 2016 ST LUCIE COUNTY SCHOOL DISTRICT

2/11/2016

Location	2015 - 2016 Fiscal Year 1 Satisfactory Stu	Actual 2015 - 2016 EISH Capacity	Actual 2014 - 2015 COFTE	# Class Rooms	Actual Average 2015 - 2016 Class Size	Actual 2015 2016 Utilization	New Stu Capacity
AGRITECH FARM	0	0	0.00	0	0	0.00%	0
Allapattah Flats K-8 School	1,932	1,738	942.77	89	11	54.00%	0
BAYSHORE ELEMENTARY	891	891	681.76	47	15	77.00%	0
CHESTER A MOORE ELEMENTARY SCHOOL	805	805	656.38	44	15	82.00%	0
DALE CASSENS EDUCATIONAL COMPLEX	500	500	250.76	26	10	50.00%	0
DAN MCCARTY SCHOOL	1,400	1,260	584.28	66	9	46.00%	0
FAIRLAWN ELEMENTARY	713	713	629.52	38	17	88.00%	0
FLORESTA ELEMENTARY	741	741	625.52	40	16	84.00%	0
FOREST GROVE MIDDLE	1,379	1,241	849.00	58	15	68.00%	0
FORT PIERCE CENTRAL HIGH SCHOOL	2,583	2,453	2,507.70	110	23	102.00%	0

FORT PIERCE CENTRAL SENIOR HIGH	50	0	0.00	2	0	0.00%	0
FORT PIERCE MAGNET SCHOOL OF THE ARTS	497	447	426.31	24	18	95.00%	0
FORT PIERCE WESTWOOD SENIOR HIGH	1,880	1,786	1,109.08	80	14	62.00%	0
FRANCES K SWEET ELEMENTARY	777	777	613.16	40	15	79.00%	0
GARDEN CITY EARLY LEARNING ACADEMY	727	0	0.00	41	0	0.00%	0
LAKWOOD PARK ELEMENTARY	961	961	659.73	50	13	69.00%	0
LAWNWOOD ELEMENTARY	825	825	715.66	46	16	87.00%	0
LINCOLN PARK ACADEMY	2,262	2,035	1,733.92	92	19	85.00%	0
MANATEE ACADEMY K 8	2,055	1,849	1,536.47	94	16	83.00%	0
MARIPOSA ELEMENTARY	1,002	1,002	724.20	54	13	72.00%	0
MORNINGSIDE ELEMENTARY	752	752	595.57	40	15	79.00%	0
NORTHPORT K-8 SCHOOL	1,835	1,651	1,195.35	83	14	72.00%	0
OAK HAMMOCK K-8 SCHOOL	1,875	1,687	1,511.73	87	17	90.00%	0
PARKWAY ELEMENTARY	775	775	534.68	41	13	69.00%	0

PERFORMANCE BASED PREPARATORY ACADEMY	305	228	121.60	13	9	53.00%	0
PORT SAINT LUCIE ELEMENTARY	328	0	0.00	16	0	0.00%	0
PORT SAINT LUCIE SENIOR HIGH	2,372	2,253	1,466.28	98	15	65.00%	0
RIVERS EDGE ELEMENTARY	890	890	676.36	48	14	76.00%	0
SAINT LUCIE ELEMENTARY	818	818	713.40	44	16	87.00%	0
SAINT LUCIE WEST CENTENNIAL SENIOR HIGH	2,838	2,696	2,325.30	112	21	86.00%	0
SAINT LUCIE WEST K- 8 SCHOOL	2,040	1,836	1,418.93	91	16	77.00%	0
SAMUEL S. GAINES ACADEMY	1,833	1,649	1,192.67	86	14	72.00%	0
SAVANNA RIDGE ELEMENTARY	739	739	511.98	39	13	69.00%	0
SOUTHERN OAKS MIDDLE	1,283	1,154	902.16	53	17	78.00%	0
SOUTHPORT MIDDLE	1,328	1,196	797.46	56	14	67.00%	0
SUNRISE ALTERNATIVE	448	0	0.00	23	0	0.00%	0
TREASURE COAST HIGH SCHOOL	2,511	2,385	2,405.84	105	23	101.00%	300
VILLAGE GREEN ENVIRONMENTAL STUDIES	545	545	506.24	30	17	93.00%	0
WEATHERBEE ELEMENTARY	739	739	634.54	39	16	86.00%	0
WEST GATE K-8 SCHOOL	1,881	1,692	1,219.52	88	14	72.00%	0

WHITE CITY ELEMENTARY	641	641	536.01	34	16	84.00%	0
WINDMILL POINT ELEMENTARY	1,272	1,272	789.11	65	12	62.00%	0
	50,028	45,621	35,300.95	2,332	15	77.38%	300

The COFTE Projected Total (33,936) for 2019 - 2020 must match the Official Forecasted COFTE Total (33,486) for 2019 - 2020 before this section Total does not match the Balanced Projected COFTE Total should be filled out.

PROJECTED COFTE 2019	
Elementary	9,940
Middle	13,243
High (9-12)	10,304
Total	33,486

New Rooms to be Added/Removed	Projected 2019-2020 COFTE	Projected 2019-2020 Utilization	Projected 2019-2020 Class Size
0	0	0.00%	0
0	1,221	70.00%	14
0	722	81.00%	15
0	622	77.00%	14
0	159	32.00%	6
0	805	64.00%	12
0	608	85.00%	16
0	497	67.00%	12
0	755	61.00%	13
0	2,400	98.00%	22

0	0	0.00%	0	0
0	263	59.00%	11	11
0	885	50.00%	11	11
0	577	74.00%	14	14
0	0	0.00%	0	0
0	695	72.00%	14	14
0	571	69.00%	12	12
0	1,892	93.00%	21	21
0	1,527	83.00%	16	16
0	711	71.00%	13	13
0	504	67.00%	13	13
0	983	60.00%	12	12
0	1,539	91.00%	18	18
0	474	61.00%	12	12

0	136	60.00%	10
0	0	0.00%	0
0	1,729	77.00%	18
0	624	70.00%	13
0	672	82.00%	15
0	2,064	77.00%	18
0	1,559	85.00%	17
0	1,205	73.00%	14
0	492	67.00%	13
0	946	82.00%	18
0	998	84.00%	18
0	0	0.00%	0
12	2,118	79.00%	18
0	545	100.00%	18
0	0	0.00%	0
0	1,487	88.00%	17

0	0	0.00%	0
0	951	75.00%	15
12	33,936	73.90%	14

on can be completed. In the event that the COFTE Projected

Grade Level Type	Balanced Projected COFTE (0)
Elementary (PK)	-200
Middle (4-8)	-200
High (9-12)	-49
	33,487

Five Year Work Plan- Other Project Schedules
2015 - 2016 ST LUCIE COUNTY SCHOOL DISTRICT

2/11/2016

Other - major renovations, remodel and additions (Section 2B).
 A schedule of other capital outlay projects. Other - major renovations, remodel and additions (Section 2B).
 A schedule of other capital outlay projects.

Project Description	Location	2015 - 2016 Actual Budget	2016 - 2017 Projected	2017 - 2018 Projected	2018 - 2019 Projected	2019 - 2020 Projected	Total	Funded
air handler (Gym, office, tech bid)	SOUTHPORT MIDDLE	\$0	\$0	\$3,700,000	\$0	\$0	\$3,700,000	No
Air Handler replacement	FOREST GROVE MIDDLE	\$0	\$3,700,000	\$0	\$0	\$0	\$3,700,000	No
New Ancillary Facility	Location not specified	\$0	\$5,000,000	\$0	\$0	\$0	\$5,000,000	No
Replace Roof	SOUTHERN OAKS MIDDLE	\$0	\$2,213,977	\$0	\$0	\$0	\$2,213,977	No
Buildings 1 & 2 Replace roof	LAWNWOOD ELEMENTARY	\$0	\$145,000	\$0	\$0	\$0	\$145,000	No
Replace roof blds 1, 2, 5, 6, 7, 8, 9, 10	GARDEN CITY EARLY LEARNING ACADEMY	\$0	\$937,000	\$0	\$0	\$0	\$937,000	No
Replace Roof	PERFORMANCE BASED PREPARATORY ACADEMY	\$0	\$0	\$326,000	\$0	\$0	\$326,000	No

Replace Roof	SOUTH TRANSPORTATION & MAINTENANCE COMPLEX	\$0	\$0	\$0	\$0	\$2,117,000	\$0	\$2,117,000	No
Replace Roof	DALE CASSENS EDUCATIONAL COMPLEX	\$0	\$0	\$900,000	\$0	\$0	\$0	\$900,000	No
Weatherproofing	LINCOLN PARK ACADEMY	\$0	\$0	\$1	\$0	\$0	\$0	\$1	No
Painting Admin, Oak Hammock, Savanna Ridge	Location not specified	\$209,500	\$0	\$0	\$0	\$0	\$0	\$209,500	No
Painting Delaware,, FGMS, Greentech, CAME, LWE, Manatee K-	Location not specified	\$497,933	\$0	\$0	\$0	\$0	\$0	\$497,933	No
Painting Delaware, FGMS, SLWCHS, SLWK-8, WBE	Location not specified	\$506,000	\$0	\$0	\$0	\$0	\$0	\$506,000	No
Replace Roof	NORTHPORT K-8 SCHOOL	\$0	\$0	\$0	\$0	\$2,917,000	\$0	\$2,917,000	No
New Chiller and TES	DISTRICT ADMINISTRATIVE COMPLEX	\$1,600,000	\$0	\$0	\$0	\$0	\$0	\$1,600,000	Yes
HVAC controls and Energy upgrades	Allapattah Flats K-8 School	\$370,000	\$0	\$0	\$0	\$0	\$0	\$370,000	Yes
		\$3,183,433	\$12,895,978	\$4,026,000	\$2,117,000	\$2,917,000	\$25,139,411		

Five Year Work Plan- Additional Project Schedules
2015 - 2016 ST LUCIE COUNTY SCHOOL DISTRICT

2/11/2016

Additional projects (not identified in the last approved Educational Facilities Survey).

Project Description	Location	Number of Classrooms	2015 - 2016 Actual Budget	2016 - 2017 Projected	2017 - 2018 Projected	2018 - 2019 Projected	2019 - 2020 Projected	Total	Funded
Project description not specified	Location not specified		\$0	\$0	\$0	\$0	\$0	\$0	No
			\$0	\$0	\$0	\$0	\$0	\$0	

Schedule indicating which projects, due to planned development, that CANNOT be funded from current revenues projected over the next five years (Section 18C).

No projects meet this criteria.

Five Year Work Plan- Charter Schools Tracking

2015 - 2016 ST LUCIE COUNTY SCHOOL DISTRICT

2/11/2016

Location-Type	# Relocatable units or permanent classrooms	Owner	Year Started or Scheduled	Student Stations	Students Enrolled	Years in Contract	Total Charter Students projected for 2019 -2020
Imagine Nau Charter	36	LEASE RENT	2008	743	687	10	743
Renaissance Charter School of St. Lucie	70	LEASE RENT	2009	1,290	1,220	10	1,290
Renaissance Tradition	75	LEASE RENT	2013	1,504	775	5	1,504
College Preparatory Academy	12	LEASE RENT	2012	300	225	5	300
	193			3,837	2,907		3,837

Five Year Work Plan- Relocatable Replacement

2015 - 2016 ST LUCIE COUNTY SCHOOL DISTRICT

2/11/2016

Location	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	Year 5 Total
AGRITECH FARM	0	0	0	0	0	0
Allapattah Flats K-8 School	0	0	0	0	0	0
BAYSHORE ELEMENTARY	0	0	0	0	0	0
CHESTER A MOORE ELEMENTARY SCHOOL	0	0	0	0	0	0
DALE CASSENS EDUCATIONAL COMPLEX	0	0	0	0	0	0
DAN MCCARTY SCHOOL	0	0	0	0	0	0
FAIRLAWN ELEMENTARY	0	0	0	0	0	0
FLORESTA ELEMENTARY	0	0	0	0	0	0
FOREST GROVE MIDDLE	0	0	0	0	0	0
FORT PIERCE CENTRAL HIGH SCHOOL	0	0	0	0	0	0
FORT PIERCE CENTRAL SENIOR HIGH	0	0	0	0	0	0
FORT PIERCE MAGNET SCHOOL OF THE ARTS	0	0	0	0	0	0
FORT PIERCE WESTWOOD SENIOR HIGH	0	0	0	0	0	0
FRANCES K SWEET ELEMENTARY	0	0	0	0	0	0
GARDEN CITY EARLY LEARNING ACADEMY	0	0	0	0	0	0
LAKWOOD PARK ELEMENTARY	0	0	0	0	0	0
LAWNWOOD ELEMENTARY	0	0	0	0	0	0
LINCOLN PARK ACADEMY	0	0	0	0	0	0
MANATEE ACADEMY K-8	0	0	0	0	0	0
MARIPOSA ELEMENTARY	0	0	0	0	0	0

Five Year Work Plan- Special Purpose Classrooms Tracking

2015 - 2016 ST LUCIE COUNTY SCHOOL DISTRICT

2/11/2016

List the number of classrooms and type at each school you do not intend to use or do not project will be needed for educational purposes (Section 3B).

School	School Type	# of Elementary	# of Middle 4-8	# of High 9-12	# of ESE Classrooms	# of Combo Classrooms	Total Co-Teaching
AGRITECH FARM	Educational	0	0	0	0	0	0
Allapattah Flats K-8 School	Educational	0	0	0	0	0	0
BAYSHORE ELEMENTARY	Educational	3	3	3	3	3	15
CHESTER A MOORE ELEMENTARY SCHOOL	Educational	0	0	0	0	0	0
DALE CASSENS EDUCATIONAL COMPLEX	Educational	0	0	0	0	0	0
DAN MCCARTY SCHOOL	Educational	0	0	0	0	0	0
FAIRLAWN ELEMENTARY	Educational	0	0	0	0	0	0
FLORESTA ELEMENTARY	Educational	0	0	0	0	0	0
FOREST GROVE MIDDLE	Educational	0	0	0	0	0	0
FORT PIERCE CENTRAL HIGH SCHOOL	Educational	0	0	0	0	0	0

WHITE CITY ELEMENTARY	Educational	0	0	0	0	0	0	0	0
WINDMILL POINT ELEMENTARY	Educational	3	3	3	3	3	3	3	15
		10	10	10	10	10	10	10	50

List the number of co-teaching classrooms and type at each school you intend to use for educational purposes in 2007-08. Not open plan or team teaching classrooms (Section 20)

School	School Type	# of Elementary K	# of Middle 1-8	# of High 9-12	# of ESE Classrooms	# of Combo Classrooms	Total Classrooms
AGRITTECH FARM	Co-Teaching	0	0	0	0	0	0
Allapattah Flats K-8 School	Co-Teaching	0	0	0	0	0	0
BAYSHORE ELEMENTARY	Co-Teaching	3	0	0	0	0	3
CHESTER A MOORE ELEMENTARY SCHOOL	Co-Teaching	0	0	0	0	0	0
DALE CASSENS EDUCATIONAL COMPLEX	Co-Teaching	0	0	0	0	0	0
DAN MCCARTY SCHOOL	Co-Teaching	0	0	0	0	0	0
FAIRLAWN ELEMENTARY	Co-Teaching	0	0	0	0	0	0
FLORESTA ELEMENTARY	Co-Teaching	0	0	0	0	0	0
FOREST GROVE MIDDLE	Co-Teaching	0	0	0	0	0	0
FORT PIERCE CENTRAL HIGH SCHOOL	Co-Teaching	0	0	0	0	0	0

PERFORMANCE BASED PREPARATORY ACADEMY	Co-Teaching	0	0	0	0	0	0	0	0	0	0
PORT SAINT LUCIE ELEMENTARY	Co-Teaching	0	0	0	0	0	0	0	0	0	0
PORT SAINT LUCIE SENIOR HIGH	Co-Teaching	0	0	0	0	0	0	0	0	0	0
RIVERS EDGE ELEMENTARY	Co-Teaching	0	0	0	0	0	0	0	0	0	0
SAINT LUCIE ELEMENTARY	Co-Teaching	0	0	0	0	0	0	0	0	0	0
SAINT LUCIE WEST CENTENNIAL SENIOR HIGH	Co-Teaching	0	0	0	0	0	0	0	0	0	0
SAINT LUCIE WEST K-8 SCHOOL	Co-Teaching	0	0	0	0	0	0	0	0	0	0
SAMUEL S. GAINES ACADEMY	Co-Teaching	0	0	0	0	0	0	0	0	0	0
SAVANNA RIDGE ELEMENTARY	Co-Teaching	0	0	0	0	0	0	0	0	0	0
SOUTHERN OAKS MIDDLE	Co-Teaching	0	0	0	0	0	0	0	0	0	0
SOUTHPORT MIDDLE	Co-Teaching	0	0	0	0	0	0	0	0	0	0
SUNRISE ALTERNATIVE	Co-Teaching	0	0	0	0	0	0	0	0	0	0
TREASURE COAST HIGH SCHOOL	Co-Teaching	0	0	0	0	0	0	0	0	0	0
VILLAGE GREEN ENVIRONMENTAL STUDIES	Co-Teaching	0	0	0	0	0	0	0	0	0	0
WEATHERBEE ELEMENTARY	Co-Teaching	0	0	0	0	0	0	0	0	0	0
WEST GATE K-8 SCHOOL	Co-Teaching	3	1	0	0	0	0	0	0	0	4

WHITE CITY ELEMENTARY	Co-Teaching	0	0	0	0	0	0	0	0	0
WINDMILL POINT ELEMENTARY	Co-Teaching	0	0	0	0	0	0	0	0	0
		10	2	0	0	0	0	0	0	12

Five Year Work Plan- Relocatable Student Stations

2015 - 2016 ST LUCIE COUNTY SCHOOL DISTRICT

2/11/2016

Site	2015 - 2016	2016 - 2017	2017 - 2018	2018 - 2019	2019 - 2020	5 Year Average
AGRITECH FARM	0	0	0	0	0	0
Allapattah Flats K-8 School	0	0	0	0	0	0
BAYSHORE ELEMENTARY	0	0	0	0	0	0
CHESTER A MOORE ELEMENTARY SCHOOL	0	0	0	0	0	0
DALE CASSENS EDUCATIONAL COMPLEX	97	119	119	119	119	115
DAN MCCARTY SCHOOL	0	0	0	0	0	0
FAIRLAWN ELEMENTARY	0	0	0	0	0	0
FLORESTA ELEMENTARY	166	166	166	166	166	166
FOREST GROVE MIDDLE	308	308	308	308	308	308
FORT PIERCE CENTRAL HIGH SCHOOL	0	0	0	0	0	0
FORT PIERCE CENTRAL SENIOR HIGH	50	50	50	50	50	50
FORT PIERCE MAGNET SCHOOL OF THE ARTS	0	0	0	0	0	0
FORT PIERCE WESTWOOD SENIOR HIGH	92	92	92	92	92	92
FRANCES K SWEET ELEMENTARY	0	0	0	0	0	0
GARDEN CITY EARLY LEARNING ACADEMY	0	0	0	0	0	0
LAKWOOD PARK ELEMENTARY	18	18	18	18	18	18
LAWNWOOD ELEMENTARY	18	18	18	18	18	18
LINCOLN PARK ACADEMY	0	0	0	0	0	0
MANATEE ACADEMY K-8	0	0	0	0	0	0
MARIPOSA ELEMENTARY	0	0	0	0	0	0

Total number of COFTE students projected by year.	34,909	34,550	34,134	33,759	33,486	34,168
Percent in relocatables by year.	6.%	6.%	6.%	6.%	6.%	6.%

CITY OF PORT ST. LUCIE GENERAL & ENTERPRISE LONG TERM DEBT

Governmental Activities Debt:

\$5,860,000 Certificate of Participation, Florida Master Lease Project, Series 2004 (Public Buildings Project) – obligations of the Port St. Lucie Governmental Finance Corporation which are payable from the limited and special obligation of the City to make rent payments on the multiple public buildings subject to annual appropriation, due in annual principal installments ranging from \$90,000 to \$395,000 plus interest semiannually at a rate ranging from 4.125% to 4.25% through September 2023. Due to the early call of certain bonds, no principal payment is due until September 2020. Proceeds used to finance the construction of a police building, animal shelter, and administration complex.

\$45,600,000 Refunding Certificates of Participation, Series 2008 – obligations of the Port St. Lucie Governmental Finance Corporation which are payable from the limited and special obligation of the City to make rent payments on the multiple public buildings subject to annual appropriation, due in annual principal installments ranging from \$1,845,000 to \$3,865,000 plus interest semiannually at a rate ranging from 4.0% to 6.25% through September 2027. Proceeds were used to refund the \$44,560,000 Certificates of Participation, Series 2007, which were issued for construction and improvements related to the medical research facility area of the City.

\$11,870,000 Redevelopment Trust Fund Revenue Bonds, Series 2004 – payable from and collateralized by a lien upon and pledge of the net tax increment revenues generated in the Community Redevelopment Area, due in annual principal installments ranging from \$605,000 to \$915,000 plus interest semiannually at a rate ranging from 3.5% to 5.0% through January 2023. Proceeds used to finance infrastructure improvements in the CRA.

\$46,450,000 Redevelopment Trust Fund Revenue Bonds, Series 2006 – payable from and collateralized by a lien upon and pledge of the net tax increment revenues generated in the Community Redevelopment Area, due in annual principal installments ranging from \$1,300,000 to \$6,285,000 plus interest semiannually at a rate ranging from 3.904% to 5.0% through January 2026. To finance property acquisition and construction related to the Civic Center located within the Community Redevelopment Area.

\$49,285,000 General Obligation Bonds, Series 2005 – due in annual principal installments ranging from \$745,000 to \$3,140,000 plus interest ranging from 4.0% to 5.0% through July 2035. Proceeds used to finance a portion of the construction of the Cross Town Parkway.

\$44,545,000 General Obligation Bonds, Series 2006 – due in annual principal installments ranging from \$735,000 to \$3,155,000 plus interest semiannually at a rate ranging from 4.25% to 5.0% through July 2035. To finance additional phase of Cross Town Parkway.

\$5,015,000 Sales Tax Refunding Bonds, Series 2008 – payable from and collateralized by a lien upon and a pledge of the state shared sales tax revenues, due in annual principal installments

ranging from \$730,000 to \$955,000 plus interest ranging from 3.5% to 4.0% through September 2017. Proceeds were used to refund the balance of the outstanding 1998 Sales Tax Refunding and Improvement Revenue Bonds.

\$13,915,000 Sales Tax Refunding Revenue Bonds, Series 2011 – payable from and collateralized by a lien upon and a pledge of the state shared Sales Tax Revenues, due in annual principal installments ranging from \$640,000 to \$2,070,000 plus interest ranging from 2.0% to 5.0% through September 2023. Proceeds used to refund a majority portion of the \$20,000,000 Sales Tax Improvement Revenue Bonds, Series 2003, which proceeds were used for roadway improvements.

\$74,740,000 General Obligation Bonds and Refunding Bonds, Series 2014 – due in annual principal installments ranging from \$505,000 to \$5,155,000 plus semiannual interest at a rate ranging from 1.5% to 5.0%. Proceeds used to provide \$36,000,000 of project funds for the Crosstown Parkway project and to advance refund \$29,505,000 of the General Obligation Bonds, Series 2005, and \$12,510,000 of the General Obligation Bonds, Series 2006.

\$33,300,000 Public Service Tax Revenue Bonds, Series 2014A & 2014B - payable from and collateralized by a lien upon and a pledge of the public service tax revenues, due in annual principal installments ranging from \$760,000 to \$2,170,000 plus interest semiannually at a rate ranging from 2.611% to 5.0%. Proceeds used to refund the \$39,900,000 Lease Revenue bonds, Series 2010A & 2010B.

Special Assessment Debt with Government Commitment:

\$7,880,000 Special Assessment District Bonds, Series 2002B – Tax Exempt; Series 2002B – Taxable (River Point Special Assessment District) – payable from assessments levied on subject properties within the assessment area, due in annual principal installments ranging from \$355,000 to \$595,000 plus interest ranging from 4.4% to 4.75% through January 2023. Due to the early call of certain bonds, no principal payments are due until January 2020. The City has a secondary obligation to budget sufficient Non-Ad Valorem Revenues to cover the annual debt service requirements if the amounts within the fund are not available to meet the coming debt service payment. Proceeds used for infrastructure improvements.

\$9,500,000 Special Assessment Bonds, Series 2003C (Glassman Special Assessment District) – payable from assessments levied on subject properties within the assessment area, due in annual principal installments ranging from \$480,000 to \$835,000 plus interest at a rate of 6.75% through July 2023. Due to the early call of certain bonds, no principal payments are due until July 2019. The City has a secondary obligation to budget sufficient Non-Ad Valorem Revenues to cover the annual debt service requirements if the amounts within the fund are not available to meet the coming debt service payment. Proceeds used for infrastructure improvements.

\$10,350,000 Special Assessment Bonds, Series 2003D (East Lake Village Special Assessment District) – payable from assessments levied on subject properties within the assessment area, due in annual principal installments ranging from \$200,000 to \$775,000 plus interest ranging from 4.25% to 4.625% through July 2023. Due to the early call of certain bonds, no principal payments are due until July 2016. The City has a secondary obligation to budget sufficient Non-Ad Valorem Revenues to cover the annual debt service requirements if the amounts within the fund are not available to meet the coming debt service payment.

\$18,725,000 Special Assessment District Bonds, Series 2005A – (St. Lucie Land Holdings Special

Assessment District) – payable from assessments levied on subject properties within the assessment area, due in annual principal installments ranging from \$700,000 to \$1,365,000 plus interest ranging from 3.75% to 4.625% through July 2027. Due to the early call of certain bonds, no principal payments are due until July 2017. Proceeds used to finance a portion of the cost of acquisition and improvements of roadway and drainage system additions, improvements and extensions and the potable water distribution and wastewater collection system within the SAD. The City has a secondary obligation to budget sufficient Non-Ad Valorem Revenues to cover the annual debt service requirements if the amounts within the fund are not available to meet the coming debt service payment.

\$4,765,000 Special Assessment District Bonds, Series 2005B – (Utility Service Area 9 – Water and Wastewater Expansion Project) – payable from assessments levied on subject properties within the service area, due in annual principal installments beginning in 2018, ranging from \$105,000 to \$345,000 plus interest ranging from 4.125% to 4.5% through July 2025. Due to the early call of certain bonds, no principal payments are due until July 2020. Proceeds used for water and wastewater system expansion within the SAD. The City has a secondary obligation to budget sufficient net income of the Utility System to cover the annual debt service requirements if the amounts within the fund are not available to meet the coming debt service payment.

\$6,635,000 Combined Special Assessment District Bonds, Series 2007A – (Peacock and Lowry Special Assessment District) – payable from assessments levied on subject properties within the assessment area, due in annual principal installments ranging from \$175,000 to \$525,000 plus interest semiannually at a rate of 5.35% through July 2027. Due to the early call of certain bonds, no principal payments are due until July 2023. Proceeds used for the construction of roadway and drainage system additions, improvements and extensions and the potable water distribution and wastewater collection system within the SAD.

\$155,840,000 Combined Special Assessment District Bonds, Series 2007B – (Southwest Annexation Special Assessment District) – payable from and secured by a lien upon Southwest pledged revenues, due in annual principal installments ranging from \$2,420,000 to \$9,735,000 plus interest semiannually ranging from 4.0% to 5.0% through July 2040. Due to the early call of certain bonds, no principal payments are due until July 2017. Proceeds used for the construction of roadway and drainage system additions, improvements and extensions and the potable water distribution and wastewater collection system within the SAD. The City has a secondary obligation to budget sufficient Non-Ad Valorem Revenues to cover the annual debt service requirements if the amounts within the fund are not available to meet the coming debt service payment.

\$31,360,000 Special Assessment Refunding Bonds, Series 2008A – (City Center Special Assessment District) – payable from and secured by a lien upon and pledge of the City's covenant to budget and appropriate non-ad valorem revenues sufficient to meet current debt service, due in annual principal installments ranging from \$660,000 to \$2,400,000 plus interest semiannually ranging from 4.0% to 6.5% through July 2035. Proceeds used to refund the \$25,185,000 Special Assessment District Bonds, Series 2006A, which had been issued for the construction of roadway and drainage system additions, improvements and extensions and the potable water distribution and wastewater collection system within the City Center SAD. The City has a secondary obligation to budget sufficient Non-Ad Valorem Revenues to cover the annual debt service requirements if the amounts within the fund are not available to meet the coming debt service payment.

\$20,665,000 Water and Sewer Special Assessment Refunding Bonds, Series 2011B (Utilities Service

Appendix C

Area 5, 6 & 7A) – payable from assessments levied on subject properties within the service area, due in annual principal installments ranging from \$1,230,000 to \$2,330,000 plus interest ranging from 1.5% to 3.25% through September 2021. Due to the early call of certain bonds, no principal payments are due until September 2016. The City has a secondary obligation to budget sufficient net revenues of the Utility System to cover the annual debt service requirements if the amounts within the fund are not available to meet the coming payment. Proceeds were used to refund the balance of the outstanding \$54,390,000 Special Assessment Bonds, Series 2001D (Utilities Services Area 5, 6 & 7A).

\$15,130,000 Special Assessment Refunding Bonds, Series 2012A – Tax Exempt (Tesoro Special Assessment District) – payable from assessments levied on subject properties within the assessment area, due in annual principal installments ranging from \$2,080,000 to \$2,260,000 plus interest of 2.250% through January 2019. The City has a secondary obligation to budget sufficient Non-Ad Valorem Revenues to cover the annual debt service requirements if the amounts within the fund are not available to meet the coming debt service payment. Proceeds were used to refund the balance of the outstanding \$31,245,000 Special Assessment Bonds, Series 2003B (Tesoro Special Assessment District).

Appendix C

Long-term debt service requirements for each of the years subsequent to September 30, 2015 are:

<u>September 30.</u>	<u>Total Principal</u>	<u>Total Interest</u>	<u>Total</u>
2016	\$ 10,665,000	\$ 21,253,540	\$ 31,918,540
2017	15,015,000	20,825,115	35,840,115
2018	17,075,000	20,242,022	37,317,022
2019	18,840,000	19,565,378	38,405,378
2020	21,670,000	18,761,728	40,431,728
2021	24,710,000	17,710,999	42,420,999
2022	23,635,000	16,516,517	40,151,517
2023	24,820,000	16,327,847	41,147,847
2024	22,285,000	14,048,560	36,333,560
2025	23,560,000	12,911,753	36,471,753
2026	24,390,000	11,722,819	36,112,819
2027	19,035,000	10,664,970	29,699,970
2028	14,155,000	9,685,700	23,840,700
2029	14,855,000	8,991,405	23,846,405
2030	15,620,000	8,245,468	23,865,468
2031	16,410,000	7,463,110	23,873,110
2032	17,230,000	6,652,115	23,882,115
2033	18,095,000	5,799,637	23,894,637
2034	19,025,000	4,889,412	23,914,412
2035	20,000,000	3,930,570	23,930,570
2036	9,540,000	2,918,098	12,458,098
2037	10,015,000	2,449,220	12,464,220
2038	10,520,000	1,956,887	12,476,887
2039	11,050,000	1,439,640	12,489,640
2040	11,600,000	896,219	12,496,219
2041	1,965,000	314,784	2,279,784
2042	2,065,000	215,016	2,280,016
2043	2,170,000	110,174	2,280,174
	<u>\$ 440,015,000</u>	<u>\$ 266,508,703</u>	<u>\$ 706,523,703</u>

Business-Type Activity Debt:

The Stormwater Utility Revenue Bonds are collateralized by a lien upon and a pledge of the stormwater revenues derived from the operation of the stormwater utility system, the franchise revenues derived from the electric franchise fees collected from Florida Power & Light Company, and income earned on bond related investment accounts.

\$36,000,000 Stormwater Utility Revenue Bonds, Taxable Series 2010 A & B – comprised of the Taxable Series 2010A (Build America Bonds – Direct Payment) for \$26,895,000 and the Taxable Series 2010B (Recovery Zone Economic Development Bonds) – due in annual principal and sinking fund installments of \$1,285,000 to \$3,630,000, plus interest of 7.376% on Series A subject to a 35% subsidy and 6.516% and 7.176% on Series B subject to a 45% subsidy. Principal payments begin May 2024.

\$11,325,000 Stormwater Utility Refunding Revenue Bonds, Series 2011 – due in annual principal installments of \$320,000 to \$1,325,000, plus interest ranging from 2% - 5% through May 2023. The proceeds of this issue were used to advance refund \$11,610,000 of the outstanding balance of the Series 2002 Stormwater Bonds, which were issued to provide funds for the payment of a lawsuit relating to the City's stormwater collection and drainage system.

The Utility System Revenue Bonds are payable solely from and secured by a lien upon and pledge of the net revenues derived from the operation of the water and sewer system and the Capital Facilities Charges (limited to the debt service component) of the Utility System.

\$52,654,418 Utility System Revenue Bonds, Series 2001 - due in annual principal installments of \$970,704 to \$1,248,458 plus interest semiannually ranging from 4.94% to 5.32% through September 2016; all remaining bonds are of the capital appreciation series.

\$51,645,000 Utility System Refunding Revenue Bonds, Series 2004A - due in annual principal installments of \$495,000 to \$12,155,000 plus interest semiannually ranging from 4.375% to 5.00% through September 2031. Principal payments begin September, 2017.

\$78,435,000 Utility System Revenue Bonds, Series 2006 – due in annual principal installments of \$1,685,000 to \$27,385,000 plus interest semiannually of ranging from 4.5% to 5.063% through September 2036.

\$35,197,230 Utility System Refunding Revenue Bonds, Series 2006A – due in annual principal installments of \$715,000 to \$5,186,344 plus interest semiannually of ranging from 4.0% to 5.0% through September 2033. Principal payments begin September 2017.

\$119,445,000 Utility System Refunding Revenue Bonds, Series 2007 – due in annual principal installments of \$670,000 to \$10,675,000 plus interest semiannually ranging from 4.0% to 5.25% through September 2027.

\$110,200,000 Utility System Refunding Revenue Bonds, Series 2009 – due in annual principal installments beginning in 2013, ranging from \$1,645,000 to \$16,570,000 plus interest semiannually ranging from 4.125% to 5.25% through September 2035.

Appendix C

\$21,375,000 Utility System Refunding Revenue Bonds, Series 2012 – due in annual principal installments beginning in 2016, ranging from \$770,000 to \$3,300,000 plus interest semiannually ranging from 3.75% to 5.00% through September 2029.

\$29,585,000 Utility System Refunding Revenue Bonds, Series 2014 – due in annual principal installments beginning in 2020, ranging from \$1,265,000 to \$5,155,000 plus interest semiannually of 5.00% through September 2023. The Series 2014 Bonds were issued in November 2014 to refudn \$7,190,000 of Series 2003 Bonds, \$12,260,000 of Series 2004 Bonds and \$16,460,000 of Series 2006 Bonds. The refunding resulted in a future cash flow savings of \$2,995,934 and a net present value savings of \$1,952,327. The economic loss of \$1,417,520 will be amortized over 20 years.

Long-term debt service requirements for each of the years subsequent to September 30, 2015 are:

<u>September 30,</u>	<u>Total Principal</u>	<u>Total Interest</u>	<u>Total</u>
2016	\$ 11,830,704	\$ 23,555,389	\$ 35,386,093
2017	14,650,000	21,840,293	36,490,293
2018	15,345,000	21,126,212	36,471,212
2019	16,070,000	20,374,093	36,444,093
2020	16,685,000	19,566,299	36,251,299
2021	17,495,000	18,716,899	36,211,899
2022	18,345,000	17,854,124	36,199,124
2023	19,210,000	16,959,374	36,169,374
2024	20,090,000	16,011,918	36,101,918
2025	21,085,000	14,983,200	36,068,200
2026	22,120,000	13,902,918	36,022,918
2027	25,025,000	12,759,298	37,784,298
2028	24,550,000	11,447,632	35,997,632
2029	25,670,000	10,183,902	35,853,902
2030	26,870,000	8,902,919	35,772,919
2031	28,255,000	7,511,537	35,766,537
2032	18,551,344	17,725,866	36,277,210
2033	13,905,886	17,240,603	31,146,489
2034	23,150,000	4,802,734	27,952,734
2035	22,700,000	3,563,371	26,263,371
2036	30,315,000	2,351,506	32,666,506
2037	3,145,000	749,033	3,894,033
2038	3,380,000	517,058	3,897,058
2039	3,630,000	267,749	3,897,749
	<u>\$ 442,072,934</u>	<u>\$ 302,913,927</u>	<u>\$ 744,986,861</u>

Appendix C

Refunded Debt

Refunding provides for an irrevocable deposit with an escrow agent of sufficient funds to pay principal and interest, when due, on the refunded bonds to the earliest call date. These obligations are no longer considered a liability of the City. The City has the following refunded debt issues.

Issue	Series	Date Refunded	Outstanding as of	
			Refund Date	9/30/2015
City Center Special Assessment District Bonds	2006A	12/3/2008	\$ 24,330,000	\$ 17,405,000
General Obligation Bonds	2006	4/3/2014	\$ 12,510,000	\$ 12,510,000
Utility System Revenue Bonds	2006	11/13/2014	\$ 16,460,000	\$ 14,540,000

In November 2014, the City issued the Utility System Refunding Revenue Bonds, Series 2014 to (i) refund on a current basis the Series 2003 Term Bonds maturing on September 1, 2031, in the amount of \$7,190,000 and (ii) refund on a current basis the Series 2004 Bonds maturing on September 1, 2015 and the Term Bonds maturing on September 1, 2029 and September 1, 2034, in the amount of \$12,260,000 and (iii) refund on an advance basis the Series 2006 Bonds maturing on September 1, 2015, September 1, 2016: September 1, 2020 through and including September 1, 2023, and the Term Bonds maturing on September 1, 2026 in the total amount of \$16,460,000. The transaction resulted in an accounting loss of \$1,417,520. The refunding resulted in a future cash flow savings of \$2,995,934 and a net present value savings of \$1,952,327. The City advance refunded the issue to reduce its annual debt service requirements.

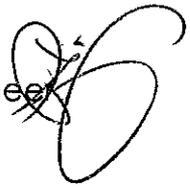


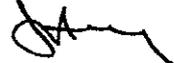
CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 10F
Meeting Date: 3/28/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager 
Patricia Roebling, PE, Assistant City Manager – City Engineer 

FROM: Jesus Merejo, Utility Systems Director 

Agenda Item: Ordinance: Amending City Code of Ordinances Section
61.07 – Customer Deposits **16-03**

Submittal Date: 3/18/2016

STRATEGIC PLAN LINK: Principal A – Exceptional Municipal Services: 2. Incorporating "best practices" into the services and service delivery in Port St. Lucie and Principal B – Responsive to Community: Residents and Businesses: 3. Adjusting City services and service delivery mechanism when needed.

BACKGROUND: Section 61.07 of the City's Code of Ordinances governs utility customer deposits. Subsection (a)(3) currently states deposits may only be transferred to a surviving spouse; however, such language does not reflect situations in today's society where unmarried and unrelated persons might jointly own a property receiving City water/sewer services and the related utility account has a deposit on file.

ANALYSIS: The attached ordinance was drafted to amend Section 61.07 (a)(3) so that a deposit may be transferred to a designee other than a surviving spouse. Use of the term, "designee" can be applicable to divorce and other situations contingent upon the Utility Systems Director's approval.

FINANCIAL INFORMATION: The Utility Systems Dept. anticipates no financial impact as a result of this amendment. The amendment does not increase deposit fees.

LEGAL INFORMATION: This ordinance was reviewed and approved as to sufficiency and form by Assistant City Attorney, Stefanie Beskovoyne.

STAFF RECOMMENDATION: It is respectfully requested that the City Council adopt Ordinance 16-03.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 3/28/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: Ordinance 16-03

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

RECEIVED

MAR 21 2016

CITY MANAGER'S OFFICE

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

THE CITY OF PORT ST. LUCIE HEREBY ORDAINS:

Section 1. That Section 61.07 of Port St. Lucie City Code is hereby amended to read as follows:

Sec. 61.07. - Customer deposits.

(a) Establishment of credit.

(1) Before rendering water or wastewater service, the city shall require an applicant for service to satisfactorily establish credit, but such establishment of credit shall not relieve the customer from complying with the city's rules for prompt payment. Credit will be deemed so established if:

- a. The applicant pays a deposit in the form of cash, money order, cashier's check, credit card, or other form acceptable to the city; or
- b. The applicant for service furnishes an irrevocable letter of credit from a bank or a surety bond, in form and content and otherwise acceptable to the city.

(2) Any deposit received by the city shall be held in a non-interest bearing account. Deposits will not be refunded until the customer has timely paid (without any late charges) all charges for water or wastewater services for a period of 36 consecutive months. Any deposit to be refunded will be applied to the next bill issued and shall be a credit against any charges due.

(3) A deposit may not be transferred ~~from one person to another~~ except when a request is made to transfer the deposit to a surviving spouse's name, or other designee. Transfers to a designee other than a surviving spouse must be approved by the Utility Systems Director.

(b) Amount of deposit. The amount of initial deposit shall be the following according to customer class and meter size:

ORDINANCE 16 – 03

Customer class	Customer deposits	
	Water	Wastewater
Residential single family:	\$ 50.00	\$ 90.00
Residential multi-family Per unit (when master metered)	10.00	40.00
Nonresidential:		
5/8 × 3/4"	50.00	125.00
1"	95.00	275.00
1½"	150.00	925.00
2"	425.00	1,175.00
3"	500.00	1,400.00
4" and above	Two months estimated bill	

(c) Additional water and/or wastewater deposit. The city may require a new deposit (where previously waived, returned, or forfeited) based on meter sizes as outlined in subsection 61.07 (b), and/or an additional deposit in the amount of \$150.00 in order to secure payment of utility bills as the result of the following:

- (1) If more than two (2) checks are returned as uncollectable within a 12-month period;
- (2) If the customer's service has been shut off for non-payment of service charges more than three (3) times in any 12-month period;
- (3) If the customer has received stolen water and/or wastewater services as the result of tampering or an illegal connection;
- (4) If, in the discretion of the city, there is a documented pattern or risk that would cause the city to reasonably believe there is a likelihood of potential non-payment.

Additional deposits shall be made in the form of cash, money order, cashier's check, credit card, or other form acceptable to the city. Additional deposits maybe eligible for refund pursuant to subsection 61.07 (a)(2).

The city shall provide the customer with reasonable written notice of any additional deposit requirement not less than 30 days before it is due where such request or notice is separate and apart from any bill for service.

ORDINANCE 16 – 03

Section 2. This ordinance shall become effective upon adoption.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie,
Florida, this _____ day of _____, 2016.

CITY COUNCIL
CITY OF PORT ST. LUCIE

ATTEST:

By: _____
Gregory J. Oravec, Mayor

Karen A. Phillips, City Clerk

APPROVED AS TO FORM:

Azlina Goldstein-Siegel, Interim City Attorney



CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 10G
Meeting Date: 3/28/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager *JB*
Patricia Roebling, PE, Assistant City Manager – City Engineer *[Signature]*

FROM: Jesus Merejo, Utility Systems Director *[Signature]*

Agenda Item: Ordinance: Amending City Code of Ordinances Section
63.25 – Miscellaneous Policies *16.04*

Submittal Date: 3/18/2016

STRATEGIC PLAN LINK: Principal A – Exceptional Municipal Services: Incorporating "best practices" into the services and service delivery in Port St. Lucie.

BACKGROUND: Section 63.25 of the City's Code of Ordinances governs miscellaneous policies related to water/sewer availability, when connections are required, residential 10-year interest free payment of connection charges via a Capital Charge Agreement (CCA), 10-year interest free payment of capital charges, and the 1-year interest free payment of capital charges for multi-family residential, commercial, or industrial facilities.

ANALYSIS: The attached ordinance was drafted to correct numbering and paragraph labeling throughout the section. It also clarifies the fact that a CCA and other interest free financing mechanisms are not available to new construction. They are only available when an existing structure served by a private well converts to City water service or existing structure served by a private septic converts to City sewer service. A minor change is included to clarify the transfer of a CCA by probate to a designee other than a surviving spouse.

FINANCIAL INFORMATION: This amendment does not cause an increase to fees or charges.

LEGAL INFORMATION: This ordinance was reviewed and approved as to sufficiency and form by Assistant City Attorney, Stefanie Beskovoyne.

STAFF RECOMMENDATION: It is respectfully requested that the City Council adopt Ordinance 16-04.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 3/28/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: Ordinance 16-04

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

ORDINANCE 16 – 04

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

THE CITY OF PORT ST. LUCIE HEREBY ORDAINS:

Section 1. That Section 63.25 of Port St. Lucie City Code is hereby amended to read as follows:

Sec. 63.25. - Miscellaneous policies.

(a) General utility systems policies.

1. Availability: "Available," for the purposes of this Chapter as applied to the City's water and wastewater systems, means that the City's system is capable of being connected to the plumbing of an establishment or residence, is not under a Department of Environmental Protection moratorium, and has adequate permitted capacity to provide the potable water and/or wastewater demand by the residence or establishment; and:

- a. For a residential subdivision lot, or a single-family residence, a potable water main or wastewater main exists in a public easement or right-of-way that abuts the property line of the lot, residence, or establishment; or
- b. For an establishment or multi-family residential project, a potable water main or wastewater main exists in a public easement or right-of-way that abuts the property of the establishment or is within 50 feet of the property line of the establishment as accessed via existing easements or rights-of-way; or
- c. For proposed residential subdivisions with more than 30 lots, or proposed commercial subdivisions with more than 7500 gallons per

ORDINANCE 16 – 04

day of potable water demand, and for areas zoned or used for an industrial or manufacturing purpose or its equivalent, a potable water main or wastewater main exists within 1,320 feet of the development as measured and accessed via existing easements or rights-of-way; or

- d. For repairs or modifications within areas zoned or used for an industrial or manufacturing purpose or its equivalent, a potable water main or wastewater main exists within 500 feet of an establishment's or residence's property boundary as measured and accessed via existing easements or rights-of-way.

2. Connections to the Utility system.

- a. New construction: All new construction of any type must connect to the water and/or wastewater services of the City if the property on which such new construction takes place is adjacent to a public right-of-way or easement in which a water main or sanitary sewer is located.
- b. Required connections: If a water main is adjacent or available to a property, and a residential building, commercial or industrial building, or other structure located on that property is connected to a private well system, then that residential building, commercial or industrial building, or other structure will be required to be connected to the City's water system when the private well system fails, becomes contaminated or experiences a dry well condition or a permit is requested from the St. Lucie County Health Department or other appropriate authority for a replacement well. If a sanitary sewer is adjacent or available to a property, and a residential building, commercial or industrial building, or other structure located on that property is connected to a septic tank system, then that residential building, commercial or industrial building, or other structure will be required to be connected to the City's wastewater system when the septic tank fails or a permit is requested from the

ORDINANCE 16 – 04

St. Lucie County Health Department or other appropriate authority for a septic tank or drainfield replacement. Notwithstanding any provision of this chapter to the contrary, the existence of a health or safety hazard, which may be eliminated by connection to City's water and/or wastewater systems is hereby declared to be a public nuisance. The owner of any building or structure impacted thereby shall be required to immediately abate the said public nuisance and to connect to the City's water and/or wastewater system.

c. Irrigation Wells: Any property which is currently utilizing a well for irrigation purposes shall be able to continue to utilize such well notwithstanding existing or future connection to the City's water system. No cross connection between potable and nonpotable systems will be allowed.

d. Must maintain connections to City's system: Once a property has connected to the City's water and/or wastewater system, the property shall not be permitted to disconnect from the City's systems to return to a well for potable water or a septic system for wastewater disposal. However, as noted in Section 63.25 (a) (2) (c) ~~(4)~~, a well may be used for irrigation purposes.

(b) Policies applicable to special assessment districts.

(1) Connection of single-family residential structures to the City's main service facilities. In the event a single-family residential structure located within a special assessment district or utility service area is required to connect to the City's water and/or wastewater systems as required in subsection (a) (2) (b) ~~(3) or (5)~~ of this section, the owner of such structure shall have the opportunity to elect to repay the cost thereof by use of a capital charge agreement (CCA).

A capital charge agreement (CCA) is defined as an agreement between the City of Port St. Lucie and the property owner(s) of record. The agreement allows repayment to the City of Port St.

ORDINANCE 16 – 04

Lucie, for the cost of connecting water and/or wastewater (sewer) to the City's main service facility, over a period of ten years (120 months), in monthly installments, without the accrual of interest on the principal amount. The CCA will be recorded in the Public Records of St. Lucie County and become a lien upon the subject property until satisfied in full. The CCA is available for connecting service to a subject property one time only and is not available for new construction.

Payments will be assessed to the service customer monthly, until the principal amount is paid in full. Failure to pay when due may result in the acceleration of the total amount due, interruption of service, and such other remedies as may apply. If the service customer is not the property owner of record, such payments shall be negotiated between those parties; the City will not participate in such negotiations.

(2) Transfer of interest in real property. After January 1, 2001, any transfer of interest in a property upon which a CCA has been recorded in the public records as a lien, will be affected in the following manner:

- a. Sale of home. City will allow the continuation of the existing CCA under its original agreed upon terms and conditions, subject to the following requirements:
 1. Completion of an application and payment of an administration fee in the amount of \$200.00;
 2. All utility accounts charged to the subject property must be current;
 3. Review and approval by the City's Legal Department of an assumption agreement which must be properly executed by all transferees in interest;

ORDINANCE 16 – 04

4. If applicable, review and approval by the City's Legal Department of subordination documents;
 5. The City shall never subordinate to an inferior position greater than second; and
 6. All approved agreements made with the City, hereunder, must be recorded simultaneously with all other closing documents. An additional administrative fee of \$75.00 will be charged for any subordination or assumption agreement submitted for review after having been denied by the legal department for just cause.
- b. Refinance. On the condition that all utility accounts are current, the City will allow the continuation of the CCA under its original agreed upon terms and conditions. The City will subordinate its interest in the property, after review of subordination documents by the City's Legal Department and payment of an administrative fee to be established by the City Manager, or designee. The City shall never be subordinate to an inferior position greater than second. Such document shall be recorded simultaneously with all other closing documents.
- c. Divorce. On the condition that all utility accounts are current, the City will allow the continuation of the CCA, under its original agreed upon terms and conditions, to the spouse who retains ownership of the residence. That spouse may be required to execute an assumption agreement which shall be reviewed by the City's Legal Department. Payment of an administrative fee to be established by the City Manager, or designee. A CCA shall never be subordinate to an inferior position greater than second, otherwise the balance due must be paid in full.
- d. Transfer by probate.
1. To surviving spouse. On the condition that all utility accounts are current, the City will allow the continuation of the CCA to

ORDINANCE 16 – 04

the surviving spouse, under its original agreed upon terms and conditions. The surviving spouse may be required to execute an assumption agreement which shall be reviewed by the City's Legal Department. Payment of an administrative fee to be established by the City Manager, or designee. A CCA shall never be subordinate to an inferior position greater than second, otherwise the balance due must be paid in full.

2. To other than surviving spouse. The unpaid balance of the CCA ~~will~~ may be due and payable to the City of Port St. Lucie at the time of transfer.
 - e. Foreclosure transfer. (Any transfer of interest in property after a certificate of title has passed to a financial institution or guarantor and the utility connection fee has not been completely satisfied.) The purchaser of such a property may either (1) make payment in full to the City for the balance of all outstanding utility delinquencies, including the unpaid CCA; or (2) utilize Section 63.25(b)(2) herein, as if the property owner was connecting for the first time.
 - f. Bankruptcy. Upon notice of the filing of a Chapter 7 Bankruptcy, the City will immediately cease any affirmative collection of delinquent payments on the CCA, in advance of the date of filing. As a condition of continued service, an additional deposit shall be required and a restatement of debt in the amount of the balance due shall be recorded in the public records.
 - g. Government guaranteed financing. (VA/FHA) If utility connection is a condition of the lender, the purchaser may utilize Section 63.25 (b)(2) herein, and a CCA shall be processed as an element of the closing.
- (3) Delinquencies. In the event of a delinquency on any utility usage or base account having a CCA, the following shall take place:

ORDINANCE 16 – 04

- a. Delinquent payments on CCA. The City will allow continuation of a CCA, on the condition that all payments are brought current before an interruption of service. In the event of an interruption of service, the unpaid balance of the CCA will be due and payable, in full, before service is restored.
 - b. Unpaid usage or monthly base facility charges. In the event of an interruption of service or a 90-day arrearage in the monthly base facility charge for water or wastewater service, the unpaid balance of a CCA and all delinquent usage and base charges are due and payable, in full, before service is restored.
- (4) Hardship transfer subject to 63.25(b)(3)a. Upon demonstration of a financial hardship by the owner of a property upon which a CCA is recorded and on condition that all utility service accounts are current, the City Manager, or designee, may approve a modification of the terms of the existing agreement (CCA) or conditions precedent to the assumption or subordination of a CCA under this section. After review of the request, the City Manager, or designee may, within 14 days of the request, consent to such other condition(s) as may be appropriate. A CCA shall never be subordinated to an inferior position greater than second. An appeal of a denial of a hardship request may be heard by the City Council not later than 30 days, thereafter.
- (5) Connection of multi-family residential, commercial, industrial buildings, or buildings owned by non-profit organizations to the City's main service facilities.
- (a) Multi-family residential, commercial, or industrial buildings: In the event an existing non single-family residential, commercial or industrial building/structure is required to connect to the City's water and/or wastewater systems as required in subsection (2) (b) ~~(a) (1) or (3)~~ of this section, or one is proposed to be constructed, the owner of such building or structure shall have the opportunity to elect to pay the cost of related capital charges over a period of one

ORDINANCE 16 – 04

year, in twelve monthly installments, without the accrual of interest on the principal amount until all charges have been paid in full. A property owner's election to make such installment payments shall be memorialized by the execution of a utility service agreement addressing related terms and conditions. The City will record such agreements in the Public Records of St. Lucie County.

(b) Nonprofit organizations: In the event a nonprofit organization that has been qualified as a charitable organization for Federal Income Tax purposes owns a building/structure that is required to connect to the City's water and/or wastewater systems, or proposes to construct one, the organization as owner of such building or structure shall have the opportunity to elect to pay the cost of related capital charges over a period of up to ten years, in as many as 120 monthly installments, without the accrual of interest on the principal amount until all charges have been paid in full. A property owner's election to make such payments shall be memorialized by execution of a utility service agreement addressing said terms and conditions. The City will record such agreements in the Public Records of St. Lucie County.

(i) Payments: Upon an affected multi-family, commercial, industrial, or nonprofit property's connection to the City's water and/or wastewater systems, installment payments addressed in the related utility service agreement will be assessed to the service ~~customers~~ Customer's monthly usage bill, until the principal amount is paid in full. Failure to pay when due may result in the acceleration of the total amount due, interruption of service, and such other remedies as may apply.

(ii) Delinquencies. In the event of a delinquency or unpaid utility usage or monthly base facility charges on an account having entered into an agreement governing capital charge installment

ORDINANCE 16 – 04

payments to the extent that service is interrupted, the following shall take place:

- (a) Delinquent payments. The city will allow continuation of installment payments on the condition that all past due installment payments are brought current before service is restored.
- (iii) Hardship. Upon demonstration of a financial hardship by the owner of a property upon which a utility service agreement governing the payment of capital charges via installment payments is recorded and on condition that all utility service accounts are current, the Utility Systems Director, or his/her designee, may approve a modification of the terms of the existing agreement.

Section 2. This ordinance shall become effective upon adoption.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this _____ day of _____, 2016.

CITY COUNCIL
CITY OF PORT ST. LUCIE

ATTEST:

By: _____
Gregory J. Oravec, Mayor

Karen A. Phillips, City Clerk

APPROVED AS TO FORM:

Azlina Goldstein-Siegel, Interim City Attorney



CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 11A

Meeting Date: 3/28/2016

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager

THRU: Daniel Holbrook, Assistant City Manager – Community Development Director *DH*

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

Agenda Item: Resolution: Southern Grove Plat No. 16 (P16-016)

Submittal Date: 3/18/2016 *16-R22*

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

BACKGROUND: Lot 2 of Southern Grove Plat No. 10 is being divided into two (2) separate properties - Tract A and Tract B. This plat will also be creating an Ingress/Egress Easement (IEE) to benefit both Tract A and Tract B. The applicant intends to construct a medical office building on one tract.

ANALYSIS: See attached staff report.

FINANCIAL INFORMATION: NA

LEGAL INFORMATION: The subdivision plat has been reviewed as to form and sufficiency by Attorney Ella Gilbert on March 17, 2016.

STAFF RECOMMENDATION: The Site Plan Review Committee recommended approval of the plat on February 24, 2016.

PRESENTATION INFORMATION: Staff may provide a short presentation.

REQUESTED MEETING DATE: 3/28/2016

LOCATION OF PROJECT: The property is generally located west of Interstate 95, along the east side of Village Parkway, north of Discovery Way in Tradition. See attached maps.

ATTACHMENTS: Resolution, application, and plat.

RECEIVED

MAR 18 2016

CITY MANAGER'S OFFICE

RESOLUTION NO. 16-R22

A RESOLUTION APPROVING AND ACCEPTING THE PRELIMINARY AND FINAL PLAT FOR SOUTHERN GROVE PLAT NO. 16 (P16-016) WITHIN THE CITY OF PORT ST. LUCIE, FLORIDA ON THE REQUEST OF FLORIDA VISION REALTY TRADITION, LLC; AUTHORIZING THE MAYOR AND CITY CLERK TO COUNTERSIGN SAID PLAT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port St. Lucie, Florida has been requested by the owner, Florida Vision Realty Tradition, LLC, to approve and accept the preliminary and final plat titled Southern Grove Plat No. 16, within the City of Port St. Lucie, Florida; and

WHEREAS, there are no public or private improvements, i.e., roads, drainage, and utility facilities, to be constructed within the platted area; and

WHEREAS, the plat conforms to Section 156, Port St. Lucie City Code, and meets all state requirements for such plats; and

WHEREAS, the Site Plan Review Committee, on February 24, 2016, recommended approval of the preliminary and final plat (P16-016); and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Port St. Lucie as follows:

Section 1. That the City Council hereby approves the preliminary and final plat titled Southern Grove Plat No. 16 (P16-016), within the City of Port St. Lucie, Florida, said plat being offered by Florida Vision Realty Tradition, LLC, as the owner and title holder of said property and as prepared by Thomas P. Kiernan, Professional Surveyor and Mapper of Culpepper & Terpening, Inc. as designated on the attached said Plat.

RESOLUTION NO. 16-R22

Section 2. That the Mayor and City Clerk of the City of Port St. Lucie, Florida, are hereby authorized to countersign the said preliminary and final plat so it may be properly recorded in the public records of St. Lucie County, Florida.

Section 3. This Resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this 28th day of March, 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



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

TO: CITY COUNCIL - MEETING OF MARCH 28, 2016

FROM: THRESIAMMA KURUVILLA, PLANNER *JK*

RE: SOUTHERN GROVE PLAT 16
PRELIMINARY AND FINAL SUBDIVISION PLAT APPLICATION
PROJECT NO. P16-016

DATE: MARCH 11, 2016

PROPOSED PROJECT: With this subdivision application, Lot 2 of Southern Grove Plat No. 10 is being subdivided into two Tracts (A and B). This plat will also be creating an Ingress/Egress Easement (IEE) to benefit both Tract A and Tract B.

APPLICANT: Michael Sanchez of Managed Land Entitlements, LLC. The authorization letter is attached to the staff report.

OWNER: Florida Vision Realty Tradition, LLC. Proof of ownership is in the file.

LOCATION: The property is generally located west of Interstate 95, along the east side of Village Parkway, north of Discovery Way in Tradition.

LEGAL DESCRIPTION: Southern Grove Plat No. 16

SIZE: 11.31 acres

EXISTING ZONING: MPUD (Tradition-Southern Grove Plat Phase 1 Master Planned Unit Development)

EXISTING USE: Vacant land.

SURROUNDING USES: North = MPUD (Master Planned Unit Development) Torrey Pines Research Facility; East = Vaccine and Gene Therapy Institute; South = MPUD (Master Planned Unit Development) vacant land; West = Village Parkway and beyond that MPUD (Master Planned Unit Development) vacant land.

PROPOSED PROJECT: Lot 2 of Southern Grove Plat No. 10 is being divided into two (2) separate properties - Tract A and Tract B. The applicant intends to construct a medical office building on one tract.

IMPACTS AND FINDINGS:

The project has been reviewed for compliance with Chapter 160.01, City Code, regarding provision of adequate public facilities and documented as follows:

Sewer/Water Service: Sewer/water will be provided by the City of Port St. Lucie Utilities. A developer's agreement with the City Utilities Department is required prior to issuance of building permits.

Transportation: Per the Southern Grove DRI development order, trip generation analyses are required to be submitted with the site plans. Transportation conditions to maintain adequate roadway levels of service are contained in the development order.

Parks/Open Space: Not applicable

Storm Water: A paving and drainage plan that is in compliance with the adopted level of service standard is required prior to issuance of a building permit.

Solid Waste: Solid waste impacts are to be measured and planned based on population projections on an annual basis.

Fire District: The access location (external and internal) has been approved by the Fire District for safety purposes.

Environmental: The Southern Grove DRI development order does not require any native upland habitat preservation on this property.

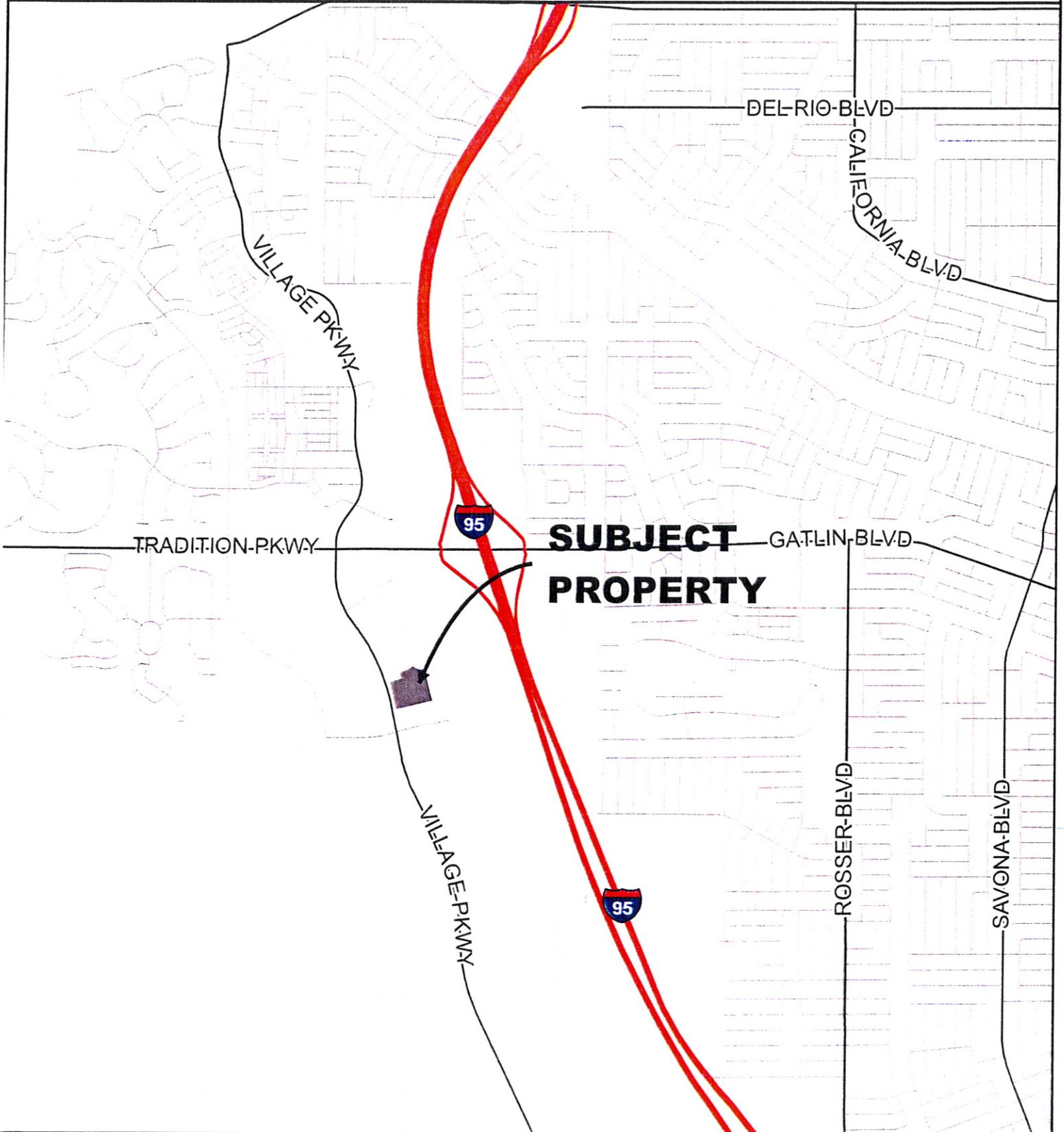
Public School Concurrency Analysis: This is not applicable as they are commercial lots.

Other: The City's surveyor, Legal, Public Works (Engineering), Finance, and MIS departments have reviewed and approved this replat.

STAFF RECOMMENDATION:

The Site Plan Review Committee reviewed the request on February 24, 2016 and recommended approval. The Planning and Zoning Department staff finds the request to be consistent with the direction and intent of the approved zoning, policies of the City's Comprehensive Plan and City's Subdivision Code.

GENERAL LOCATION

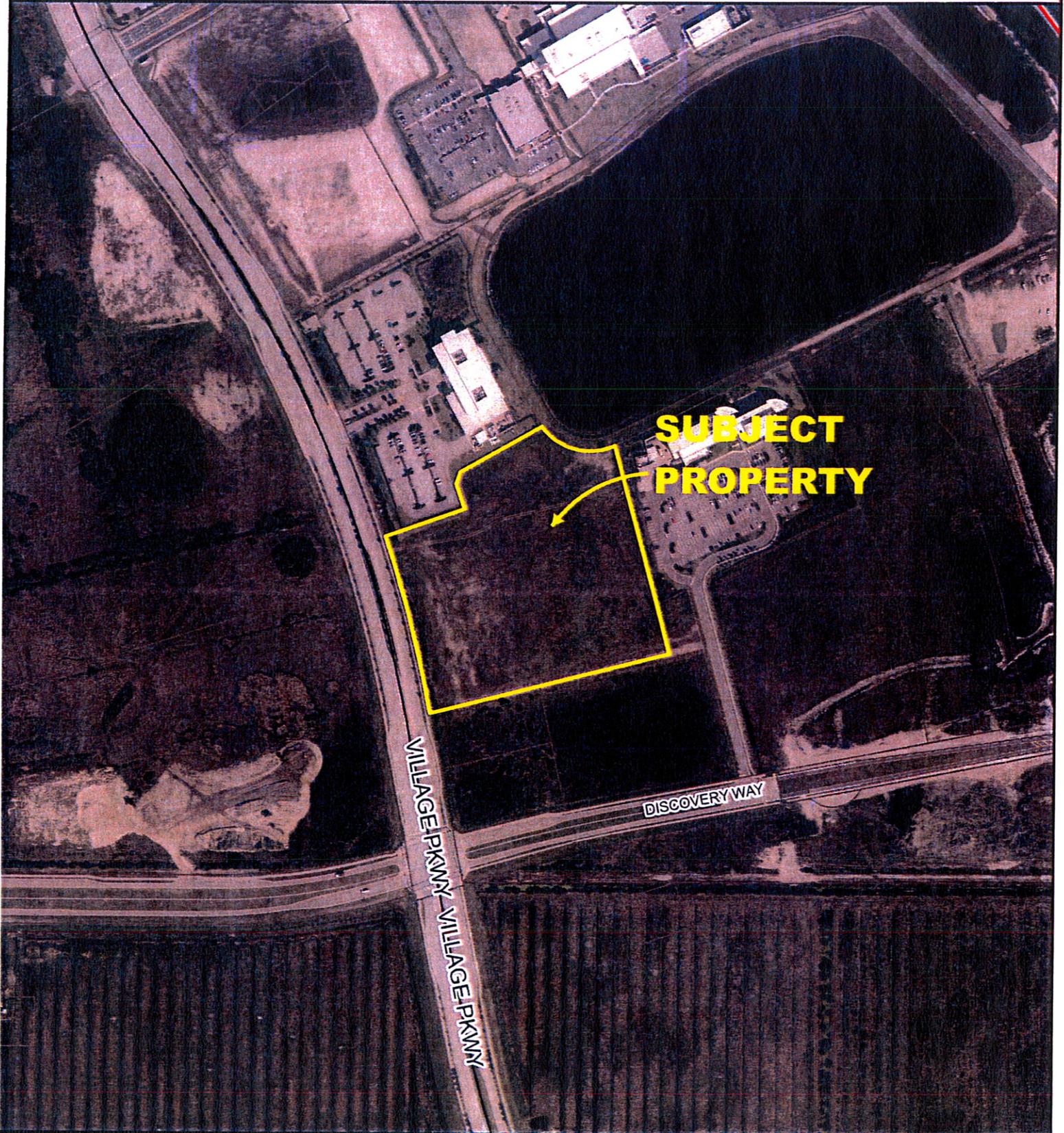


CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

SUBDIVISION PLAT
SOUTHERN GROVE PLAT NO. 16
SOUTHERN GROVE MPUD

DATE:	2/17/2016
APPLICATION NUMBER:	P16-016
USER:	patricias
SCALE:	1 in = 0.5 miles

AERIAL



CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

SUBDIVISION PLAT
SOUTHERN GROVE PLAT NO. 16

SOUTHERN GROVE MPUD
AERIAL DATE 2014

DATE: 2/17/2016

APPLICATION NUMBER:
P16-016

USER:
patricias

SCALE: 1 in = 400 ft

FUTURE LAND USE



WMT - 1

WMT - 1

**SUBJECT
PROPERTY**

WMT-1

20' L.M.E.

PARCEL 4

SOUTHERN GROVE

NCD

PARCEL 5

PARCEL 4A

VILLAGE PKWY

PARCEL 1

PARCEL 3

PARCEL 2

DISCOVERY WAY

PARCEL 26
18.014 Ac

ACCESS EASEMENT

UTILITY
SITE 2

DATE: 2/17/2016

APPLICATION NUMBER:
P16-016

USER:
patricias

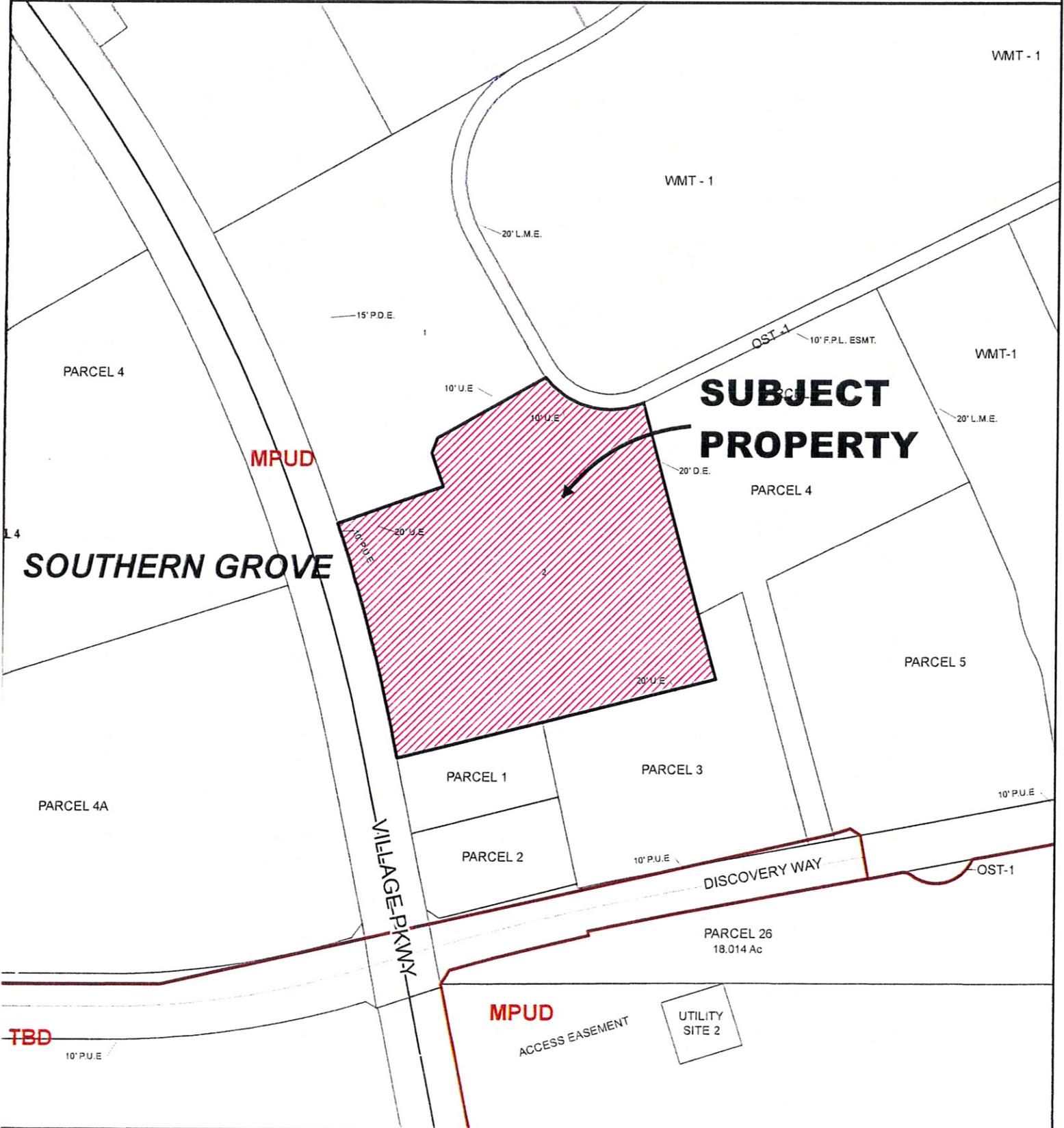
SCALE: 1 in = 300 ft



CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

SUBDIVISION PLAT
SOUTHERN GROVE PLAT NO. 16
SOUTHERN GROVE MPUD

EXISTING ZONING



CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

SUBDIVISION PLAT
SOUTHERN GROVE PLAT NO. 16
SOUTHERN GROVE MPUD

DATE: 2/17/2016
APPLICATION NUMBER: P16-016
USER: patricias
SCALE: 1 in = 300 ft

FLORIDA VISION REALTY TRADITION, LLC
1050 SE MONTEREY ROAD, SUITE 104
STUART, FLORIDA 34994

January 26, 2016

Ms. Anne Cox
City of Port St. Lucie
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida 34984-5099

Re: Owner Authorization for Subdivision Application
Lot 2, Southern Grove Plat No. 10 (Parcel ID: 4315-6000-0002-000-5)

Dear Ms. Cox:

Please accept this letter to serve as authorization by Florida Vision Realty Tradition, LLC ("Owner"), owner of the above-referenced property (the "Property"), for Michael Sanchez of Managed Land Entitlements, LLC, to act on the Owner's behalf as it relates to submittal and processing of an application to the City of Port St. Lucie for a subdivision of the Property.

Should you have any questions or comments regarding this matter, please do not hesitate to contact Mr. David Lienhardt at (772) 418-2030.

Sincerely,

FLORIDA VISION REALTY TRADITION, LLC

By:



Jack Daubert, M.D.
Manager

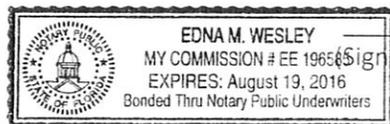
NOTARY PUBLIC INFORMATION:

STATE OF FLORIDA
COUNTY OF PALM

BEACH

The foregoing instrument was acknowledged before me this 27 day of JANUARY 2016 by JACK DAUBERT, M.D. (name of person acknowledging). He/she is personally known to me or has produced (type of identification) _____ as identification and did/did not take an oath (circle correct response).

Edna M Wesley
(Name - type, stamp or print clearly)



Edna M Wesley
(Signature)

My Commission Expires on: 08/19/2016

NOTARY'S SEAL OR STAMP

SOUTHERN GROVE PLAT NO. 16

BEING A REPLAT OF LOT 2, AS SHOWN ON SOUTHERN GROVE PLAT NO. 10, RECORDED IN PLAT BOOK 68, PAGE 20 AND RE-RECORDED IN PLAT BOOK 68, PAGE 22, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA
LYING IN SECTION 15, TOWNSHIP 37 SOUTH, RANGE 39 EAST
CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA



Curve #	Length	Radius	Bearing
C1	20.49	4075.00	S71°17'17"

Line #	Length	Bearing
L1	10.00	S70°19'51"E
L2	44.85	S70°19'51"E
L3	35.42	S29°21'30"E
L4	57.49	S29°21'30"E
L5	20.01	N70°30'04"E
L6	65.86	S42°42'22"E
L7	32.41	S70°17'24"E
L8	20.00	S72°47'08"E
L9	19.14	N67°32'52"W
L10	32.45	S29°21'30"W

- LEGEND**
- 1. CENTERLINE
 - 2. EASEMENT
 - 3. DRAINAGE EASEMENT
 - 4. EGRESS EASEMENT
 - 5. EGRESS AND EGRESS EASEMENT
 - 6. EGRESS AND EGRESS EASEMENT
 - 7. EGRESS AND EGRESS EASEMENT
 - 8. EGRESS AND EGRESS EASEMENT
 - 9. EGRESS AND EGRESS EASEMENT
 - 10. EGRESS AND EGRESS EASEMENT
 - 11. EGRESS AND EGRESS EASEMENT
 - 12. EGRESS AND EGRESS EASEMENT
 - 13. EGRESS AND EGRESS EASEMENT
 - 14. EGRESS AND EGRESS EASEMENT
 - 15. EGRESS AND EGRESS EASEMENT
 - 16. EGRESS AND EGRESS EASEMENT
 - 17. EGRESS AND EGRESS EASEMENT
 - 18. EGRESS AND EGRESS EASEMENT
 - 19. EGRESS AND EGRESS EASEMENT
 - 20. EGRESS AND EGRESS EASEMENT

PREPARED IN THE OFFICE OF:
CULPEPPER & TERPENNING, INC.
 SURVEYORS
 1000 W. UNIVERSITY BLVD., SUITE 100
 FORT PIERCE, FLORIDA 34981
 CERTIFICATION NO. LB 4286
 THOMAS P. KERNAN
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 6199

CITY OF PORT ST. LUCIE
 PROJECT NO. P16-16

CITY NAME: 15-164 TRACTS/PLAT NO. 15, SHEET 2





CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

COUNCIL ITEM 12A
DATE 3/28/16

Agenda Item #: 7M
Meeting Date: 3/14/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager
James Angstadt, P.E., Public Works Director
Cheryl Shanaberger, Procurement Management Director

FROM: Gina Jolly, Buyer
Procurement Management Department

Agenda Item: Motion: E-Bid #20140114 CO #1 – CEI Savannas Recreation Area Trail, Savanna Preserve State Park Ed Center Improvements and Canoe Launch Project

Submittal Date: 3/3/2016

STRATGIC PLAN: Goals 2020, Goal 4, Improved Mobility with Port St. Lucie, "Complete the Crosstown Parkway"

BACKGROUND: As part of the mitigation for the Crosstown Parkway extension over the North Fork of the St. Lucie River, the Halpatiokee Canoe/Kayak Launch & Savannas Preserve State Park Education Center Improvements and the Savannas Recreation Trail project was identified and subsequently awarded to CAPTEC Engineering, Inc. on September 22, 2014. The task consists of CEI Services for constructing a canoe/kayak launch into Evans Creek, constructing an addition to the Education Center that is approximately 3,000 square feet as well as 1.25 mile paved trail.

This Change Order includes additional CEI and Testing services necessary to complete the Savannas Trail Project, the Education Center and the Canoe Launch Project. Services include extending construction duration and close out of Construction Administration Services to provide the final close out packages to the City. The construction contracts were extended 136 days for additional work and inclement weather. The requested additional 156 days provides sufficient time to obtain all required documentation from the contractors, assemble and submit the final Certification packages for all three projects to the City.

ANALYSIS: Staff has reviewed the change order and agree to the increase in CEI/ Testing Services to complete the project and the addition of one hundred fifty six (156) calendar days associated with the additional services.

FINANCIAL INFORMATION: Net increase of \$58,085.50 is available in 3rd River Crossing Fund/, Road and Street Facilities/ Roadways- Professional Services, Crosstown Parkway Segment 1

LEGAL INFORMATION: Reviewed by Ella Gilbert on 3/3/16 and approved as to form.

STAFF RECOMMENDATION: Approval of Change Order #1 to Contract #20140114 with CAPTEC Engineering, Inc. in the amount of a net increase of \$58,085.50. The new Contract amount is \$348,531.50 and the new Contract period is four hundred eighty six (486) calendar days.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 3/14/2016

LOCATION OF PROJECT: The Savannas State Park, 1400 Midway Road, Ft. Pierce, Florida.

ATTACHMENTS: Change Order #1-form, Location Map

RECEIVED

MAR 03 2016

CITY MANAGER'S OFFICE

Engineer Change Order Form

Project: CEI Services for Savannas Recreation Area Trail, Savanna Preserve State Park Education Center Improvements and Canoe Launch Projects

Change Order # 1

Date of Issuance: 10/01/14

Date: 02/17/16

Engineer: CAPTEC Engineering, Inc.

Contract Number: 20140114

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$290,446.00	Original Contract Calendar Days: 330 days
Net Changes from previous Change Orders \$0.00	Net change from previous Change Orders 0 Days
Contract Price prior to this change Order \$290,446.00	Calendar days prior to this Change Order to 330 Days
Net increase of this Change Order \$58,085.50	Net increase of this Change Order 156 Days
Contract Price with all approved Change Orders \$348,531.50.	Contract calendar days with all approved Change Orders 486 Days

CHANGES ORDERED:

I. **GENERAL:** This change order is necessary to cover ongoing work to be performed under this contract.

II. **REQUIRED CHANGES:** Additional CEI and Testing services are necessary to complete the Savannas Trail Project, the Education Center and the Canoe Launch Projects. Services include extending construction duration and close out of Construction administration services to provide the final Close out packages to the City. The Construction Contractor's Contracts were extended 136 days for additional work and inclement weather. The total time extended due to inclement weather was two (2) days at the Ed Center/Canoe Launch and ten (10) days at the Savannas Trail project. Reduced CEI services were provided throughout the inclement weather days because days recognized at the Ed Center were not weather days at the Trail project. CEI inspection services were reduced significantly on the Savannas project once substantial acceptance was granted. The requested additional 156 days provides sufficient time to obtain all required documentation from the contractors, assemble and submit the final Certification packages for all three projects to the City.

Increase the period of performance by 156 days to January 30, 2016.

Increase amounts in Tasks #1 & 2 to cover continued CEI Construction Inspection & Testing services and decrease the amount in Optional 1 Services to reflect the actual amount of other services required.

III. JUSTIFICATION:

Contract time was extended on the Ed Center, Canoe Launch and Savannas Trail projects for the following items of work and associated delays which required additional CEI services:

- 62 days were provided for delays to obtain approved plans to submit to the Building Department for the building permit. Work continued to progress on Canoe launch project.
- 2 days for inclement weather.
- 72 days were provided for additional work associated with the delayed decision on floating wood flooring in lieu of glued flooring at the Education Center; adding drainage and raising grades on Canoe Launch road to address existing drainage issues and removal and replacement of previously constructed canoe ramp, pad and sidewalk to ensure ADA compliance through the full tidal range.
- 9 days were provided for added work in installing and removing temporary pipe crossings for project access at the Savanna Trail project.
- 21 days were provided for delays obtaining the temporary impact permit modification & Gopher Tortoise clearance on the Savanna Trail project.
- 5 days were provided for added work of providing offsite fill at the Savanna Trail project.
- 5 days were provided for substantial increase in the sod quantity which increased the final grading effort on the project.
- 4 days were provided for the additional work of extending the concrete sidewalk 155' feet at the south end to connect to the existing cul-de-sac at the Savanna Trail project.
- 10 days were provided for inclement weather on the Savanna Trail project.

Note: All three projects ran concurrently, therefore total additional time required is base on the project that was completed last. Total Time added to Construction projects was 136 days. The completion date of January 30, 2016 extended the CEI contract time by 156 days.

IV. PAYMENT:

Task 1 Contract Administration	# of Hours	Rate / Hour	Fee
CEI Project Manager / Sr. P.E.	69	\$175.00	\$12,075.00
Project Coordinator	54	\$55.00	\$2,970.00
Task 2 CEI & Testing			
Lead Project Rep.	406	\$100.00	\$40,600.00
Geotechnical Testing			\$4,336.50
Optional Task 1 Services			
Sub-Environmental			\$1,391.50
Sub-Electric			(\$737.50)
Sub-Architect			(\$900.00)
Sub-Structural			(\$1,650.00)
Total:			\$58,085.50

V. APPROVAL AND CHANGE AUTHORIZATION:

Acknowledgements:

The aforementioned change and work affected thereby is subject to all provisions of the original contract not specifically changed by this Change Order; and,

It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original contract other than matters expressly provided herein.

Change Order requested by:

Accepted by:

CAPTEC Engineering, Inc.

(Engineer)

By:



Authorized Signature
Joseph W. Capra, PE, President

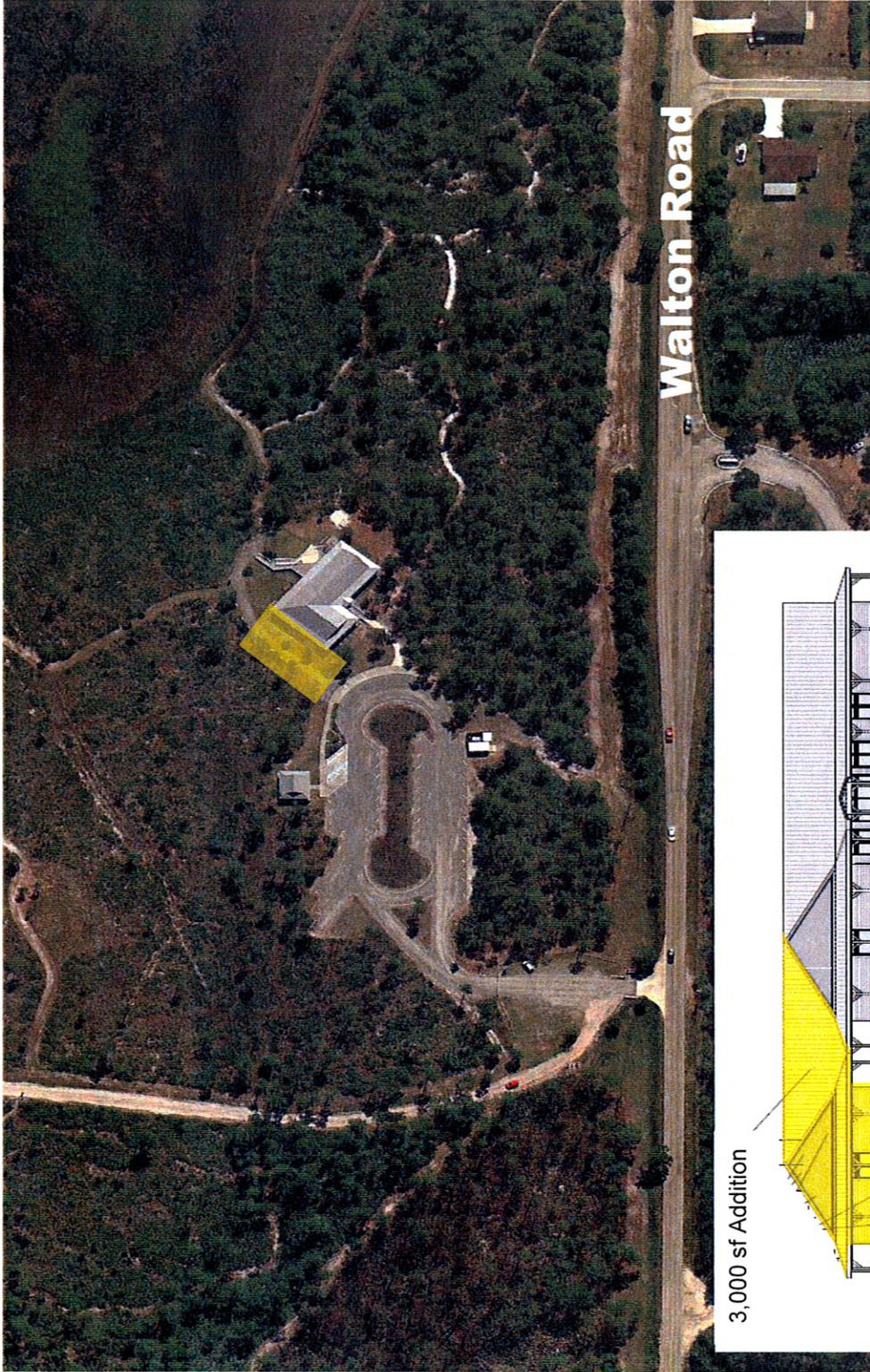
Approved by:

City of Port Saint Lucie

(Owner)

By:

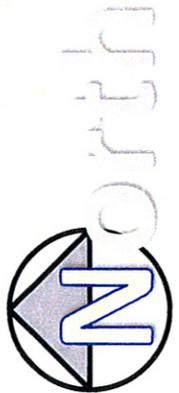
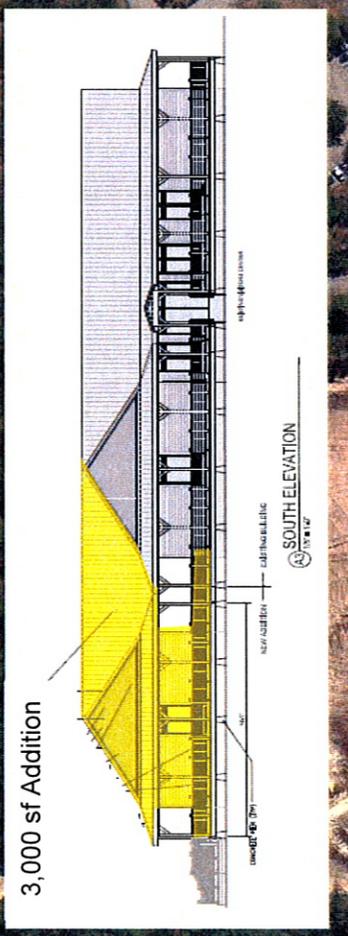
(Authorized Signature)
Jeffrey Bremer, City Manager



Walton Road

Proposed Improvements

- 3,000 sf Classroom Addition
- Boardwalk to Marsh w/overlook
- Parking Lot Enhancements
- Pave Lizard Trail
- Miscellaneous Park Amenities



Savannas Preserve State Park
Education Center

City of
Port St. Lucie
Public Works
9/17/2014



CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 13A
Meeting Date: 3/28/16

TO: Mayor and City Council
THRU: Jeff Bremer, City Manager
FROM: Edwin M. Fry, Jr. Finance Director/City Treasurer *Eel*
Agenda Item: Motion: Accept FY 2015 Comprehensive Annual Financial Report
Submittal Date: 3/11/2016

STRATEGIC PLAN LINK: This item relates to principle b - responsive to community: residents and businesses; educating the residents about city finances and services.

BACKGROUND: The City Charter, Florida State Statutes and the Rules of the Auditor General require the preparation of annual financial statements and an audit of the annual financial statements. Each year the Finance Department prepares a Comprehensive Annual Financial Report (CAFR) for the twelve month period ending September 30. The Fiscal Year ending September 30, 2015 CAFR has been prepared in accordance with generally accepted accounting principles for state and local governments as prescribed by the Governmental Accounting Standards Board. Responsibility for both the accuracy of the presented data and the completeness and fairness of the presentation, including all disclosures, rests with management.

ANALYSIS: N/A

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: Accept the FY 2015 Comprehensive Annual Finance Report

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 3/28/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: None



CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 13B
Meeting Date: 3/28/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager
James Angstadt, PE, Public Works Director
Cheryl Shanaberger, Procurement Management Director

FROM: Robyn Holder, CPPB
Procurement Management Department

Agenda Item: Motion: Item #20160017 – Cashmere Blvd. Sidewalk
Construction Project

Submittal Date: 3/16/2016

STRATEGIC PLAN LINK: Goals 2020, Goal 4 – Improved Mobility within Port St. Lucie, Objective No. 2, "Increase the mileage of sidewalks".

BACKGROUND: Since 2006, the City has prioritized the design and construction of sidewalks citywide. The original areas of emphasis were in the proximity of schools, especially elementary schools to provide a safe route to school for the children. The Cashmere Boulevard Sidewalk Project is on the Phase IV Priority list that was approved by Council.

The project consists of constructing approximately one (1) mile of six (6) foot wide concrete sidewalk. The sidewalk will be constructed on the east side of Cashmere Boulevard from the Charter School north to Westgate K-8 School. An E-Bid was issued on December 9, 2015 to one thousand two hundred five (1,205) suppliers. The E-Bid was opened on January 12, 2016 with five (5) firms submitting proposals.

ANALYSIS: Staff has reviewed all the proposals and finds that Marquee Development, Inc. provides the best value to the City and meets the City's standards. Marquee Development, Inc. is not a local firm.

FINANCIAL INFORMATION: Funds are available in the CIP Road & Bridge Fund / Improvements O/T Building / City Funded Sidewalk Program

LEGAL INFORMATION: Reviewed by Ella Gilbert on November 19, 2015 and approved as to form

STAFF RECOMMENDATION: Approval of award and Contract for E-Bid #20160017 Cashmere Boulevard Sidewalk Construction Project to Marquee Development, Inc. in the amount of \$221,865.00. The Contract period will be ninety (90) calendar days with no option to renew.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 3/28/2016

LOCATION OF PROJECT: East side of Cashmere Boulevard from the Charter School north to Westgate K-8 School

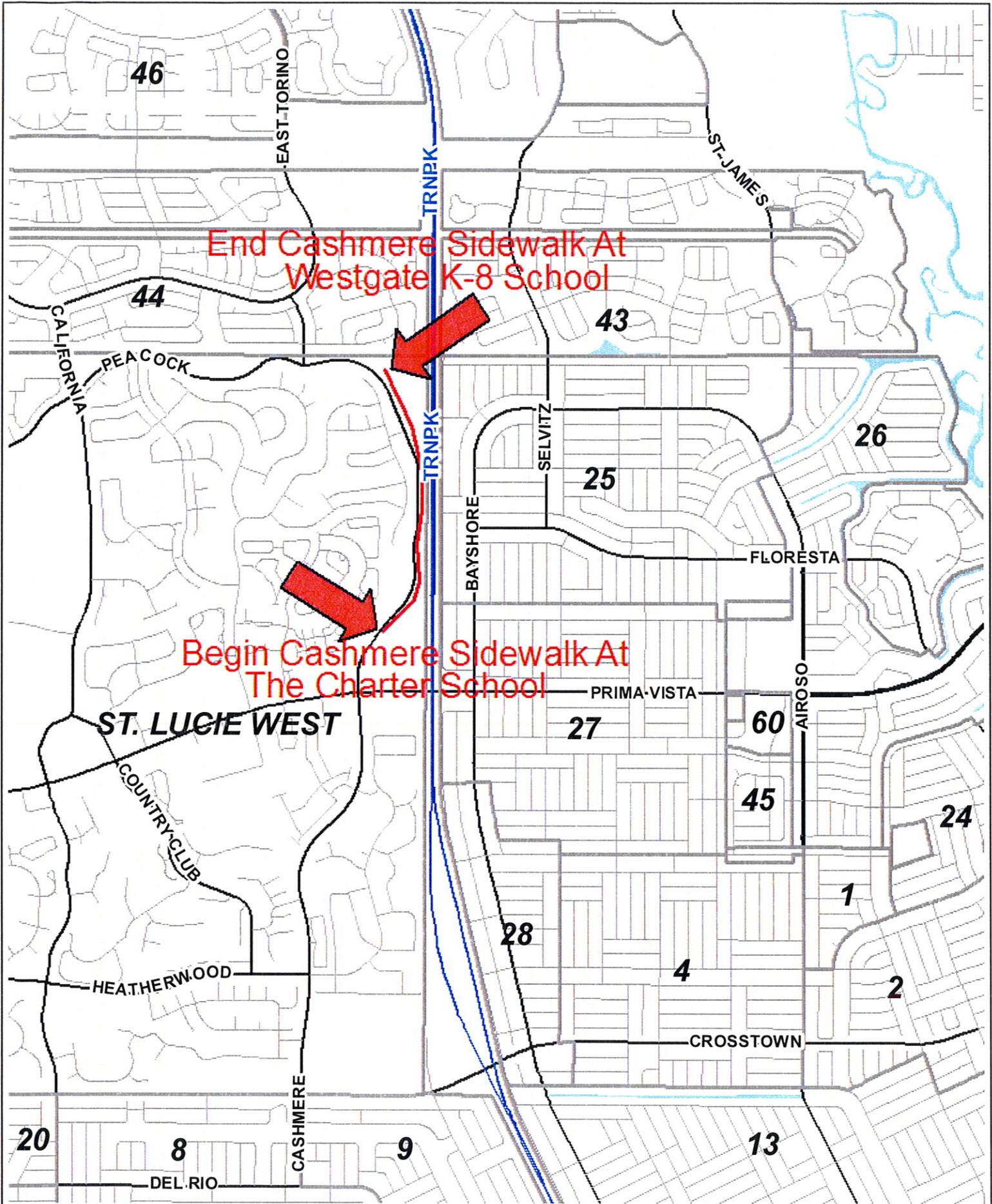
ATTACHMENTS: Location Map, Contract, E-Bid Tabulation Report, Winning Proposal, Solicitation Request, E-Bid Document, Construction Plans, Attachments, Addenda, Sign In Sheets, Unsuccessful Proposals

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

RECEIVED

MAR 16 2016

CITY MANAGER'S OFFICE



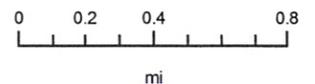
End Cashmere Sidewalk At
Westgate K-8 School

Begin Cashmere Sidewalk At
The Charter School

ST. LUCIE WEST

**Cashmere Boulevard
Sidewalk Project**

Scale:



**CITY OF PORT SAINT LUCIE
CONTRACT #20160017**

This CONTRACT, executed this _____ day of _____, 2016, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and **Marquee Development, Inc.**, 4801 Troydale Road, Tampa, Florida 33615, Telephone No. (813) 758-4195 Fax No. (813) 886-3982, hereinafter called "Contractor", party of the second part.

RECITALS

In consideration of the below agreements and covenants set forth herein, the parties agree as follows:

**SECTION I
NOTIFICATIONS**

As used herein the Project Manager shall mean:

Edith Majewski, or her designee.
City's Public Works Department
121 SW Port St. Lucie Blvd.
Port St. Lucie, Fl. 34984
Telephone: (772) 344-4291 Fax: (772) 871-5289
Email: emajewski@cityofpsl.com

As used herein the Contract Administrator shall mean:

Robyn Holder, CPPB
City of Port St. Lucie Procurement Management Department
121 SW Port St. Lucie Blvd.
Port St. Lucie, Fl. 34984
Telephone: (772) 344-4293 Fax: (772) 871-7337
Email: rholder@cityofpsl.com

As used herein the Contractor for this project shall mean:

Garnett Craig, President
Marquee Development, Inc.
4801 Troydale Road
Tampa, Florida 33615
Telephone: 813-758-4195 Fax: 813-886-3982
Email: rmarqueedev@aol.com

SECTION II DESCRIPTION OF SERVICES TO BE PROVIDED

The specific work that the Contractor has agreed to perform pursuant to the Bid Specifications #20160017, **Cashmere Boulevard Sidewalk Construction from the Charter School north to Westgate K-8 School** including all Attachments, all Addenda, Construction Plans, sheets #1 through #25 and all other restrictions and requirements are incorporated by this reference.

Scope of Work: The project is to construct approximately one (1) mile of six (6) foot wide concrete sidewalk. The sidewalk will be constructed on the east side of Cashmere Boulevard from the Charter School to Westgate K-8 School. The work for this project includes, but not limited to:

- Sediment and Erosion Control
- Surveying
- Clearing and Grubbing
- Earthwork
- Drainage
- Signage
- Concrete Work
- Sodding
- Preparation of Record Drawings
- All work necessary to complete the project as shown and described in the Contract Plans prepared by Captec Engineering, Inc. dated September 3, 2-15 consisting of sheets 1 – 25.

Hours of Service - The standard hours of work allowed in the City of Port St. Lucie's right-of-way are from 8:00 a.m. to sundown Monday through Friday. Any work performed by the Contractor outside of the aforementioned time limit requires special authorization by the City and requires that the Contractor obtain a noise permit from the City Police Department. All equipment operated at night shall comply with the noise levels established by the City of Port St. Lucie noise ordinance. Any additional costs associated with work outside of the hours of work allowed shall be borne by the Contractor. This shall include, but not be limited to costs of inspection, testing, police assistance, and construction administration.

All night, Saturday, Sunday, and/or Holiday work must be authorized by the City and requires that the Contractor obtain a noise permit from the City Police Department. All night work within the City's right-of-way requires a minimum forty eight (48) hour prior notice to the City. This clause shall not pertain to crews organized to perform maintenance work on equipment or to operate and maintain special equipment such as dewatering pumps, which may be required to work twenty four (24) hours per day.

SECTION III TIME OF PERFORMANCE

The Contract Period start date will be _____, 2016 and will terminate ninety (90) calendar days thereafter on _____, 2016. The Contractor will be required to commence work under this Contract within ten (10) calendar days after the start date identified in this Contract. In the event all work required in the bid specifications has not been completed by the specified date, the Contractor agrees to provide work as authorized by the Project Manager until all work specified in the bid specifications has been rendered. Written requests shall be submitted to the Project Manager for consideration of extension of completion time due to strikes, unavailable materials, or other similar causes over

which the Contractor feels he has no control. Requests for time extensions shall be submitted immediately but in no event more than two (2) weeks upon occurrence of conditions, which, in the opinion of the Contractor, warrant such an extension with reasons clearly stated and a detailed explanation given as to why the delays are considered to be beyond the Contractor's control.

SECTION IV RENEWAL OPTION

Not applicable to this Contract.

SECTION V COMPENSATION

The total amount to be paid by the City to the Contractor is on a per unit price basis listed on Schedule "A" for a total amount of **\$221,865.00**, plus a one-time ten-dollar (\$10.00) payment for indemnification as provided in Section VIII herein. Payments will be disbursed in the following manner:

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

Progress Payments- The City may make partial payment during the progress of the work as follows: Partial payments, calculated from quantities of work in place multiplied by the Contract unit prices will be made in thirty (30) days after the receipt of the Pay Request. Partial Release of Liens from all Contractors, subcontractors, suppliers for materials and sub-subcontractors are to be attached to each Pay Request.

Acceptance and Final Payment - Upon receipt of written notice that the work is ready for final inspection and acceptance, the City will promptly make such inspection. When City finds the work acceptable under the terms of the Contract and the Contract is fully performed the entire balance will be due the Contractor and will be paid to the Contractor in thirty (30) calendar days. Such final payment to the Contractor shall be subject to the covenants in the Contract's Standard Specifications and any liquidated damages will be assessed against the Contractor at that time.

Before issuance of final payment, the Contractor shall submit evidence that all payrolls, material bills and other indebtedness connected with the work have been satisfied and paid in full. Final Release of Liens from all contractors, subcontractors, suppliers for materials and sub-subcontractors are to be attached to the final invoice.

Invoices for services shall be submitted once a month, by the tenth (10th) day of each month, and payments shall be made in thirty (30) days unless Contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made in thirty (30) calendar days of receipt of Contractor's valid invoice, provided that the invoice is accompanied by adequate supporting documentation, including any necessary partial release of liens, and is approved by the Project Manager as required under Section XIII of the Contract.

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

All invoices and correspondence relative to this Contract must contain the City's contract number and Purchase Order number and/or Visa Authorization number.

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

SECTION VI WORK CHANGES

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the contract price and time for completion. All changes will be authorized by a written change order approved by the Procurement Department Director, or her designee. Work shall be changed and the contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the contract price resulting in a credit or a charge to the City shall be at cost. Any dispute concerning work changes which is not resolved by mutual agreement shall be decided by the City Manager who shall reduce the decision to writing. The decision of the City shall be final and conclusive. Any and all changes in the amount of \$25,000.00 or higher per fiscal year require City Council approval and must be signed by the City Manager or his designee as representing the City.

SECTION VII CONFORMANCE WITH BID

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

SECTION VIII INDEMNIFICATION/INSURANCE

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

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

intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

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

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

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

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

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

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

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read "**City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents and shall include Contract #20160017 – Cashmere Boulevard Sidewalk Construction Project shall be listed as additionally insured.**". The Certificate of Insurance and policy shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage shall be attached to the Certificate of Insurance. All independent contractors and subcontractors utilized in this project shall furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

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

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

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

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

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

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

Payment & Performance Bonds: The Contractor, if required, shall furnish an acceptable recorded Performance and Payment Bond complying with the statutory requirements set forth in Section 255.05, Florida Statutes, in the amount of one hundred (100%) percent of the Contract price. A fully authorized Surety, licensed by the State of Florida shall execute the Performance and Payment Bond. The Performance and Payment Bond shall remain in full force and effect a minimum of one (1) year after the work has been completed and the work has been accepted by the City and final payment has been made.

Should the Surety become irresponsible during the time the Contract is in force, the City may require additional and sufficient sureties and the Contractor shall furnish same to the satisfaction of the City within ten (10) days after written notice to do so. In default thereof, the Contract may be suspended as herein provided.

**SECTION IX
ACTS OF GOD**

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

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

**SECTION X
PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS**

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

**SECTION XI
COMPLIANCE WITH LAWS**

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

**SECTION XII
CLEANING UP**

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

SECTION XIII INSPECTION AND CORRECTION OF DEFECTS

In order to determine whether the required material has been delivered or the required work performed in accordance with the terms and conditions of the Contract documents, the Project Manager shall make inspection as soon as practicable after receipt from the Contractor of a Notice of Performance or delivery ticket. If such inspection shows that the required material has been delivered and required work performed in accordance with terms and conditions of the Contract documents and that the material and work is entirely satisfactory, the Project Manager shall approve the invoice when it is received. Thereafter the Contractor shall be entitled to payment, as described in Section V. If, on such inspection the Project Manager is not satisfied, he shall as promptly as practicable inform the parties hereto of the specific respects in which his findings are not favorable. Contractor shall then be afforded an opportunity if desired by him, to correct the deficiencies so pointed out at no additional charge to the City, and otherwise on terms and conditions specified by the Project Manager. Upon failure of the Contractor to perform the work in accordance with the Contract Documents, including any requirements with respect to the Schedule of Completion, and after five (5) days written notice to the Contractor, the City may, without prejudice to any other remedy he may have, correct such deficiencies. The Contractor shall be charged all costs incurred to correct deficiencies. Such examination, inspection, or tests made by the Project Manager, at any time, shall not relieve Contractor of his responsibility to remedy any deviation, deficiency, or defect.

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

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

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

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

Deductions - In the event the City deems it expedient to perform work which has not been done by the Contractor as required by these Specifications, or to correct work which has been improperly and/or inadequately performed by the Contractor as required in these Specifications, all expenses thus incurred by the City, in the City's option,

will be invoiced to the Contractor and/or may be deducted from payments due to the Contractor. Deductions thus made will not excuse the Contractor from other penalties and conditions contained in the Contract.

SECTION XIV ADDITIONAL REQUIREMENTS

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

The City shall be listed as an original owner on all manufacturers' warranties, if any, for materials and services. The warranties shall include a load rating at the end of construction that meets or exceeds AASHTO and Department standards and requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Adjustments - The Contractor shall be responsible to arrange with utility companies for any adjustment necessary to the valve boxes, manholes, or castings so that they will conform to the new grade after placement of the sidewalk. The Contractor shall also be responsible to identify, and avoid damage to all utilities (publicly and privately owned) within the area where work is being performed.

Damages - The Contractor shall be responsible for the charge and care of all work from damage by the elements or from any cause whatsoever until the City confirms in writing to the Contractor that said work is, "substantially complete" and/or "accepted". The Contractor shall be responsible until said written notice is received to repair and make good at their expense any such damage.

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

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

Geodetic Information Center
6001 Executive Boulevard
Rockville, MD 20852
Page 11 of 16

Attn: Maintenance Center (301) 443-8319

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

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

SECTION XV ASSIGNMENT

The Contractor shall not delegate, sublet or subcontract any part of the work, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title of interest therein or his obligations there under, or monies due or to become due under this Contract, without prior written consent of the City. Contractor must perform at least thirty percent (30%) of the contracted scope of work. In case the Contractor assigns remaining percent or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the work called for in this Contract. Any assignment of the Contract shall in no way affect any provisions of Specifications or the Contract Documents.

SECTION XVI TERMINATION, DELAYS AND LIQUIDATED DAMAGES

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

B. Liquidated Damages for Delays. If material is not provided or work is not completed within the time stipulated in this Contract, including any extensions of time for excusable delays as herein provided, (it being impossible to determine the actual damages occasioned by the delay) the Contractor shall provide to the City eight hundred eighty four (\$884.00) dollars as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed. The Contractor and his sureties shall be jointly and severally liable to the City for the amount thereof.

C. Excusable Delays. The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work or delivery of materials due to: (1) any acts of the Federal Government, including controls or restrictions or requisitioning of materials, equipment, tools or labor by reason of war, national defense or any other national emergency, (2) any adverse acts of the City, (3) causes not reasonably foreseeable by the parties at the time of the execution of the Contract that are beyond the

control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of another Contractor in the performance of some other Contract with the City, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions, and (4) any delay of any Subcontractor occasioned by any of the above mentioned causes. However, the Contractor must promptly notify the City in writing within two (2) days of official notice of scheduled delivery or scheduled work of the cause of delay. If, on the basis of the facts and the terms of this Contract, the delay is properly excusable the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

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

SECTION XVII LICENSING

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

SECTION XVIII SAFETY PRECAUTIONS

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

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

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

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

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

**SECTION XIX
LAW AND VENUE**

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

**SECTION XX
REIMBURSEMENT FOR INSPECTION**

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

**SECTION XXI
APPROPRIATION APPROVAL**

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

**SECTION XXII
ENTIRE CONTRACT**

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

(Balance of page intentionally left blank.)

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

CITY OF PORT ST. LUCIE FLORIDA

By: _____
City Manager

By: _____
Authorized Representative of **Marquee Development, Inc.**

Print Representative's Name

State of: _____

County of: _____

Before me personally appeared: _____)
(please print)

Please check one:

Personally known _____

Produced Identification: _____
(type of identification)

Identification No. _____

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

WITNESS my hand and official seal, this _____ day of _____, 2016.

Notary Signature

Notary Public-State of _____ at Large.

My Commission Expires _____.

(seal)

SCHEDULE A

Item Number	Pay Item Number	Pay Item Description	Quan.	Unit	Unit Price	Total Amount
Roadway						
1	101-1	Mobilization	1	LS	\$ 25,000.00	\$ 25,000.00
2	101-1-A	Mobilization (Staking, As-Builts)	1	LS	\$ 11,500.00	\$ 11,500.00
3	102-1	Maintenance of Traffic	1	LS	\$ 8,000.00	\$ 8,000.00
4	104-10-3	Staked Silt Fence	500	LF	\$ 0.25	\$ 125.00
5	110-1-1	Clearing and Grubbing	1.95	AC	\$ 5,000.00	\$ 9,750.00
6	120-1	Regular Excavation	546	CY	\$ 28.00	\$ 15,288.00
7	120-6	Embankment	30	CY	\$ 30.00	\$ 900.00
8	160-4	Type B Stabilization	4870	SY	\$ 2.00	\$ 9,740.00
9	430-174-115	15" HDPE Pipe	62	LF	\$ 30.00	\$ 1,860.00
10	430-982-123	Mitered End Section (15" Round)	3	EA	\$ 650.00	\$ 1,950.00
11	425-1-529	Modify Existing Inlet (Add Riser)	1	EA	\$ 1,000.00	\$ 1,000.00
12	520-2-4	Type D Curb	30	LF	\$ 20.00	\$ 600.00
13	520-1-10	Type F Curb	60	LF	\$ 20.00	\$ 1,200.00
14	522-1	Concrete Sidewalk (4" Thick) (Includes ADA)	3507	SY	\$ 30.00	\$ 105,210.00
15	522-2	Concrete Sidewalk (6" Thick) (Includes ADA)	144	SY	\$ 40.00	\$ 5,760.00
16	527-2	Detectable Warning (Sawcut & Reconstruct)	150	SF	\$ 25.00	\$ 3,750.00
17	570-1-2	Performance Turf, Sod	6400	SY	\$ 2.35	\$ 15,040.00
18	700-1-50	Single Post Sign Relocate	4	EA	\$ 150.00	\$ 600.00
19	711-11-123	Thermoplastic (Standard)(White)(Solid)(12")	566	LF	\$ 7.00	\$ 3,962.00
20	711-11-125	Thermoplastic (Standard)(White)(Solid)(24")	63	LF	\$ 10.00	\$ 630.00
21		GRAND TOTAL				\$ 221,865.00

E-BID #20160017
E-BID TABULATION REPORT
Cashmere Boulevard Sidewalk Construction Project
From Charter School to Westgate K8 School
Opened: 1/12/2016 - 3:00 PM

Item Number	Pay Item Number	Pay Item Description	Quantity	Unit	Marquee Development, Inc.		Lynch Paving & Construction Co, Inc.		Southern Underground, Inc.		West Construction, Inc.		Tagarelli Construction, Inc.	
					Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
		Roadway												
1	101-1	Mobilization	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 30,100.00	\$ 30,100.00	\$ 58,000.00	\$ 58,000.00	\$ 49,000.00	\$ 49,000.00	\$ 10,000.00	\$ 10,000.00
2	101-1-A	Mobilization (Staking, As-Builts)	1	LS	\$ 11,500.00	\$ 11,500.00	\$ 10,065.00	\$ 10,065.00	\$ 8,000.00	\$ 8,000.00	\$ 12,000.00	\$ 12,000.00	\$ 15,000.00	\$ 15,000.00
3	102-1	Maintenance of Traffic	1	LS	\$ 8,000.00	\$ 8,000.00	\$ 24,686.00	\$ 24,686.00	\$ 3,500.00	\$ 3,500.00	\$ 5,400.00	\$ 5,400.00	\$ 15,000.00	\$ 15,000.00
4	104-10-3	Staked Silt Fence	500	LF	\$ 0.25	\$ 125.00	\$ 3.62	\$ 1,810.00	\$ 0.50	\$ 250.00	\$ 1.50	\$ 750.00	\$ 2.00	\$ 1,000.00
5	110-1-1	Clearing and Grubbing	1.95	AC	\$ 5,000.00	\$ 9,750.00	\$ 5,471.80	\$ 10,670.01	\$ 1,800.00	\$ 3,510.00	\$ 4,000.00	\$ 7,800.00	\$ 10,000.00	\$ 19,500.00
6	120-1	Regular Excavation	546	CY	\$ 28.00	\$ 15,288.00	\$ 13.70	\$ 7,480.20	\$ 19.00	\$ 10,374.00	\$ 7.00	\$ 3,822.00	\$ 30.00	\$ 16,380.00
7	120-6	Embankment	30	CY	\$ 30.00	\$ 900.00	\$ 30.80	\$ 924.00	\$ 18.00	\$ 540.00	\$ 30.00	\$ 900.00	\$ 40.00	\$ 1,200.00
8	160-4	Type B Stabilization	4870	SY	\$ 2.00	\$ 9,740.00	\$ 0.01	\$ 48.70	\$ 2.00	\$ 9,740.00	\$ 8.00	\$ 38,960.00	\$ 15.00	\$ 73,050.00
9	430-174-115	15" HDPE Pipe	62	LF	\$ 30.00	\$ 1,860.00	\$ 35.68	\$ 2,212.16	\$ 32.00	\$ 1,984.00	\$ 54.00	\$ 3,348.00	\$ 200.00	\$ 12,400.00
10	430-982-123	Mitered End Section (15" Round)	3	EA	\$ 650.00	\$ 1,950.00	\$ 1,500.00	\$ 4,500.00	\$ 380.00	\$ 1,140.00	\$ 1,300.00	\$ 3,900.00	\$ 1,000.00	\$ 3,000.00
11	425-1-529	Modify Existing Inlet (Add Riser)	1	EA	\$ 1,000.00	\$ 1,000.00	\$ 2,210.00	\$ 2,210.00	\$ 1,700.00	\$ 1,700.00	\$ 2,600.00	\$ 2,600.00	\$ 4,000.00	\$ 4,000.00
12	520-2-4	Type D Curb	30	LF	\$ 20.00	\$ 600.00	\$ 30.33	\$ 909.90	\$ 18.00	\$ 540.00	\$ 19.00	\$ 570.00	\$ 40.00	\$ 1,200.00
13	520-1-10	Type F Curb	60	LF	\$ 20.00	\$ 1,200.00	\$ 28.92	\$ 1,735.20	\$ 22.00	\$ 1,320.00	\$ 26.00	\$ 1,560.00	\$ 40.00	\$ 2,400.00
14	522-1	Concrete Sidewalk (4" Thick) (Includes ADA)	3507	SY	\$ 30.00	\$ 105,210.00	\$ 28.90	\$ 101,352.30	\$ 32.50	\$ 113,977.50	\$ 45.00	\$ 157,815.00	\$ 60.00	\$ 210,420.00
15	522-2	Concrete Sidewalk (6" Thick) (Includes ADA)	144	SY	\$ 40.00	\$ 5,760.00	\$ 54.60	\$ 7,862.40	\$ 46.00	\$ 6,624.00	\$ 54.00	\$ 7,776.00	\$ 65.00	\$ 9,360.00
16	527-2	Detectable Warning (Sawcut & Reconstruct)	150	SF	\$ 25.00	\$ 3,750.00	\$ 14.23	\$ 2,134.50	\$ 13.00	\$ 1,950.00	\$ 40.00	\$ 6,000.00	\$ 30.00	\$ 4,500.00
17	570-1-2	Performance Turf, Sod	6400	SY	\$ 2.35	\$ 15,040.00	\$ 2.86	\$ 18,304.00	\$ 3.00	\$ 19,200.00	\$ 2.16	\$ 13,824.00	\$ 5.00	\$ 32,000.00
18	700-1-50	Single Post Sign Relocate	4	EA	\$ 150.00	\$ 600.00	\$ 550.00	\$ 2,200.00	\$ 40.00	\$ 160.00	\$ 87.00	\$ 348.00	\$ 100.00	\$ 400.00
19	711-11-123	Thermoplastic (Standard)(White)(Solid)(12")	566	LF	\$ 7.00	\$ 3,962.00	\$ 1.76	\$ 996.16	\$ 3.50	\$ 1,981.00	\$ 2.00	\$ 1,132.00	\$ 8.00	\$ 4,528.00
20	711-11-125	Thermoplastic (Standard)(White)(Solid)(24")	63	LF	\$ 10.00	\$ 630.00	\$ 9.64	\$ 607.32	\$ 7.00	\$ 441.00	\$ 4.00	\$ 252.00	\$ 12.00	\$ 756.00
21		GRAND TOTAL				\$ 221,865.00		\$ 227,807.85		\$ 244,931.50		\$ 317,757.00		\$ 436,094.00

1	Acknowledged all Addenda.	Yes												
2	Submitted original 5% Bid Bond.	Yes												
3	Copy of current Insurance	Yes												
4	Review & accepted all City terms & conditions.	Yes												
5	Submitted all licenses to perform the work.	Yes												
6	Submitted Questionnaire.	Yes												
7	Submitted all required forms.	Yes												
8	Listed all subcontractors.	None Listed												
9	Submitted 5 projects similar in nature to this Bid	Yes												
10	Has the Bidder or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put in receivership?	No												
11	Any pending or completed lawsuits involving the corporation, partnership or individuals with more than 10% interest?	None												
12	Any judgments from lawsuits in the last 5 years?	None												
13	Any criminal violations and/or convictions of the Bidder and/or any of the partners?	None												
14	Accepts Visa	No												
15	Discount using Visa	N/A												
16	Submitted W-9 form.	Yes												
17	Vendor Code of Ethics form	Yes												

E-BID #20160017

E-BID REPLY EXCEL SPREADSHEET

Cashmere Boulevard Sidewalk Construction Project
From Charter School to Westgate K8 School
Schedule A

Company Name: Marquee Development, Inc. _____

Item Number	Pay Item Number	Pay Item Description	Quantity	Unit	Unit Price	Total Amount
Roadway						
1	101-1	Mobilization	1	LS	\$ 25,000.00	\$ 25,000.00
2	101-1-A	Mobilization (Staking, As-Builts)	1	LS	\$ 11,500.00	\$ 11,500.00
3	102-1	Maintenance of Traffic	1	LS	\$ 8,000.00	\$ 8,000.00
4	104-10-3	Staked Silt Fence	500	LF	\$ 0.25	\$ 125.00
5	110-1-1	Clearing and Grubbing	1.95	AC	\$ 5,000.00	\$ 9,750.00
6	120-1	Regular Excavation	546	CY	\$ 28.00	\$ 15,288.00
7	120-6	Embankment	30	CY	\$ 30.00	\$ 900.00
8	160-4	Type B Stabilization	4870	SY	\$ 2.00	\$ 9,740.00
9	430-174-115	15" HDPE Pipe	62	LF	\$ 30.00	\$ 1,860.00
10	430-982-123	Mitered End Section (15" Round)	3	EA	\$ 650.00	\$ 1,950.00
11	425-1-529	Modify Existing Inlet (Add Riser)	1	EA	\$ 1,000.00	\$ 1,000.00
12	520-2-4	Type D Curb	30	LF	\$ 20.00	\$ 600.00
13	520-1-10	Type F Curb	60	LF	\$ 20.00	\$ 1,200.00
14	522-1	Concrete Sidewalk (4" Thick) (Includes ADA)	3507	SY	\$ 30.00	\$ 105,210.00
15	522-2	Concrete Sidewalk (6" Thick) (Includes ADA)	144	SY	\$ 40.00	\$ 5,760.00
16	527-2	Detectable Warning (Sawcut & Reconstruct)	150	SF	\$ 25.00	\$ 3,750.00
17	570-1-2	Performance Turf, Sod	6400	SY	\$ 2.35	\$ 15,040.00
18	700-1-50	Single Post Sign Relocate	4	EA	\$ 150.00	\$ 600.00
19	711-11-123	Thermoplastic (Standard)(White)(Solid)(12")	566	LF	\$ 7.00	\$ 3,962.00
20	711-11-125	Thermoplastic (Standard)(White)(Solid)(24")	63	LF	\$ 10.00	\$ 630.00
21		GRAND TOTAL				\$ 221,865.00

*Note: The unit price can only be two (2) decimals. Example: \$5.2555 is not acceptable - \$5.25 is acceptable

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
Marquee Development, Inc.
4801 Troydale Road,
Tampa, FL 33615-4801
as Principal, hereinafter called the Principal, and

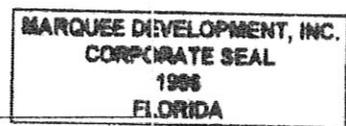
Developers Surety and Indemnity Company
100 2nd Ave South,
St. Petersburg, FL 33701
a corporation duly organized under the laws of the State of IA
as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Port St. Lucie
121 S.W. Port St. Lucie Blvd.,
Port St. Lucie, FL 34984
as Oblige, hereinafter called the Oblige, in the sum of Five Percent of the Total Amount Bid in U.S. Dollars
\$5% for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these
presents.

WHEREAS the Principal has submitted a bid for
Cashmere Blvd. Sidewalk Construction
Sidewalk Construction

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

Signed and sealed this 12th day of January, 2016



[Handwritten Signature]

(Witness)

[Handwritten Signature]

(Seal)
Developers Surety and Indemnity Company

[Handwritten Signature]

(Witness)

[Handwritten Signature]

David B. Shick, Attorney-In-Fact
Florida Licensed Resident Agent #A241176



POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby make, constitute and appoint

David B. Shick

as its true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporation, as surety, bonds, undertakings and contracts of suretyship including, without limitation, any and all surety bonds, and consents or other writings required by the Florida Department of Transportation incident to the release of retained percentages and final estimates on construction or maintenance contracts, giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as the corporation could do, but reserving to the corporation full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolution adopted by the Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, any Executive Vice-President, Senior Vice-President or Vice-President of the corporation be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporation, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporation be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney.

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporation when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY has caused these presents to be signed by its officers and attested by its Secretary or Assistant Secretary this May 23, 2013.

By: *Daniel Young*
Daniel Young, Senior Vice-President

By: *Gregg N. Okura*
Gregg N. Okura, Vice-President



State of California
County of Orange

On May 23, 2013 before me, Gina L. Garner, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Daniel Young and Gregg N. Okura
Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Gina L. Garner*
Gina L. Garner, Notary Public

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolution of the Board of Directors of said corporation set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 12th day of January 2016

By: *Mark J. Lansdon*
Mark J. Lansdon, Assistant Secretary

E-Bid Reply Sheet #20160017

Cashmere Boulevard Sidewalk Construction Project From the Charter School to Westgate K-8 School

1. **COMPANY NAME:** Marquee Development, Inc.

DIVISION OF: _____

PHYSICAL ADDRESS: 4801 Troydale Rd.

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: Tampa FL 33615

TELEPHONE NUMBER: (813) 758-4195 FAX NO. (813) 926-3982

CONTACT PERSON: Garnett Craig E-MAIL: marquee_dev@ad.com

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

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

Garnett Craig

President

Lori Craig

Vice President

Lori Craig

Treasurer

How long in present business: 19 yrs How long at present location: 7 yrs

Is firm a minority business: Yes - No; Does firm have a drug-free workplace program: Yes - No
If no, is your company planning to implement such a program? _____

Is the firm claiming Local Preference under Chapter 35.12? Yes -- No

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

Addendum Number	Date Issued	Addendum Number	Date Issued

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

5. BID RESPONSE:

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

5.2 Percentage of discount when payment is made with Visa: NA %

*Please Note: The City has implemented a **Purchasing Card Program**. The Bidder can take advantage of this program and in consideration receive payment within several days instead of the City's payment policy. Any percentage off the bid price for the acceptance of Visa will be consideration in the bid award. If no such percentage is given, the City shall assume zero (0) percent discount applies.*

5.3 Bid Reply Total from Schedule "A" on Lines #1 - 20: \$ 221,865.⁰⁰
(This figure must match the E-Bid Reply Excel Spreadsheet and the figure that is to be used on the Demandstar web page. Discrepancies between the E-Bid Reply Excel Spreadsheet uploaded on Demandstar, the dollar amount listed on the web page at time of submittal and the E-Bid Reply Sheet #20160017 uploaded on Demandstar will be resolved in favor of the E-Bid Excel Spreadsheet that is uploaded at time of submittal.)

Reference Use Only- Use E-Bid Reply Excel Spreadsheet to reply to this Bid

Schedule A

Item Number	Pay Item Number	Pay Item Description	Quantity	Unit
Roadway				
1	101-1	Mobilization	1	LS
2	101-1-A	Mobilization (Staking, As-Builts)	1	LS
3	102-1	Maintenance of Traffic	1	LS
4	104-10-3	Staked Silt Fence	500	LF
5	110-1-1	Clearing and Grubbing	1.95	AC
6	120-1	RegularExcavation	546	CY
7	120-6	Embankment	30	CY
8	160-4	Type B Stabilization	4870	SY
9	430-174-115	15" HDPE Pipe	62	LF
10	430-982-123	Mitered End Section (15" Round)	3	EA
11	425-1-529	Modify Existing Inlet (Add Riser)	1	EA
12	520-2-4	Type D Curb	30	LF
13	520-1-10	Type F Curb	60	LF
14	522-1	Concrete Sidewalk (4" Thick) (Includes ADA)	3507	SY
15	522-2	Concrete Sidewalk (6" Thick) (Includes ADA)	144	SY
16	527-2	Detectable Warning (Sawcut & Reconstruct)	150	SF

Cashmere Blvd. Sidewalk Construction Project

17	570-1-2	Performance Turf, Sod	6400	SY
18	700-1-50	Single Post Sign Relocate	4	EA
19	711-11-123	Thermoplastic (Standard)(White)(Solid)(12")	566	LF
20	711-11-125	Thermoplastic (Standard)(White)(Solid)(24")	63	LF

Bidders are cautioned that the anticipated quantities used for this computation will be estimates. The City makes no guarantee as to the actual quantity that will be utilized during the Contract period. A unit price for each item shall be offered shall be shown, and such price shall include packing and shipping unless otherwise specified. A total shall be entered in the "Total" column for each separate item. In case of discrepancy between the unit price and the extended price, the unit price will supersede. The total amount shall be entered on line 5.3 above and entered on the Demandstar web page. The City reserves the right to split the award, if in the City's opinion such a split is in the best interest of the City.

6. INSURANCE/CERTIFICATES/LICENSE - Bidders are required, in accordance with Bid document Section VIII, to submit a copy of their Insurance Certificate for the type and dollar amount of insurance they currently maintain. Bidders are required to submit all licenses and certifications required to perform construction of this project.

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

8. CERTIFICATION

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

Garnett Craig
Signature

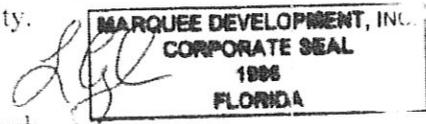
1/11/16
Date

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

Garnett Craig
Signature

President
Title

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



Balance of page left intentionally blank

CONTRACTOR'S QUESTIONNAIRE

It is understood and agreed that the following information is to be used by the City to determine the qualifications of prospective Contractor to perform the work required. The Contractor waives any claim against the City that might arise with respect to any decision concerning the qualifications of the Contractor.

The undersigned attests to the truth and accuracy of all statements made on this questionnaire. Also, the undersigned hereby authorizes any public official, Engineer, Surety, bank, material or equipment manufacturer, or distributor, or any person, firm or corporation to furnish the City any pertinent information requested by the City deemed necessary to verify the information on this questionnaire.

Dated at 4501 Troydale Rd., Tampa FL 33615, this 11th day of January, 2016
(Location)

Name of Organization/Contractor: Marquee Development, Inc.

By: Garnett Craig / President
Name and Title

1. Corporation, Partnership, Joint Venture, Individual or other? Corporation

2. Firm's name and main office address, telephone and fax numbers

Name: Marquee Development, Inc.

Address: 4501 Troydale Rd.
Tampa, FL 33615

Telephone Number: (813) 758-4195

Fax Number: (813) 996-3982

3. Contact person: Garnett Craig Email: marqueedev@aol.com

4. Firm's previous names (if any). none

5. How many years has your organization been in business? 19

6. List five (5) sidewalk construction projects similar to this project completed by your firm along with a brief description of project, location of project, client name, client phone number, value of contract, your firm's percentage of the total contract value, as well as the number of change orders and the total change order value.

Project Number 1

Project Name: Indiantown Connector Sidewalk

Description & year completed: Sidewalk construction and drainage
Improvement

Cashmere Blvd. Sidewalk Construction Project

Location: Indiantown, FL - Martin County
Client Name, Phone Number & Email: Martin County, Ken Vreeland (772) 298-3430
Value of Total Contract: \$716,000
Firm's Percentage of Total Contract: 90%
Number of Change Orders: none
Value of Change Orders: NA
Was Project Completed on Schedule: Yes
Was Project Completed within Budget? Yes

Project Number 2

Project Name: FDOT # 2525 - SR 121 Sidewalk
Description & year completed: Sidewalk construction and drainage
Improvements

Location: Gainesville, FL - Alachua County
Client Name, Phone Number & Email: FDOT - Van Margac - (352) 258-7199
Value of Total Contract: \$105,000
Firm's Percentage of Total Contract: 95%
Number of Change Orders: 1
Value of Change Orders: \$9,900
Was Project Completed on Schedule: Yes
Was Project Completed within Budget? Yes

Project Number 3

Project Name: FDOT # 2502 - SR 228 Sidewalk
Description & year completed: Sidewalk construction and
drainage Improvements

Location: Macedonny, FL - Baker County
Client Name, Phone Number & Email: FDOT - Joe Lovelace (386) 961-7214
Value of Total Contract: \$343,000
Firm's Percentage of Total Contract: 85%
Number of Change Orders: 0
Value of Change Orders: NA
Was Project Completed on Schedule: Yes
Was Project Completed within Budget? Yes

Project Number 4

Cashmere Blvd. Sidewalk Construction Project

Project Name: *FDOT # 2507 - CR 249 Sidewalk*

Description & year completed: *Sidewalk construction and Drainage Improvements*

Location: *Life Oak, FL - Suwannee County*

Client Name, Phone Number & Email: *FDOT - Tom Crossman (386) 961-7037*

Value of Total Contract: *\$248,000.*

Firm's Percentage of Total Contract: *97%*

Number of Change Orders: *1*

Value of Change Orders: *\$1,300.*

Was Project Completed on Schedule: *Yes*

Was Project Completed within Budget? *Yes*

Project Number 5

Project Name: *FDOT # 2466 - Basent Rd. Sidewalk*

Description & year completed: *Sidewalk Construction and Drainage Improvement*

Location: *Starke, FL - Bradford County*

Client Name, Phone Number & Email: *FDOT - Sandra Kitwood - (352) 391-4213*

Value of Total Contract: *\$292,000*

Firm's Percentage of Total Contract: *94%*

Number of Change Orders: *3*

Value of Change Orders: *\$14,000.*

Was Project Completed on Schedule: *Yes*

Was Project Completed within Budget? *Yes*

- 7. List subcontractors and major material suppliers for the project. Include the duties that will be assigned to them, email addresses and telephone numbers. Insert additional sheets if necessary. **Attach all licenses and certifications that qualify them to perform the work.**

No assumed subcontractors at this time

- 8. Status of current contracts. Please provide the name & number of current contracts as well as a sample list of the projects currently underway. *Hillsborough Blvd. - Contract # 2015-54 Sidewalk - City of North Port - \$269,525.00*
- 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

Cashmere Blvd. Sidewalk Construction Project

contract during the past five (5) years or been declared to be in default in any contract or been assessed liquidated damages in the last five (5) years? List the name of project, location, client, engineer, date and reason. Use additional pages if needed. *NONE*

Total Number of Projects where Failure to Complete Work Occurred: _____

Project Number 1

Project Name: _____

Project Location: _____

Client Name and Phone Number: _____

Engineer Name and Phone Number: _____

Date: _____

Reason: _____

Insert additional projects if needed.

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

Yes ()

No (✓)

If yes, please explain:

- 11. List any lawsuits pending or completed within the past five (5) years involving the corporation, partnership or individuals with more than ten percent (10 %) interest: *NONE*

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

- 12. List any judgments from lawsuits in the last five (5) years: *NONE*

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

- 13. List any criminal violations and/or convictions of the Proposer and/or any of its principals: *NONE*

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

[Signature]

Signature

President

Title

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) <i>Marquee Development, Inc</i>	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> 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.) <i>4901 Trousdale Rd.</i>		Requester's name and address (optional)
City, state, and ZIP code <i>Tampa, FL 33615</i>		
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					
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; height: 20px;"></td> </tr> </table>					
Employer identification number					
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; height: 20px; text-align: center;">59</td> <td style="width: 25%; height: 20px; text-align: center;">-</td> <td style="width: 25%; height: 20px; text-align: center;">3382032</td> <td style="width: 25%; height: 20px; text-align: center;"></td> </tr> </table>	59	-	3382032		
59	-	3382032			

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶ <i>[Signature]</i>	Date ▶ <i>01/11/16</i>
------------------	---	------------------------

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:

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

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

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

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

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

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

State of Florida

Board of Professional Engineers

Attests that

Garnett Solomon Craig, P.E.



Is licensed as a Professional Engineer under Chapter 471, Florida Statutes
Expiration: 2/29/2015 P.E. Lic. No. 43907
Auth. No. 228201525820



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

CGC1518689

ISSUED: 09/04/2014

CERTIFIED GENERAL CONTRACTOR
CRAIG, GARNETT SOLOMON
MARQUEE DEVELOPMENT INC

IS CERTIFIED under the provisions of Ch. 489 FS.
Expiration date AUG 31 2016 L1409040002405



Marion
County
FLORIDA

Marion County
Board of County Commissioners
Office of the County Engineer

412 SE 25th Ave.
Ocala, FL 34471
Phone: 352-671-8686
Fax: 352-671-8687

July 9, 2013

RE: Letter of Recommendation - Marquee Development

To Whom It May Concern:

Marquee Development has performed business with Marion County on the Marion Oaks Trails Sidewalk – Phase II project in May of 2011 and successfully completed the construction project with the expected quality and professionalism. Disputes and conflicts were resolved in an amicable manner with a partnership approach. Marquee Development was very responsive to the County's requests and directives.

I recommend Marquee Development, without any reservation.

Please do not hesitate to contact me at (352) 671-8686 if you need additional information or if you wish to discuss this matter further.

Sincerely,

A handwritten signature in black ink that reads "Michael O. Butzer".

Michael O. Butzer
Construction Manager

MOB/jlh

cc: File

"Meeting Needs by Exceeding Expectations"

www.marioncountyfl.org

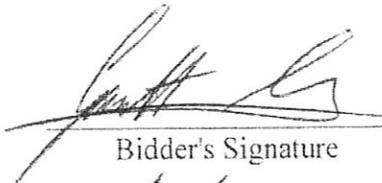
DRUG-FREE WORKPLACE FORM

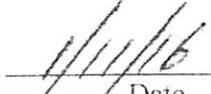
The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

Marquee Development, Inc. does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or Contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or Contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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


Bidder's Signature


Date

CITY OF PORT ST. LUCIE, FLORIDA
SEALED BID NO. 20160017
PROJECT TITLE: ~~Tiffany Avenue~~ Sidewalk Construction Project
Cashmere Blvd.
CONTRACTOR VERIFICATION FORM

THE FOLLOWING IS TO COMPLETED BY PRIME BIDDER:

Name of Firm: Marquee Development, Inc.

Corporate Title: _____

Address: 4801 Troydale Rd.
Tampa FL 33615
(Zip Code)

By: Garnett Craig President
(Print name) (Print title)

Garnett Craig
(Authorized Signature)

Telephone: (813) 758-4195

Fax: (813) 886-3942

State License # CGC 1518689 (ATTACH COPY)

County License # _____ (ATTACH COPY)

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

Type of License: General Contractor

Unlimited Yes (yes/no)

If "NO", Limited to what trade? _____

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

SEALED E-BID NO. 20160017

PROJECT TITLE: ~~Tiffany Avenue Sidewalk Construction Project~~

Cashmere Blvd (C)

State of Florida

County of Hillsborough

Garnett Craig, being first duly sworn, disposes and says that:
(Name/s)

1. They are President of Marquee Development, 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

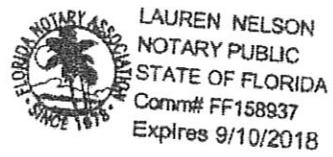
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) [Signature]
(Title) President

STATE OF FLORIDA
COUNTY OF ~~St. Lucie~~ Hillsborough

The foregoing instrument was acknowledged before me this January 12, 2016
(Date)

by: Garnett Craig who is personally known to me or who has produced
FDL E 620-29761132-1 as identification and who did (did not) take an oath.



[Signature]
Notary (print & sign name)
Commission No. 09/10/2018



"A City for All Ages"

VENDOR CODE OF ETHICS

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

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

practices. In addition, Vendors must require their suppliers (including temporary labor agencies) to do the same. Vendors must conform their practices to any published standards for their industry. Compliance with laws, regulations and practices include, but are not limited to the following:

- Obtaining and maintaining all required environmental permits. Further, Vendor will endeavor to minimize natural resource consumption through conservation, recycling and substitution methods.
- Providing workers with a safe working environment, which includes identifying and evaluating workplace risks and establishing processes for which employee can report health and safety incidents, as well as providing adequate safety training.
- Providing workers with an environment free of discrimination, harassment and abuse, which includes establishing a written antidiscrimination and anti-bullying/harassment policy, as well as clearly noticed policies pertaining to forced labor, child labor, wage and hours, and freedom of association.

Name of Organization/Proposer

Marquee Development, Inc.

Signature

Garnett Crain

Printed Name and Title

Garnett Crain / President

Date

1/11/16

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

CHECKLIST

BID # 20160017

PROJECT TITLE: Cashmere Boulevard Sidewalk Construction Project

Name of Bidder: Marquee Development, Inc

This checklist is provided to assist Bidders in the preparation of their bid response. Included in this checklist are important requirements that are the responsibility of each Bidder to submit with their response in order to make their bid response fully compliant. This checklist is only a guideline -- it is the responsibility of each Bidder to read and comply with the Invitation to Bid in its entirety.

- Bid Reply Sheet #20160017 with proper signatures upload to Demandstar.
- E-Bid Reply Excel Spreadsheet – Schedule A uploaded to Demandstar.
- Drug-Free Workplace Form uploaded to Demandstar.
- 5% Bid Security uploaded to Demandstar and mailed in within five (5) business days after the opening or the bid may be considered non-responsive.
- All pricing has been mathematically reviewed and all corrections have been initialed.
- Each Bid Addendum (when issued) is acknowledged on the E-Bid Reply Sheet #20160017.
- W-9 as per Section 1.13 uploaded to Demandstar.
- Copy of Insurance Certificate in accordance with Section VIII of the Sample Contract uploaded to Demandstar.
- Copy of appropriate State license, City licenses and any certifications to perform the proposed work in the City of Port St. Lucie uploaded to Demandstar. Including all subcontractors licenses.
- Has reviewed the Contract and accept all City Terms and Conditions.
- Contractor's Questionnaire uploaded to Demandstar.
- Required forms: Non-Collusion Affidavit of Prime Bidder; List of Current Contracts; Vendor Code of Ethics and Contractor Verification Form. All forms are to be uploaded to Demandstar.
- List of all sub-contractors (Use the Questionnaire for providing all sub-contractors). All requested information is to be uploaded to Demandstar.
- Copy of the Checklist uploaded to Demandstar.

THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET

SOLICITATION REQUEST

Department: Public Works Department Technical Specialist: Edith Majewski Extension: 4291

Item/Description of Work Summary: (This is the scope of work and is not to be included in the technical specifications) The construction of a six foot wide concrete sidewalk on the east side of Cashmere Boulevard from the Charter School to Westgate K-8 School.

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

Date plans received approval by City Building Department N/A
 Estimated time frame for completion of project after award 2 months
 Replacement: [] Yes [X] No Total Project Budgeted Amount: \$250,000.00
 If professional services what is the estimated construction cost _____ Any grant funds being used for consultants No construction No Type of Grant _____
 Liquidated damages amount (for construction only); _____
If not budgeted, authorization from Director of OMB is required.

Account Number	Fund	Cost Center	Object Code	Project
304-4105-563000-Y1420	304	4105	563000	Y1420

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

Bidder Name	Address	E Mail	Contact Person

Reason for purchase or service:

If digging or trenching is required what is the depth? _____

If work is in water, what is the depth? _____ Is the water navigable? _____

If this is a building, how many stories? _____

Jamie E. Anstadt
 Department Head Approval

10/14/15
 Date

REQUEST FOR SEALED E-BID

Request for Sealed Electronic Bid #20160017 for the Cashmere Blvd. Sidewalk Construction Project will be received by the City of Port St. Lucie, in the Procurement Management Department, 3rd Floor, Suite 390, Bldg "A" of the Municipal Complex, at 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984-5099, until 3:00:00 p.m. on January 12, 2016. Specifications may be obtained from DemandStar by Onvia, telephone (800) 711-1712, or from the Procurement Management Department. A Bid package received from any other source is at the vendor's risk.

Billing for this advertisement must be sent to:

City of Port St. Lucie
 Procurement Management Department
 121 SW Port St. Lucie Boulevard
 Port St. Lucie, FL 34984-5099

This advertisement is to run on:

Tuesday, December 15, 2015

This section for Procurement Management Department use only.

Advertisement placed by: Robyn Holder, CPPB

Telephone Number: 772-344-4293 Fax Number: 772-871-7337

(place an 'x' in the box below for the appropriate newspaper)

Tribune	Date:	1st Ad	2nd Ad
Post	Date:	1st Ad	2nd Ad

Fax to 600-1450 or

E-mail to: stlucielegals@tcpalm.com

Sales Rep: Linda Klein (T9103)

Phone: (772) 692-8966

Email: linda.klein@tcpalm.com

> Account Information

Date: 12/09/15

Account Number: 434020 (T11515278)

Name: CITY OF PORT ST LUCIE

Contact:

Email: robinl@cityofpsl.com

Address: 121 SW PORT ST LUCIE BLVD, PORT ST LUCIE, FL,
34984

Phone: (772) 344-4390

Fax: (000) 000-0000

> Insertion Information

This is a proof of your ad scheduled to run on the dates indicated below.

Please confirm placement prior to deadline by contacting your account rep at (772) 692-8966 .

Ad Id: 838514 P.O. No.: Bid 20160017 Total Cost: \$40.56

Tag Line: Request for Bid: 20160017/Cashmere

Start Date: 12/15/15

Stop Date: 12/15/15

Number of Times: 1

Class: 16260 - Request for Bids

Publications: TC-TC News-Press-Tribune, TC-Internet tcpalm.com

Thank you for your business. Our commitment to a quality product includes the advertising in our publications. As such, Journal Media Group reserves the right to categorize, edit and refuse certain classified ads. Your satisfaction is important. If you notice errors in your ad, please notify the classified department immediately so that we can make corrections before the second print date. The number to call is 877-247-2407. Allowance may not be made for errors reported past the second print date. The Treasure Coast Newspapers may not issue refunds for classified advertising purchased in a package rate; ads purchased on the open rate may be pro-rated for the remaining full days for which the ad did not run.

I agree this ad is accurate and as ordered.

REQUEST FOR SEALED E-BID

Request for Sealed Electronic Bid #20160017 for the Cashmere Blvd. Sidewalk Construction Project will be received by the City of Port St. Lucie, in the Procurement Management Department, 3rd Floor, Suite 390, Bldg "A" of the Municipal Complex, at 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984 5099, until 3:00:00 p.m. on January 12, 2016. Specifications may be obtained from Demand-Star by Onvia, telephone (800) 711-1712, or from the Procurement Management Department. A Bid package received from any other source is at the vendor's risk.
Pub: December 15, 2015
TCN 838514

**SEALED ELECTRONIC BID (E-BID) DOCUMENTS
FOR**



CITY OF PORT ST. LUCIE

**CASHMERE BOULEVARD SIDEWALK
CONSTRUCTION PROJECT**

**Sealed Electronic Bid # 20160017
(E-BID)**

Prepared by:
Robyn Holder, CPPB
City of Port St. Lucie
Procurement Management Department
Phone: 772-344-4293 Fax: 772-871-7337
Email: rholder@cityofpsl.com

TABLE OF CONTENTS

<u>Description</u>	<u>Page</u>
Invitation To Bid	3
Intent	5
General Requirements	5
Specific Requirements	10
Additional Information	11
Bid Reply Form	12
Contractor's Questionnaire	15
Sample Contract	19
Forms	
Drug Free Workplace Form	35
Contractor Verification Form	36
Non-collusion Affidavit of Prime Bidder	37
Vendor Code of Ethics	38
Checklist	40
Attachments:	
A – Construction Plans	1 - 25

INVITATION TO BID

Sealed Electronic Bid (E-Bid) #20160017 for the Cashmere Boulevard Sidewalk Construction Project will be received by the City of Port St. Lucie, in the Procurement Management Department, 3rd Floor, Suite 390, Building "A" of the Municipal Complex located at 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984-5099, until **January 12, 2016 at 3:00:00 P.M. EST.**

Each Bidder(s) must deposit with his/her bid, a bid bond, or bid guaranty, in the amount five percent (5%) of the total price, made payable to the City of Port St. Lucie. Bid Bond shall be either a certified check, cashier's check, Irrevocable Letter of Credit from a solvent national or state bank, or Bid Bond issued by a Surety licensed to conduct business in the State of Florida. Surety shall have a rating of A or A+ by "Best's Rating Guide". The Bid Bond must be scanned and uploaded onto DemandStar.com along with all other required documents, thus showing evidence that a Bid Bond was obtained. Bidders will send the **ORIGINAL** Bid Bond to the City immediately after the opening date. The original Bid Bond is to be received within **five (5) business days** of the opening or the bid may be deemed non-responsive. The accepted Contractor's security will be retained until execution of the Contract. The City will retain the remaining Contractors' security until a Contract has been executed, or until ninety (90) calendar days after the quote opening date, whichever is shorter.

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

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

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

The City reserves the right to extend the bid opening date when no responses or only one (1) response is received. Receipt of a bid in any other form does not satisfy this requirement. **No hard copies will be accepted.**

Submit all questions in writing concerning procedures for responding to this bid or regarding the Contract Documents, to Robyn Holder, CPPB in the City of Port St. Lucie Procurement Management Department, 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida 34984, Phone (772) 344-4293, Fax (772) 871-7337, and email: rholder@cityofpsl.com . The City will not be responsible for oral clarification of questions. Questions received after **January 5, 2016** may not be answered, and will not be cause for additional compensation. To ensure fair consideration for all Bidders, it must clearly understand that Ms. Holder is the only individual authorized to represent the City during the bidding and contract award time frame.

Questions submitted to any other person in any department, including the Mayor, will not be addressed. Questions will be answered in the form of an addendum. The Bidder(s), in turn, shall acknowledge receipt of the addendum by listing the Addendum number and the date of issuance in the submittal of his/her bid. The City will not be responsible for any interpretation, other than those transmitted by addendum to the bid, made or given prior to the bid award. The Bidder(s) is responsible for verifying they have received all Bid Addenda.

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

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

Documents required for this E-Bid:

- E-Bid Specifications, pages 1 - 41.
- E-Bid Reply Sheet #20160017, pages 12 - 14 (included in E-Bid Specifications)
- E-Bid Reply Excel Spreadsheet, page 1 (not included in E-Bid Specifications)
- Attachment A – Construction Plans, prepared by Captec Engineering, Inc., pages 1 – 25 (not included in E-Bid Specifications)

Robyn Holder, CPPB
Procurement Manager

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

Balance of page left intentionally blank

SEALED BID # 20160017

**Cashmere Boulevard Sidewalk Construction Project
From the Charter School to Westgate K-8 School**

INTENT

The City of Port St. Lucie desires to obtain quotations from qualified individuals, firms, and legal entities relative to the Cashmere Boulevard Sidewalk Construction Project from the Charter School north to Westgate K-8 School. The Contract period is estimated at ninety (90) calendar days with no renewal option.

It is the intent of the City to enter into a unit price contract with one (1) qualified Contractor to provide all of the labor, supervision, equipment, machinery, tools, materials, permits, transportation, utilities, and other incidentals required to complete the work in accordance with the Contract Documents. All work shall be in accordance with the Construction Plans prepared by Captec Engineering, Inc. dated September 3, 2015 consisting of pages 1 – 25.

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

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

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

1. GENERAL REQUIREMENTS

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

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

1.3 Examination of Drawings, Site and Contract Documents - Bidders shall thoroughly examine these specifications and all other drawings, documents or other materials referred to herein and conduct such investigations and visits as may be necessary to thoroughly inform themselves regarding existing plant, facility, personnel and other conditions relative to compliance with this specification. Before submitting bids, each Bidder(s) is recommended to visit the location of the proposed work to fully understand the existing site/surface/subsurface/above surface conditions, and examine the Contract Documents, to become familiar with all provisions affecting the work. Failure to fully understand the existing site conditions, or Contract Documents, will not relieve the contractual obligations or be cause for additional compensation.

No plea of ignorance by the Bidder of conditions that exist or may hereafter exist, as a result of failure or omission on the part of the Bidder to make said investigations and visits, and/or failure to fulfill in every detail the requirements of this specification and documents promulgated therein, will be accepted as a basis for varying the requirements of the City or the compensation of the Bidder(s).

It is the responsibility of the Bidder(s) to consider federal, state, and local laws and regulations that may affect cost, progress, performance or furnishing of the work; to study and carefully correlate Bidder's knowledge and observations with the Contract Documents and such other related data; and to promptly notify Engineer of all conflicts, errors, ambiguities or discrepancies, which any Bidder has discovered in or between the Contract Documents and such other related documents.

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

1.5 Qualifications - Bidders shall have the necessary organization, experience, capital, license, certification and equipment to carry out the provisions of the Contract to the satisfaction of the City. Bidders must submit all licenses and certifications required to perform this project with the E-Bid Reply Sheet #20160017. **It is the Bidder's responsibility to verify with the City's Building Department that they possess the proper City license necessary to perform the work prior to submitting a bid for this project.** Five (5) references shall be listed in the Questionnaire from existing firms in Florida to which it has provided these types of services in the past or with which it is under Contract for such services presently and the names of company representatives who may be contacted for references shall be furnished. The City of Port St. Lucie shall **NOT** be used as a reference. References are subject to verification by the City and will be utilized as part of the award process. If requested, performance history, list of projects recently completed and in process, major equipment available for this project and experience of the principal members of the Bidder's organization must be furnished within seven (7) days.

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

- ◆ Have sufficient financial resources to complete the order
- ◆ Can meet quoted delivery considering all other business commitments
- ◆ Has a satisfactory record of performance
- ◆ Has adequate staffing to fulfill requirements
- ◆ Has the necessary production, technical equipment and facilities (or ability to readily obtain them)
- ◆ Has necessary organization experience, operational controls, and technical skills (or ability to readily obtain them)
- ◆ Bidder is a manufacturer, supplier, authorized distributor or vendor for the requirement

- ◆ The Bidder is qualified and eligible to receive an award under applicable laws and regulations
- ◆ Has bid within a competitive price range in relation to the needed goods, services or construction
- ◆ The skill and experience demonstrated by the Bidder in performing contracts of a similar nature
- ◆ The Bidder's past performance with City
- ◆ Has met all requirements of the solicitation (delivery, quality and price)
- ◆ Has met bounds of commonality. Absolute conformity is not required, just substantial or material compliance
- ◆ Has met bid security requirements. Lack of security, where required, is a material nonconformity
- ◆ Price: The element of price is but one of the criteria elements. When considering a proposal:
The City will evaluate the pricing offered by the Bidder; consider lifecycle costing, and depreciation
- ◆ Determine what proposal provides the best value to the City for the selected items
- ◆ City Ordinance Section 35.12 Local Preference will apply
- ◆ Award will be based on Line Items 1 – 19 that represents the best value to the City

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

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

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

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

1.6.4 Tie Bid Statement - If there are identical tie bids, in accordance with Section 287.087, Florida Statutes, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids are equal with respect to price, quality, and service are received by the City for the procurement of commodities or Contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Please submit the form that is enclosed with your bid response.

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

1.8 Submittal of E-Bid - Unless otherwise provided herein, all bids shall be submitted by completing and returning the E-Bid Reply Sheet and any other documentation that is required by this bid. The E-Bid Reply Sheet #20160017 should be typed or printed and signed in blue ink. The individual signing the bid must initial all changes. All submittals are required to be electronic and preferably contained in two (2) file. **No hard copies will be accepted.**

- A. Request Bid Specifications, #20160017 from Onvia, via phone 800-711-1712 or via internet www.cityofpsl.com
- B. Download the E-Bid Reply Sheet #20160017 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 #20160017.

File #1 – Upload the Excel Spreadsheet in Excel Format:

- D. Enter total price on E-Bid Reply Sheet #20160017. Totals shall agree with the E-Bid Reply Excel Spreadsheet that are to be uploaded at time of submittal. Discrepancies between the E-Bid Reply Excel Spreadsheet uploaded on Demandstar, the dollar amounts listed on the web page at time of submittal and the E-Bid Reply Sheet #20160017 uploaded on Demandstar will be resolved in favor of the E-Bid Reply Excel Spreadsheet that is uploaded at time of submittal. Upload the E-Bid Reply Excel Spreadsheet on Demandstar as File #1.
- E. Electronically sign the E-Bid Reply Sheet #20160017 where indicated.

File #2:

- F. Upload and submit the E-Bid Reply Sheet #20160017, Contractor's Questionnaire, Non-Collusion Affidavit of Prime Bidder, Contractor Verification Form, 5% Bid Bond (to be received within five (5) business days after the opening or your bid may will be deemed non-responsive), Insurance Certificate(s), Drug Free Workplace Form, W-9 Form, Vendor Code of Ethics, and the Checklist onto Demandstar by the due date and time. Acknowledge all Addenda on the E-Bid Reply Sheet #20160017. YOU MUST PRESS THE "SUBMIT RESPONSE" button on the second page for your bid to be received.

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

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

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

1.9 Execution of Contract or Purchase Order - The Bidder will be required to execute a Standard City Contract within ten (10) days after notification by the City that Contract is available and thereafter comply with the terms and conditions contained therein. The Bidder shall execute the Contract, deliver the required Insurance Certificates and other documentation as required by the bid. The City will execute the Contract however, it is agreed and understood that the City will not be bound by the Contract unless and until it has been executed by the City Manager and a purchase order or a Visa order form has been issued.

1.9.1 Failure to Execute Contract – Failure on the part of the Bidder to execute the Contract and/or punctually deliver the required Insurance Certificates and other documentation may be justification for the annulment of the award.

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

The successful Bidder(s) shall provide a listing of all subcontractors, suppliers, and other persons and organizations (including those who are to furnish the principal items of material and equipment), other than those identified in the Bid Reply, to the City within ten (10) days after the bid opening. Such list shall be accompanied by an experience statement for each such subcontractor, supplier, person or organization if requested by City. The City, after due investigation, has reasonable objection to any proposed subcontractor, supplier, other person or organization, may, before the Notice of Award is given, request apparent successful Bidder to submit an acceptable substitute without an increase in Bid price.

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

1.11 Public Entity Statement - A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business

with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

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

1.12 Permits – The selected Bidder shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation. Certain aspects of construction may not be allowed to occur until after these permits have been obtained. All building permits, licenses and certificates of inspection issued in connection with the work shall be delivered to the Engineer and the City with successful Bidder(s) application for final payment. All permit fees shall be included in the contract amount and paid by the successful Bidder(s).

1.12.2 There are no City permits required for this work.

1.13 The Bidders shall be required to complete a **W-9 Taxpayer Identification Form**, provided with the City's contract, and return it with their bid package.

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

1.15 Intent to Perform – The selected Bidder must agree that time is of the essence and that all requirements stated in these specifications are critical as it relates to the time of performance. Submittal of a bid shall be prima facie evidence of the Bidder's intent to comply with this specification.

2. SPECIFIC REQUIREMENTS

2.1 Samples - Samples of items, when required, must be furnished free of expense and, if not destroyed, will upon request, be returned at the Bidder's expense. Request for the return of samples must be made within thirty (30) days following opening of bids. Each individual sample must be labeled with Bidder's name, bid number, and item number. Failure of Bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to the Procurement Management Department.

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

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

2.4 Return of Bid Guaranty - After the bid submissions have been reviewed and evaluated, the Purchasing Agent may, at his/her discretion, return the guaranty deposit accompanying such proposals as in his/her judgment, based on evaluation, would not be considered in making the award. All other proposal guaranties will be held until the Contract has been executed, after which bid guaranty will be returned to the respective Bidder's whose proposals they accompanied.

3. ADDITIONAL INFORMATION

3.1 Additional Bonding Requirements – N/A

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

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

(Balance of page intentionally left blank.)

E-Bid Reply Sheet #20160017

Cashmere Boulevard Sidewalk Construction Project From the Charter School to Westgate K-8 School

1. **COMPANY NAME:** _____

DIVISION OF: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

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

CONTACT PERSON: _____ E-MAIL: _____

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

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

President

Vice President

Treasurer

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

Is firm a minority business: Yes--No; Does firm have a drug-free workplace program: Yes--No
If no, is your company planning to implement such a program? _____

Is the firm claiming Local Preference under Chapter 35.12? Yes -- No

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

Addendum Number	Date Issued	Addendum Number	Date Issued

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

5. BID RESPONSE:

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

(please circle one)

5.2 Percentage of discount when payment is made with Visa: _____ %

*Please Note: The City has implemented a **Purchasing Card Program**. The Bidder can take advantage of this program and in consideration receive payment within several days instead of the City's payment policy. Any percentage off the bid price for the acceptance of Visa will be consideration in the bid award. If no such percentage is given, the City shall assume zero (0) percent discount applies.*

5.3 Bid Reply Total from Schedule "A" on Lines #1 - 20: \$ _____

(This figure must match the E-Bid Reply Excel Spreadsheet and the figure that is to be used on the Demandstar web page. Discrepancies between the E-Bid Reply Excel Spreadsheet uploaded on Demandstar, the dollar amount listed on the web page at time of submittal and the E-Bid Reply Sheet #20160017 uploaded on Demandstar will be resolved in favor of the E-Bid Excel Spreadsheet that is uploaded at time of submittal.)

Reference Use Only- Use E-Bid Reply Excel Spreadsheet to reply to this Bid

Schedule A

Item Number	Pay Item Number	Pay Item Description	Quantity	Unit
Roadway				
1	101-1	Mobilization	1	LS
2	101-1-A	Mobilization (Staking, As-Builts)	1	LS
3	102-1	Maintenance of Traffic	1	LS
4	104-10-3	Staked Silt Fence	500	LF
5	110-1-1	Clearing and Grubbing	1.95	AC
6	120-1	RegularExcavation	546	CY
7	120-6	Embankment	30	CY
8	160-4	Type B Stabilization	4870	SY
9	430-174-115	15" HDPE Pipe	62	LF
10	430-982-123	Mitered End Section (15" Round)	3	EA
11	425-1-529	Modify Existing Inlet (Add Riser)	1	EA
12	520-2-4	Type D Curb	30	LF
13	520-1-10	Type F Curb	60	LF
14	522-1	Concrete Sidewalk (4" Thick) (Includes ADA)	3507	SY
15	522-2	Concrete Sidewalk (6" Thick) (Includes ADA)	144	SY
16	527-2	Detectable Warning (Sawcut & Reconstruct)	150	SF

17	570-1-2	Performance Turf, Sod	6400	SY
18	700-1-50	Single Post Sign Relocate	4	EA
19	711-11-123	Thermoplastic (Standard)(White)(Solid)(12")	566	LF
20	711-11-125	Thermoplastic (Standard)(White)(Solid)(24")	63	LF

Bidders are cautioned that the anticipated quantities used for this computation will be estimates. The City makes no guarantee as to the actual quantity that will be utilized during the Contract period. A unit price for each item shall be offered shall be shown, and such price shall include packing and shipping unless otherwise specified. A total shall be entered in the "Total" column for each separate item. In case of discrepancy between the unit price and the extended price, the unit price will supersede. The total amount shall be entered on line 5.3 above and entered on the Demandstar web page. The City reserves the right to split the award, if in the City's opinion such a split is in the best interest of the City.

6. INSURANCE/CERTIFICATES/LICENSE - Bidders are required, in accordance with Bid document Section VIII, to submit a copy of their Insurance Certificate for the type and dollar amount of insurance they currently maintain. Bidders are required to submit all licenses and certifications required to perform construction of this project.

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

8. CERTIFICATION

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

Signature Date

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

Signature Title

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

Balance of page left intentionally blank

CONTRACTOR'S QUESTIONNAIRE

It is understood and agreed that the following information is to be used by the City to determine the qualifications of prospective Contractor to perform the work required. The Contractor waives any claim against the City that might arise with respect to any decision concerning the qualifications of the Contractor.

The undersigned attests to the truth and accuracy of all statements made on this questionnaire. Also, the undersigned hereby authorizes any public official, Engineer, Surety, bank, material or equipment manufacturer, or distributor, or any person, firm or corporation to furnish the City any pertinent information requested by the City deemed necessary to verify the information on this questionnaire.

Dated at _____, this _____ day of _____, 2016
(Location)

Name of Organization/Contractor: _____

By: _____
Name and Title

1. Corporation, Partnership, Joint Venture, Individual or other? _____
2. Firm's name and main office address, telephone and fax numbers

Name: _____

Address: _____

Telephone Number: _____

Fax Number: _____

3. Contact person: _____ Email: _____

4. Firm's previous names (if any). _____

5. How many years has your organization been in business? _____

6. List five (5) sidewalk construction projects similar to this project completed by your firm along with a brief description of project, location of project, client name, client phone number, value of contract, your firm's percentage of the total contract value, as well as the number of change orders and the total change order value.

Project Number 1

Project Name: _____

Description & year completed: _____

Location:

Client Name, Phone Number & Email:

Value of Total Contract:

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

Project Number 2

Project Name:

Description & year completed:

Location:

Client Name, Phone Number & Email:

Value of Total Contract:

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

Project Number 3

Project Name:

Description & year completed:

Location:

Client Name, Phone Number & Email:

Value of Total Contract:

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

Project Number 4

Project Name:

Description & year completed:

Location:

Client Name, Phone Number & Email:

Value of Total Contract:

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

Project Number 5

Project Name:

Description & year completed:

Location:

Client Name, Phone Number & Email:

Value of Total Contract:

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

- 7. List subcontractors and major material suppliers for the project. Include the duties that will be assigned to them, email addresses and telephone numbers. Insert additional sheets if necessary. **Attach all licenses and certifications that qualify them to perform the work.**

- 8. Status of current contracts. Please provide the name & number of current contracts as well as a sample list of the projects currently underway.

- 9. Has the Proposer or any principals of the applicant organization failed to qualify as a responsible Contractor; refused to enter into a contract after an award has been made; failed to complete a

contract during the past five (5) years or been declared to be in default in any contract or been assessed liquidated damages in the last five (5) years? List the name of project, location, client, engineer, date and reason. Use additional pages if needed.

Total Number of Projects where Failure to Complete Work Occurred: _____

Project Number 1

Project Name: _____

Project Location: _____

Client Name and Phone Number: _____

Engineer Name and Phone Number: _____

Date: _____

Reason: _____

Insert additional projects if needed.

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

Yes () No ()

If yes, please explain:

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

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

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

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

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

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

Signature

Title

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

**CITY OF PORT SAINT LUCIE
CONTRACT #20160017**

This CONTRACT, executed this _____ day of _____, 2016, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and *name of Contractor, address, Telephone No. () _____ Fax No. () _____*, hereinafter called "Contractor", party of the second part.

RECITALS

In consideration of the below agreements and covenants set forth herein, the parties agree as follows:

**SECTION I
NOTIFICATIONS**

As used herein the Project Manager shall mean:

Edith Majewski, or her designee.
City's Public Works Department
121 SW Port St. Lucie Blvd.
Port St. Lucie, Fl. 34984
Telephone: (772) 344-4291 Fax: (772) 871-5289
Email: emajewski@cityofpsl.com

As used herein the Contract Administrator shall mean:

Robyn Holder, CPPB
City of Port St. Lucie Procurement Management Department
121 SW Port St. Lucie Blvd.
Port St. Lucie, Fl. 34984
Telephone: (772) 344-4293 Fax: (772) 871-7337
Email: rholder@cityofpsl.com

As used herein the Contractor for this project shall mean: TBD

**SECTION II
DESCRIPTION OF SERVICES TO BE PROVIDED**

The specific work that the Contractor has agreed to perform pursuant to the Bid Specifications #20160017, **Cashmere Boulevard Sidewalk Construction from the Charter School north to Westgate K-8 School** including all Attachments, all Addenda, Construction Plans, sheets #1 through #25 and all other restrictions and requirements are incorporated by this reference.

Scope of Work: The project is to construct approximately one (1) mile of six (6) foot wide concrete sidewalk. The sidewalk will be constructed on the east side of Cashmere Boulevard from the Charter School to Westgate K-8 School. The work for this project includes, but not limited to:

- Sediment and Erosion Control
- Surveying
- Clearing and Grubbing
- Earthwork
- Drainage
- Signage
- Concrete Work
- Sodding
- Preparation of Record Drawings
- All work necessary to complete the project as shown and described in the Contract Plans prepared by Captec Engineering, Inc. dated September 3, 2-15 consisting of sheets 1 – 25.

Hours of Service - The standard hours of work allowed in the City of Port St. Lucie’s right-of-way are from 8:00 a.m. to sundown Monday through Friday. Any work performed by the Contractor outside of the aforementioned time limit requires special authorization by the City and requires that the Contractor obtain a noise permit from the City Police Department. All equipment operated at night shall comply with the noise levels established by the City of Port St. Lucie noise ordinance. Any additional costs associated with work outside of the hours of work allowed shall be borne by the Contractor. This shall include, but not be limited to costs of inspection, testing, police assistance, and construction administration.

All night, Saturday, Sunday, and/or Holiday work must be authorized by the City and requires that the Contractor obtain a noise permit from the City Police Department. All night work within the City’s right-of-way requires a minimum forty eight (48) hour prior notice to the City. This clause shall not pertain to crews organized to perform maintenance work on equipment or to operate and maintain special equipment such as dewatering pumps, which may be required to work twenty four (24) hours per day.

**SECTION III
TIME OF PERFORMANCE**

The Contract Period start date will be _____, 2016 and will terminate ninety (90) calendar days thereafter on _____, 2016. The Contractor will be required to commence work under this Contract within ten (10) calendar days after the start date identified in this Contract. In the event all work required in the bid specifications has not been completed by the specified date, the Contractor agrees to provide work as authorized by the Project Manager until all work specified in the bid specifications has been rendered. Written requests shall be submitted to the Project Manager for consideration of extension of completion time due to strikes, unavailable materials, or other similar causes over which the Contractor feels he has no control. Requests for time extensions shall be submitted immediately but in no event more than two (2) weeks upon occurrence of conditions, which, in the opinion of the Contractor, warrant such an extension with reasons clearly stated and a detailed explanation given as to why the delays are considered to be beyond the Contractor’s control.

**SECTION IV
RENEWAL OPTION**

Not applicable to this Contract.

**SECTION V
COMPENSATION**

The total amount to be paid by the City to the Contractor is on a per unit price basis listed on Schedule "A" for a total amount of \$_____, plus a one-time ten-dollar (\$10.00) payment for indemnification as provided in Section VIII herein. Payments will be disbursed in the following manner:

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

Progress Payments- The City may make partial payment during the progress of the work as follows: Partial payments, calculated from quantities of work in place multiplied by the Contract unit prices will be made in thirty (30) days after the receipt of the Pay Request. Partial Release of Liens from all Contractors, subcontractors, suppliers for materials and sub-sub contractors are to be attached to each Pay Request.

Acceptance and Final Payment - Upon receipt of written notice that the work is ready for final inspection and acceptance, the City will promptly make such inspection. When City finds the work acceptable under the terms of the Contract and the Contract is fully performed the entire balance will be due the Contractor and will be paid to the Contractor in thirty (30) calendar days. Such final payment to the Contractor shall be subject to the covenants in the Contract's Standard Specifications and any liquidated damages will be assessed against the Contractor at that time.

Before issuance of final payment, the Contractor shall submit evidence that all payrolls, material bills and other indebtedness connected with the work have been satisfied and paid in full. Final Release of Liens from all contractors, subcontractors, suppliers for materials and sub-sub contractors are to be attached to the final invoice.

Invoices for services shall be submitted once a month, by the tenth (10th) day of each month, and payments shall be made in thirty (30) days unless Contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made in thirty (30) calendar days of receipt of Contractor's valid invoice, provided that the invoice is accompanied by adequate supporting documentation, including any necessary partial release of liens, and is approved by the Project Manager as required under Section XIII of the Contract.

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

All invoices and correspondence relative to this Contract must contain the City's contract number and Purchase Order number and/or Visa Authorization number.

The Contractor shall not be paid additional compensation for any loss or damage, arising out of the nature of the work, from the action of the elements, or from any delay or unforeseen obstruction or difficulties

encountered in the performance of the work, or for any expenses incurred by or in consequence of the suspension or discontinuance of the work.

SECTION VI WORK CHANGES

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the contract price and time for completion. All changes will be authorized by a written change order approved by the Procurement Department Director, or her designee. Work shall be changed and the contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the contract price resulting in a credit or a charge to the City shall be at cost. Any dispute concerning work changes which is not resolved by mutual agreement shall be decided by the City Manager who shall reduce the decision to writing. The decision of the City shall be final and conclusive. Any and all changes in the amount of \$25,000.00 or higher per fiscal year require City Council approval and must be signed by the City Manager or his designee as representing the City.

SECTION VII CONFORMANCE WITH BID

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

SECTION VIII INDEMNIFICATION/INSURANCE

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

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

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City

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

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

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

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

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

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

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured added to its

Cashmere Blvd. Sidewalk Construction Project

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 #20160017 – Cashmere Boulevard Sidewalk Construction Project shall be listed as additionally insured.**". The Certificate of Insurance and policy shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage shall be attached to the Certificate of Insurance. All independent contractors and subcontractors utilized in this project shall furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

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

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

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

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

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

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

Payment & Performance Bonds: The Contractor, if required, shall furnish an acceptable recorded Performance and Payment Bond complying with the statutory requirements set forth in Section 255.05, Florida Statutes, in the amount of one hundred (100%) percent of the Contract price. A fully authorized Surety, licensed by the State of Florida shall execute the Performance and Payment Bond. The Performance and Payment Bond shall remain in full force and effect a minimum of one (1) year after the work has been completed and the work has been accepted by the City and final payment has been made.

Should the Surety become irresponsible during the time the Contract is in force, the City may require additional and sufficient sureties and the Contractor shall furnish same to the satisfaction of the City within ten (10) days after written notice to do so. In default thereof, the Contract may be suspended as herein provided.

**SECTION IX
ACTS OF GOD**

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

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

**SECTION X
PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS**

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

**SECTION XI
COMPLIANCE WITH LAWS**

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

**SECTION XII
CLEANING UP**

Contractor shall, during the performance of this Contract, remove and properly dispose of resulting dirt and debris, and keep the work area reasonably clear. On completion of the work, Contractor shall remove all

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

SECTION XIII INSPECTION AND CORRECTION OF DEFECTS

In order to determine whether the required material has been delivered or the required work performed in accordance with the terms and conditions of the Contract documents, the Project Manager shall make inspection as soon as practicable after receipt from the Contractor of a Notice of Performance or delivery ticket. If such inspection shows that the required material has been delivered and required work performed in accordance with terms and conditions of the Contract documents and that the material and work is entirely satisfactory, the Project Manager shall approve the invoice when it is received. Thereafter the Contractor shall be entitled to payment, as described in Section V. If, on such inspection the Project Manager is not satisfied, he shall as promptly as practicable inform the parties hereto of the specific respects in which his findings are not favorable. Contractor shall then be afforded an opportunity if desired by him, to correct the deficiencies so pointed out at no additional charge to the City, and otherwise on terms and conditions specified by the Project Manager. Upon failure of the Contractor to perform the work in accordance with the Contract Documents, including any requirements with respect to the Schedule of Completion, and after five (5) days written notice to the Contractor, the City may, without prejudice to any other remedy he may have, correct such deficiencies. The Contractor shall be charged all costs incurred to correct deficiencies. Such examination, inspection, or tests made by the Project Manager, at any time, shall not relieve Contractor of his responsibility to remedy any deviation, deficiency, or defect.

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

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

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

Repair or Replacement - Should any defect appear during the warranty period, the Contractor shall, at their own expense, have repaired or replaced such item upon receipt of written notice from the City of said defect.

Said repair or replacement must be accomplished within fourteen (14) calendar days after receipt of notification from the City of the defect.

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

SECTION XIV ADDITIONAL REQUIREMENTS

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

The City shall be listed as an original owner on all manufacturers' warranties, if any, for materials and services. The warranties shall include a load rating at the end of construction that meets or exceeds AASHTO and Department standards and requirements.

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

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

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

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

Dress Code – All personnel in the employ of the selected Contractor shall be appropriately attired. Employees engaged in the course of work shall wear company uniforms neat and clean in appearance, readily identifiable to all City employees and the public. No tee shirts with obscene pictures or writings will

be allowed. Swimsuits, tank tops, shorts and sandals are also prohibited. Safety toed shoes shall be worn at all times.

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

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

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

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

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

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

Standard Production Items – All products offered must be standard production items that have been available to the trade for

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

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

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

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

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

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

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

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

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

Adjustments - The Contractor shall be responsible to arrange with utility companies for any adjustment necessary to the valve boxes, manholes, or castings so that they will conform to the new grade after placement of the sidewalk. The Contractor shall also be responsible to identify, and avoid damage to all utilities (publicly and privately owned) within the area where work is being performed.

Damages - The Contractor shall be responsible for the charge and care of all work from damage by the elements or from any cause whatsoever until the City confirms in writing to the Contractor that said work is, "substantially complete" and/or "accepted". The Contractor shall be responsible until said written notice is received to repair and make good at their expense any such damage.

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

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

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

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

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

SECTION XV ASSIGNMENT

The Contractor shall not delegate, sublet or subcontract any part of the work, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title of interest therein or his obligations there under, or monies due or to become due under this Contract, without prior written consent of the City. Contractor must perform at least thirty percent (30%) of the contracted scope of work. In case the Contractor assigns remaining percent or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the work called for in this Contract. Any assignment of the Contract shall in no way affect any provisions of Specifications or the Contract Documents.

SECTION XVI TERMINATION, DELAYS AND LIQUIDATED DAMAGES

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

be liable to the City for any additional cost incurred by it in its completion of the work and/or materials. Contractor and his sureties shall also be liable to the City for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is so terminated, the City may take possession of and utilize in completing the work such materials, tools, equipment and facilities as may be on the site of the work and necessary therefore.

B. Liquidated Damages for Delays. If material is not provided or work is not completed within the time stipulated in this Contract, including any extensions of time for excusable delays as herein provided, (it being impossible to determine the actual damages occasioned by the delay) the Contractor shall provide to the City eight hundred eighty four (\$884.00) dollars as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed. The Contractor and his sureties shall be jointly and severally liable to the City for the amount thereof.

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

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

SECTION XVII LICENSING

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

SECTION XVIII SAFETY PRECAUTIONS

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

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

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

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

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

SECTION XIX LAW AND VENUE

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

SECTION XX REIMBURSEMENT FOR INSPECTION

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

**SECTION XXI
APPROPRIATION APPROVAL**

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

**SECTION XXII
ENTIRE CONTRACT**

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

(Balance of page intentionally left blank.)

Cashmere Blvd. Sidewalk Construction Project

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

CITY OF PORT ST. LUCIE FLORIDA

By: _____
City Manager

By: _____
Authorized Representative of (company name)

Print Representative's Name

Sample Only

State of: _____

County of: _____

Before me personally appeared: _____
(please print)

Please check one:

Personally known _____

Produced Identification: _____
(type of identification)

Identification No. _____

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

WITNESS my hand and official seal, this _____ day of _____, 2016.

Notary Signature

Notary Public-State of _____ at Large.

My Commission Expires _____.

(seal)

DRUG-FREE WORKPLACE FORM

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

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or Contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or Contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Bidder's Signature

Date

CITY OF PORT ST. LUCIE, FLORIDA
SEALED BID NO. 20160017
PROJECT TITLE: Tiffany Avenue Sidewalk Construction Project

CONTRACTOR VERIFICATION FORM

THE FOLLOWING IS TO COMPLETED BY PRIME BIDDER:

Name of Firm: _____

Corporate Title: _____

Address: _____

_____ (Zip Code)

By: _____
(Print name) (Print title)

(Authorized Signature)

Telephone: () _____

Fax: () _____

State License # _____ (ATTACH COPY)

County License # _____ (ATTACH COPY)

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

Type of License: _____

Unlimited _____ (yes/no)

If "NO", Limited to what trade? _____

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER
SEALED E-BID NO. 20160017
PROJECT TITLE: Tiffany Avenue Sidewalk Construction Project

State of _____ }

County of _____ }

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

1. They are _____ of _____ the Bidder that
(Title) (Name of Company)
has submitted the attached bid;
2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Port St. Lucie or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

(Title) _____

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

The foregoing instrument was acknowledged before me this _____
(Date)

by: _____ who is personally known to me or who has produced
_____ as identification and who did (did not) take an oath.

Notary (print & sign name)

Commission No. _____



"A City for All Ages"

VENDOR CODE OF ETHICS

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

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

practices. In addition, Vendors must require their suppliers (including temporary labor agencies) to do the same. Vendors must conform their practices to any published standards for their industry. Compliance with laws, regulations and practices include, but are not limited to the following:

- Obtaining and maintaining all required environmental permits. Further, Vendor will endeavor to minimize natural resource consumption through conservation, recycling and substitution methods.
- Providing workers with a safe working environment, which includes identifying and evaluating workplace risks and establishing processes for which employee can report health and safety incidents, as well as providing adequate safety training.
- Providing workers with an environment free of discrimination, harassment and abuse, which includes establishing a written antidiscrimination and anti-bullying/harassment policy, as well as clearly noticed policies pertaining to forced labor, child labor, wage and hours, and freedom of association.

Name of Organization/Proposer

Signature

Printed Name and Title

Date _____

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

CHECKLIST

BID # 20160017

PROJECT TITLE: Cashmere Boulevard Sidewalk Construction Project

Name of Bidder: _____

This checklist is provided to assist Bidders in the preparation of their bid response. Included in this checklist are important requirements that are the responsibility of each Bidder to submit with their response in order to make their bid response fully compliant. This checklist is only a guideline -- it is the responsibility of each Bidder to read and comply with the Invitation to Bid in its entirety.

- _____ Bid Reply Sheet #20160017 with proper signatures upload to Demandstar.
- _____ E-Bid Reply Excel Spreadsheet – Schedule A uploaded to Demandstar.
- _____ Drug-Free Workplace Form uploaded to Demandstar.
- _____ 5% Bid Security uploaded to Demandstar and mailed in within five (5) business days after the opening or the bid may be considered non-responsive.
- _____ All pricing has been mathematically reviewed and all corrections have been initialed.
- _____ Each Bid Addendum (when issued) is acknowledged on the E-Bid Reply Sheet #20160017.
- _____ W-9 as per Section 1.13 uploaded to Demandstar.
- _____ Copy of Insurance Certificate in accordance with Section VIII of the Sample Contract uploaded to Demandstar.
- _____ Copy of appropriate State license, City licenses and any certifications to perform the proposed work in the City of Port St. Lucie uploaded to Demandstar. Including all subcontractors licenses.
- _____ Has reviewed the Contract and accept all City Terms and Conditions.
- _____ Contractor’s Questionnaire uploaded to Demandstar.
- _____ Required forms: Non-Collusion Affidavit of Prime Bidder; List of Current Contracts; Vendor Code of Ethics and Contractor Verification Form. All forms are to be uploaded to Demandstar.
- _____ List of all sub-contractors (Use the Questionnaire for providing all sub-contractors). All requested information is to be uploaded to Demandstar.
- _____ Copy of the Checklist uploaded to Demandstar.

THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET

ATTACHMENT A

Construction Plans

**City of Port St. Lucie
Cashmere Boulevard Sidewalk Construction Project**

Prepared by Captec Engineering, Inc.

(25 Pages follow as a separate attachment)

BALANCE OF PAGE LEFT INTENTIONALLY BLANK

E-BID #20160017
E-BID REPLY EXCEL SPREADSHEET
Cashmere Boulevard Sidewalk Construction Project
From Charter School to Westgate K8 School
Schedule A

Company Name: _____

Item Number	Pay Item Number	Pay Item Description	Quantity	Unit	Unit Price	Total Amount
Roadway						
1	101-1	Mobilization	1	LS		\$ -
2	101-1-A	Mobilization (Staking, As-Builts)	1	LS		\$ -
3	102-1	Maintenance of Traffic	1	LS		\$ -
4	104-10-3	Staked Silt Fence	500	LF		\$ -
5	110-1-1	Clearing and Grubbing	1.95	AC		\$ -
6	120-1	RegularExcavation	546	CY		\$ -
7	120-6	Embankment	30	CY		\$ -
8	160-4	Type B Stabilization	4870	SY		\$ -
9	430-174-115	15" HDPE Pipe	62	LF		\$ -
10	430-982-123	Mitered End Section (15" Round)	3	EA		\$ -
11	425-1-529	Modify Existing Inlet (Add Riser)	1	EA		\$ -
12	520-2-4	Type D Curb	30	LF		\$ -
13	520-1-10	Type F Curb	60	LF		\$ -
14	522-1	Concrete Sidewalk (4" Thick) (Includes ADA)	3507	SY		\$ -
15	522-2	Concrete Sidewalk (6" Thick) (Includes ADA)	144	SY		\$ -
16	527-2	Detectable Warning (Sawcut & Reconstruct)	150	SF		\$ -
17	570-1-2	Performance Turf, Sod	6400	SY		\$ -
18	700-1-50	Single Post Sign Relocate	4	EA		\$ -
19	711-11-123	Thermoplastic (Standard)(White)(Solid)(12")	566	LF		\$ -
20	711-11-125	Thermoplastic (Standard)(White)(Solid)(24")	63	LF		\$ -
21		GRAND TOTAL				\$ -

*Note: The unit price can only be two (2) decimals. Example: \$5.2555 is not acceptable - \$5.25 is acceptable

CONSTRUCTION PLANS AND SPECIFICATIONS FOR CASHMERE BOULEVARD SIDEWALK IMPROVEMENTS FROM RENAISSANCE SCHOOL TO WESTGATE K-8 SCHOOL FOR CITY OF PORT ST. LUCIE LYING IN SEC. 1, 2, TWP. 37 S., RNG. 39 E. ST. LUCIE COUNTY, FLORIDA



LOCATION MAP

NOTE: THESE PLANS ARE IN ENGLISH UNITS
THESE PLANS HAVE BEEN PREPARED IN ACCORDANCE WITH THE
STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION DESIGN
STANDARDS DATED 2016, STANDARD SPECIFICATIONS FOR ROAD
AND BRIDGE CONSTRUCTION DATED 2016 AND CITY OF PORT ST.
LUCIE # STANDARD SPECIFICATIONS (LATEST EDITION).
ELEVATIONS REFERENCED HEREIN REFER TO NORTH AMERICAN
VERTICAL DATUM OF 1988 (NAVD 88).
<http://www.dot.state.fl.us/programmanagement/pacs.shtml>
<http://www.dot.state.fl.us/roadsign/DesignStandard/Standard.shtml>

ENGINEER
MR. JOSEPH W. CAPRA, P.E.
CAPTEC ENGINEERING, INC.
301 NW FLAGLER AVENUE, STE. 201
STUART, FLORIDA 34994
PHONE: (772) 692-4344
FAX: (772) 692-4341
P.E. NO. 37638

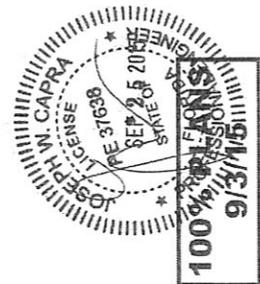
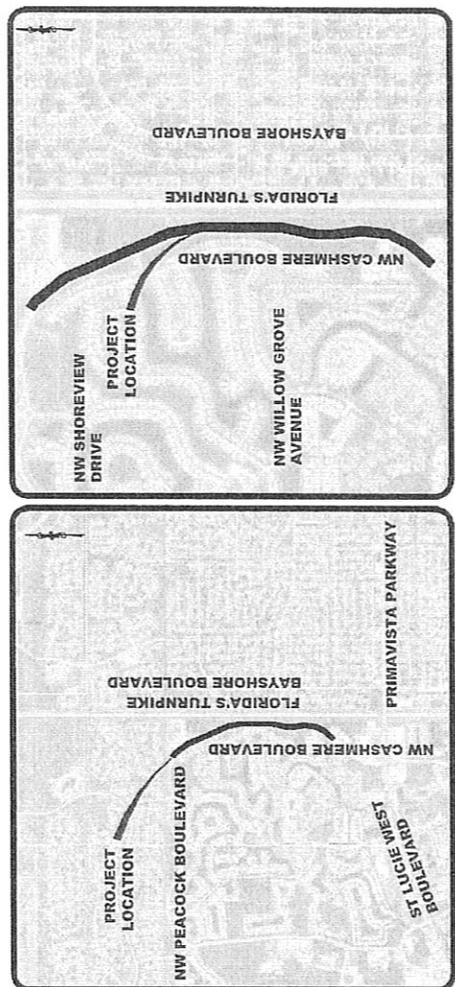


Civil Engineering Professionals
Engineering Business
No. EB-0007657

SHEET INDEX

SHEET NUMBER	SHEET DESCRIPTION
1	COVER
2	TYPICAL SECTION
3	GENERAL NOTES
4	DETAILS
5	PROJECT LAYOUT
6	PROJECT NETWORK
7 TO 12	PLANS
13	SIGNING AND MARKING
12 PAGES	TOPOGRAPHIC SURVEY

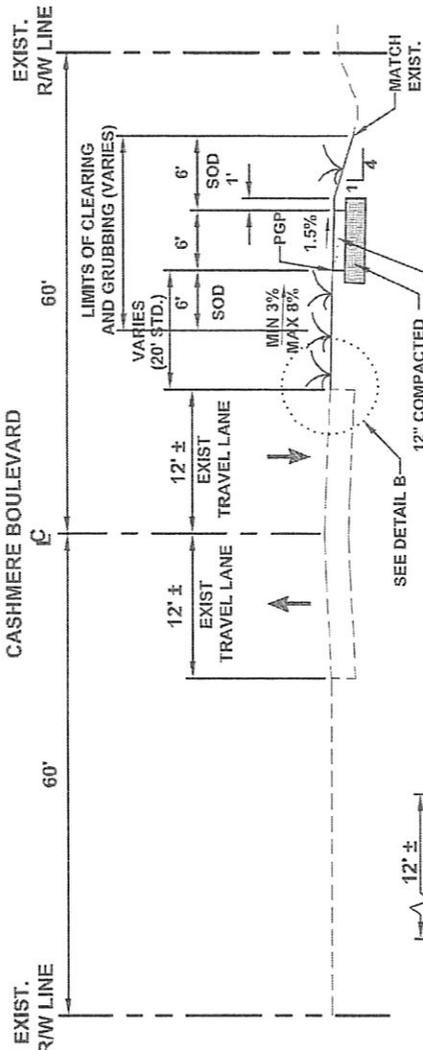
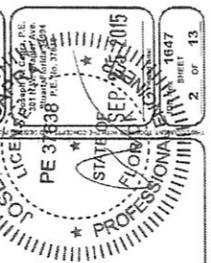
ATTACHMENT A - E-BID #20160017
Page 1 of 25



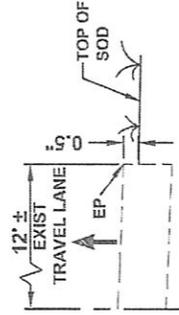
NO.	DATE	BY	REV. REVISIONS

SCALE: VERIFICATION
 1" = 30.00'
 1" = 4.00'

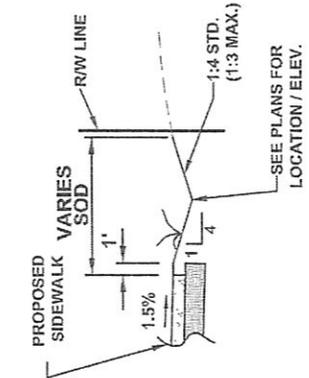
CASHMERE BOULEVARD SIDEWALK IMPROVEMENT
 TYPICAL SECTION



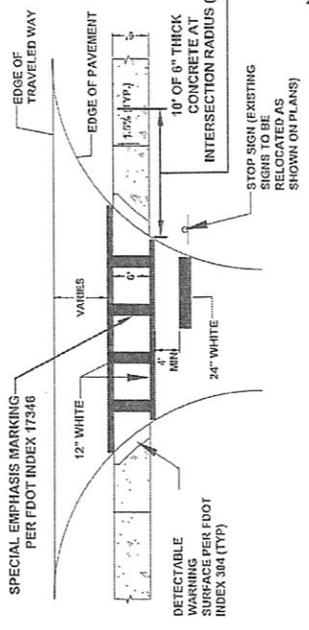
TYPICAL SECTION
 N.T.S.



PAVEMENT / SOD DETAIL B
 N.T.S.

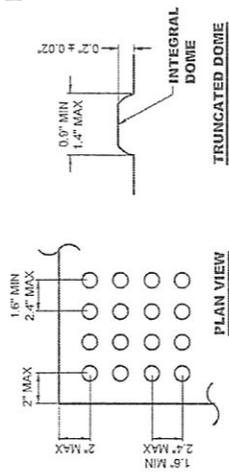


DITCH DETAIL A
 N.T.S.



TYPICAL INTERSECTION DETAIL
 N.T.S.

- NOTES:**
- ALL SIDEWALKS TO BE PLACED TO MATCH EXISTING GRADE UNLESS OTHERWISE NOTED
 - ALL SIDEWALKS SHALL BE PLACED AS SHOWN IN THE PLANS. DISTURBED AREAS SHALL BE REGRADED TO SLOPES PER THE PLANS (NO SLOPE STEEPER THAN 3:1) AND SODDED.
 - SUBBASE SHALL BE COMPACTED TO 98% OF MAXIMUM DRY DENSITY PER AASHTO T-180.
 - SIDEWALKS ARE TO BE 4 IN. THICK CONCRETE PER FDOT SPECIFICATIONS SECTION 522. SIDEWALKS ACROSS DRIVEWAYS AND WITHIN 10' OF INTERSECTIONS SHALL BE 6 IN. THICK CONCRETE PER FDOT SPECIFICATIONS SECTION 522.
 - THE SIDEWALK CROSS-SLOPE SHALL NOT EXCEED 2% IN ANY LOCATION.
 - THE LONGITUDINAL SIDEWALK SLOPE SHALL NOT EXCEED 5% AT ANY LOCATION.
 - ALL AREAS ADJACENT TO THE PROPOSED SIDEWALK SHALL BE REGRADED TO REPAIR ANY EROSION, POTENTIAL DROP OFFS, OR TRIPPING HAZARDS.
 - MINIMUM LONGITUDINAL SWALE SLOPE IS 0.20%.
 - ALL PROPOSED DRIVEWAY CULVERTS SHALL EXTEND A MINIMUM OF 4' FROM DRIVEWAY EDGE ON EACH SIDE AND BE CENTERED ON DRIVEWAY.
 - THE PROPOSED SIDEWALK LAYOUT SHALL BE TYPICALLY A 20 FOOT OFFSET FROM THE EDGE OF ASPHALT PAVEMENT ALONG THE EASTERLY SIDE OF CASHMERE BOULEVARD. WHEN CONNECTING THE PROPOSED SIDEWALK TO EXISTING SIDEWALK THE LAYOUT OF THE SIDEWALK SHOULD MERGE FROM THE TYPICAL 20 FOOT OFFSET TO SMOOTHLY CONNECT TO THE EXISTING SIDEWALK LAYOUT.
 - THE PROPOSED SIDEWALK LAYOUT SHALL MEANDER ANYWHERE BETWEEN 20 TO 30 FEET FROM THE EXISTING EDGE OF ASPHALT PAVEMENT BETWEEN STATIONS 19+00 TO 44+00

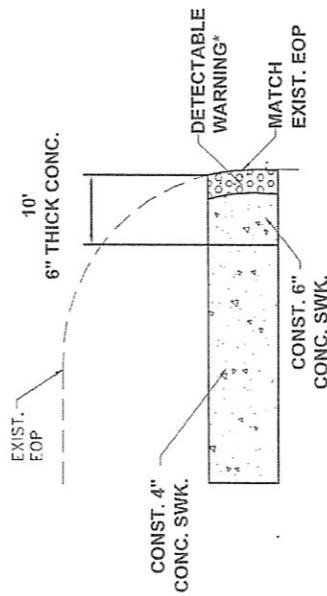


NOTES:

1. ALL SIDEWALK CONNECTIONS TO ROADWAY PAVEMENT SHALL HAVE DETECTABLE WARNING SURFACES THAT EXTEND THE FULL WIDTH OF THE SIDEWALK AND IN THE DIRECTION OF TRAVEL 24 INCHES FROM EDGE OF PAVEMENT
2. ALL SIDEWALK CURB RAMPS SHALL HAVE DETECTABLE WARNING SURFACES THAT EXTEND THE FULL WIDTH OF THE RAMP AND IN THE DIRECTION OF TRAVEL 24 INCHES FROM THE BACK OF CURB.
3. CURB RAMP DETECTABLE WARNING SURFACES SHALL BE IN-LINE WITH THE DIRECTION OF TRAVEL. ON RAMPS INTERSECTING CURBS ON A RADIUS, THE DOME PATTERN SHALL BE IN-LINE WITH THE DIRECTION OF TRAVEL TO THE EXTENT PRACTICAL.
4. GASE-TO-BASE SPACING SHALL BE 0.65" MINIMUM BETWEEN DOMES. THE TOP WIDTH OF THE DOME SHALL BE A MINIMUM OF 50% AND A MAXIMUM OF 65% OF THE BASE DIAMETER.

DETECTABLE WARNING SURFACE DETAIL

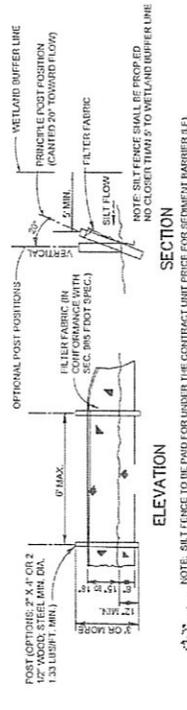
N.T.S.



**TYPICAL SIDEWALK AT INTERSECTION
(WITHOUT SIDEWALK CURVE)**

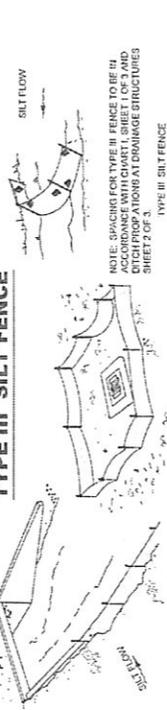
N.T.S.

*DETECTABLE WARNING STRIPS SHALL BE CAST-IN-PLACE.



TYPE III SILT FENCE

NOTE: SILT FENCE TO BE PAID FOR UNDER THE CONTRACT UNIT PRICE FOR SEDIMENT BARRIER (E.P.)

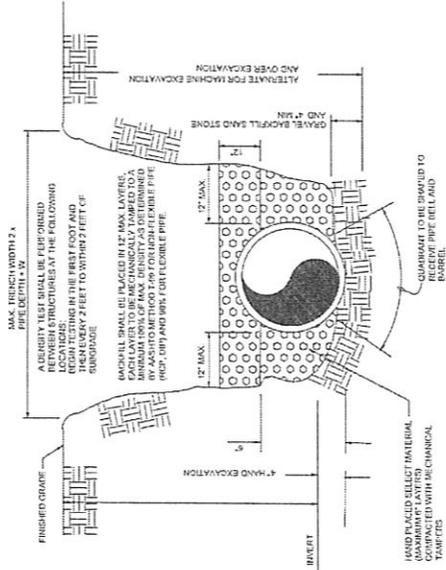


NOTE: SPECIFICATIONS FOR TYPE III FENCE TO BE IN ACCORDANCE WITH CHART L SHEET L003 AND DETAIL PROVISIONS AT DRAINAGE STRUCTURES SHEET 2 OF 3.

SILT FENCE APPLICATIONS

N.T.S.

(FOOT INDEX NO. 102, SHT. 3)



TYPICAL TRENCH DETAIL

N.T.S.

NOTE: IF PIPE IS NOT UNDER PROPOSED PAVEMENT, BACKFILL SHALL BE COMPACTED TO A FINISHES SURFACE TO BE AT LEAST 1\"/>

CAPTEC
Civil Engineering Professionals
1501 New England Ave
Suite 200, Springfield, MA 01104
Phone: (413) 262-1544
Fax: (413) 262-4341
No. 28-001873

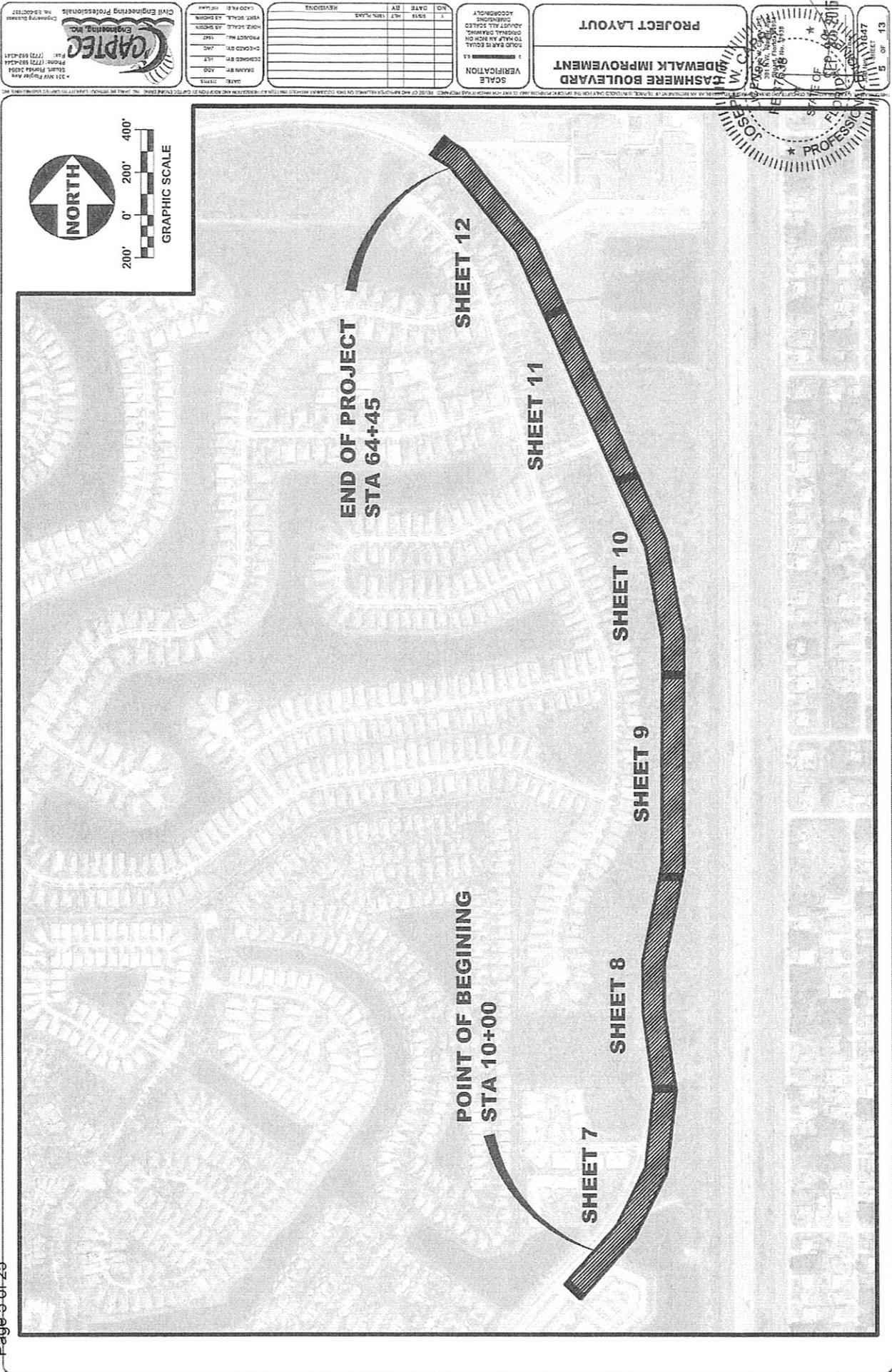
DATE:	07/14/16
DRAWN BY:	ML
CHECKED BY:	ML
PROJECT NO.:	16-001
DATE SCALE:	AS SHOWN
CONTRACT NO.:	MA 16-001

NO.	DATE	BY	REVISIONS
1	NOV 15	ML	ISSUE FOR BIDDING
2	NOV 15	ML	ISSUE FOR BIDDING
3	NOV 15	ML	ISSUE FOR BIDDING
4	NOV 15	ML	ISSUE FOR BIDDING
5	NOV 15	ML	ISSUE FOR BIDDING
6	NOV 15	ML	ISSUE FOR BIDDING
7	NOV 15	ML	ISSUE FOR BIDDING
8	NOV 15	ML	ISSUE FOR BIDDING
9	NOV 15	ML	ISSUE FOR BIDDING
10	NOV 15	ML	ISSUE FOR BIDDING

SCALE:	AS SHOWN
VERIFICATION:	AS SHOWN
ACCURACY:	AS SHOWN
COMPLETION:	AS SHOWN
DATE:	07/14/16

ASHMERE BOULEVARD
DETAILS
SCALE: AS SHOWN
VERIFICATION: AS SHOWN
ACCURACY: AS SHOWN
COMPLETION: AS SHOWN
DATE: 07/14/16

JOSEPH L. CANNON
REGISTERED PROFESSIONAL ENGINEER
No. 76388
State of Massachusetts
PE No. 0000000000
PE Exp. 07/31/2018
SHEET 1647
OF 13



CAPTEC
 Civil Engineering Professionals
 221 NW Florida Ave
 Stuart, Florida 34954
 Phone: (772) 682-4224
 Fax: (772) 682-4224
 Changing Lives

NO.	DATE	BY	REVISIONS
1	12/13	LT	ISSUE FOR PERMITS

NO.	DATE	BY	REVISIONS
1	12/13	LT	ISSUE FOR PERMITS

SCALE
 VERIFICATION
 1" = 40'

SCALE
 VERIFICATION
 1" = 40'

**CASHMERE BOULEVARD
 SIDEWALK IMPROVEMENT**

PROJECT LAYOUT

JOSEPH W. COOPER
 PROFESSIONAL ENGINEER
 No. 12507
 State of Florida
 Exp. 12/31/13

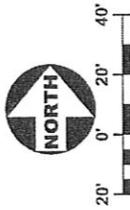
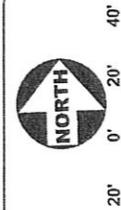
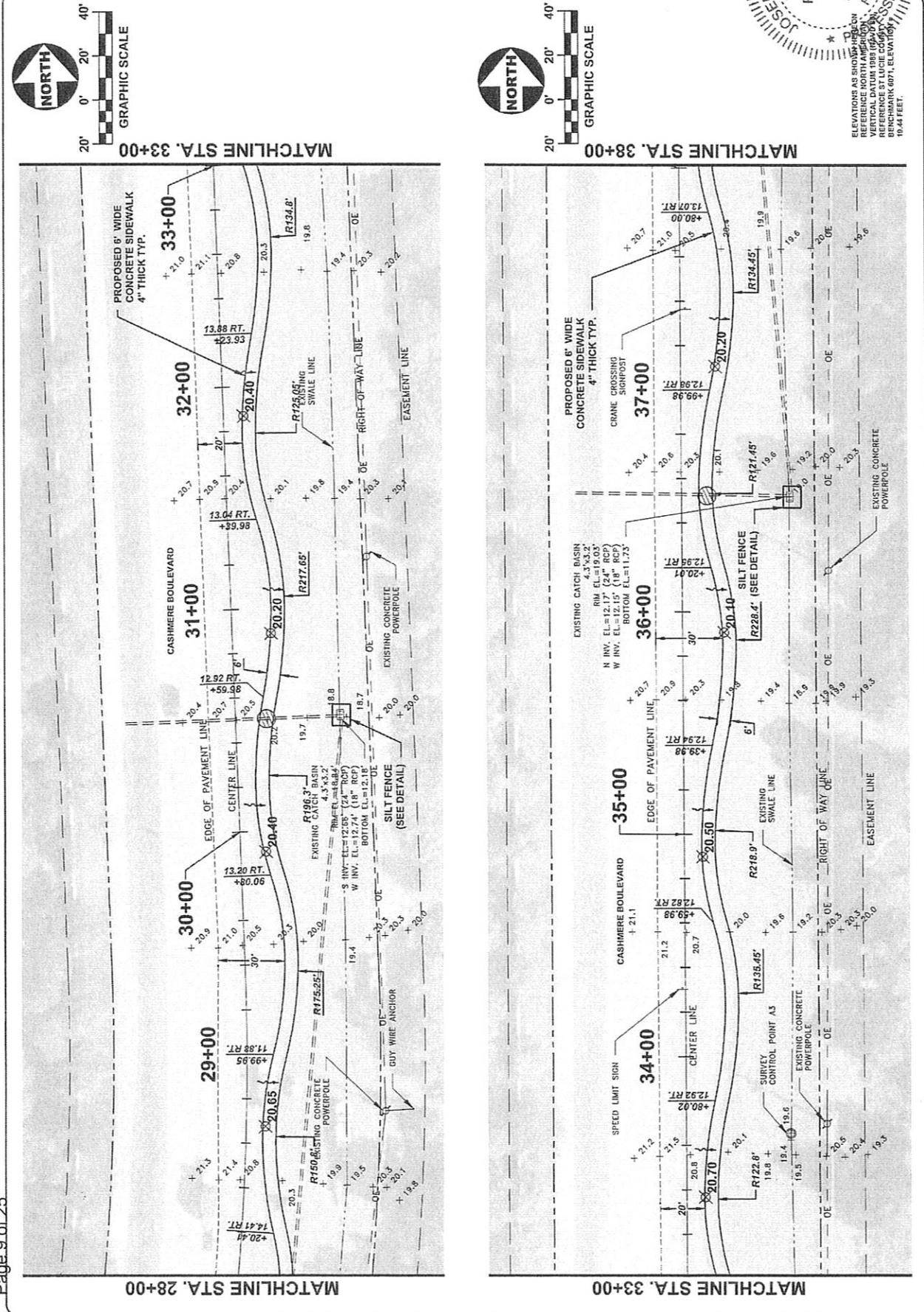
PROJECT
 CASHMERE BOULEVARD
 SIDEWALK IMPROVEMENT
 SHEET 5 OF 13

1201 NW Florida Ave
Palm Beach, FL 33480
Phone: (561) 852-4444
Fax: (561) 852-4341

DATE: _____
DRAWN BY: JMS
CHECKED BY: JMS
PROJECT NO.: 1601
JOB TITLE: CASHMERE BOULEVARD
SHEET NO.: 109 OF 110

NO.	DATE	BY	REVISIONS

SCALE: _____
VERIFICATION: _____
APPROVED: _____
DESIGNED: _____
CHECKED: _____
ADJUST ALL SCALES
TO MATCH ALL SCALES
NO WORK BY OTHERS
TO BE DONE IN CONFORMANCE
OF THE CONTRACT



**CASHMERE BOULEVARD
SIDEWALK IMPROVEMENT
PLANS**

STATE OF FLORIDA
COUNTY OF PALM BEACH
CITY OF PALM BEACH
37538th ST
P.O. BOX 1000
PALM BEACH, FL 33407

ELEVATIONS AS SHOWN ARE ON
VERTICAL CURVES FROM 1988 DATUM
REFERENCE ST LUCIE COUNTY
BENCHMARK 6071, ELEVATION
10.44 FEET.



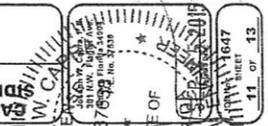
CIVIL ENGINEERING PROFESSIONALS
No. CE-007527

NO.	DATE	BY	CHK'D	TRK. NAME	REVISIONS

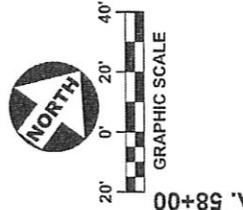
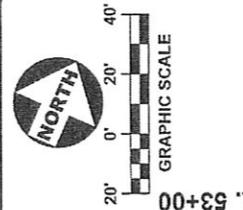
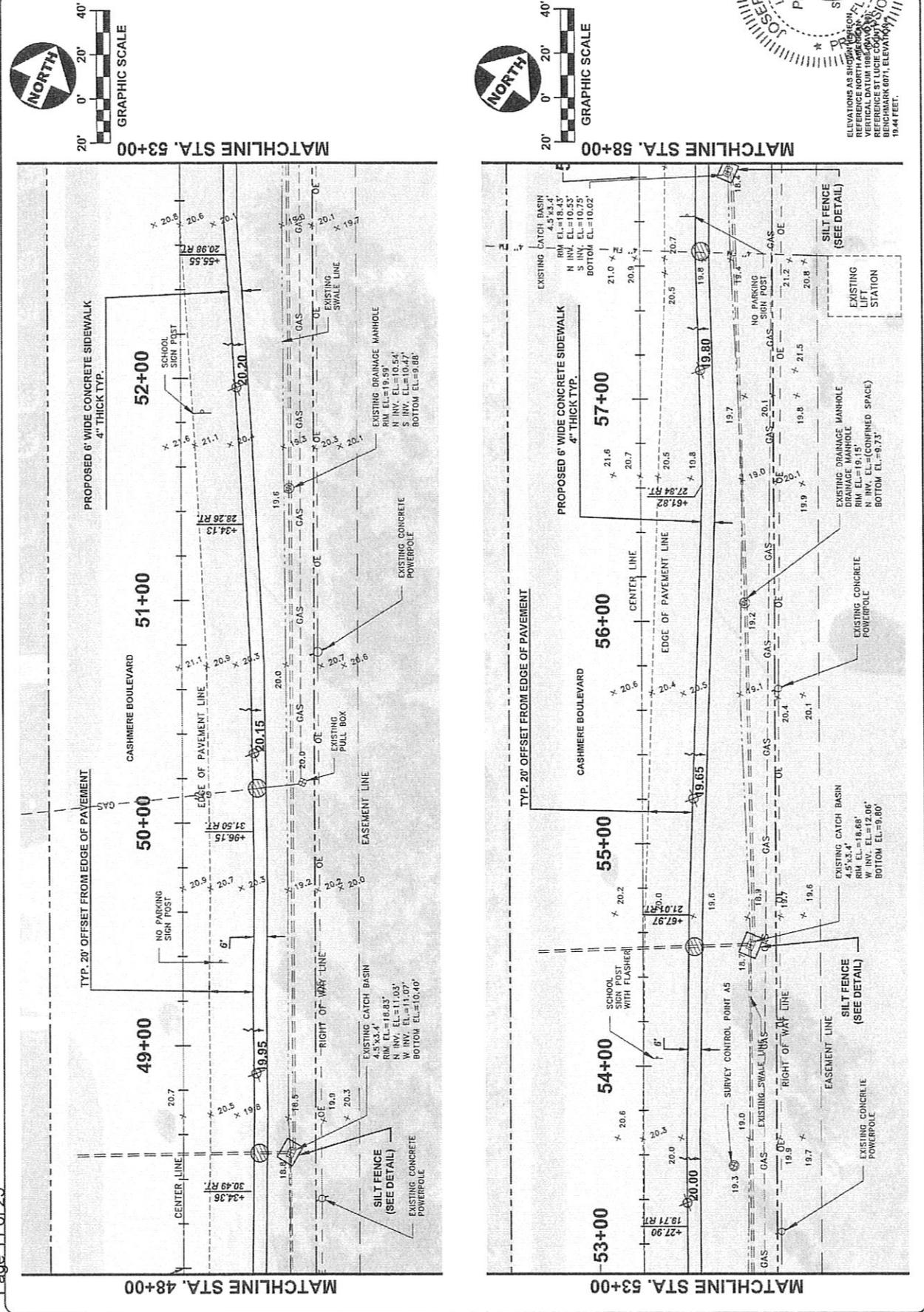
SCALE
VERIFICATION

SCALE: AS SHOWN
ADJUST ALL DIMENSIONS TO MATCH THIS SCALE

PLANS
CASHMERE BOULEVARD
SIDEWALK IMPROVEMENT



STATE OF CALIFORNIA
PE No. 70992
EXPIRES 12/31/2017



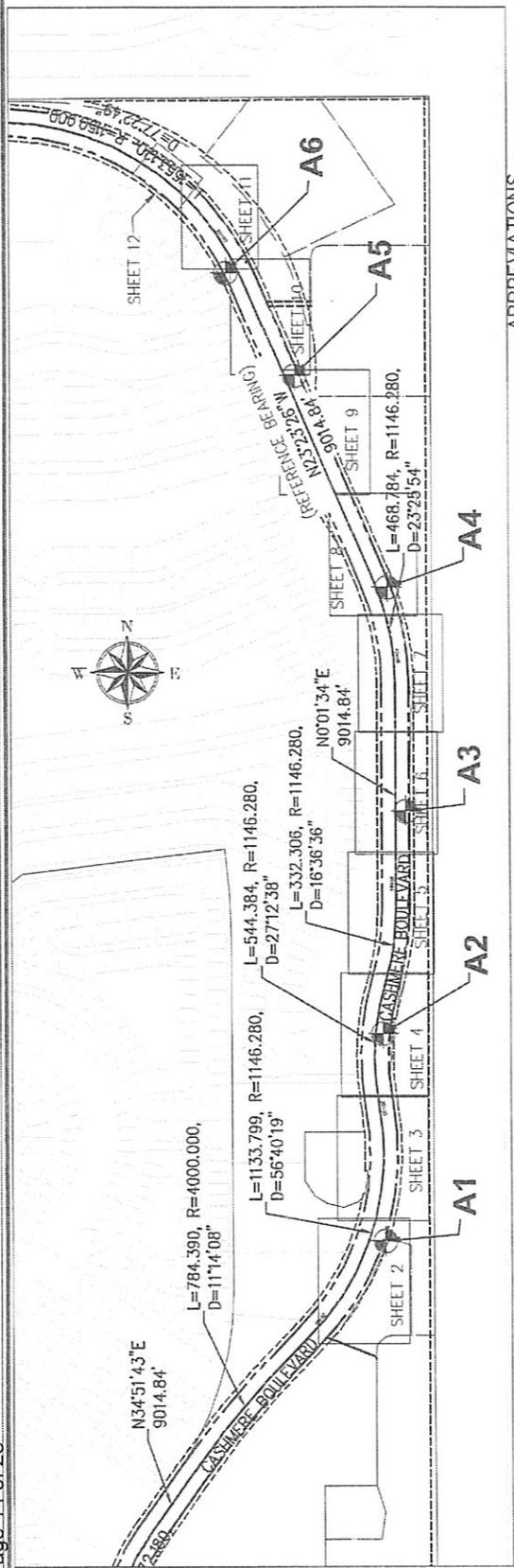
ELEVATIONS AS SHOWN UNLESS NOTED OTHERWISE
REFERENCE NORTH ARROW FOR VERTICAL DATUM
VERTICAL DATUM 1985 BAYVIEW STATION
REFERENCE ST. LUCIE COUNTY VISION
ELEVATION 80.71, ELEVATION 10.44 FEET.

BETSY LINDSAY, INC.
SURVEYING AND MAPPING
7977 SW JACK JAMES DRIVE SUAPT, FLORIDA 34997
LICENCED BUSINESS NO. 0826
(772) 286-0700

TOPOCRAPHIC SURVEY
CAPTEC ENGINEERING, INC.

DATE: 06/04/2015
FIELD BY: G.E.
CHECKED BY: G.E.
SCALE: 1"=600'

SHEET NO. 1
OF 12 SHEETS
PROJECT NO. 10-01



CONTROL POINTS

IDENTIFIER	POINT NO.	NORTHING	EASTING	ELEVATION	DESCRIPTION
A1	3001	1092416.903	858942.277	20.90	SIRTIC
A2	3002	1088728.771	858936.729	19.85	SIRTIC
A3	3003	1089304.468	859041.277	19.50	SIRTIC
A4	3004	1090287.307	858963.042	18.50	SIRTIC
A5	3005	1091218.846	858956.367	19.28	SIRTIC
A6	3006	1091073.189	858257.441	19.83	SIRTIC

ABBREVIATIONS

BETSY LINDSAY, INC.
CONCRETE
CULPEPPER & TURFENING
DELTA
GASLINE (PAINT MARKS)
INVERT
ELEVATION
MARKS & CAP
LESS IN CHARGE
LICENSED BUSINESS
NUMBER
OVERHEAD ELECTRIC LINE
POINT OF CURVATURE
POINT OF TANGENCY
PROFESSIONAL SURVEYOR & MAPPER
PLAT BOOK
PAGE
PRIVATE UTILITY EASEMENT
PROFESSIONAL LAND SURVEYOR
POINT
P.L.S.
R
RADIUS OF CURVATURE
REINFORCED CONCRETE PIPE
RIGHT OF WAY
R/W
TRAV

SYMBOL LEGEND

x 14.12 FIELD LOCATED POINT WITH ELEVATION

ABBREVIATIONS

BL BETSY LINDSAY, INC.
CONC. CONCRETE
C&T CULPEPPER & TURFENING
D DELTA
-GAS- GASLINE (PAINT MARKS)
INV. INVERT
ELEV. ELEVATION
M&C MARKS & CAP
L.I.C. LESS IN CHARGE
L.B. LICENSED BUSINESS
NO. NUMBER
-OHE- OVERHEAD ELECTRIC LINE
PC POINT OF CURVATURE
PT POINT OF TANGENCY
PSM PROFESSIONAL SURVEYOR & MAPPER
P.B. PLAT BOOK
PAGE PAGE
P.U.E. PRIVATE UTILITY EASEMENT
P.L.S. PROFESSIONAL LAND SURVEYOR
POINT POINT
R RADIUS OF CURVATURE
RCP REINFORCED CONCRETE PIPE
R/W RIGHT OF WAY
TRAV TRAVERSE

CONTROL POINTS

IDENTIFIER	POINT NO.	NORTHING	EASTING	ELEVATION	DESCRIPTION
A1	3001	1092416.903	858942.277	20.90	SIRTIC
A2	3002	1088728.771	858936.729	19.85	SIRTIC
A3	3003	1089304.468	859041.277	19.50	SIRTIC
A4	3004	1090287.307	858963.042	18.50	SIRTIC
A5	3005	1091218.846	858956.367	19.28	SIRTIC
A6	3006	1091073.189	858257.441	19.83	SIRTIC

SYMBOL LEGEND

x 14.12 FIELD LOCATED POINT WITH ELEVATION

SURVEYOR'S NOTES

BEARINGS AS SHOWN HEREON ARE BASED ON STATE PLANE COORDINATES, U.S. SURVEY FEET, NORTH AMERICAN DATUM OF 1983 (N.A.D. 83), FLORIDA EAST ZONE, REFERENCE A BEARING OF N23°23'28"W ALONG THE BASELINE OF SURVEY ALONG CASHMERE BOULEVARD.

ELEVATIONS AS SHOWN HEREON REFERENCE NORTH AMERICAN VERTICAL DATUM 1988 (N.A.V.D. 88), REFERENCE ST. LUCIE COUNTY BENCHMARK '6071', ELEVATION = 19.44 FEET.

THIS SURVEY IS BASED ON A CLOSED GEOMETRIC FIGURE EXCEEDING A HORIZONTAL CLOSURE OF 1:10,000.

THERE WAS NO ATTEMPT TO LOCATE ANY SUBSURFACE FOUNDATIONS.

NO UNDERGROUND UTILITIES WERE LOCATED OR SHOWN HEREON.

THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR.

THIS SURVEY WAS DONE IN THE FIELD UTILIZING GLOBAL POSITIONING SYSTEM (G.P.S.) WITH REAL TIME KINEMATIC (R.T.K.) ALL DISTANCES GIVEN ARE GRID DISTANCES.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE "TOPOGRAPHIC SURVEY" AS SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A FIELD SURVEY MADE UNDER MY DIRECTION AND CHARGE ON JUNE 22, 2015 THROUGH AUGUST 3, 2015 AND SAID "TOPOGRAPHIC SURVEY" IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. IT IS FURTHER CERTIFIED THAT THIS "TOPOGRAPHIC SURVEY" COMPLIES WITH THE STANDARDS OF PRACTICE FOR "TOPOGRAPHIC SURVEY" SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.



LOCATION MAP
(NOT TO SCALE)

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

BETSY LINDSAY, INC.
SURVEYING AND MAPPING

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

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

BETSY LINDSAY, INC.
SURVEYING AND MAPPING

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

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

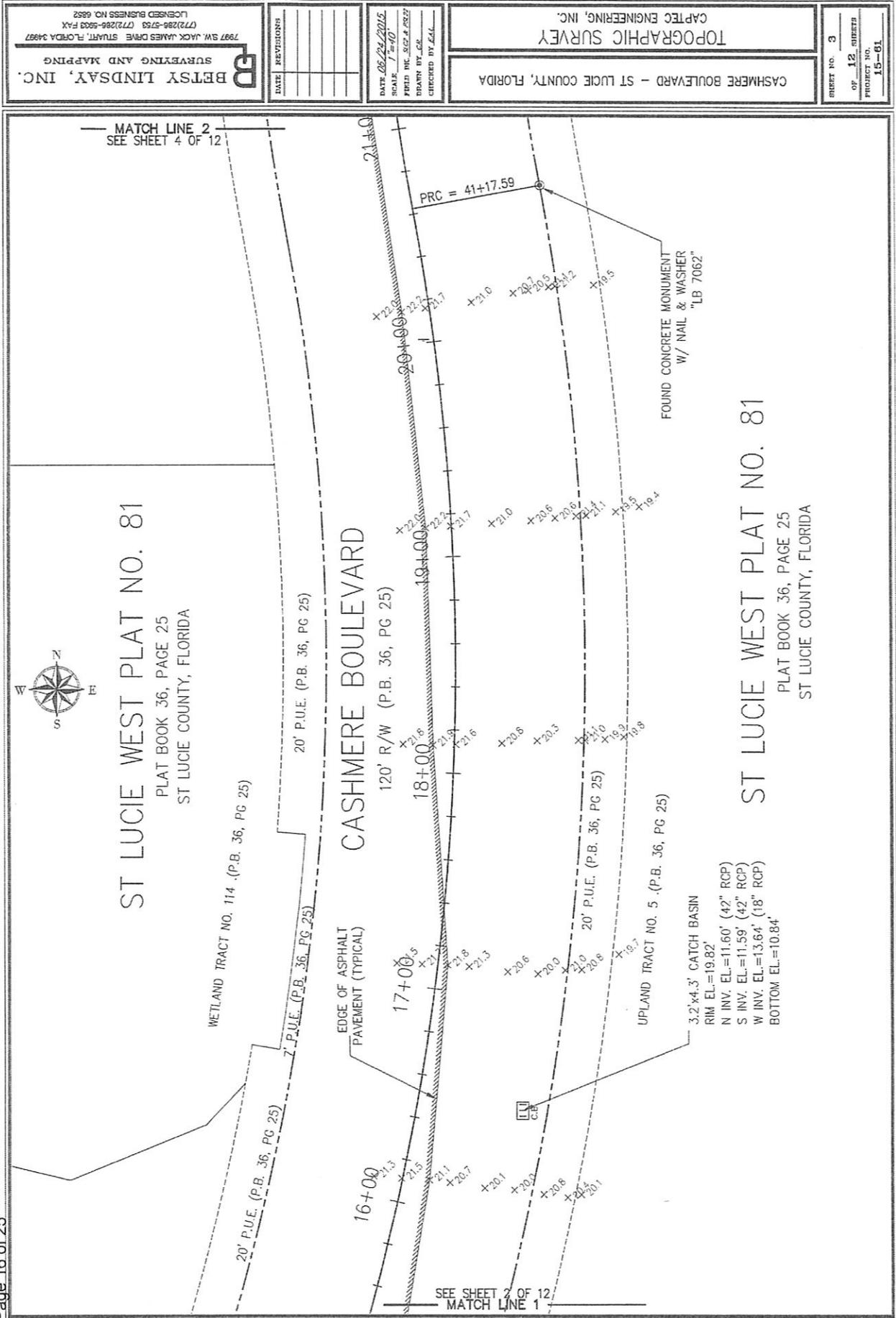
BETSY LINDSAY, INC.
SURVEYING AND MAPPING

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

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

BETSY LINDSAY, INC.
SURVEYING AND MAPPING

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



B
BETSY LINDSAY, INC.
SURVEYING AND MAPPING
7997 SW JACK JAMES DRIVE STUART, FLORIDA 34997
(772) 286-5753 (772) 286-5033 FAX
LICENSED BUSINESS NO. 6652

DATE	REVISIONS

DATE: 06/24/2015
SCALE: 1"=40'
FIELD NO. S.C.P.# 2527
DRAWN BY: C.C.
CHECKED BY: S.A.

CASHMERE BOULEVARD - ST LUCIE COUNTY, FLORIDA
TOPOGRAPHIC SURVEY
CAPTEC ENGINEERING, INC.

SHEET NO. 3
OF 12 SHEETS
PROJECT NO. 15-01

ST LUCIE WEST PLAT NO. 81
PLAT BOOK 36, PAGE 25
ST LUCIE COUNTY, FLORIDA

CASHMERE BOULEVARD
120' R/W (P.B. 36, PG 25)
18+00
17+00
16+00

ST LUCIE WEST PLAT NO. 81
PLAT BOOK 36, PAGE 25
ST LUCIE COUNTY, FLORIDA

3.2'x4.3' CATCH BASIN
RIM EL.=19.82'
N INV. EL.=11.60' (42" RCP)
S INV. EL.=11.59' (42" RCP)
W INV. EL.=13.64' (18" RCP)
BOTTOM EL.=10.84'

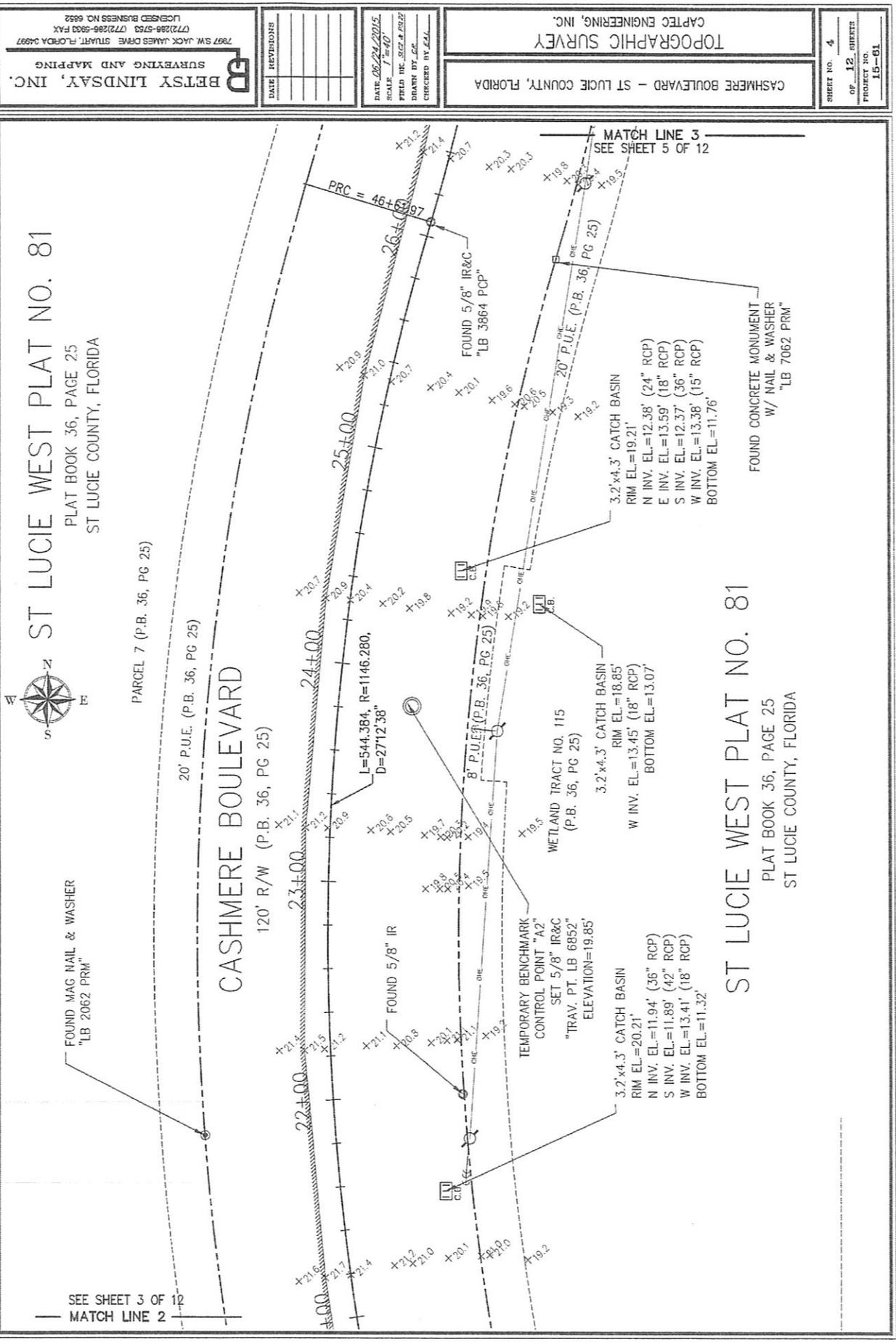
WETLAND TRACT NO. 114 (P.B. 36, PG 25)
20' P.U.E. (P.B. 36, PG 25)
20' P.U.E. (P.B. 36, PG 25)

EDGE OF ASPHALT PAVEMENT (TYPICAL)
20' P.U.E. (P.B. 36, PG 25)
20' P.U.E. (P.B. 36, PG 25)
UPLAND TRACT NO. 5 (P.B. 36, PG 25)

FOUND CONCRETE MONUMENT
W/ NAIL & WASHER
"LB 7062"

MATCH LINE 2
SEE SHEET 4 OF 12

SEE SHEET 2 OF 12
MATCH LINE 1





ST LUCIE WEST PLAT NO. 81

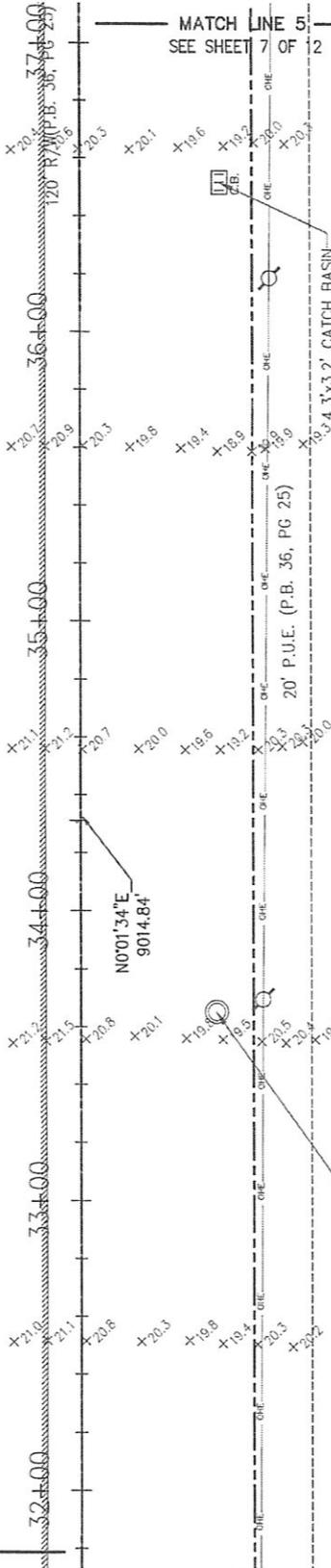
PLAT BOOK 36, PAGE 25
ST LUCIE COUNTY, FLORIDA

PARCEL 7 (P.B. 36, PG 25)

20' P.U.E. (P.B. 36, PG 25)

CASHMERE BOULEVARD

120' R/W (P.B. 36, PG. 25)



ST LUCIE WEST PLAT NO. 81

PLAT BOOK 36, PAGE 25
ST LUCIE COUNTY, FLORIDA

UPLAND TRACT NO. 4 (P.B. 36, PG 25)

20' F.P.L. EASE (ORB 539, PG 445)

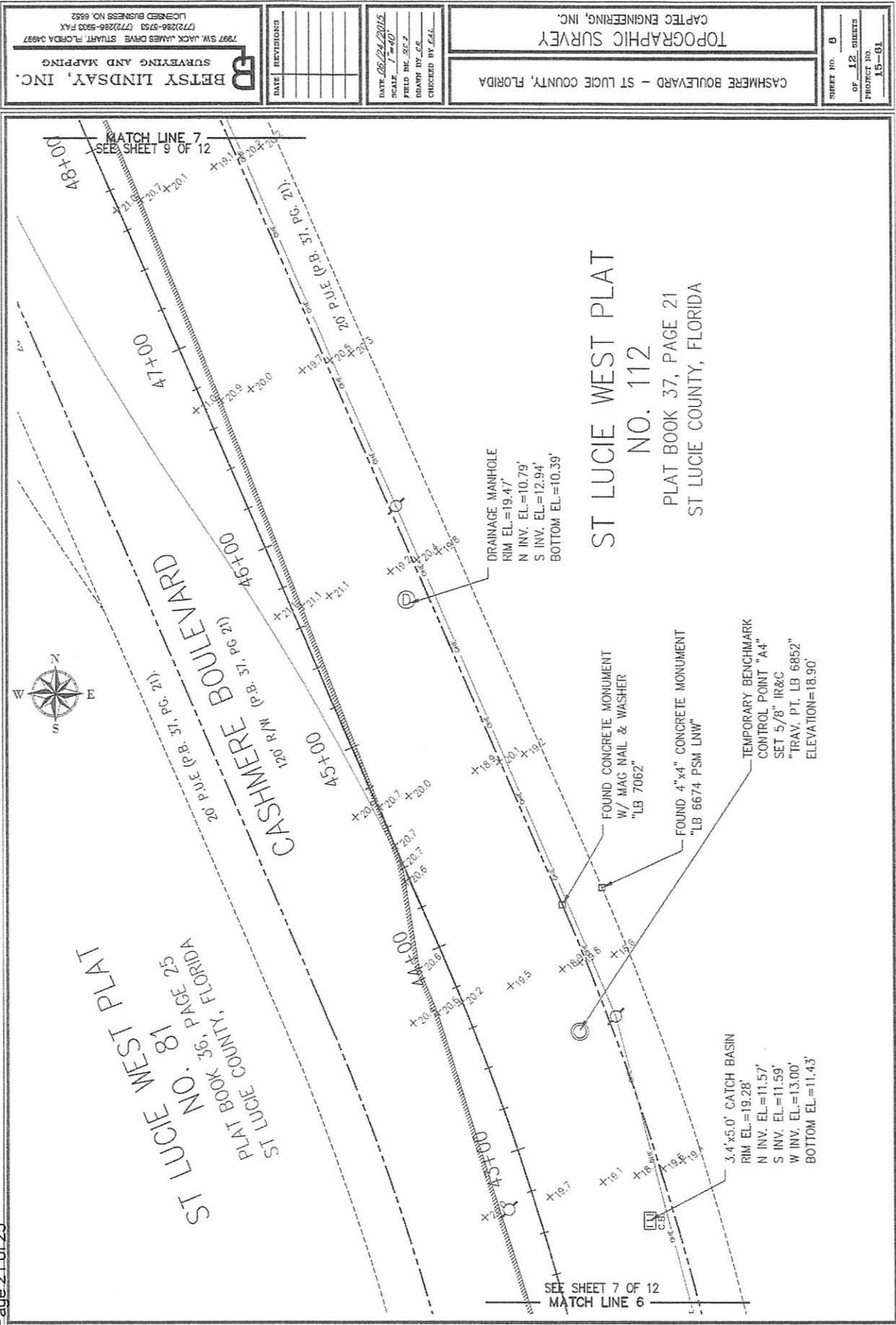
B **BETSY LINDSAY, INC.**
SURVEYING AND MAPPING
7977 SW JACK JAMES DRIVE STUART, FLORIDA 34997
(772)286-5783 (772)286-6903 FAX
LICENSED BUSINESS NO. 6682

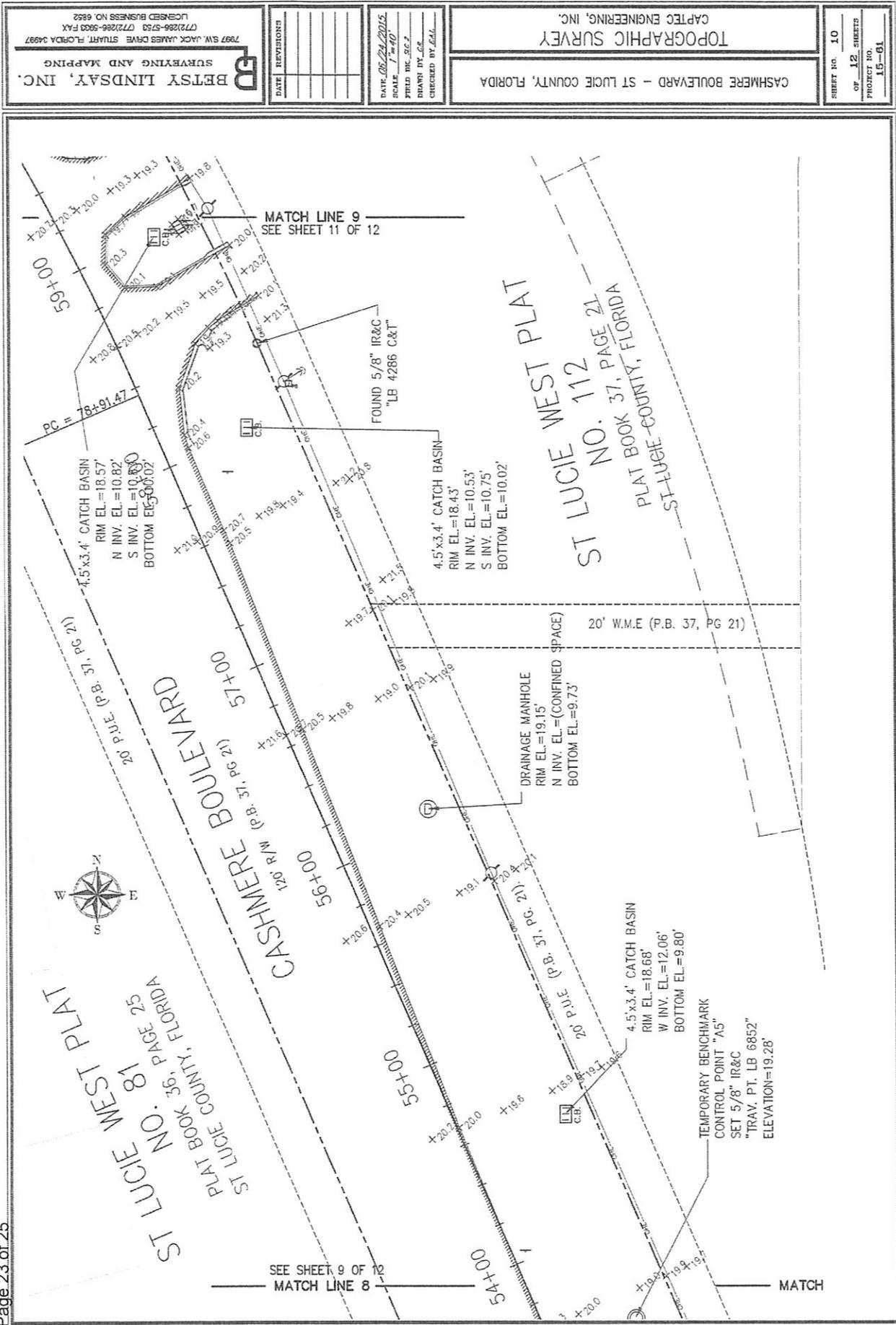
DATE	REVISIONS

DATE: 08/24/2015
SCALE: 1"=40'
FIELD BY: G.P.
DRAWN BY: G.P.
CHECKED BY: L.L.

CASHMERE BOULEVARD - ST LUCIE COUNTY, FLORIDA
TOPOGRAPHIC SURVEY
CAPTEC ENGINEERING, INC.

SHEET NO. 6
OF 12 SHEETS
PROJECT NO. 15-01





B BETSY LINDSAY, INC.
 SURVEYING AND MAPPING
 7937 SW JACK JAMES DRIVE SUITE 100, FT. LAUDERDALE, FLORIDA 33309
 (772) 286-5753 (772) 286-5833 FAX
 LICENSED BUSINESS NO. 6852

DATE	REVISIONS

DATE: 06/24/2016
 SCALE: 1"=40'
 PLOTTED BY: S.E.Z.
 DRAWN BY: G.E.
 CHECKED BY: G.L.L.

CASHMERE BOULEVARD - ST LUCIE COUNTY, FLORIDA
 TOPOGRAPHIC SURVEY
 CAPTEC ENGINEERING, INC.

SHEET NO. 10
 OF 12 SHEETS
 PROJECT NO. 15-01

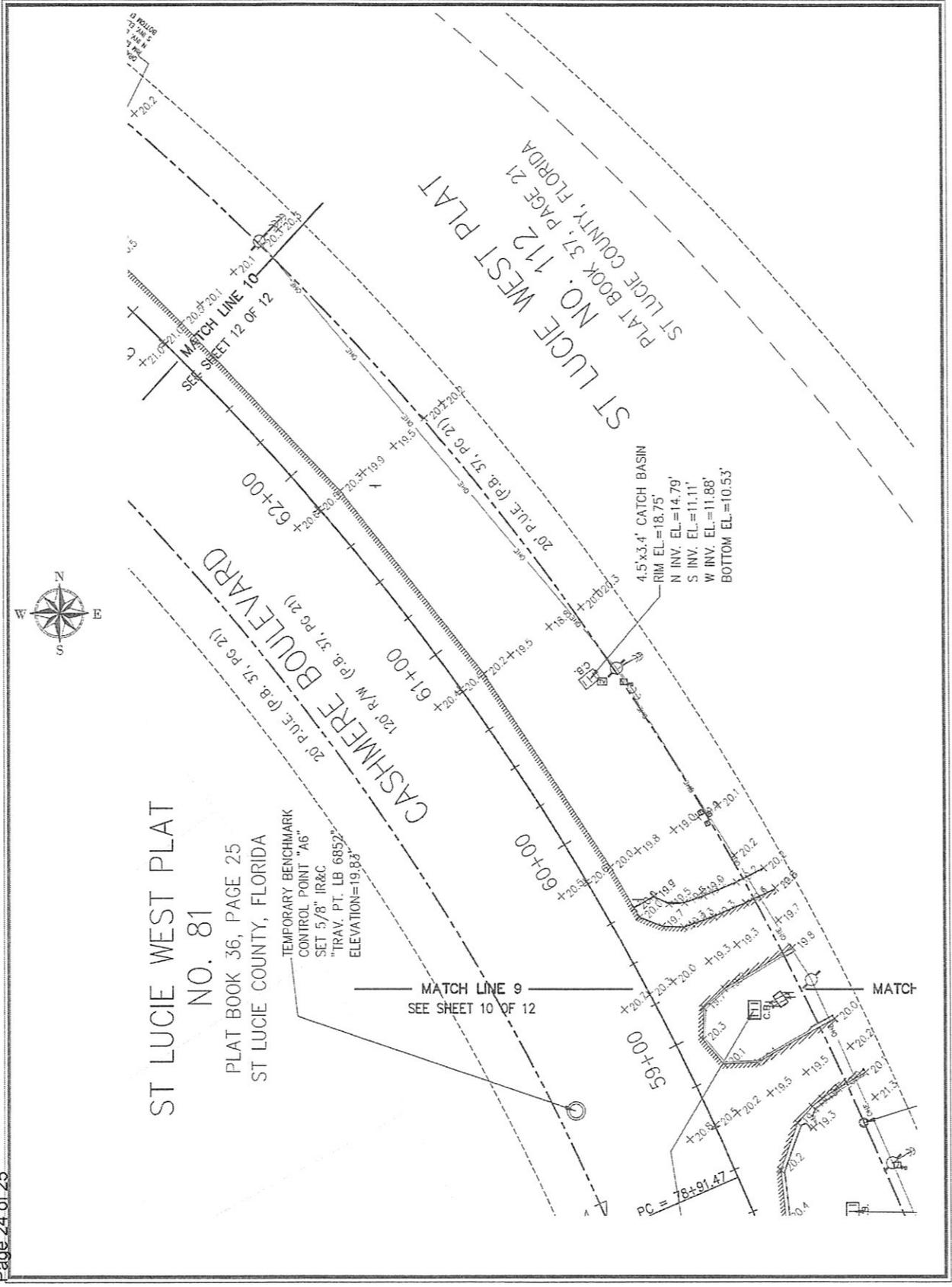
B BETSY LINDSAY, INC.
 SURVEYING AND MAPPING
 7937 SW JACK JAMES DRIVE SUITE 100 FLORIDA 34997
 (772) 286-5753 (772) 286-5933 FAX
 LICENSED BUSINESS NO. 6822

DATE	REVISIONS

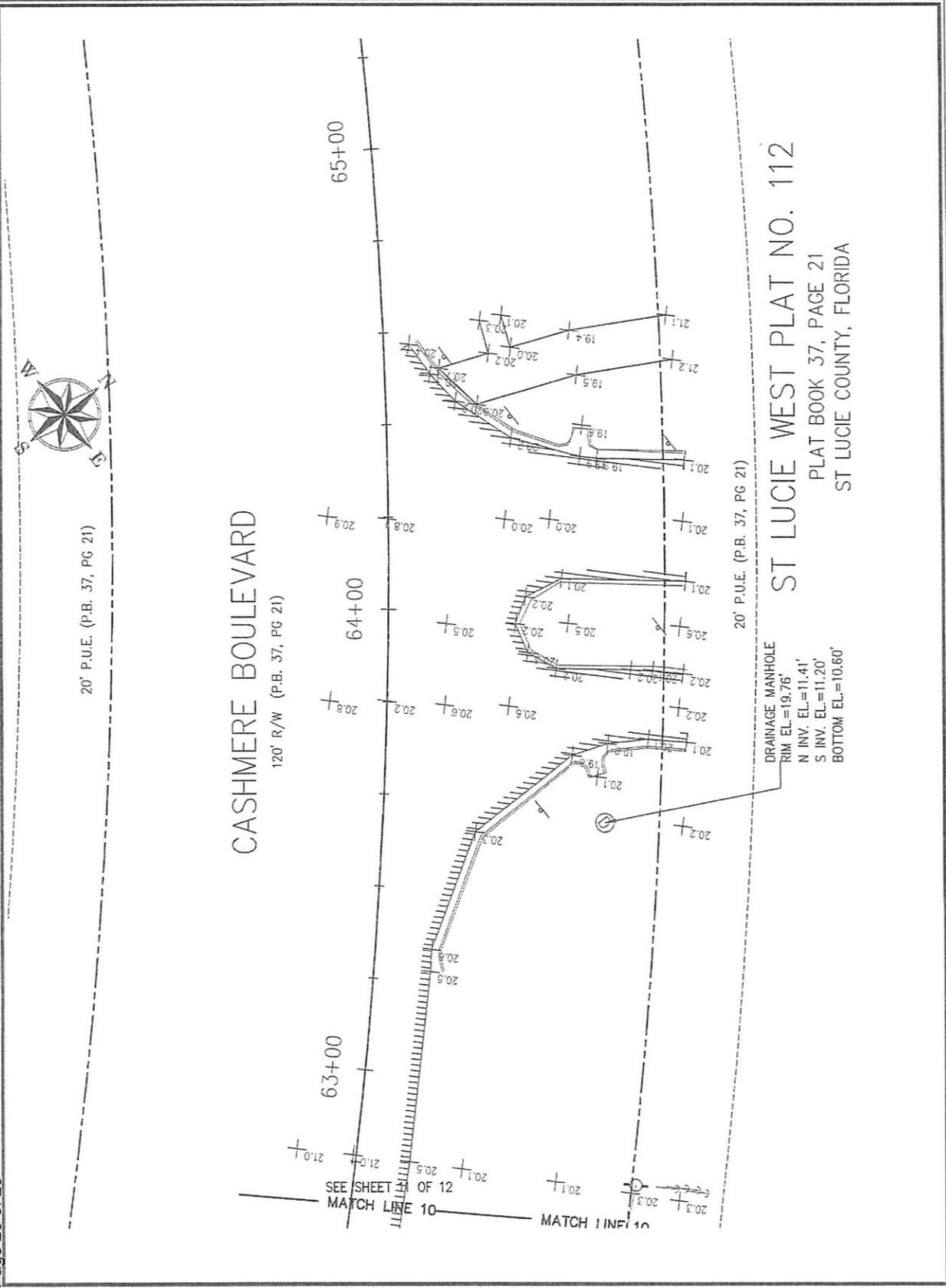
DATE: 08/24/2015
 SCALE: 1"=40'
 FIELD THE: SEC. 2
 DRAWN BY: G.E.
 CHECKED BY: J.L.L.

CASHMERE BOULEVARD - ST LUCIE COUNTY, FLORIDA
 TOPOGRAPHIC SURVEY
 CAPTEC ENGINEERING, INC.

SHEET NO. 11
 OF 12 SHEETS
 PROJECT NO. 15-61



B BETSY LINDSAY, INC. SURVEYING AND MAPPING 7587 S.W. JACK JAMES DRIVE STUART, FLORIDA 34987 (772)286-9793 (772)286-9903 FAX LICENSED BUSINESS NO. 6852	DATE REVISIONS _____ _____ _____ _____ _____	DATE: 08/24/2015 SCALE: 1"=20' PLOTTED BY: SCZ DRAWN BY: JGE CHECKED BY: JAG	CASHMERE BOULEVARD - ST LUCIE COUNTY, FLORIDA TOPOGRAPHIC SURVEY CAPTEC ENGINEERING, INC.	SHEET NO. 12 OF 12 SHEETS PROJECT NO. 15-01
--	---	--	---	---



E-Bid Opening
 BID #20160017
 Cashmere Blvd Sidewalk Construction Project
 January 12, 2016 @ 3:00 pm

	Name (Please <u>PRINT</u> legibly)	Company Name	E-Mail Address	Telephone # & FAX #
1.	Kevin Bush	Southern underground	Kevin@southernunderground inc.com	T 772-418-0803 F 772-340-0777
2.	Tony Rake	Kerens Construction	TRAKS@KERENSCONSTRUCTION .NET	T 772-882-8110 F 772-209-7100
3.	KEVIN TRIST	CYNCH PAVING	ktrist@lynchpaving.com	T 803-763-7373 F
4.	Robyn Holder	City of PSL-PMD		T
5.	EDIE MAJEWski	City of PSL-PW		F
6.				T
7.				F
8.				T



CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 13C
Meeting Date: 3/28/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager 
James Angstadt, PE, Public Works Director
Cheryl Shanaberger, Procurement Department Director

FROM: Robyn Holder, CPPB
Procurement Management Department

Agenda Item: Motion: E-Bid #20160045 - Demolish & Replace Two (2)
Pedestrian Bridges at Veterans Memorial Parkway

Submittal Date: 3/15/2016

STRATEGIC PLAN LINK: Vision 2030, Principle G, Convenient Mobility Options, "Sidewalks, bike paths/lanes and walkways connecting the City and neighborhoods"

BACKGROUND: The wooden pedestrian bridges located on the west side of SE Veterans Memorial Parkway are in need of replacement. They were installed over twenty (20) years ago and are showing signs of rotting and general degradation. Because repair is not a feasible option, replacement with prefabricated painted steel truss bridges is recommended.

An E-Bid was issued on January 27, 2016 to one thousand five hundred eight (1,508) potential suppliers. The E-Bid was opened on March 1, 2016 with four (4) firms submitting proposals.

ANALYSIS: Staff has reviewed the proposals and finds that Brothers' Construction, Inc. provides the best value to the City and meets the City's standards. Brothers' Construction, Inc. is a local firm.

FINANCIAL INFORMATION: Funds are available in the Road & Bridge CIP Fund / Traffic Control Division / Improvements O/T Building Account / Veterans Memorial Pedestrian Bridge Project

LEGAL INFORMATION: Reviewed by Ella Gilbert on 02/22/2016 and approved as to form

STAFF RECOMMENDATION: Approval of award and Contract #20160045 to Demolish & Replace Two (2) Pedestrian Bridges at Veterans Memorial Parkway to Brothers' Construction, Inc. in the amount of \$344,941.50, plus a one-time \$10.00 indemnification fee. The Contract period is two hundred ten (210) calendar days with no option to renew.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 3/28/2016

LOCATION OF PROJECT: The two (2) pedestrian bridges are located on the west side of SE Veterans Memorial Parkway. One (1) is south of Lyngate Park and the other is south of the intersection of SE Veterans Memorial Pkwy and SE Triumph Road.

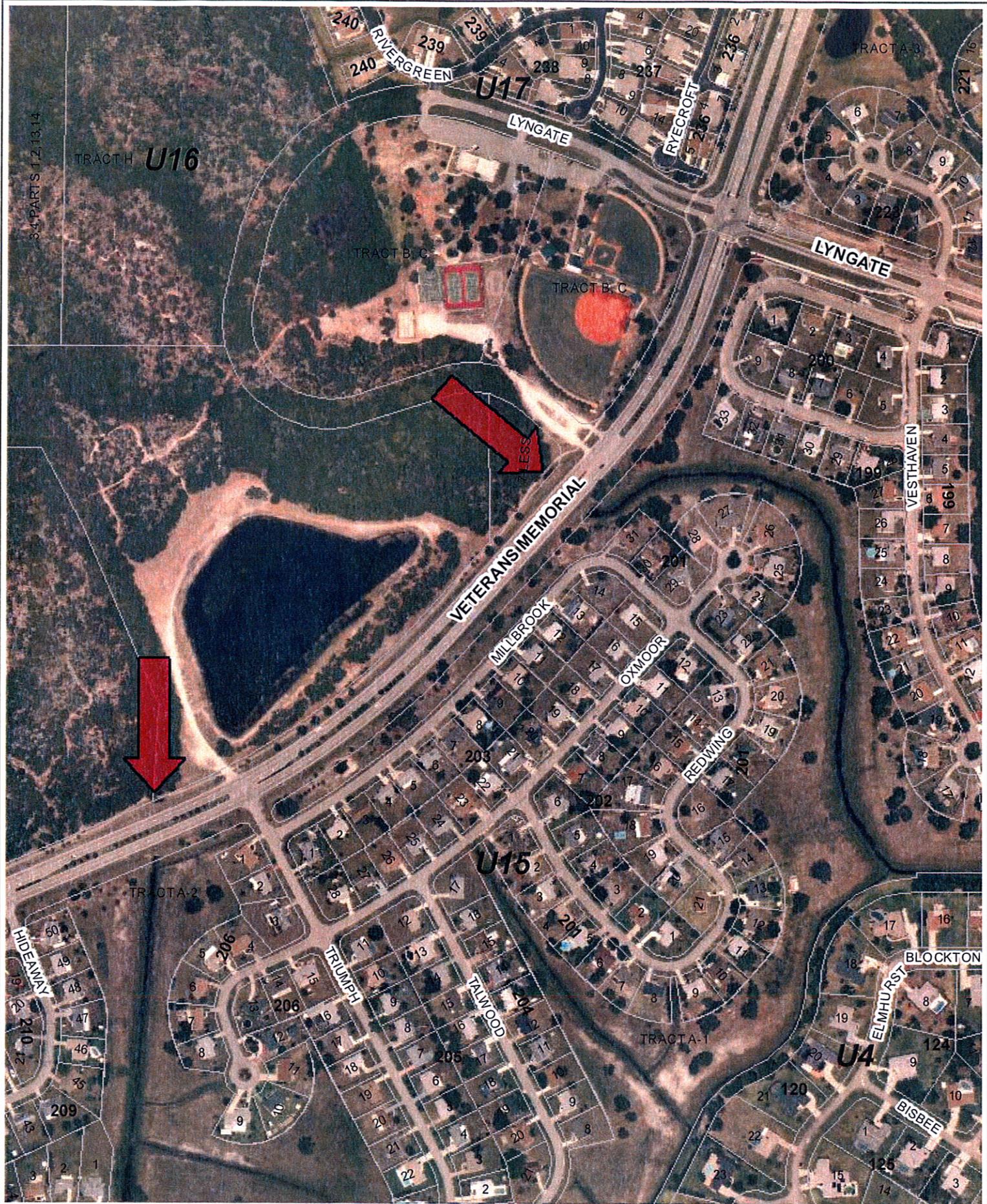
ATTACHMENTS: Project Location Map, Contract, E-Tabulation Report, Winning Proposal, Solicitation Request Form, E-Bid Document, Construction Plans, Attachments, Addenda, Sign In Sheets, Unsuccessful Proposals

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

RECEIVED

MAR 16 2016

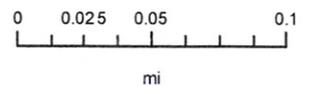
CITY MANAGER'S OFFICE



Veterans' Memorial Pkwy Pedestrian Bridge Replacements

Map produced by the City of Port St Lucie City Council Map Generator Website on: 3/3/2015

Scale:



mi

**CITY OF PORT SAINT LUCIE
CONTRACT #20160045**

This CONTRACT, executed this _____ day of _____, 2016, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and **BROTHERS' CONSTRUCTION, Inc.**, 6526 S. Kanner Highway, #345, Stuart, Florida 34997, Telephone No. (772) 692-9477, hereinafter called "Contractor", party of the second part.

RECITALS

In consideration of the below agreements and covenants set forth herein, the parties agree as follows:

**SECTION I
NOTIFICATIONS**

As used herein the Project Manager shall mean:

Heath Stocton, PE, or his designee.
City's Public Works Department
121 SW Port St. Lucie Blvd.
Port St. Lucie, Fl. 34984
Telephone: (772) 344-4239 Fax: (772) 871-5289
Email: hstocton@cityofpsl.com

As used herein the Contract Administrator shall mean:

Robyn Holder, CPPB
City of Port St. Lucie Procurement Management Department
121 SW Port St. Lucie Blvd.
Port St. Lucie, Fl. 34984
Telephone: (772) 344-4293 Fax: (772) 871-7337
Email: rholder@cityofpsl.com

As used herein the Contractor for this project shall mean:

Wade E. Diekman, President
Brothers' Construction, Inc.
6526 S. Kanner Highway, #345
Stuart, Florida 34997
Telephone: 772-692-9477
Email: wade@brothersconstructionfl.com

SECTION II DESCRIPTION OF SERVICES TO BE PROVIDED

The specific work that the Contractor has agreed to perform pursuant to the Bid Specifications #20160045, **Demolish & Replace Two (2) Pedestrian Bridges at Veterans Memorial Parkway** including all Attachments, all Addenda, Construction Plans, sheets #1 through #27 and all other restrictions and requirements are incorporated by this reference.

Scope of Work: The project is to demolish two (2) wooden pedestrian bridges and replace with new steel bridges on the west side of SE Veterans Memorial Parkway. Vehicular and pedestrian access must be maintained at all times. The work for this project includes, but not limited to:

- Sediment and Erosion Control
- Surveying
- Clearing and Grubbing
- Earthwork
- Drainage
- Signage
- Concrete Work
- Sodding
- Preparation of Record Drawings
- All work necessary to complete the project as shown and described in the Construction Plans prepared by American Consulting Engineers of Florida, LLC.

Hours of Service - The standard hours of work allowed in the City of Port St. Lucie's right-of-way are from 8:00 a.m. to sundown Monday through Friday. Any work performed by the Contractor outside of the aforementioned time limit requires special authorization by the City and requires that the Contractor obtain a noise permit from the City Police Department. All equipment operated at night shall comply with the noise levels established by the City of Port St. Lucie noise ordinance. Any additional costs associated with work outside of the hours of work allowed shall be borne by the Contractor. This shall include, but not be limited to costs of inspection, testing, police assistance, and construction administration.

All night, Saturday, Sunday, and/or Holiday work must be authorized by the City and requires that the Contractor obtain a noise permit from the City Police Department. All night work within the City's right-of-way requires a minimum forty eight (48) hour prior notice to the City. This clause shall not pertain to crews organized to perform maintenance work on equipment or to operate and maintain special equipment such as dewatering pumps, which may be required to work twenty four (24) hours per day.

SECTION III TIME OF PERFORMANCE

The Contract Period start date will be _____, 2016 and will terminate two hundred ten (210) calendar days thereafter on _____, 2016. The Contractor will be required to commence work under this Contract within ten (10) calendar days after the start date identified in this Contract. In the event all work required in the bid specifications has not been completed by the specified date, the Contractor agrees to provide work as authorized by the Project Manager until all work specified in the bid specifications has been rendered. Written requests shall be submitted to the Project

Manager for consideration of extension of completion time due to strikes, unavailable materials, or other similar causes over which the Contractor feels he has no control. Requests for time extensions shall be submitted immediately but in no event more than two (2) weeks upon occurrence of conditions, which, in the opinion of the Contractor, warrant such an extension with reasons clearly stated and a detailed explanation given as to why the delays are considered to be beyond the Contractor's control.

SECTION IV RENEWAL OPTION

Not applicable to this Contract.

SECTION V COMPENSATION

The total amount to be paid by the City to the Contractor is on a per unit price basis listed on Schedule "A" for a total amount of **\$344,941.50**, plus a one-time ten-dollar (\$10.00) payment for indemnification as provided in Section VIII herein. Payments will be disbursed in the following manner:

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

Progress Payments- The City may make partial payment during the progress of the work as follows: Partial payments, calculated from quantities of work in place multiplied by the Contract unit prices will be made in thirty (30) days after the receipt of the Pay Request. Partial Release of Liens from all Contractors, subcontractors, suppliers for materials and sub-sub contractors are to be attached to each Pay Request.

Acceptance and Final Payment - Upon receipt of written notice that the work is ready for final inspection and acceptance, the City will promptly make such inspection. When City finds the work acceptable under the terms of the Contract and the Contract is fully performed the entire balance will be due the Contractor and will be paid to the Contractor in thirty (30) calendar days. Such final payment to the Contractor shall be subject to the covenants in the Contract's Standard Specifications and any liquidated damages will be assessed against the Contractor at that time.

Before issuance of final payment, the Contractor shall submit evidence that all payrolls, material bills and other indebtedness connected with the work have been satisfied and paid in full. Final Release of Liens from all contractors, subcontractors, suppliers for materials and sub-subcontractors are to be attached to the final invoice.

Invoices for services shall be submitted once a month, by the tenth (10th) day of each month, and payments shall be made in thirty (30) days unless Contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made in thirty (30) calendar days of receipt of Contractor's valid invoice, provided that the invoice is accompanied by adequate supporting documentation, including any necessary partial release of liens, and is approved by the Project Manager as required under Section XIII of the Contract.

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

All invoices and correspondence relative to this Contract must contain the City's contract number and Purchase Order number and/or Visa Authorization number.

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

SECTION VI WORK CHANGES

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the contract price and time for completion. All changes will be authorized by a written change order approved by the Procurement Department Director, or her designee. Work shall be changed and the contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the contract price resulting in a credit or a charge to the City shall be at cost. Any dispute concerning work changes which is not resolved by mutual agreement shall be decided by the City Manager who shall reduce the decision to writing. The decision of the City shall be final and conclusive. Any and all changes in the amount of \$25,000.00 or higher per fiscal year require City Council approval and must be signed by the City Manager or his designee as representing the City.

SECTION VII CONFORMANCE WITH BID

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

SECTION VIII INDEMNIFICATION/INSURANCE

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

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

intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

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

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

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

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

An Additional Insured endorsement **must** be attached to the certificate of insurance and must include coverage for Completed Operations (should be ISO CG20101185 or 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 shall be provided in favor of the City. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests' provision as provided under the standard ISO form separation of insurers' clause.

The Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the Contractor does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form.

Demolish & Replace Two (2) Pedestrian Bridges
At Veterans Memorial Parkway

Certificate holder must be listed as additional insured. A waiver of subrogation shall be provided. Coverage shall apply on a primary basis.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read "**City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents and shall include Contract #20160045 – Demolish & Replace Two (2) Pedestrian Bridges at Veterans Memorial Parkway shall be listed as additionally insured.**". The Certificate of Insurance and policy shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage shall be attached to the Certificate of Insurance. All independent contractors and subcontractors utilized in this project shall furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

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

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

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

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

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

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

Payment & Performance Bonds: The Contractor, if required, shall furnish an acceptable recorded Performance and Payment Bond complying with the statutory requirements set forth in Section 255.05, Florida Statutes, in the amount of one hundred (100%) percent of the Contract price. A fully authorized Surety, licensed by the State of Florida shall execute the Performance and Payment Bond. The Performance and Payment Bond shall remain in full

force and effect a minimum of one (1) year after the work has been completed and the work has been accepted by the City and final payment has been made.

Should the Surety become irresponsible during the time the Contract is in force, the City may require additional and sufficient sureties and the Contractor shall furnish same to the satisfaction of the City within ten (10) days after written notice to do so. In default thereof, the Contract may be suspended as herein provided.

SECTION IX ACTS OF GOD

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

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

SECTION X PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

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

SECTION XI COMPLIANCE WITH LAWS

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

SECTION XII CLEANING UP

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

SECTION XIII INSPECTION AND CORRECTION OF DEFECTS

In order to determine whether the required material has been delivered or the required work performed in accordance with the terms and conditions of the Contract documents, the Project Manager shall make inspection as soon as practicable after receipt from the Contractor of a Notice of Performance or delivery ticket. If such inspection shows that the required material has been delivered and required work performed in accordance with terms and conditions of the Contract documents and that the material and work is entirely satisfactory, the Project Manager shall approve the invoice when it is received. Thereafter the Contractor shall be entitled to payment, as described in Section V. If, on such inspection the Project Manager is not satisfied, he shall as promptly as practicable inform the parties hereto of the specific respects in which his findings are not favorable. Contractor shall then be afforded an opportunity if desired by him, to correct the deficiencies so pointed out at no additional charge to the City, and otherwise on terms and conditions specified by the Project Manager. Upon failure of the Contractor to perform the work in accordance with the Contract Documents, including any requirements with respect to the Schedule of Completion, and after five (5) days written notice to the Contractor, the City may, without prejudice to any other remedy he may have, correct such deficiencies. The Contractor shall be charged all costs incurred to correct deficiencies. Such examination, inspection, or tests made by the Project Manager, at any time, shall not relieve Contractor of his responsibility to remedy any deviation, deficiency, or defect.

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

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

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

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

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

SECTION XIV ADDITIONAL REQUIREMENTS

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

The City shall be listed as an original owner on all manufacturers' warranties, if any, for materials and services. The warranties shall include a load rating at the end of construction that meets or exceeds AASHTO and Department standards and requirements.

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

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

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

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

Dress Code – All personnel in the employ of the selected Contractor shall be appropriately attired. Employees engaged in the course of work shall wear company uniforms neat and clean in appearance, readily identifiable to all

City employees and the public. No tee shirts with obscene pictures or writings will be allowed. Swimsuits, tank tops, shorts and sandals are also prohibited. Safety toed shoes shall be worn at all times.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Adjustments - The Contractor shall be responsible to arrange with utility companies for any adjustment necessary to the valve boxes, manholes, or castings so that they will conform to the new grade after placement of the sidewalk. The Contractor shall also be responsible to identify, and avoid damage to all utilities (publicly and privately owned) within the area where work is being performed.

Damages - The Contractor shall be responsible for the charge and care of all work from damage by the elements or from any cause whatsoever until the City confirms in writing to the Contractor that said work is, "substantially complete" and/or "accepted". The Contractor shall be responsible until said written notice is received to repair and make good at their expense any such damage.

Damage to Property – The Contractor shall preserve from damage all property along the line of work, or which is in the vicinity of or is in any way affected by the work, the removal, or destruction of which is not called for by the plans. This applies to public and private property, public and private utilities, trees, shrubs, crops, signs, monuments,

fences, guardrail, pipe and underground structures, public highways, etc. Whenever such property is damaged due to the activities of the Contractor, it shall be immediately restored to a condition equal to or better than existing before such damage or injury was done by the Contractor, and at the Contractor's expense. The Contractor's special attention is directed to protection of any geodetic monument, horizontal, vertical or property corner, located within the limits of construction.

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

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

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

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

SECTION XV ASSIGNMENT

The Contractor shall not delegate, sublet or subcontract any part of the work, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title of interest therein or his obligations there under, or monies due or to become due under this Contract, without prior written consent of the City. Contractor must perform at least thirty percent (30%) of the contracted scope of work. In case the Contractor assigns remaining percent or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the work called for in this Contract. Any assignment of the Contract shall in no way affect any provisions of Specifications or the Contract Documents.

SECTION XVI TERMINATION, DELAYS AND LIQUIDATED DAMAGES

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

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

B. Liquidated Damages for Delays. If material is not provided or work is not completed within the time stipulated in this Contract, including any extensions of time for excusable delays as herein provided, (it being impossible to determine the actual damages occasioned by the delay) the Contractor shall provide to the City one thousand seventy four (\$1,074.00) dollars as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed. The Contractor and his sureties shall be jointly and severally liable to the City for the amount thereof.

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

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

SECTION XVII LICENSING

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

SECTION XVIII SAFETY PRECAUTIONS

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

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

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

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

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

SECTION XIX LAW AND VENUE

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

SECTION XX REIMBURSEMENT FOR INSPECTION

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

SECTION XXI APPROPRIATION APPROVAL

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

SECTION XXII
ENTIRE CONTRACT

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

(Balance of page intentionally left blank.)

Demolish & Replace Two (2) Pedestrian Bridges
At Veterans Memorial Parkway

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 Brothers' Construction, Inc.

Print Representative's Name

State of: _____

County of: _____

Before me personally appeared: _____)
(please print)

Please check one:

Personally known _____

Produced Identification: _____
(type of identification)

Identification No. _____

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

WITNESS my hand and official seal, this _____ day of _____, 2016.

Notary Signature

Notary Public-State of _____ at Large.

My Commission Expires _____.

(seal)

SCHEDULE "A"

Item Number	Pay Item Number	Pay Item Description	Quantity	Unit	Unit Price	Total Amount
Roadway						
1	101-1	Mobilization	1	LS	\$34,800.00	\$ 34,800.00
2	102-1	Maintenance of Traffic	1	LS	\$10,000.00	\$ 10,000.00
3	102-60	Work Zone Sign	1200	ED	\$ 0.50	\$ 600.00
4	102-74-1	Barricade Temporary Type I, II, III, DI, Drum or LCD	1950	ED	\$ 0.25	\$ 487.50
5	102-74-5	Channelizing Device (Pedestrian Longitudinal Device)	1032	LF	\$ 2.50	\$ 2,580.00
6	104-10-3	Sediment Barrier	586	LF	\$ 2.00	\$ 1,172.00
7	104-11	Floating Turbidity Barrier	139	LF	\$ 10.00	\$ 1,390.00
8	110-1-1	Clearing & Grubbing	0.54	AC	\$10,000.00	\$ 5,400.00
9	120-6	Embankment	105	CY	\$ 25.00	\$ 2,625.00
10	285-709	Optional Base - Base Group 9	430	SY	\$ 15.00	\$ 6,450.00
11	339-1	Miscellaneous Asphalt	43	TN	\$ 100.00	\$ 4,300.00
12	522-1	Concrete Sidewalk & Driveways - 4 inch thick	170	SY	\$ 45.00	\$ 7,650.00
13	110-3	Removal of Existing Structures	858	SF	\$ 39.00	\$ 33,462.00
14	400-2-10	Class II Concrete Approach Slab	7.6	CY	\$ 600.00	\$ 4,560.00
15	400-4-5	Class IV Concrete Substructure	28	CY	\$ 600.00	\$ 16,800.00
16	415-1-5	Reinforcing Steel Substructure	3364	LB	\$ 1.25	\$ 4,205.00
17	415-1-9	Reinforcing Steel Approach Slab	412	LB	\$ 1.25	\$ 515.00
18	455-34-3	Pre-stressed Concrete Piles (18 Inch Square)	336	LF	\$ 200.00	\$ 67,200.00
19	460-7	Prefabricated Steel Truss Pedestrian Bridge	960	SF	\$ 135.00	\$ 129,600.00
20	515-2-221	Pedestrian / Bicycle Railing (Steel) (54 Inch Type I)	44	LF	\$ 120.00	\$ 5,280.00
21	570-1-2	Performance Turf Sod	2346	SY	\$ 2.50	\$ 5,865.00
22		GRAND TOTAL				\$ 344,941.50

E-BID #20160045
E-BID REPLY EXCEL SPREADSHEET
Demolish & Replace Two (2) Pedestrian Bridges
at Veterans Memorial Parkway
Schedule A

Company Name: Brothers' Construction, Inc.

Item Number	Pay Item Number	Pay Item Description	Quantity	Unit	Unit Price	Total Amount
Roadway						
1	101-1	Mobilization	1	LS	\$ 34,800.00	\$ 34,800.00
2	102-1	Maintenance of Traffic	1	LS	\$ 10,000.00	\$ 10,000.00
3	102-60	Work Zone Sign	1200	ED	\$ 0.50	\$ 600.00
4	102-74-1	Barricade Temporary Type I, II, III, DI, Drum or LCD	1950	ED	\$ 0.25	\$ 487.50
5	102-74-5	Channelizing Device (Pedestrian Longitudinal Device)	1032	LF	\$ 2.50	\$ 2,580.00
6	104-10-3	Sediment Barrier	586	LF	\$ 2.00	\$ 1,172.00
7	104-11	Floating Turbidity Barrier	139	LF	\$ 10.00	\$ 1,390.00
8	110-1-1	Clearing & Grubbing	0.54	AC	\$ 10,000.00	\$ 5,400.00
9	120-6	Embankment	105	CY	\$ 25.00	\$ 2,625.00
10	285-709	Optional Base - Base Group 9	430	SY	\$ 15.00	\$ 6,450.00
11	339-1	Miscellaneous Asphalt	43	TN	\$ 100.00	\$ 4,300.00
12	522-1	Concrete Sidewalk & Driveways - 4 inch thick	170	SY	\$ 45.00	\$ 7,650.00
13	110-3	Removal of Existing Structures	858	SF	\$ 39.00	\$ 33,462.00
14	400-2-10	Class II Concrete Approach Slab	7.6	CY	\$ 600.00	\$ 4,560.00
15	400-4-5	Class IV Concrete Substructure	28	CY	\$ 600.00	\$ 16,800.00
16	415-1-5	Reinforcing Steel Substructure	3364	LB	\$ 1.25	\$ 4,205.00
17	415-1-9	Reinforcing Steel Approach Slab	412	LB	\$ 1.25	\$ 515.00
18	455-34-3	Pre-stressed Concrete Piles (18 Inch Square)	336	LF	\$ 200.00	\$ 67,200.00
19	460-7	Prefabricated Steel Truss Pedestrian Bridge	960	SF	\$ 135.00	\$ 129,600.00
20	515-2-221	Pedestrian / Bicycle Railing (Steel) (54 Inch Type I)	44	LF	\$ 120.00	\$ 5,280.00
21	570-1-2	Performance Turf Sod	2346	SY	\$ 2.50	\$ 5,865.00
22		GRAND TOTAL				\$ 344,941.50

*Note: The unit price can only be two (2) decimals. Example: \$5.2555 is not acceptable - \$5.25 is acceptable

E-Bid Reply Sheet #20160045

Demolish & Replace Two (2) Pedestrian Bridges at Veterans Memorial Parkway

1. COMPANY NAME: Brothers' Construction, Inc.
DIVISION OF: N/A
PHYSICAL ADDRESS: 850 NW Federal Hwy., Ste. 208 Stuart, FL 34994
MAILING ADDRESS: 6526 S. Kanner Hwy., #345
CITY, STATE, ZIP CODE: Stuart, FL 34997
TELEPHONE NUMBER: (772) 692-9477 FAX NO. () N/A
CONTACT PERSON: Wade Diekman E-MAIL: wade@brothersconstructionfl.com

2. ORGANIZATIONAL PROFILE: (complete all appropriate information)

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

Wade E. Diekman
President
Craig A. Wood
Vice President
Craig A. Wood
Treasurer

How long in present business: 1+ yrs. How long at present location: 1+ yrs.

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

Is the firm claiming Local Preference under Chapter 35.12? (Yes)-- No

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

Table with 4 columns: Addendum Number, Date Issued, Addendum Number, Date Issued. Rows include #1 (2/2/2016), #2 (2/17/2016), #3 (2/23/2016).

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.

5. **BID RESPONSE:**

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

5.2 Percentage of discount when payment is made with Visa: _____ %

Please Note: The City has implemented a Purchasing Card Program. The Bidder can take advantage of this program and in consideration receive payment within several days instead of the City's payment policy. Any percentage off the bid price for the acceptance of Visa will be consideration in the bid award. If no such percentage is given, the City shall assume zero (0) percent discount applies.

5.3 Bid Reply Total from Schedule "A" on Lines #1 - 21: \$ 344,941.50
(This figure must match the E-Bid Reply Excel Spreadsheet and the figure that is to be used on the Demandstar web page. Discrepancies between the E-Bid Reply Excel Spreadsheet uploaded on Demandstar, the dollar amount listed on the web page at time of submittal and the E-Bid Reply Sheet #20160045 uploaded on Demandstar will be resolved in favor of the E-Bid Excel Spreadsheet that is uploaded at time of submittal.)

Reference Use Only- Use E-Bid Reply Excel Spreadsheet to reply to this Bid

Schedule A

Item Number	Pay Item Number	Pay Item Description	Quantity	Unit
Roadway				
1	101-1	Mobilization	1	LS
2	102-1	Maintenance of Traffic	1	LS
3	102-60	Work Zone Sign	1200	ED
4	102-74-1	Barricade Temporary Type I, II, III, DI, Drum or LCD	1950	ED
5	102-74-5	Channelizing Device (Pedestrian Longitudinal Device	1032	LF
6	104-10-3	Sediment Barrier	586	LF
7	104-11	Floating Turbidity Barrier	139	LF
8	110-1-1	Clearing & Grubbing	0.54	AC
9	120-6	Embankment	105	CY
10	285-709	Optional Base - Base Group 9	430	SY
11	339-1	Miscellaneous Asphalt	43	TN
12	522-1	Concrete Sidewalk & Driveways - 4 inch thick	170	SY
13	110-3	Removal of Existing Structures	858	SF
14	400-2-10	Class II Concrete Approach Slab	7.6	CY
15	400-4-5	Class IV Concrete Substructure	28	CY
16	415-1-5	Reinforcing Steel Substructure	3364	LB
17	415-1-9	Reinforcing Steel Approach Slab	412	LB
18	455-34-3	Pre-stressed Concrete Piles (18 Inch Square)	336	LF

Demolish & Replace Two (2) Pedestrian Bridges

19	460-7	Prefabricated Steel Truss Pedestrian Bridge	960	SF
20	515-2-221	Pedestrian / Bicycle Railing (Steel) (54 Inch Type I)	44	LF
21	570-1-2	Performance Turf Sod	2346	SY

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.

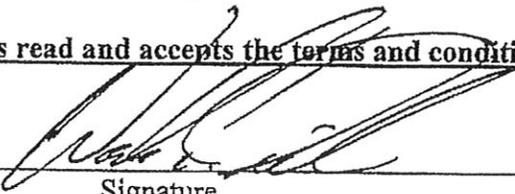
6. INSURANCE/CERTIFICATES/LICENSE - Bidders are required, in accordance with Bid document Section VIII, to submit a copy of their Insurance Certificate for the type and dollar amount of insurance they currently maintain. Bidders are required to submit all licenses and certifications required to perform construction of this project.

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

8. CERTIFICATION

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

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



 Signature

 President

 Title

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

Balance of page left intentionally blank

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Brothers' Construction, Inc. (Here insert full name and address or legal title of Contractor)

850 NW Federal Hwy Suite 120, Stuart, FL 34997 as Principal, hereinafter called the Principal, and (Here insert full name and address or legal title of Surety)

Westfield Insurance Company P. O. Box 5001, Westfield Center, OH 44251-5001

a corporation duly organized under the laws of the State of Ohio as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Port St. Lucie, Florida (Here Insert full name and address or legal title of Owner) 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984-5099

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

Dollars (\$ 5%)

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

WHEREAS, The Principal has submitted a bid for (Here insert full name, address and description of project)

Electronic Bid (E-Bid) #20160045, Demolition and Replacement of Two (2) Pedestrian Bridges at Veterans Memorial Parkway

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

Signed and sealed this 1st day of March 2016

Handwritten signature of a witness for Brothers' Construction, Inc.

Signature and seal of Brothers' Construction, Inc. Principal

Handwritten signature of a witness for Westfield Insurance Company

Signature and seal of Westfield Insurance Company Surety

Signature and seal of April L. Lively, Attorney-in-Fact & Florida Licensed Resident Agent

Inquiries: (407) 834-0022

General
Power
of Attorney

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

JACK W. GUIGNARD, BRYCE R. GUIGNARD, PAUL J. CIAMBRIELLO, APRIL L. LIVELY, JENNIFER L. MCCARTA, MARGIE LYNN MORRIS, CHRISTINE ANNETTE MORTON, JOINTLY OR SEVERALLY

of LONGWOOD and State of FL its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents cancelling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 06th day of OCTOBER A.D., 2015 .

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: *Dennis P. Baus*

Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this 06th day of OCTOBER A.D., 2015, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik

David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 1st day of March, 2016 A.D.



Frank A. Carrino Secretary
Frank A. Carrino, Secretary

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. Brothers' Construction, Inc.		
	2 Business name/disregarded entity name, if different from above Brothers' Construction, Inc.		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> 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. <input type="checkbox"/> Other (see instructions) ▶ _____		<input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate
	5 Address (number, street, and apt. or suite no.) 6526 S. Kanner Hwy., #345		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) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	6 City, state, and ZIP code Stuart, FL 34997		Requester's name and address (optional)
	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.

Social security number									
or									
Employer identification number									
3	5	-	2	5	1	7	5	9	4

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.

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 ▶ 1-6-2014
------------------	----------------------------	------------------------

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/8/2016

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 Frank H. Furman, Inc. 1314 East Atlantic Blvd. P. O. Box 1927 Pompano Beach FL 33061	CONTACT NAME: Jennifer Martin	
	PHONE (A/C, No, Ext): (954) 943-5050 FAX (A/C, No): (954) 942-6310 E-MAIL ADDRESS: jenny@furmaninsurance.com	
INSURED Brothers Construction, Inc 6526 S. Kanner Hwy Suite #345 Stuart FL 34994	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Continental Insurance Company	35289
	INSURER B: Wesco Insurance Company	25011
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: 2015 Master LL Lines w/en REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			ML9780647	10/15/2015	5/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 1,000,000 OTHER: \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			WPP1256620	4/1/2015	4/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Florida PIP Basic \$ 10,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			EX121932	4/22/2015	4/22/2016	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WVC3178265	12/15/2015	12/15/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Hull-Per company Schedule Protection & Indemnity			H876574	4/22/2015	4/22/2016	Marine Pollution \$1,000,000 Proection & Indemnity \$1,000,000

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

CERTIFICATE HOLDER Sample COI For Bidding & Proof of Coverage	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 Dirk DeJong/SR

© 1988-2014 ACORD CORPORATION. All rights reserved.



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JIM BOXOLD
SECRETARY

June 1, 2015

BROTHERS' CONSTRUCTION, INC.
6526 S KANNER HWY #345
STUART FL 34997

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 6/30/2016. However, the new application is due 4/30/2016.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements and, if applicable, the audited interim financial statements. Section 337.14 (4) F.S. provides that your certificate will be valid for 18 months after your financial statement date. This gives a two month period to allow you to bid on jobs as we process your new application for qualification. To remain qualified with the Department, a new application must be submitted subsequent to any significant change in the financial position or the structure of your firm as described in Section 14-22.005(3), Florida Administrative Code.

Your company's maximum capacity rating has been established based on X Audited Reviewed financial statements. To access it, please log into the Contractor Prequalification Application System via the following link:
<https://www3.dot.state.fl.us/ContractorPreQualification/>

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

FDOT APPROVED WORK CLASSES:

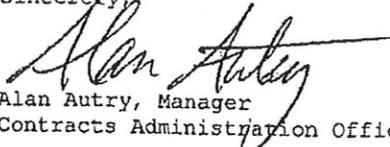
DRAINAGE, GRADING, MINOR BRIDGES, R&R MINOR BRIDGES

FDOT APPROVED SPECIALITY CLASSES OF WORK:

DREDGING, DRIVING STEEL SHEET PILE, FENDER SYSTEMS, PILE DRIVING, RIP RAP, RUBBLE RIP RAP, SEAWALL, TIEBACK WALLS, DEWATERING

You may apply, in writing, for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code. Please be advised if certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

Sincerely,


Alan Autry, Manager
Contracts Administration Office

AA:cj

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



LICENSE NUMBER

GBC053058

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

WOOD CRAIG ALDEN
BROTHERS CONSTRUCTION INC
526 RUSTIC CIRCLE
STUART FL 34997



ISSUED: 11/16/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1411160001788



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

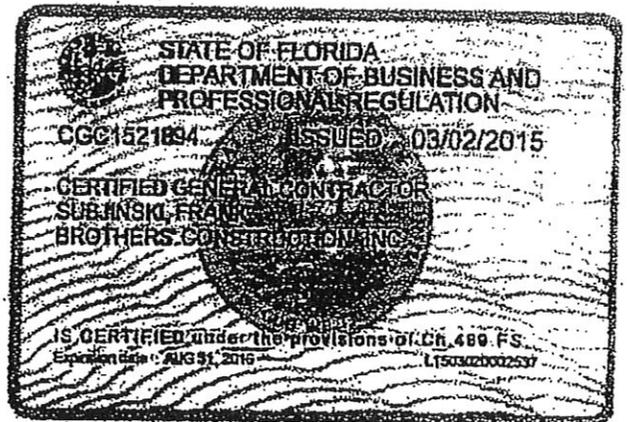
(850) 487-1395

SUBJINSKI, FRANK
BROTHERS' CONSTRUCTION, INC.
229 33RD AVE SOUTH
JACKSONVILLE BEACH FL 32250

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!



DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

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

LICENSE NUMBER	CGC1521894
----------------	------------

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

SUBJINSKI, FRANK
BROTHERS' CONSTRUCTION, INC.
850 NW FEDERAL HWY, SUITE 1120
STUART, FL 34997




ISSUED 03/02/2015 DISPLAY AS REQUIRED BY LAW SEQ # L150302002537



City of Stuart
Development Department
121 SW Flagler Avenue - Stuart, Florida 34994-2139
Phone (772) 288-5326 Fax (772) 288-5388


BROTHERS CONSTRUCTION
SUBJINSKI, FRANK
850 NW FEDERAL HWY
SUITE 120
STUART FL 34997

Contractor ID: AP15090011
License Type: CGC
Expires: September 30, 2016

Dear Contractor:

The above form is your City of Stuart Contractor Registration, which will expire September 30, 2016.

If you have any questions, Please contact a Permit Technician at 772-288-5326.

Stuart CITY OF STUART
LOCAL BUSINESS TAX RECEIPT
 2015-2016

RECEIPT NO.	ACCOUNT NO.	CATEGORY NO.
11580	27943	170510

TAX YEAR BEGINS OCTOBER 1 AND ENDS SEPTEMBER 30.
 PAYMENT OCTOBER 1 CONSTITUTES VIOLATION
 OF CITY CODE OF ORDINANCES

This local business tax receipt does not permit the holder to operate in violation of any City law, ordinance, or regulation. Any changes in location or ownership must be approved by the City License Section, subject to zoning restrictions. This receipt does not constitute an endorsement, approval, or disapproval of the holder's skill or competence or of the compliance or non-compliance of the holder with certain laws, regulations, or standards.

BUSINESS TYPE	CONTRACTOR - BUILDING
OWNER AND REGISTRATION	WOOD, CRAIG A. 850 NW FEDERAL HWY # 120
STUART LICENSE	CBC053058
DESCRIPTION	

Local Business Taxing Questions 772-288-5319

AMOUNT	FEE	PENALTY	TRANSFER	MISCELLANEOUS	PAID
100.00	0.00	0.00	0.00	0.00	100.00

BUSINESS NAME AND MAILING ADDRESS	BROTHER'S CONSTRUCTION INC WOOD, CRAIG A. 6526 S KANNER HWY #345 STUART FL 34997
-----------------------------------	--

DATE	07/22/2015
------	------------

CHERYL WHITE
 CITY CLERK

KEEP THIS RECEIPT - NO TRANSFER WITHOUT ORIGINAL RECEIPT

THIS IS NOT AN INVOICE

THIS IS YOUR LOCAL BUSINESS TAX RECEIPT

CONTRACTOR'S QUESTIONNAIRE

It is understood and agreed that the following information is to be used by the City to determine the qualifications of prospective Contractor to perform the work required. The Contractor waives any claim against the City that might arise with respect to any decision concerning the qualifications of the Contractor.

The undersigned attests to the truth and accuracy of all statements made on this questionnaire. Also, the undersigned hereby authorizes any public official, Engineer, Surety, bank, material or equipment manufacturer, or distributor, or any person, firm or corporation to furnish the City any pertinent information requested by the City deemed necessary to verify the information on this questionnaire.

Dated at 850 NW Federal Hwy, #208 Stuart, FL 34994, this 1st day of March, 2016
(Location)

Name of Organization/Contractor: Brothers' Construction, Inc.

By: Wade E. Diekman, President
Name and Title

1. Corporation, Partnership, Joint Venture, Individual or other? Corporation
2. Firm's name and main office address, telephone and fax numbers

Name: Brothers' Construction, Inc.

Address: 850 NW Federal Hwy., Ste. 208
Stuart, FL 34994

Telephone Number: 772-692-9477

Fax Number: N/A

3. Contact person: Wade E. Diekman Email: wade@brothersconstructionfl.com

4. Firm's previous names (if any). N/A

5. How many years has your organization been in business? 1+

6. List five (5) pedestrian bridge replacement construction projects similar to this project completed by your firm along with a brief description of project, location of project, client name, client phone number, value of contract, your firm's percentage of the total contract value, as well as the number of change orders and the total change order value.

Project Number 1

Project Name: Savona Blvd. Pedestrian Bridge

Description & year completed: install pedestrian bridge and sidewalk, completed in 2015

Demolish & Replace Two (2) Pedestrian Bridges

Location: Port St. Lucie, FL

Client Name, Phone Number & Email: Engecon Construction, 561-585-1565, engeconconstruction@gmail.com

Value of Total Contract: \$279,283.72

Firm's Percentage of Total Contract: 100%

Number of Change Orders: 5

Value of Change Orders: \$-1896.12

Was Project Completed on Schedule: yes

Was Project Completed within Budget? yes

Project Number 2

Project Name: Hogan Creek Bridge

Description & year completed: Milling and resurfacing, base work, drainage improvements, sidewalks/bicycle paths, bridge and other incidental construction at SR 10A and N. Washington Street at Hogan Creek Bridge

Location: Duval County, Florida

Client Name, Phone Number & Email: FDOT, District 2

Value of Total Contract: \$1,759,555.04

Firm's Percentage of Total Contract: 100

Number of Change Orders: 0

Value of Change Orders: 0

Was Project Completed on Schedule: ongoing, estimated completion May 2016

Was Project Completed within Budget? yes

Project Number 3

Project Name: County Line Road Bridge Repair

Description & year completed: Flowable fill and sand cement bridge repair Completed 2015

Location: Hobe Sound, FL

Client Name, Phone Number & Email: Martin County BOCC, 772-288-5957, kvreeland@martin.fl.us

Value of Total Contract: \$5600.00

Firm's Percentage of Total Contract: 100%

Number of Change Orders: 0

Value of Change Orders: 0

Was Project Completed on Schedule: yes

Was Project Completed within Budget? yes

Project Number 4

Demolish & Replace Two (2) Pedestrian Bridges

Project Name: Riverwalk Expansion
Description & year completed: Construct 10' wide pedestrian boardwalk and improvements at Colorado Ave. Park.
Completed 11/2015
Location: Stuart, FL
Client Name, Phone Number & Email: City of Stuart, Marc Rogolino, mrogolino@ci.stuart.fl.us 772-221-4700
Value of Total Contract: \$391,731.62
Firm's Percentage of Total Contract: 100%
Number of Change Orders: 5
Value of Change Orders: \$27,358.62
Was Project Completed on Schedule: yes
Was Project Completed within Budget? yes

Project Number 5

Project Name: Fort Fraser Trail
Description & year completed: to start April 2016
Replace a shared use path bridge for the Fort Fraser Trail
Location: Polk County, FL
Client Name, Phone Number & Email:
Value of Total Contract: \$618,558.00
Firm's Percentage of Total Contract: 100%
Number of Change Orders: 0
Value of Change Orders: 0
Was Project Completed on Schedule: will be
Was Project Completed within Budget? will be

7. List subcontractors and major material suppliers for the project. Include the duties that will be assigned to them, email addresses and telephone numbers. Insert additional sheets if necessary. **Attach all licenses and certifications that qualify them to perform the work. MUST attach the FDOT Prequalification Letter for Minor Bridges.**

TBD

8. Status of current contracts. Please provide the name & number of current contracts as well as a sample list of the projects currently underway.

Demolish & Replace Two (2) Pedestrian Bridges

9. Has the Proposer or any principals of the applicant organization failed to qualify as a responsible Contractor; refused to enter into a contract after an award has been made; failed to complete a contract during the past five (5) years or been declared to be in default in any contract or been assessed liquidated damages in the last five (5) years? List the name of project, location, client, engineer, date and reason. Use additional pages if needed.

Total Number of Projects where Failure to Complete Work Occurred: 0

Project Number 1

Project Name:

Project Location:

Client Name and Phone Number:

Engineer Name and Phone Number:

Date:

Reason:

Insert additional projects if needed.

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

Yes ()

No (x)

If yes, please explain:

11. List any lawsuits pending or completed within the past five (5) years involving the corporation, partnership or individuals with more than ten percent (10 %) interest:
No lawsuits pending or completed.

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

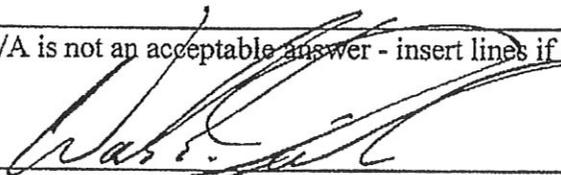
12. List any judgments from lawsuits in the last five (5) years:
No judgements from lawsuits

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

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

No criminal violations exist

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



Signature

President

Title

CITY OF PORT ST. LUCIE, FLORIDA
SEALED BID NO. 20160045
PROJECT TITLE: Demolish & Replace Two (2) Pedestrian Bridges
at Veterans Memorial Parkway

CONTRACTOR VERIFICATION FORM

THE FOLLOWING IS TO COMPLETED BY PRIME BIDDER:

Name of Firm: Brothers' Construction, Inc.

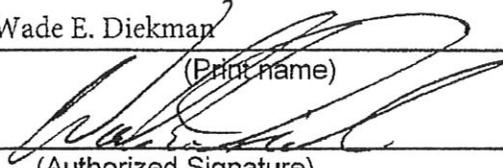
Corporate Title: President

Address: 6526 S. Kanner Hwy., #345

Stuart, FL 34997

(Zip Code)

By: Wade E. Diekman President
(Print name) (Print title)


(Authorized Signature)

Telephone: (772) 692-9477

Fax: () N/A

State License # CGC#1521894 (ATTACH COPY)

County License # CBC053058 (ATTACH COPY)

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

Type of License: Certified General Contractor

Unlimited yes (yes/no)

If "NO", Limited to what trade? _____



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

Demolish & Replace Two (2) Pedestrian Bridges

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

Brothers' Construction, Inc.

Signature

Printed Name and Title

Wade E. Diekman, President

Date 3/1/2016

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.

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

SEALED E-BID NO. 20160045

**PROJECT TITLE: Demolish & Replace Two (2) Pedestrian Bridges
at Veterans Memorial Parkway**

State of Florida }

County of Martin }

Wade E. Diekman, being first duly sworn, disposes and says that:
(Name/s)

1. They are President of Brothers' Construction, 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) [Signature]
(Title) President

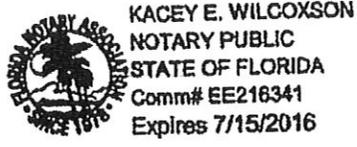
STATE OF FLORIDA }
COUNTY OF St. Lucie)SS:

The foregoing instrument was acknowledged before me this March 1, 2016
(Date)

by: Wade E. Diekman who is personally known to me or who has produced
_____ as identification and who did (did not) take an oath.

Kacey E. Wilcoxson
Notary (print & sign) name)

Commission No. 7-15-16



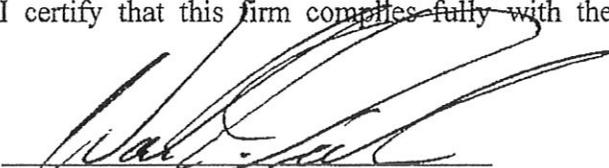
DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that
Brothers' Construction, 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

March 1, 2016

Date

CHECKLIST
BID # 20160045
PROJECT TITLE: Demolish & Replace Two (2) Pedestrian Bridges
at Veterans Memorial Parkway

Name of Bidder: Brothers' Construction, 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 #20160045 with proper signatures upload to Demandstar.
- E-Bid Reply Excel Spreadsheet – Schedule A uploaded to Demandstar.
- Drug-Free Workplace Form uploaded to Demandstar.
- 5% Bid Security uploaded to Demandstar and mailed in within five (5) business days after the opening or the bid may be considered non-responsive.
- All pricing has been mathematically reviewed and all corrections have been initialed.
- Each Bid Addendum (when issued) is acknowledged on the E-Bid Reply Sheet #20160045.
- W-9 as per Section 1.13 uploaded to Demandstar.
- Copy of Insurance Certificate in accordance with Section VIII of the Sample Contract uploaded to Demandstar.
- Copy of appropriate State license, City licenses and any certifications to perform the proposed work in the City of Port St. Lucie uploaded to Demandstar. Including all subcontractors licenses.
- Has reviewed the Contract and accept all City Terms and Conditions.
- Contractor's Questionnaire uploaded to Demandstar.
- Required forms: Non-Collusion Affidavit of Prime Bidder; List of Current Contracts; Vendor Code of Ethics and Contractor Verification Form. All forms are to be uploaded to Demandstar.
- List of all sub-contractors (Use the Questionnaire for providing all sub-contractors). All requested information is to be uploaded to Demandstar.
- Copy of the Checklist uploaded to Demandstar.

THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET

SOLICITATION REQUEST

Department: Public Works Department Technical Specialist: Heath Stocton Extension: 4239

Item/Description of Work Summary: (This is the scope of work and is not to be included in the technical specifications) Obtain the services of a licensed contractor for the demolition and replacement of two (2) existing wooden pedestrian bridges on the west side of SE Veterans Memorial Parkway. Vehicular and pedestrian access must be maintained at all times.

Technical Specifications Attached: 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 210 days

Replacement: Yes No Budgeted Amount: \$445,000 If professional services what is the estimated construction cost N/A Any grant funds being used No

Liquidated damages amount; \$1,099 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
	304	4121	563000	Y1513

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: Existing wooden bridges were installed over 20 years ago and are showing signs of rotting and general degradation. Repair isn't feasible, so removal and replacement is needed.

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? No

If this is a building, how many stories? N/A

Jama E. Ormstadt
 Department Head Approval

12/22/15
 Date

REQUEST FOR SEALED E-BID

Request for Sealed Electronic Bid #20160045 to Demolish & Replace Two (2) Pedestrian Bridges at Veterans Parkway will be received by the City of Port St. Lucie, in the Procurement Management Department, 3rd Floor, Suite 390, Bldg "A" of the Municipal Complex, at 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984-5099, until 3:00:00 p.m. on March 1, 2016. Specifications may be obtained from DemandStar by Onvia, telephone (800) 711-1712, or from the Procurement Management Department. A Bid package received from any other source is at the vendor's risk.

Billing for this advertisement must be sent to:

City of Port St. Lucie
Procurement Management Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099

This advertisement is to run on:

Saturday, January 30, 2016

This section for Procurement Management Department use only.

Advertisement placed by: Robyn Holder, CPPB

Telephone Number: 772-344-4293 Fax Number: 772-871-7337

(place an 'x' in the box below for the appropriate newspaper)

Tribune	Date:	1st Ad	2nd Ad
Post	Date:	1st Ad	2nd Ad

Fax to 600-1450 or

E-mail to: stlucielegals@tcpalm.com

Sales Rep: Linda Klein (T9103)

Phone: (772) 692-8966

Email: linda.klein@tcpalm.com

> Account Information

Date: 01/26/16

Account Number: 462980 (T10000793)

Name: CITY OF PORT ST LUCIE

Contact:

Email: CKRAMER@CITYOFPSL.COM

Address: 121 SW PORT ST LUCIE BLVD, PORT ST LUCIE, FL,
34984

Phone: (772) 344-4390

Fax: (772) 871-5203

> Insertion Information

This is a proof of your ad scheduled to run on the dates indicated below.

Please confirm placement prior to deadline by contacting your account rep at (772) 692-8966 .

Ad Id: 910114 P.O. No.: Bid 20160045 Total Cost: \$40.56

Tag Line: Request for Bids: 20160045:Veterans Pkw

Start Date: 01/30/16

Stop Date: 01/30/16

Number of Times: 1

Class: 16260 - Request for Bids

Publications: TC-TC News-Press-Tribune, TC-Internet tcpalm.com

Thank you for your business. Our commitment to a quality product includes the advertising in our publications. As such, Journal Media Group reserves the right to categorize, edit and refuse certain classified ads. Your satisfaction is important. If you notice errors in your ad, please notify the classified department immediately so that we can make corrections before the second print date. The number to call is 877-247-2407. Allowance may not be made for errors reported past the second print date. The Treasure Coast Newspapers may not issue refunds for classified advertising purchased in a package rate; ads purchased on the open rate may be pro-rated for the remaining full days for which the ad did not run.

I agree this ad is accurate and as ordered.

REQUEST FOR SEALED E-BID

Request for Sealed Electronic Bid #20160045 to Demolish & Replace Two (2) Pedestrian Bridges at Veterans Parkway will be received by the City of Port St. Lucie, in the Procurement Management Department, 3rd Floor, Suite 390, Bldg "A" of the Municipal Complex, at 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984 5099, until 3:00:00 p.m. on March 1, 2016. Specifications may be obtained from DemandStar by Onvia, telephone (800) 711-1712, or from the Procurement Management Department. A Bid package received from any other source is at the vendor's risk.

Pub: January 30, 2016
TCN 910114

**SEALED ELECTRONIC BID (E-BID) DOCUMENTS
FOR**



CITY OF PORT ST. LUCIE

**DEMOLISH & REPLACE TWO (2) PEDESTRIAN BRIDGES AT
VETERANS MEMORIAL PARKWAY**

**Sealed Electronic Bid # 20160045
(E-BID)**

Prepared by:
Robyn Holder, CPPB
City of Port St. Lucie
Procurement Management Department
Phone: 772-344-4293 Fax: 772-871-7337
Email: rholder@cityofpsl.com

TABLE OF CONTENTS

<u>Description</u>	<u>Page</u>
Invitation To Bid	3
Intent	5
General Requirements	5
Specific Requirements	10
Additional Information	11
Bid Reply Form	12
Contractor's Questionnaire	15
Sample Contract	19
Forms	
Drug Free Workplace Form	35
Contractor Verification Form	36
Non-collusion Affidavit of Prime Bidder	37
Vendor Code of Ethics	38
Checklist	40
Attachments:	
A – Construction Plans	1 - 27

INVITATION TO BID

Sealed Electronic Bid (E-Bid) #20160045 for the Demolition and Replacement of Two (2) Pedestrian Bridges at Veterans Memorial Parkway will be received by the City of Port St. Lucie, in the Procurement Management Department, 3rd Floor, Suite 390, Building "A" of the Municipal Complex located at 121 SW Port St. Lucie Blvd., Port St. Lucie, Florida 34984-5099, until **March 1, 2016 at 3:00:00 P.M. EST.**

Each Bidder(s) must deposit with his/her bid, a bid bond, or bid guaranty, in the amount five percent (5%) of the total price, made payable to the City of Port St. Lucie. Bid Bond shall be either a certified check, cashier's check, Irrevocable Letter of Credit from a solvent national or state bank, or Bid Bond issued by a Surety licensed to conduct business in the State of Florida. Surety shall have a rating of A or A+ by "Best's Rating Guide". The Bid Bond must be scanned and uploaded onto DemandStar.com along with all other required documents, thus showing evidence that a Bid Bond was obtained. Bidders will send the **ORIGINAL** Bid Bond to the City immediately after the opening date. The original Bid Bond is to be received within **five (5) business days** of the opening or the bid may be deemed non-responsive. The accepted Contractor's security will be retained until execution of the Contract. The City will retain the remaining Contractors' security until a Contract has been executed, or until ninety (90) calendar days after the quote opening date, whichever is shorter.

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

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

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

The City reserves the right to extend the bid opening date when no responses or only one (1) response is received. Receipt of a bid in any other form does not satisfy this requirement. **No hard copies will be accepted.**

Submit all questions in writing concerning procedures for responding to this bid or regarding the Contract Documents, to Robyn Holder, CPPB in the City of Port St. Lucie Procurement Management Department, 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida 34984, Phone (772) 344-4293, Fax (772) 871-7337, and email: rholder@cityofpsl.com . The City will not be responsible for oral clarification of questions. Questions received after **February 22, 2016** may not be answered, and will not be cause for additional compensation. To ensure fair consideration for all Bidders, it must clearly understand that Ms. Holder is the only individual authorized to represent the City during the bidding and contract award time frame.

Questions submitted to any other person in any department, including the Mayor, will not be addressed. Questions will be answered in the form of an addendum. The Bidder(s), in turn, shall acknowledge receipt of the addendum by listing the Addendum number and the date of issuance in the submittal of his/her bid. The City will not be responsible for any interpretation, other than those transmitted by addendum to the bid, made or given prior to the bid award. The Bidder(s) is responsible for verifying they have received all Bid Addenda.

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

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

Documents required for this E-Bid:

- E-Bid Specifications, pages 1 - 41.
- E-Bid Reply Sheet #20160045, pages 12 - 14 (included in E-Bid Specifications)
- E-Bid Reply Excel Spreadsheet, page 1 (not included in E-Bid Specifications)
- Attachment A – Construction Plans, prepared by American Consulting Engineers of Florida, LLC, pages 1 – 27 (not included in E-Bid Specifications)

Robyn Holder, CPPB
Procurement Manager

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

Balance of page left intentionally blank

SEALED BID # 20160045
Demolish & Replace Two (2) Pedestrian Bridges
at Veterans Memorial Parkway

INTENT

The City of Port St. Lucie desires to obtain quotations from qualified individuals, firms, and legal entities relative to the Demolition and Replacement of Two (2) Pedestrian Bridges at Veterans Memorial Parkway. The Contract period is estimated at two hundred ten (210) calendar days with no renewal option.

It is the intent of the City to enter into a unit price contract with one (1) qualified Contractor to provide all of the labor, supervision, equipment, machinery, tools, materials, permits, transportation, utilities, and other incidentals required to complete the work in accordance with the Contract Documents. All work shall be in accordance with the Construction Plans prepared by American Consulting Engineers of Florida, LLC consisting of pages 1 – 27.

The Contractor must have all the required licenses and certifications necessary to perform this work. The approved license for this work is a State of Florida General Contractor License. The Contractor or his subcontractor must be FDOT prequalified for Minor Bridges and have all required certifications and licenses necessary to perform this work. It is the Contractor's responsibility to verify with the City's Building Department that they possess the proper licenses and certifications to perform the work prior to submitting a bid.

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

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

1. GENERAL REQUIREMENTS

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

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

1.3 Examination of Drawings, Site and Contract Documents - Bidders shall thoroughly examine these specifications and all other drawings, documents or other materials referred to herein and conduct such investigations and visits as may be necessary to thoroughly inform themselves regarding existing plant, facility, personnel and other conditions relative to compliance with this specification. Before submitting bids, each Bidder(s) is recommended to visit the location of the proposed work to fully understand the existing site/surface/subsurface/above surface conditions, and examine the Contract Documents, to become familiar with all provisions affecting the work. Failure to fully understand the

existing site conditions, or Contract Documents, will not relieve the contractual obligations or be cause for additional compensation.

No plea of ignorance by the Bidder of conditions that exist or may hereafter exist, as a result of failure or omission on the part of the Bidder to make said investigations and visits, and/or failure to fulfill in every detail the requirements of this specification and documents promulgated therein, will be accepted as a basis for varying the requirements of the City or the compensation of the Bidder(s).

It is the responsibility of the Bidder(s) to consider federal, state, and local laws and regulations that may affect cost, progress, performance or furnishing of the work; to study and carefully correlate Bidder's knowledge and observations with the Contract Documents and such other related data; and to promptly notify Engineer of all conflicts, errors, ambiguities or discrepancies, which any Bidder has discovered in or between the Contract Documents and such other related documents.

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

1.5 Qualifications - Bidders shall have the necessary organization, experience, capital, license, certification and equipment to carry out the provisions of the Contract to the satisfaction of the City. Bidders must submit all licenses and certifications required to perform this project with the E-Bid Reply Sheet #20160045. **It is the Bidder's responsibility to verify with the City's Building Department that they possess the proper City license necessary to perform the work prior to submitting a bid for this project.** Five (5) references shall be listed in the Questionnaire from existing firms in Florida to which it has provided these types of services in the past or with which it is under Contract for such services presently and the names of company representatives who may be contacted for references shall be furnished. The City of Port St. Lucie shall **NOT** be used as a reference. References are subject to verification by the City and will be utilized as part of the award process. If requested, performance history, list of projects recently completed and in process, major equipment available for this project and experience of the principal members of the Bidder's organization must be furnished within seven (7) days.

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

- ◆ Have sufficient financial resources to complete the order
- ◆ Can meet quoted delivery considering all other business commitments
- ◆ Has a satisfactory record of performance
- ◆ Has adequate staffing to fulfill requirements
- ◆ Has the necessary production, technical equipment and facilities (or ability to readily obtain them)

Demolish & Replace Two (2) Pedestrian Bridges

- ◆ Has necessary organization experience, operational controls, and technical skills (or ability to readily obtain them)
- ◆ Bidder is a manufacturer, supplier, authorized distributor or vendor for the requirement
- ◆ The Bidder is qualified and eligible to receive an award under applicable laws and regulations
- ◆ Has bid within a competitive price range in relation to the needed goods, services or construction
- ◆ The skill and experience demonstrated by the Bidder in performing contracts of a similar nature
- ◆ The Bidder's past performance with City
- ◆ Has met all requirements of the solicitation (delivery, quality and price)
- ◆ Has met bounds of commonality. Absolute conformity is not required, just substantial or material compliance
- ◆ Has met bid security requirements. Lack of security, where required, is a material nonconformity
- ◆ Price: The element of price is but one of the criteria elements. When considering a proposal:
The City will evaluate the pricing offered by the Bidder; consider lifecycle costing, and depreciation
- ◆ Determine what proposal provides the best value to the City for the selected items
- ◆ City Ordinance Section 35.12 Local Preference will apply
- ◆ Award will be based on Line Items 1 – 21 that represents the best value to the City

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

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

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

1.6.3 Best and Final Offer - The City reserves the right to negotiate with all bidders for the purpose of obtaining best and final offers. Bidders shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. Any such revisions may be permitted throughout negotiations after submissions and prior to award for obtaining best and final offers. Any revisions to scope or work will be offered to all bidders for the purpose of obtaining the best and final offer. The City at any time during these negotiations may request a "best and final offer" from any or all of the responsive and responsible bidders

that submitted proposals. At the date and time established by the City the “best and final offer” will be provided in a sealed envelope at a public meeting and will follow the same procedure as a formal bid opening.

1.6.4 Tie Bid Statement - If there are identical tie bids, in accordance with Section 287.087, Florida Statutes, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids are equal with respect to price, quality, and service are received by the City for the procurement of commodities or Contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Please submit the form that is enclosed with your bid response.

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

1.8 Submittal of E-Bid - Unless otherwise provided herein, all bids shall be submitted by completing and returning the E-Bid Reply Sheet and any other documentation that is required by this bid. The E-Bid Reply Sheet #20160045 should be typed or printed and signed in blue ink. The individual signing the bid must initial all changes. All submittals are required to be electronic and preferably contained in two (2) file. **No hard copies will be accepted.**

- A. Request Bid Specifications, #20160045 from Onvia, via phone 800-711-1712 or via internet www.cityofpsl.com
- B. Download the E-Bid Reply Sheet #20160045 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 #20160045.

File #1 – Upload the Excel Spreadsheet in Excel Format:

- D. Enter total price on E-Bid Reply Sheet #20160045. Totals shall agree with the E-Bid Reply Excel Spreadsheet that is to be uploaded at time of submittal. Discrepancies between the E-Bid Reply Excel Spreadsheet uploaded on Demandstar, the dollar amounts listed on the web page at time of submittal and the E-Bid Reply Sheet #20160045 uploaded on Demandstar will be resolved in favor of the E-Bid Reply Excel Spreadsheet that is uploaded at time of submittal. Upload the E-Bid Reply Excel Spreadsheet on Demandstar as File #1.
- E. Electronically sign the E-Bid Reply Sheet #20160045 where indicated.

File #2:

- F. Upload and submit the E-Bid Reply Sheet #20160045, Contractor's Questionnaire, Non-Collusion Affidavit of Prime Bidder, Contractor Verification Form, 5% Bid Bond (to be received within five (5) business days after the opening or your bid may will be deemed non-responsive), Insurance Certificate(s), Drug Free Workplace Form, W-9 Form, Vendor Code of Ethics, and the Checklist onto Demandstar by the due date and time. Acknowledge

all Addenda on the E-Bid Reply Sheet #20160045. 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.
- H. Upload a copy of the FDOT Prequalification Letter for Minor Bridges.

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

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

1.9 Execution of Contract or Purchase Order - The Bidder will be required to execute a Standard City Contract within ten (10) days after notification by the City that Contract is available and thereafter comply with the terms and conditions contained therein. The Bidder shall execute the Contract, deliver the required Insurance Certificates and other documentation as required by the bid. The City will execute the Contract however, it is agreed and understood that the City will not be bound by the Contract unless and until it has been executed by the City Manager and a purchase order or a Visa order form has been issued.

1.9.1 Failure to Execute Contract – Failure on the part of the Bidder to execute the Contract and/or punctually deliver the required Insurance Certificates and other documentation may be justification for the annulment of the award.

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

The successful Bidder(s) shall provide a listing of all subcontractors, suppliers, and other persons and organizations (including those who are to furnish the principal items of material and equipment), other than those identified in the Bid Reply, to the City within ten (10) days after the bid opening. Such list shall be accompanied by an experience statement for each such subcontractor, supplier, person or organization if requested by City. The City, after due investigation, has reasonable objection to any proposed subcontractor, supplier, other person or organization, may, before the Notice of Award is given, request apparent successful Bidder to submit an acceptable substitute without an increase in Bid price.

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

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

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

1.12 Permits – The selected Bidder shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation. Certain aspects of construction may not be allowed to occur until after these permits have been obtained. All building permits, licenses and certificates of inspection issued in connection with the work shall be delivered to the Engineer and the City with successful Bidder(s) application for final payment. All permit fees shall be included in the contract amount and paid by the successful Bidder(s).

1.12.2 There are no City permits required for this work.

1.13 The Bidders shall be required to complete a **W-9 Taxpayer Identification Form**, provided with the City's contract, and return it with their bid package.

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

1.15 Intent to Perform – The selected Bidder must agree that time is of the essence and that all requirements stated in these specifications are critical as it relates to the time of performance. Submittal of a bid shall be prima facie evidence of the Bidder's intent to comply with this specification.

2. SPECIFIC REQUIREMENTS

2.1 Samples - Samples of items, when required, must be furnished free of expense and, if not destroyed, will upon request, be returned at the Bidder's expense. Request for the return of samples must be made within thirty (30) days following opening of bids. Each individual sample must be labeled with Bidder's name, bid number, and item number. Failure of Bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid.

Unless otherwise indicated, samples should be delivered to the Procurement Management Department.

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

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

2.4 Return of Bid Guaranty - After the bid submissions have been reviewed and evaluated, the Purchasing Agent may, at his/her discretion, return the guaranty deposit accompanying such proposals as in his/her judgment, based on evaluation, would not be considered in making the award. All other proposal guaranties will be held until the Contract has been executed, after which bid guaranty will be returned to the respective Bidder's whose proposals they accompanied.

3. ADDITIONAL INFORMATION

3.1 Additional Bonding Requirements – N/A

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

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

(Balance of page intentionally left blank.)

E-Bid Reply Sheet #20160045

**Demolish & Replace Two (2) Pedestrian Bridges
at Veterans Memorial Parkway**

1. **COMPANY NAME:** _____

DIVISION OF: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

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

CONTACT PERSON: _____ E-MAIL: _____

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

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

President

Vice President

Treasurer

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

Is firm a minority business: Yes--No; Does firm have a drug-free workplace program: Yes--No
If no, is your company planning to implement such a program? _____

Is the firm claiming Local Preference under Chapter 35.12? Yes -- No

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

Addendum Number	Date Issued	Addendum Number	Date Issued

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

5. BID RESPONSE:

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

5.2 Percentage of discount when payment is made with Visa: _____ %

*Please Note: The City has implemented a **Purchasing Card Program**. The Bidder can take advantage of this program and in consideration receive payment within several days instead of the City's payment policy. Any percentage off the bid price for the acceptance of Visa will be consideration in the bid award. If no such percentage is given, the City shall assume zero (0) percent discount applies.*

5.3 Bid Reply Total from Schedule "A" on Lines #1 - 21: \$ _____
 (This figure must match the E-Bid Reply Excel Spreadsheet and the figure that is to be used on the Demandstar web page. Discrepancies between the E-Bid Reply Excel Spreadsheet uploaded on Demandstar, the dollar amount listed on the web page at time of submittal and the E-Bid Reply Sheet #20160045 uploaded on Demandstar will be resolved in favor of the E-Bid Excel Spreadsheet that is uploaded at time of submittal.)

Reference Use Only- Use E-Bid Reply Excel Spreadsheet to reply to this Bid

Schedule A

Item Number	Pay Item Number	Pay Item Description	Quantity	Unit
Roadway				
1	101-1	Mobilization	1	LS
2	102-1	Maintenance of Traffic	1	LS
3	102-60	Work Zone Sign	1200	ED
4	102-74-1	Barricade Temporary Type I, II, III, DI, Drum or LCD	1950	ED
5	102-74-5	Channelizing Device (Pedestrian Longitudinal Device	1032	LF
6	104-10-3	Sediment Barrier	586	LF
7	104-11	Floating Turbidity Barrier	139	LF
8	110-1-1	Clearing & Grubbing	0.54	AC
9	120-6	Embankment	105	CY
10	285-709	Optional Base - Base Group 9	430	SY
11	339-1	Miscellaneous Asphalt	43	TN
12	522-1	Concrete Sidewalk & Driveways - 4 inch thick	170	SY
13	110-3	Removal of Existing Structures	858	SF
14	400-2-10	Class II Concrete Approach Slab	7.6	CY
15	400-4-5	Class IV Concrete Substructure	28	CY
16	415-1-5	Reinforcing Steel Substructure	3364	LB
17	415-1-9	Reinforcing Steel Approach Slab	412	LB
18	455-34-3	Pre-stressed Concrete Piles (18 Inch Square)	336	LF

Demolish & Replace Two (2) Pedestrian Bridges

19	460-7	Prefabricated Steel Truss Pedestrian Bridge	960	SF
20	515-2-221	Pedestrian / Bicycle Railing (Steel) (54 Inch Type I)	44	LF
21	570-1-2	Performance Turf Sod	2346	SY

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.

6. INSURANCE/CERTIFICATES/LICENSE - Bidders are required, in accordance with Bid document Section VIII, to submit a copy of their Insurance Certificate for the type and dollar amount of insurance they currently maintain. Bidders are required to submit all licenses and certifications required to perform construction of this project.

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

8. CERTIFICATION

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

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

Signature Title

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

Balance of page left intentionally blank

CONTRACTOR'S QUESTIONNAIRE

It is understood and agreed that the following information is to be used by the City to determine the qualifications of prospective Contractor to perform the work required. The Contractor waives any claim against the City that might arise with respect to any decision concerning the qualifications of the Contractor.

The undersigned attests to the truth and accuracy of all statements made on this questionnaire. Also, the undersigned hereby authorizes any public official, Engineer, Surety, bank, material or equipment manufacturer, or distributor, or any person, firm or corporation to furnish the City any pertinent information requested by the City deemed necessary to verify the information on this questionnaire.

Dated at _____, this _____ day of _____, 2016
(Location)

Name of Organization/Contractor: _____

By: _____
Name and Title

- 1. Corporation, Partnership, Joint Venture, Individual or other? _____
- 2. Firm's name and main office address, telephone and fax numbers

Name: _____
 Address: _____

 Telephone Number: _____
 Fax Number: _____

- 3. Contact person: _____ Email: _____
- 4. Firm's previous names (if any). _____
- 5. How many years has your organization been in business? _____

6. List five (5) pedestrian bridge replacement construction projects similar to this project completed by your firm along with a brief description of project, location of project, client name, client phone number, value of contract, your firm's percentage of the total contract value, as well as the number of change orders and the total change order value.

Project Number 1

Project Name: _____
 Description & year completed: _____

Location:

Client Name, Phone Number & Email:

Value of Total Contract:

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

Project Number 2

Project Name:

Description & year completed:

Location:

Client Name, Phone Number & Email:

Value of Total Contract:

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

Project Number 3

Project Name:

Description & year completed:

Location:

Client Name, Phone Number & Email:

Value of Total Contract:

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

Project Number 4

Project Name:

Description & year completed:

Location:

Client Name, Phone Number & Email:

Value of Total Contract:

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

Project Number 5

Project Name:

Description & year completed:

Location:

Client Name, Phone Number & Email:

Value of Total Contract:

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

7. List subcontractors and major material suppliers for the project. Include the duties that will be assigned to them, email addresses and telephone numbers. Insert additional sheets if necessary. **Attach all licenses and certifications that qualify them to perform the work. MUST attach the FDOT Prequalification Letter for Minor Bridges.**

8. Status of current contracts. Please provide the name & number of current contracts as well as a sample list of the projects currently underway.

- 9. Has the Proposer or any principals of the applicant organization failed to qualify as a responsible Contractor; refused to enter into a contract after an award has been made; failed to complete a contract during the past five (5) years or been declared to be in default in any contract or been assessed liquidated damages in the last five (5) years? List the name of project, location, client, engineer, date and reason. Use additional pages if needed.

Total Number of Projects where Failure to Complete Work Occurred: _____

Project Number 1

Project Name: _____
 Project Location: _____
 Client Name and Phone Number: _____
 Engineer Name and Phone Number: _____
 Date: _____
 Reason: _____

Insert additional projects if needed.

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

Yes () No ()

If yes, please explain:

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

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

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

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

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

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

Signature Title

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

**CITY OF PORT SAINT LUCIE
CONTRACT #20160045**

This CONTRACT, executed this _____ day of _____, 2016, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and *name of Contractor, address*, Telephone No. () ____ Fax No. () _____, hereinafter called "Contractor", party of the second part.

RECITALS

In consideration of the below agreements and covenants set forth herein, the parties agree as follows:

**SECTION I
NOTIFICATIONS**

As used herein the Project Manager shall mean:

Heath Stocton, PE, or his designee.
City's Public Works Department
121 SW Port St. Lucie Blvd.
Port St. Lucie, Fl. 34984
Telephone: (772) 344-4239 Fax: (772) 871-5289
Email: hstocton@cityofpsl.com

As used herein the Contract Administrator shall mean:

Robyn Holder, CPPB
City of Port St. Lucie Procurement Management Department
121 SW Port St. Lucie Blvd.
Port St. Lucie, Fl. 34984
Telephone: (772) 344-4293 Fax: (772) 871-7337
Email: rholder@cityofpsl.com

As used herein the Contractor for this project shall mean: TBD

**SECTION II
DESCRIPTION OF SERVICES TO BE PROVIDED**

The specific work that the Contractor has agreed to perform pursuant to the Bid Specifications #20160045, **Demolish & Replace Two (2) Pedestrian Bridges at Veterans Memorial Parkway** including all Attachments, all Addenda, Construction Plans, sheets #1 through #27 and all other restrictions and requirements are incorporated by this reference.

Scope of Work: The project is to demolish two (2) wooden pedestrian bridges and replace with new steel bridges on the west side of SE Veterans Memorial Parkway. Vehicular and pedestrian access must be maintained at all times. The work for this project includes, but not limited to:

- Sediment and Erosion Control
- Surveying
- Clearing and Grubbing
- Earthwork
- Drainage
- Signage
- Concrete Work
- Sodding
- Preparation of Record Drawings
- All work necessary to complete the project as shown and described in the Construction Plans prepared by American Consulting Engineers of Florida, LLC.

Hours of Service - The standard hours of work allowed in the City of Port St. Lucie's right-of-way are from 8:00 a.m. to sundown Monday through Friday. Any work performed by the Contractor outside of the aforementioned time limit requires special authorization by the City and requires that the Contractor obtain a noise permit from the City Police Department. All equipment operated at night shall comply with the noise levels established by the City of Port St. Lucie noise ordinance. Any additional costs associated with work outside of the hours of work allowed shall be borne by the Contractor. This shall include, but not be limited to costs of inspection, testing, police assistance, and construction administration.

All night, Saturday, Sunday, and/or Holiday work must be authorized by the City and requires that the Contractor obtain a noise permit from the City Police Department. All night work within the City's right-of-way requires a minimum forty eight (48) hour prior notice to the City. This clause shall not pertain to crews organized to perform maintenance work on equipment or to operate and maintain special equipment such as dewatering pumps, which may be required to work twenty four (24) hours per day.

SECTION III TIME OF PERFORMANCE

The Contract Period start date will be _____, 2016 and will terminate two hundred ten (210) calendar days thereafter on _____, 2016. The Contractor will be required to commence work under this Contract within ten (10) calendar days after the start date identified in this Contract. In the event all work required in the bid specifications has not been completed by the specified date, the Contractor agrees to provide work as authorized by the Project Manager until all work specified in the bid specifications has been rendered. Written requests shall be submitted to the Project Manager for consideration of extension of completion time due to strikes, unavailable materials, or other similar causes over which the Contractor feels he has no control. Requests for time extensions shall be submitted immediately but in no event more than two (2) weeks upon occurrence of conditions, which, in the opinion of the Contractor, warrant such an extension with reasons clearly stated and a detailed explanation given as to why the delays are considered to be beyond the Contractor's control.

**SECTION IV
RENEWAL OPTION**

Not applicable to this Contract.

**SECTION V
COMPENSATION**

The total amount to be paid by the City to the Contractor is on a per unit price basis listed on Schedule "A" for a total amount of \$ _____, plus a one-time ten-dollar (\$10.00) payment for indemnification as provided in Section VIII herein. Payments will be disbursed in the following manner:

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

Progress Payments- The City may make partial payment during the progress of the work as follows: Partial payments, calculated from quantities of work in place multiplied by the Contract unit prices will be made in thirty (30) days after the receipt of the Pay Request. Partial Release of Liens from all Contractors, subcontractors, suppliers for materials and sub-sub contractors are to be attached to each Pay Request.

Acceptance and Final Payment - Upon receipt of written notice that the work is ready for final inspection and acceptance, the City will promptly make such inspection. When City finds the work acceptable under the terms of the Contract and the Contract is fully performed the entire balance will be due the Contractor and will be paid to the Contractor in thirty (30) calendar days. Such final payment to the Contractor shall be subject to the covenants in the Contract's Standard Specifications and any liquidated damages will be assessed against the Contractor at that time.

Before issuance of final payment, the Contractor shall submit evidence that all payrolls, material bills and other indebtedness connected with the work have been satisfied and paid in full. Final Release of Liens from all contractors, subcontractors, suppliers for materials and sub-sub contractors are to be attached to the final invoice.

Invoices for services shall be submitted once a month, by the tenth (10th) day of each month, and payments shall be made in thirty (30) days unless Contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made in thirty (30) calendar days of receipt of Contractor's valid invoice, provided that the invoice is accompanied by adequate supporting documentation, including any necessary partial release of liens, and is approved by the Project Manager as required under Section XIII of the Contract.

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

All invoices and correspondence relative to this Contract must contain the City's contract number and Purchase Order number and/or Visa Authorization number.

The Contractor shall not be paid additional compensation for any loss or damage, arising out of the nature of the work, from the action of the elements, or from any delay or unforeseen obstruction or difficulties

encountered in the performance of the work, or for any expenses incurred by or in consequence of the suspension or discontinuance of the work.

SECTION VI WORK CHANGES

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the contract price and time for completion. All changes will be authorized by a written change order approved by the Procurement Department Director, or her designee. Work shall be changed and the contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the contract price resulting in a credit or a charge to the City shall be at cost. Any dispute concerning work changes which is not resolved by mutual agreement shall be decided by the City Manager who shall reduce the decision to writing. The decision of the City shall be final and conclusive. Any and all changes in the amount of \$25,000.00 or higher per fiscal year require City Council approval and must be signed by the City Manager or his designee as representing the City.

SECTION VII CONFORMANCE WITH BID

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

SECTION VIII INDEMNIFICATION/INSURANCE

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

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

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City

Demolish & Replace Two (2) Pedestrian Bridges

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

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

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

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

An Additional Insured endorsement **must** be attached to the certificate of insurance and must include coverage for Completed Operations (should be ISO CG20101185 or 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 shall be provided in favor of the City. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests' provision as provided under the standard ISO form separation of insurers' clause.

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

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured added to its

Demolish & Replace Two (2) Pedestrian Bridges

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 #20160045 – Demolish & Replace Two (2) Pedestrian Bridges at Veterans Memorial Parkway shall be listed as additionally insured.**". The Certificate of Insurance and policy shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage shall be attached to the Certificate of Insurance. All independent contractors and subcontractors utilized in this project shall furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

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

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

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

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

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

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

Payment & Performance Bonds: The Contractor, if required, shall furnish an acceptable recorded Performance and Payment Bond complying with the statutory requirements set forth in Section 255.05, Florida Statutes, in the amount of one hundred (100%) percent of the Contract price. A fully authorized Surety, licensed by the State of Florida shall execute the Performance and Payment Bond. The Performance and Payment Bond shall remain in full force and effect a minimum of one (1) year after the work has been completed and the work has been accepted by the City and final payment has been made.

Should the Surety become irresponsible during the time the Contract is in force, the City may require additional and sufficient sureties and the Contractor shall furnish same to the satisfaction of the City within ten (10) days after written notice to do so. In default thereof, the Contract may be suspended as herein provided.

SECTION IX ACTS OF GOD

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

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

SECTION X PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

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

SECTION XI COMPLIANCE WITH LAWS

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

SECTION XII CLEANING UP

Contractor shall, during the performance of this Contract, remove and properly dispose of resulting dirt and debris, and keep the work area reasonably clear. On completion of the work, Contractor shall remove all

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

SECTION XIII INSPECTION AND CORRECTION OF DEFECTS

In order to determine whether the required material has been delivered or the required work performed in accordance with the terms and conditions of the Contract documents, the Project Manager shall make inspection as soon as practicable after receipt from the Contractor of a Notice of Performance or delivery ticket. If such inspection shows that the required material has been delivered and required work performed in accordance with terms and conditions of the Contract documents and that the material and work is entirely satisfactory, the Project Manager shall approve the invoice when it is received. Thereafter the Contractor shall be entitled to payment, as described in Section V. If, on such inspection the Project Manager is not satisfied, he shall as promptly as practicable inform the parties hereto of the specific respects in which his findings are not favorable. Contractor shall then be afforded an opportunity if desired by him, to correct the deficiencies so pointed out at no additional charge to the City, and otherwise on terms and conditions specified by the Project Manager. Upon failure of the Contractor to perform the work in accordance with the Contract Documents, including any requirements with respect to the Schedule of Completion, and after five (5) days written notice to the Contractor, the City may, without prejudice to any other remedy he may have, correct such deficiencies. The Contractor shall be charged all costs incurred to correct deficiencies. Such examination, inspection, or tests made by the Project Manager, at any time, shall not relieve Contractor of his responsibility to remedy any deviation, deficiency, or defect.

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

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

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

Repair or Replacement - Should any defect appear during the warranty period, the Contractor shall, at their own expense, have repaired or replaced such item upon receipt of written notice from the City of said defect.

Demolish & Replace Two (2) Pedestrian Bridges

Said repair or replacement must be accomplished within fourteen (14) calendar days after receipt of notification from the City of the defect.

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

SECTION XIV ADDITIONAL REQUIREMENTS

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

The City shall be listed as an original owner on all manufacturers' warranties, if any, for materials and services. The warranties shall include a load rating at the end of construction that meets or exceeds AASHTO and Department standards and requirements.

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

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

Miscellaneous Testing – The Contractor must agree to reimburse the City for any expenditure incurred by the City in the process of testing products supplied by the Contractor if said products prove to be defective and/or in other manners not in compliance with the specifications. Expenditures as defined therein shall include, but not limited to, the replacement value of products destroyed in testing, the cost paid by the City to testing laboratories and other entities utilized to provide tests, and the value of labor and materials expended by the City in the process of conducting the testing. Reimbursement of charges as specified herein shall not relieve the Contractor from other remedies.

City's Public Relations Image – The Contractor's personnel shall at all times handle complaints and any public contact with due regard to the City's relationship with the public. Any personnel in the employ of the Contractor involved in the execution of work that is deemed to be conducting him/her self in an unacceptable manner shall be removed from the project at the request of the City Manager, or his designee.

Dress Code – All personnel in the employ of the selected Contractor shall be appropriately attired. Employees engaged in the course of work shall wear company uniforms neat and clean in appearance, readily identifiable to all City employees and the public. No tee shirts with obscene pictures or writings will

Demolish & Replace Two (2) Pedestrian Bridges

be allowed. Swimsuits, tank tops, shorts and sandals are also prohibited. Safety toed shoes shall be worn at all times.

Patent Fees, Royalties, and Licenses – If the Contractor requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the Contractor and his surety shall indemnify and hold harmless the City from any and all claims for infringement in connection with the work agreed to be performed. The Contractor shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during the prosecution of or after completion of the work.

Cooperative Purchasing Agreement - This Contract may be expanded to include other governmental agencies provided a cooperative purchasing agreement exists or an inter-local agreement for joint purchasing exists between the City of Port St. Lucie and other public agencies. The Contractor may agree to allow other public agencies the same items at the same terms and conditions as this bid, during the period of time that this Contract is in effect. Each political entity will be responsible for execution of its own requirements with the Bidder.

Discrepancies - If, in the course of performing work resulting from an award under this specification, the Contractor finds any discrepancy between the area defined in these specifications and the actual area where work is being performed, the Contractor shall discontinue work on the subject area and inform the City of the discrepancy. The Contractor shall thereafter proceed as authorized by the City who will document any modification to these specifications that City has authorized in writing as soon as possible.

Permission to Use - The Contractor shall permit any portion of the new work, which is in suitable condition, to be used by the City for the purpose for which it was intended, provided such use does not hinder or make more expensive the work still to be done by the Contractor.

Contractual Relations - The Contractor is advised that nothing contained in the contract or specifications shall create any contractual relations between the City and subcontractors of the Contractor.

Labor and Equipment - The Contractor shall utilize experienced help who are thoroughly capable of performing the work assigned to them. The Contractor shall utilize proper equipment in good repair to perform assigned work. Failure on the part of the Contractor to furnish such labor or equipment shall be sufficient cause for annulment of any award resulting from these specifications.

Standard Production Items – All products offered must be standard production items that have been available to the trade for

Storage and Stockpiling – All storage or stockpiling of tools or materials (i.e., lumber, pilings, etc.) shall be limited to uplands. Excess lumber, scrap wood, trash, garbage or other types of debris shall be removed from the project site upon completion of the work.

Florida Produced Lumber – The Contractor agrees to comply with the provisions of Section 255.20, Florida Statutes, and as may be amended from time to time.

Erosion and Sediment Control – The Contractor is responsible for all erosion and sediment control in accordance with all local, State and Federal regulatory agency guidelines.

Water Resources – The Contractor shall not discharge without permit into waters of lakes, rivers, canals, waterways and ditches, any fuel, oils, bitumens, garbage, sewage, or other materials which may be harmful to fish, wildlife, or vegetation, or that may be detrimental to outdoor recreation. The Contractor shall be responsible for investigating and complying with all applicable Federal, State and local laws and regulations governing pollution of waters. All work under this Contract shall be performed in such a manner that objectionable conditions will not be created in waters through or adjacent to the project areas.

Native Vegetation – No native vegetation shall be removed without written authorization and prior approval by the City.

Sanitary Conditions – The Contractor shall be responsible to provide and maintain in a neat and sanitary condition such accommodations for the use of employees as may be deemed necessary to comply with the regulations of the County Board of Health or other bodies having jurisdiction. The Contractor shall commit no public nuisance.

Access to Work - The Contractor shall be responsible to permit the City, its inspectors, and other authorized representatives of the City to have access to all parts of the work, and to all materials intended for use in the work, and to all factories where such materials are manufactured, at all times. The above designated City personnel shall be permitted during said access to remove materials and make such inspections, as they deem necessary. Materials submitted for approval will be inspected and passed upon as promptly as practical as will work in process. However, failure to reject defective work at the time it is done and/or failure to reject materials shall in no way prevent rejection at any time prior to final acceptance of the work authorized by the City.

Foreman or Superintendent and Workmen - The Contractor shall at all times during progress of the work, have on site a competent foreman or superintendent with authority to act for him and to cooperate with the City. The Contractor shall provide competent, careful and reliable workmen engaged on special work, or skilled work, such as concrete bases, pavements, or structures, or in any trade, with sufficient experience in such work to perform it properly and satisfactorily and to operate the equipment involved. Provide workmen that shall make due and proper effort to execute the work in the manner prescribed in the Contract Documents.

It is prohibited as a conflict of interest for a Contractor to subcontract with a consultant to perform Contractor Quality Control when the consultant is under contract with the City to perform work on any project described in the Contractor's contract with the City. Prior to approving a consultant for Contractor Quality Control, the Contractor shall submit to the City a certificate from the proposed consultant certifying that no conflict of interest exists.

Adjustments - The Contractor shall be responsible to arrange with utility companies for any adjustment necessary to the valve boxes, manholes, or castings so that they will conform to the new grade after placement of the sidewalk. The Contractor shall also be responsible to identify, and avoid damage to all utilities (publicly and privately owned) within the area where work is being performed.

Damages - The Contractor shall be responsible for the charge and care of all work from damage by the elements or from any cause whatsoever until the City confirms in writing to the Contractor that said work is, "substantially complete" and/or "accepted". The Contractor shall be responsible until said written notice is received to repair and make good at their expense any such damage.

Damage to Property – The Contractor shall preserve from damage all property along the line of work, or which is in the vicinity of or is in any way affected by the work, the removal, or destruction of which is not called for by the plans. This applies to public and private property, public and private utilities, trees, shrubs, crops, signs, monuments, fences, guardrail, pipe and underground structures, public highways, etc. Whenever such property is damaged due to the activities of the Contractor, it shall be immediately restored to a condition equal to or better than existing before such damage or injury was done by the Contractor, and at the Contractor's expense. The Contractor's special attention is directed to protection of any geodetic monument, horizontal, vertical or property corner, located within the limits of construction.

National Geodetic Vertical Datum 1929 (NGVD '29) or North American Vertical Datum 1988 (NAVD '88) monuments shall be protected. If in danger of damage, notify:

Geodetic Information Center
6001 Executive Boulevard
Rockville, MD 20852
Attn: Maintenance Center (301) 443-8319

City of Port St. Lucie vertical or horizontal datum shall also be protected. In case of damage or if relocation is needed, notify:

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

The Contractor shall not delegate, sublet or subcontract any part of the work, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title of interest therein or his obligations there under, or monies due or to become due under this Contract, without prior written consent of the City. Contractor must perform at least thirty percent (30%) of the contracted scope of work. In case the Contractor assigns remaining percent or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the work called for in this Contract. Any assignment of the Contract shall in no way affect any provisions of Specifications or the Contract Documents.

SECTION XVI TERMINATION, DELAYS AND LIQUIDATED DAMAGES

A. Termination of Contract. If the Contractor refuses or fails to deliver material as required and/or prosecute the work with such diligence as will ensure its completion within the time specified in this Contract or as modified as provided in this Contract, the City by written notice to the Contractor, may terminate Contractor's rights to proceed. Upon such termination, the City may take over the work and prosecute the same to completion, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred by it in its completion of the work. The City may also in event of termination obtain undelivered materials, by Contract or otherwise, and the Contractor and his sureties shall

be liable to the City for any additional cost incurred by it in its completion of the work and/or materials. Contractor and his sureties shall also be liable to the City for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is so terminated, the City may take possession of and utilize in completing the work such materials, tools, equipment and facilities as may be on the site of the work and necessary therefore.

B. Liquidated Damages for Delays. If material is not provided or work is not completed within the time stipulated in this Contract, including any extensions of time for excusable delays as herein provided, (it being impossible to determine the actual damages occasioned by the delay) the Contractor shall provide to the City one thousand seventy four (\$1,074.00) dollars as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed. The Contractor and his sureties shall be jointly and severally liable to the City for the amount thereof.

C. Excusable Delays. The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work or delivery of materials due to: (1) any acts of the Federal Government, including controls or restrictions or requisitioning of materials, equipment, tools or labor by reason of war, national defense or any other national emergency, (2) any adverse acts of the City, (3) causes not reasonably foreseeable by the parties at the time of the execution of the Contract that are beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of another Contractor in the performance of some other Contract with the City, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions, and (4) any delay of any Subcontractor occasioned by any of the above mentioned causes. However, the Contractor must promptly notify the City in writing within two (2) days of official notice of scheduled delivery or scheduled work of the cause of delay. If, on the basis of the facts and the terms of this Contract, the delay is properly excusable the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

D. The City may terminate this Contract with or without cause by giving the vendor/Contractor thirty (30) days' notice in writing. Upon delivery of said notice the vendor/Contractor shall discontinue all services in connection with the performance of this Contract and shall proceed to cancel promptly all related existing third party Contracts. Termination of the Contract by the City pursuant to this paragraph shall terminate all of the City's obligations hereunder and no charges, penalties or other costs shall be due Contractor except for work timely completed. All design work performed will become the property of the City at termination of contract and submitted to City in the format the City dictates.

SECTION XVII LICENSING

Contractor warrants that he possesses all licenses and certificates necessary to perform required work and is not in violation of any laws. Contractor warrants that his license and certificates are current and will be maintained throughout the duration of the Contract.

SECTION XVIII SAFETY PRECAUTIONS

Precaution shall be exercised at all times for the protection of persons, including employees, and property. The safety provisions of all applicable laws and building and construction codes shall be observed.

Safety Data Sheets (SDS) – The Contractor is required to provide a copy of the Safety Data Sheets (SDS) for all chemicals used in the execution of their work. The SDS must be maintained by the user agency.

Personal Protective Equipment (PPE) - All personnel are required to wear PPE in the process of the work including eye protection, hearing protection, respiratory protection as necessary, gloves, approved safety boots with steel or composite toes, reflective vests and any other PPE as necessary for the work.

Safety Precautions - The Contractor shall erect and maintain all necessary safeguards for the protection of the Contractor's employees and subcontractors, City personnel, and the general public; including, but not limited to, posting danger signs, coned off vehicles, arrow boards and other warnings against hazards as is prudent and/or required by law to protect the public interest. The Contractor's employees shall wear company uniforms, safety vests, safety boots and safety glasses. All damage, injury or loss to persons and/or property caused, directly or indirectly, in whole or in part, by the selected Contractor's employees, or subcontractor(s), or anyone directly or indirectly employed by said parties shall be remedied by the Contractor.

OSHA Compliance – The Contractor must agree that the products furnished and application methods will comply with applicable provisions of the Williams-Steiger Occupational Safety and Health Act of 1970. These requirements shall include all primary and refresher training mandated under OSHA guidelines.

SECTION XIX LAW AND VENUE

This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken to enforce this Contract shall be in St. Lucie County, Florida.

SECTION XX REIMBURSEMENT FOR INSPECTION

The Contractor agrees to reimburse the City for any expenditures incurred by the City in the process of testing materials supplied by the Contractor against the specifications under which said materials were procured, if said materials prove to be defective, improperly applied, and/or in other manners not in compliance with specifications. Expenditures as defined herein shall include, but not be limited to, the replacement value of materials destroyed in testing, the cost paid by the City to testing laboratories and other entities utilized to provide tests, and the value of labor and materials expended by the City in the process of conducting the testing. Reimbursement of charges as specified herein shall not relieve the Contractor from other remedies provided in the Contract.

**SECTION XXI
APPROPRIATION APPROVAL**

The Contractor acknowledges that the City of Port Saint Lucie's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. The Contractor agrees that, in the event such appropriation is not forthcoming, the City may terminate this Contract and that no charges, penalties or other costs shall be assessed.

**SECTION XXII
ENTIRE CONTRACT**

The written terms and provisions of this Contract shall supersede all prior verbal statements of any official or other representative of the City. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or Contract documents.

(Balance of page intentionally left blank.)

Demolish & Replace Two (2) Pedestrian Bridges

IN WITNESS WHEREOF, the parties have executed this Contract at Port St. Lucie, Florida, the day and year first above written.

CITY OF PORT ST. LUCIE FLORIDA

By: _____
City Manager

By: _____
Authorized Representative of (company name)

Print Representative's Name

Sample Only

State of: _____

County of: _____

Before me personally appeared: _____)
(please print)

Please check one:

Personally known _____

Produced Identification: _____
(type of identification)

Identification No. _____

and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed.
(he/she)

WITNESS my hand and official seal, this _____ day of _____, 2016.

Notary Signature

Notary Public-State of _____ at Large.

My Commission Expires _____.

(seal)

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that _____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or Contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or Contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Bidder's Signature

Date

CITY OF PORT ST. LUCIE, FLORIDA
SEALED BID NO. 20160045
PROJECT TITLE: Demolish & Replace Two (2) Pedestrian Bridges
at Veterans Memorial Parkway

CONTRACTOR VERIFICATION FORM

THE FOLLOWING IS TO COMPLETED BY PRIME BIDDER:

Name of Firm: _____

Corporate Title: _____

Address: _____

_____ (Zip Code)

By: _____
(Print name) (Print title)

(Authorized Signature)

Telephone: () _____

Fax: () _____

State License # _____ (ATTACH COPY)

County License # _____ (ATTACH COPY)

City License: (ATTACH PROOF OF REGISTRATION WITH THE CITY)

Type of License: _____

Unlimited _____ (yes/no)

If "NO", Limited to what trade? _____

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER
SEALED E-BID NO. 20160045
PROJECT TITLE: Demolish & Replace Two (2) Pedestrian Bridges
at Veterans Memorial Parkway

State of _____ }

County of _____ }

_____, being first duly sworn, disposes and says that:
(Name/s)

1. They are _____ of _____ the Bidder that
(Title) (Name of Company)
has submitted the attached bid;
2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Port St. Lucie or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

(Title) _____

STATE OF FLORIDA }
COUNTY OF St. Lucie}SS:

The foregoing instrument was acknowledged before me this _____
(Date)

by: _____ who is personally known to me or who has produced
_____ as identification and who did (did not) take an oath.

Notary (print & sign name)

Commission No. _____



"A City for All Ages"

VENDOR CODE OF ETHICS

The City of Port St Lucie ("City"), through its Procurement Management Department ("Procurement Management Department") is committed to a procurement process that fosters fair and open competition, is conducted under the highest ethical standards and enjoys the complete confidence of the public. To achieve these purposes, Procurement Management Department requires each vendor who seeks to do business with the City to subscribe to this Vendor Code of Ethics.

- ◆ A Vendor's bid or proposal will be competitive, consistent and appropriate to the bid documents.
- ◆ A Vendor will not discuss or consult with other Vendors intending to bid on the same contract or similar City contract for the purpose of limiting competition. A Vendor will not make any attempt to induce any individual or entity to submit or not submit a bid or proposal.
- ◆ Vendor will not disclose the terms of its bids or proposal, directly or indirectly, to any other competing Vendor prior to the bid or proposal closing date.
- ◆ Vendor will completely perform any contract awarded to it at the contracted price pursuant to the terms set forth in the contract.
- ◆ Vendor will submit timely, accurate and appropriate invoices for goods and/or services actually performed under the contract.
- ◆ Vendor will not offer or give any gift, item or service of value, directly or indirectly, to a City employee, City official, employee family member or other vendor contracted by the City.
- ◆ Vendor will not cause, influence or attempt to cause or influence, any City employee or City Official, which might tend to impair his/her objectivity or independence of judgment; or to use, or attempt to use, his/her official position to secure any unwarranted privileges or advantages for that Vendor or for any other person.
- ◆ Vendor will disclose to the City any direct or indirect personal interests a City employee or City official holds as it relates to a Vendor contracted by the City.
- ◆ Vendors must comply with all applicable laws, codes or regulations of the countries, states and localities in which they operate. This includes, but is not limited to, laws and regulations relating to environmental, occupational health and safety, and labor

practices. In addition, Vendors must require their suppliers (including temporary labor agencies) to do the same. Vendors must conform their practices to any published standards for their industry. Compliance with laws, regulations and practices include, but are not limited to the following:

- Obtaining and maintaining all required environmental permits. Further, Vendor will endeavor to minimize natural resource consumption through conservation, recycling and substitution methods.
- Providing workers with a safe working environment, which includes identifying and evaluating workplace risks and establishing processes for which employee can report health and safety incidents, as well as providing adequate safety training.
- Providing workers with an environment free of discrimination, harassment and abuse, which includes establishing a written antidiscrimination and anti-bullying/harassment policy, as well as clearly noticed policies pertaining to forced labor, child labor, wage and hours, and freedom of association.

Name of Organization/Proposer

Signature

Printed Name and Title

Date _____

DISCLAIMER: This Code of Ethics is intended as a reference and procedural guide to vendors. The information it contains should not be interpreted to supersede any law or regulation, nor does it supersede the applicable vendor contract. In the case of any discrepancies between it and the law, regulation(s) and/or vendor contract, the law, regulatory provision(s) and/or vendor contract shall prevail.

CHECKLIST
BID # 20160045
PROJECT TITLE: Demolish & Replace Two (2) Pedestrian Bridges
at Veterans Memorial Parkway

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 #20160045 with proper signatures upload to Demandstar.
- _____ E-Bid Reply Excel Spreadsheet – Schedule A uploaded to Demandstar.
- _____ Drug-Free Workplace Form uploaded to Demandstar.
- _____ 5% Bid Security uploaded to Demandstar and mailed in within five (5) business days after the opening or the bid may be considered non-responsive.
- _____ All pricing has been mathematically reviewed and all corrections have been initialed.
- _____ Each Bid Addendum (when issued) is acknowledged on the E-Bid Reply Sheet #20160045.
- _____ W-9 as per Section 1.13 uploaded to Demandstar.
- _____ Copy of Insurance Certificate in accordance with Section VIII of the Sample Contract uploaded to Demandstar.
- _____ Copy of appropriate State license, City licenses and any certifications to perform the proposed work in the City of Port St. Lucie uploaded to Demandstar. Including all subcontractors licenses.
- _____ Has reviewed the Contract and accept all City Terms and Conditions.
- _____ Contractor’s Questionnaire uploaded to Demandstar.
- _____ Required forms: Non-Collusion Affidavit of Prime Bidder; List of Current Contracts; Vendor Code of Ethics and Contractor Verification Form. All forms are to be uploaded to Demandstar.
- _____ List of all sub-contractors (Use the Questionnaire for providing all sub-contractors). All requested information is to be uploaded to Demandstar.
- _____ Copy of the Checklist uploaded to Demandstar.

THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET

ATTACHMENT A

Construction Plans

**City of Port St. Lucie
Demolish & Replace Two (2) Pedestrian Bridges
at Veterans Memorial Parkway**

Prepared by American Consulting Engineers of Florida, LLC

(27 Pages follow as a separate attachment)

BALANCE OF PAGE LEFT INTENTIONALLY BLANK

E-BID #20160045
E-BID REPLY EXCEL SPREADSHEET
Demolish & Replace Two (2) Pedestrian Bridges
at Veterans Memorial Parkway
Schedule A

Company Name: _____

Item Number	Pay Item Number	Pay Item Description	Quantity	Unit	Unit Price	Total Amount
Roadway						
1	101-1	Mobilization	1	LS		\$ -
2	102-1	Maintenance of Traffic	1	LS		\$ -
3	102-60	Work Zone Sign	1200	ED		\$ -
4	102-74-1	Barricade Temporary Type I, II, III, DI, Drum or LCD	1950	ED		\$ -
5	102-74-5	Channelizing Device (Pedestrian Longitudinal Device)	1032	LF		\$ -
6	104-10-3	Sediment Barrier	586	LF		\$ -
7	104-11	Floating Turbidity Barrier	139	LF		\$ -
8	110-1-1	Clearing & Grubbing	0.54	AC		\$ -
9	120-6	Embankment	105	CY		\$ -
10	285-709	Optional Base - Base Group 9	430	SY		\$ -
11	339-1	Miscellaneous Asphalt	43	TN		\$ -
12	522-1	Concrete Sidewalk & Driveways - 4 inch thick	170	SY		\$ -
13	110-3	Removal of Existing Structures	858	SF		\$ -
14	400-2-10	Class II Concrete Approach Slab	7.6	CY		\$ -
15	400-4-5	Class IV Concrete Substructure	28	CY		\$ -
16	415-1-5	Reinforcing Steel Substructure	3364	LB		\$ -
17	415-1-9	Reinforcing Steel Approach Slab	412	LB		\$ -
18	455-34-3	Prestressed Concrete Piles (18 Inch Square)	336	LF		\$ -
19	460-7	Prefabricated Steel Truss Pedestrian Bridge	960	SF		\$ -
20	515-2-221	Pedestrian / Bicycle Railing (Steel) (54 Inch Type I)	44	LF		\$ -
21	570-1-2	Performance Turf Sod	2346	SY		\$ -
22		GRAND TOTAL				\$ -

*Note: The unit price can only be two (2) decimals. Example: \$5.2555 is not acceptable - \$5.25 is acceptable

COMPONENTS OF CONCEPT PLANS SET
ROADWAY PLANS
STRUCTURE PLANS

A DETAILED INDEX APPEARS ON THE
KEY SHEET OF EACH COMPONENT

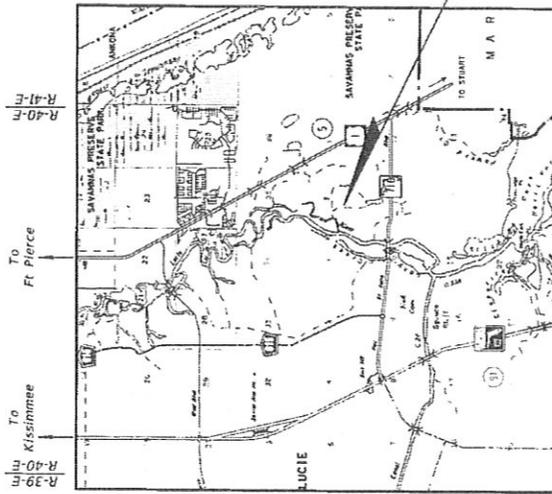
INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2 - 3	SUMMARY OF QUANTITIES
4	GENERAL NOTES
5A - 5B	SPECIFIC PURPOSE SURVEY PLAN & PROFILE
7 - 8	TEMPORARY TRAFFIC CONTROL PLAN

CITY OF PORT ST. LUCIE
CONTRACT PLANS

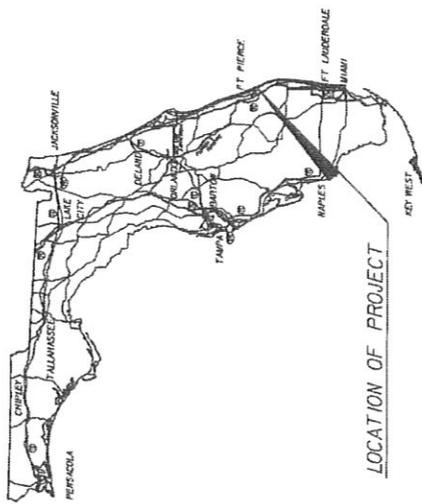
CONTRACT NO. 20150097
ST. LUCIE COUNTY

WEST SIDE OF SE VETERANS MEMORIAL PARKWAY
PEDESTRIAN BRIDGES



T-36-S
T-37-S

PROJECT LOCATION



LOCATION OF PROJECT



CITY OF PORT ST. LUCIE
ENGINEER
PATRICIA WREBING, P.E.
12501 PORT ST. LUCIE BLVD
PORT ST. LUCIE, FLORIDA 34984
PHONE (888) 871-8177

ROADWAY SHOP DRAWINGS
TO BE SUBMITTED TO:

JOHN A. CERRETA, PE
AMERICAN CONSULTING
ENGINEERS OF FLORIDA, LLC
2000 Palm Beach Lakes Blvd., Suite 1000
West Palm Beach, Florida 33409
Phone: (561) 255-9550 Fax: (561) 255-9951
City: Palm Beach, FL 33482
Vendor No. VF 043882340.001

PLANS PREPARED BY:

AMERICAN
CONSULTING ENGINEERS OF FLORIDA, LLC
2000 Palm Beach Lakes Blvd., Suite 1000
West Palm Beach, FL 33409
Phone: (561) 255-9550 Fax: (561) 255-9951
City: Palm Beach, FL 33482
Vendor No. VF 043882340.001

NOTE: THE SCALE OF THESE PLANS MAY
HAVE CHANGED DUE TO REPRODUCTION.

ROADWAY PLANS
ENGINEER OF RECORD: JOHN A. CERRETA

P.E. NO.: 53992

DATE	KEY SHEET REVISIONS DESCRIPTION

LENGTH OF PROJECT	
LINEAR FEET	MILES
200,000	0.039
118.64	0.022
318,640	0.060
0.000	0.000
318,640	0.060

CITY OF PORT ST. LUCIE PROJECT MANAGER: HEATH STOCTON, P.E.



GOVERNING STANDARDS AND SPECIFICATIONS:
Florida Department of Transportation, 2015 Design Standards and
revised Index Drawings as amended herein, and 2016 Standard
Specifications for Road and Bridge Construction, as amended by
Contract Documents.

For Design Standards click on the "Design Standards" link at the
following web site:
<http://www.dot.state.fl.us/rddesltp/>

For the Standard Specifications for Road and Bridge Construction,
click on the "Specifications" link at the following web site:
<http://www.dot.state.fl.us/specifications/rf16/>

PAY ITEM NO.	PAY ITEM DESCRIPTION	UNIT	PHASE I		TOTAL	DESIGN NOTES	CONSTRUCTION REMARKS
			DURATION DAYS	QUANTITY			
0102 1	Maintenance of Traffic	LS	75	1	75		
0102 60	Work Zone Sign	ED	75	16	1200		
0102 74 1	Barricade Temporary Type I, II, III, DI, Drum, or LCD	ED	75	26	1950		
0102 74 5	Channelizing Device (Pedestrian Longitudinal Device)	LF		1032	1032		

SUMMARY OF EROSION AND SEDIMENT CONTROL DEVICES

LOCATION	SIDE	AREA ID	SEDIMENT BARRIER		DESIGN NOTES	CONSTRUCTION REMARKS
			0104 10 3	0104 11		
STA. TO STA.			P	F		
1051+53.99 to 1052+19.91	LT		67.4			
1052+19.91 to 1052+63.77	LT		47.2			
1052+63.77 to 1053+18.49	LT		55.2			
1052+99.61 to 1053+07.43	LT		14.8			
1053+07.43 to 1053+28.79	LT		21.9			
1053+28.79 to 1053+44.35	LT		16.5			
1053+38.77 to 1053+99.30	LT		61.5			
1065+04.66 to 1066+87.13	LT		96.5			
1066+87.13 to 1067+33.13	LT		46.0			
1067+13.79 to 1067+23.53	LT		12.8			
1067+23.53 to 1067+57.48	LT		34.0			
1067+55.96 to 1068+03.53	LT		47.9			
1067+57.48 to 1067+68.32	LT		14.1			
1068+03.53 to 1068+43.11	LT		50.3			
1053+06.48 to 1053+17.07	LT			35.2		
1053+26.47 to 1053+38.45	LT			35.6		
1067+27.72 to 1067+32.53	LT			32.0		
1067+55.39 to 1067+55.63	LT			36.2		
SUB-TOTAL:			586.1			
TOTAL:				139		

SUMMARY OF CLEARING & GRUBBING

LOCATION	SIDE	AREA ID	LENGTH	WIDTH	0110 1 1		DESIGN NOTES	CONSTRUCTION REMARKS
					P	F		
STA. TO STA.								
1051+61.58 to 1054+59.60	LT	15434			0.280			
1066+95.55 to 1068+43.36	LT	15376			0.260			
SUB-TOTAL:					0.540			
TOTAL:					0.540			

SUMMARY OF EARTHWORK

PAY ITEM NO.	PAY ITEM DESCRIPTION	CY		DESIGN NOTES	CONSTRUCTION REMARKS
		P	F		
0120 6	Embankment				
	Bridge #1		54.11		
	Bridge #2		50.48		
TOTAL:			104.59		

DATE	DESCRIPTION	REVISIONS	CITY OF PORT ST. LUCIE	SUMMARY OF QUANTITIES	SHEET NO.
					2



SUMMARY OF MISCELLANEOUS ASPHALT PAVEMENT

LOCATION	SIDE	AREA ID	LENGTH	WIDTH	THICK (IN)	UNDER GUARDRAIL		DESIGN NOTES	CONSTRUCTION REMARKS
						0339	TN		
STA. TO STA.						P	F		
1051+62.66 to 1054+59.65	LT	8297		2	22.79				
1065+95.55 to 1068+42.60	LT	8264		2	20.16				
SUB-TOTAL:						42.95			
GRAND TOTAL:						43.0			

SUMMARY OF SIDEWALK

LOCATION	SIDE	AREA ID	LENGTH	WIDTH	CONC SIDEWALK		DESIGN NOTES	CONSTRUCTION REMARKS
					0522	T		
STA. TO STA.					P	F		
1052+36.81 to 1052+89.24	LT	5426		42.9				
1053+47.63 to 1053+98.44	LT	5419		40.6				
1066+59.58 to 1067+10.26	LT	5438		41.4				
1067+71.72 to 1068+23.59	LT	5445		44.7				
SUB-TOTAL:					169.6			
TOTAL:					170			

SUMMARY OF PERFORMANCE TURF

LOCATION	SIDE	AREA ID	LENGTH	WIDTH	PERFORMANCE TURF		DESIGN NOTES	CONSTRUCTION REMARKS
					0570	T		
STA. TO STA.					P	F		
1051+61.58 to 1054+59.60	LT	15269		1013.6				
1052+36.81 to 1053+15.55	LT	9128		53.8				
1052+95.25 to 1053+15.27	LT	9067		13.9				
1053+27.68 to 1053+46.25	LT	9084		12.4				
1053+30.69 to 1053+98.44	LT	9089		39.0				
1065+95.55 to 1068+43.26	LT	15281		1099.0				
1066+59.58 to 1067+33.68	LT	9031		44.4				
1067+15.73 to 1067+33.68	LT	9048		12.2				
1067+51.96 to 1068+23.59	LT	10296		46.3				
1067+52.02 to 1067+68.01	LT	9053		11.5				
SUB-TOTAL:					2346.1			
TOTAL:					2346			



SUMMARY OF PAVEMENT

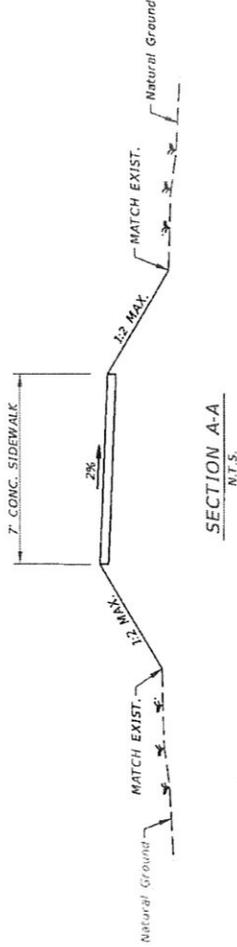
PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION		SIDE	AREA ID	LENGTH	WIDTH	UNIT	QUANTITY		DESIGN NOTES	CONSTRUCTION REMARKS
		STA. TO STA.	DESCRIPTION						P	F		
285709	Optional Base, Base Group 09	1051+62.66 to 1054+59.65		LT	14127			SY	227.9			
		1065+95.55 to 1068+42.60		LT	14126			SY	201.6			
									TOTAL	P	F	
												430

ATTACHMENT A - E-BID #20160045
Page 3 of 27

DATE	DESCRIPTION	DATE	REVISIONS
AMERICAN OF FLORIDA, LLC CONSULTING ENGINEERS 2000 Palm Beach Lakes Boulevard, Suite 1000 West Palm Beach, FL 33409 Phone: (561) 253-9350 Fax: (561) 253-9551 Gettelman@aof.com John A. Cerretti P.E. No. 53998			
CITY OF PORT ST. LUCIE			SUMMARY OF QUANTITIES
			SHEET NO. 3

GENERAL NOTES

1. SUBSURFACE UTILITIES SHOWN ON THE DRAWINGS SHALL BE CONSIDERED APPROXIMATE ONLY. THE ACCURACY OF THIS INFORMATION HAS NOT BEEN VERIFIED AND IS NOT TO BE RELIED UPON FOR THE CONSTRUCTION OF THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIS OWN DETERMINATION AS TO THE TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.
2. ALL EXISTING UTILITIES ARE TO BE RELOCATED OR ADJUSTED BY OTHERS OR AS COORDINATED BY THE CONTRACTOR.
3. THE CONTRACTOR SHALL NOTIFY THE UTILITY COMPANIES TO ALLOW THEIR REPRESENTATIVES TO ACCURATELY LOCATE THEIR FACILITIES.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COORDINATION WITH THE RESPECTIVE UTILITY COMPANIES DURING ANY UTILITY CONSTRUCTION OR RELOCATION.
5. THE CONTRACTOR SHALL NOTIFY UTILITY OWNERS THROUGH SUNSHINE ONE CALL OF FLORIDA INC (1-800-432-4770) TWO FULL BUSINESS DAYS IN ADVANCE OF BEGINNING CONSTRUCTION ON THE JOB SITE.
6. EXISTING DRAINAGE STRUCTURES WITHIN CONSTRUCTION LIMITS SHALL REMAIN UNLESS OTHERWISE NOTED.
7. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH AND CONFORM TO THE MOST STRINGENT REQUIREMENTS OF THE PROJECT SPECIFICATIONS AND THE LATEST EDITION OF THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (FDOT), AND ALL OTHER APPLICABLE FEDERAL, STATE AND LOCAL CODES AND REGULATIONS.
8. ANY PUBLIC LAND CORNER OR BENCH MARK WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF A CORNER MONUMENT IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED, THE PROJECT ENGINEER SHOULD NOTIFY THE COUNTY SURVEYOR, WITHOUT DELAY, BY TELEPHONE.
9. THE CONTRACTOR SHALL PROVIDE THE ENGINEER AN EROSION AND SEDIMENT CONTROL PLAN PRIOR TO CONSTRUCTION IN ACCORDANCE WITH FOOT DESIGN STANDARDS.
10. ST. AUGUSTINE SOD TO BE USED TO SOD ALL DISTURBED AREAS UNLESS OTHERWISE DIRECTED. COST OF WATER AND FERTILIZER TO BE INCLUDED IN COST OF SOD.



ATTACHMENT A - E-BID #20160045
Page 4 of 27

DATE	DESCRIPTION	REVISIONS	DATE

AMERICAN ENGINEERING CONSULTING ENGINEERS 2000 Palm Beach Lakes Boulevard, Suite 1000 West Palm Beach, FL 33409 Phone: (561) 263-9550 Fax: (561) 263-9861 General Contractor John A. Cerrata P.E. No. 53392	CITY OF PORT ST. LUCIE	GENERAL NOTES	SHEET NO. 4
--	------------------------	---------------	-------------

LEGEND

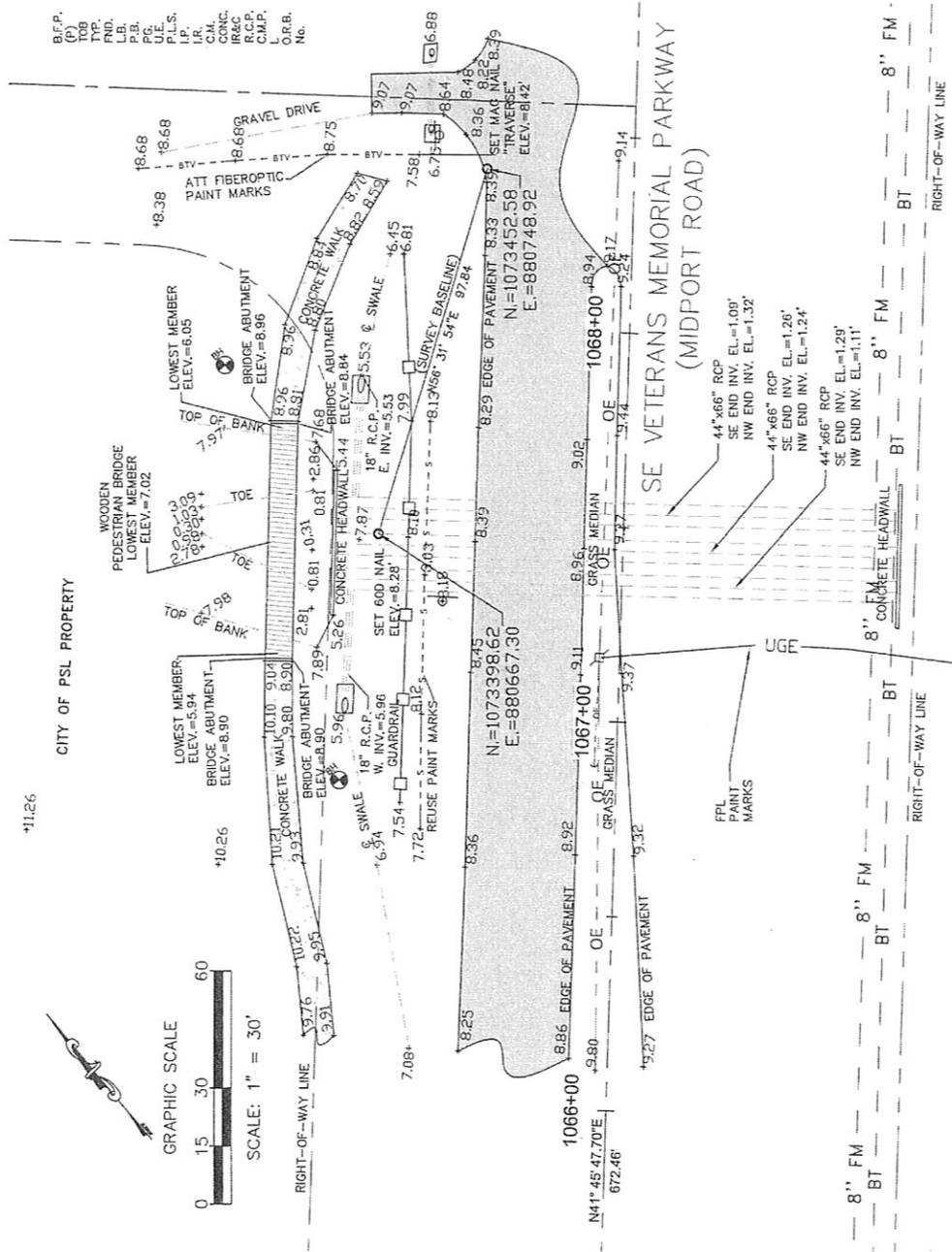
- 0 DENOTES BACKFLOW PREVENTER
- 1 DENOTES STREET SIGN
- 2 DENOTES LIGHT POLE
- 3 DENOTES FLAT DATA
- 4 DENOTES TOP OF BANK
- 5 DENOTES WATER VALVE
- 6 DENOTES OAK TREE
- 7 DENOTES PALM TREE
- 8 DENOTES SURVEY CONTROL POINT
- 9 DENOTES STORM MANHOLE
- 10 DENOTES POWER POLE
- 11 DENOTES METERED END HEADWALL
- 12 DENOTES GUY ANCHOR
- 13 DENOTES BOREHOLE LOCATION
- 14 DENOTES BACKFLOW PREVENTER
- 15 DENOTES TOE OF SLOPE
- 16 DENOTES FINISHED FLOOR ELEVATION
- 17 DENOTES POINT OF ENCUMBRANCE
- 18 DENOTES POINT OF BEGINNING
- 19 DENOTES NUMBER
- 20 DENOTES OFFICIAL RECORDS BOOK
- 21 DENOTES IRON PIPE
- 22 DENOTES UTILITY EASEMENT
- 23 DENOTES PROFESSIONAL LAND SURVEYOR
- 24 DENOTES CONCRETE MONUMENT
- 25 DENOTES CONCRETE
- 26 DENOTES 5/8" IRON ROD & CAP
- 27 DENOTES REINFORCED CONCRETE PIPE
- 28 DENOTES CORRUGATED METAL PIPE
- 29 DENOTES C.M.P.
- 30 DENOTES O.R.B.
- 31 DENOTES No.

LEGAL DESCRIPTION

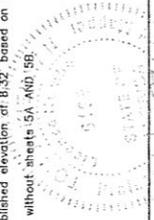
A PORTION OF SECTION 2, TOWNSHIP 37 SOUTH, RANGE 40 EAST, ST. LUCE COUNTY, FLORIDA.

GENERAL NOTES

1. The purpose of this survey is to identify the existing condition of two pedestrian bridges along SE Veterans Memorial Parkway for design purposes.
2. The bearings shown hereon are relative to the Florida coordinate system East of the Greenwich Meridian, as established by NGS control points "MILLER"(47704), and "W-667"(043217).
3. All above ground fixed improvements, if any, have been located and shown hereon.
4. Underground utilities and utility services have been located on this survey based on point marks located in the field utilizing SURSUNLINE 811 locate ticket 281505317.
5. Reproductions of this map are not valid without the signature and original released seal of a Florida Licensed Surveyor & Mapper.
6. Lands shown hereon were not abstracted by this office for rights-of-way, easements of record, ownership, abandonment's deed restrictions, or Murphy Act Deeds.
7. The last date of field work was October 15, 2015.
8. Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.
9. Right of way lines and utilities south of SE Veterans Memorial Parkway shown hereon were based on a survey by Betty Lindsay, cad file BL-1356.4 \$Base-1.dwg, and was provided by the client.
10. Lands shown hereon were not abstracted by this office for right-of-ways, Reservations, Agreements, and/or Easements of Record. Such information should be obtained and confirmed by others through appropriate title verification.
11. Elevations shown hereon are GPS derived and based on NGS benchmark "MILLER" with a published elevation of 8.32' based on the N.A.V.D. of 1989.
12. Not valid without sheets SA-AND 5B.



ATTACHMENT A - E-BID #20160045
Page 5 of 27



Thomas P. Klerman
Professional Surveyor & Mapper
Florida Certificate No. 0199
Date: 12/11/15

CITY OF PORT ST. LUCE
SPECIFIC PURPOSE SURVEY
SE VETERANS MEMORIAL PARKWAY
PEDESTRIAN BRIDGE REPLACEMENT

CULPEPPER & TERPENO, INC.
CONSULTING ENGINEERS & LAND SURVEYORS
11000 UNIVERSITY BLVD., SUITE 100
PORT ST. LUCE, FLORIDA 32088
PHONE: 352.329.1111
WWW.CULPEPPER-TERPENO.COM

DESIGNED BY: IRWIN BY
DRAWN BY: AND JG-12/15
CHECKED BY: CHECKED BY
DATE: 12/11/15
ENGINEER: P.L. WA. 30222
DRAWN: K. MATTHEWS, P.L. WA. 30222

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
12/2/15	RWJ	REVISED STREET NAME			
12/9/15	RWJ	REVISED SHEET NO.			
12/11/15	RWJ	REVISED TO THIS			

SHEET NO. 5A

TRAFFIC CONTROL NOTES

1. ALL MAINTENANCE OF TRAFFIC ITEMS REQUIRED BY THE 600 SERIES INDICES SHALL BE SUPPLIED, INSTALLED, AND MAINTAINED TO PROPERLY MAINTAIN TRAFFIC AND DROP OFF CRITERIA IN THE WORK ZONE.
2. WRITTEN NOTIFICATION OF PROPOSED LANE CLOSURES ON SE VETERANS MEMORIAL PARKWAY OR TEMPORARY DETOURS SHALL BE ACCOMPLISHED 21 WORKING DAYS IN ADVANCE OF CLOSURE OR DETOUR.
3. AT THE DISCRETION OF THE ENGINEER, IF A LANE CLOSURE CAUSES EXTENDED CONGESTION OR DELAY, THE CONTRACTOR SHALL BE DIRECTED TO REOPEN THE CLOSED LANE(S) UNTIL SUCH TIME AS TRAFFIC FLOW HAS RETURNED TO AN ACCEPTABLE LEVEL.
4. THE PROVISIONS FOR TRAFFIC DISRUPTIONS WHICH ARE NOT ANTICIPATED IN THE TRAFFIC CONTROL PLAN, BUT WHICH ARE NECESSARY TO CONSTRUCT THE PROJECT, SHALL BE SUBMITTED IN WRITING TO THE ENGINEER. APPROVAL SHALL BE OBTAINED 21 DAYS PRIOR TO THE COMMENCEMENT OF WORK. SUBMITTAL MATERIAL SHALL INCLUDE SKETCHES, CALCULATIONS, AND OTHER DATA REQUIRED BY THE ENGINEER.
5. THE TRAFFIC AND TRAVEL WAYS SHALL NOT BE ALTERED BY THE CONTRACTOR TO CREATE A WORK ZONE UNTIL ALL LABOR AND MATERIAL ARE AVAILABLE FOR THE CONSTRUCTION IN THAT AREA.
6. REGULATORY SPEED ESTABLISHED DURING CONSTRUCTION SHALL MATCH EXISTING POSTED SPEEDS FOR ALL PHASES OR AS SHOWN IN THE TRAFFIC CONTROL PLANS. REDUCED SPEED AND REGULATORY SPEED SIGNS SHALL BE INSTALLED ON SEPARATE POSTS IN ACCORDANCE WITH THE APPROPRIATE STANDARD INDEX.
7. THE CONTRACTOR IS TO USE FLAGGERS WHERE CONSTRUCTION TRAFFIC ENTERS AND LEAVES THE VARIOUS WORK SITES FROM THE TRAVEL LANES.
8. THE THROUGH (STRAIGHT) ARROWS DENOTE DIRECTION OF TRAFFIC ONLY AND DO NOT REFLECT PAVEMENT MARKINGS, UNLESS OTHERWISE NOTED.



ATTACHMENT A - E-BID #20160045
Page 8 of 27

DATE	DESCRIPTION	REVISIONS	SHEET NO.
			7

AMERICAN CONSULTING ENGINEERS OF FLORIDA, LLC
2000 Palm Beach Lakes Boulevard, Suite 1000
West Palm Beach, FL 33409
Phone: (561) 253-9550 ext. (661) 253-9651
Central Florida, FL 32801
John A. Cerrito P. E. No. 53992

CITY OF PORT ST. LUCIE

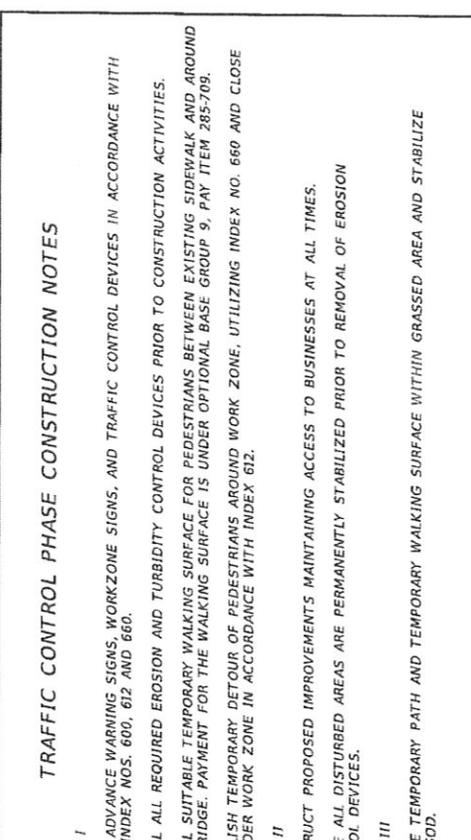
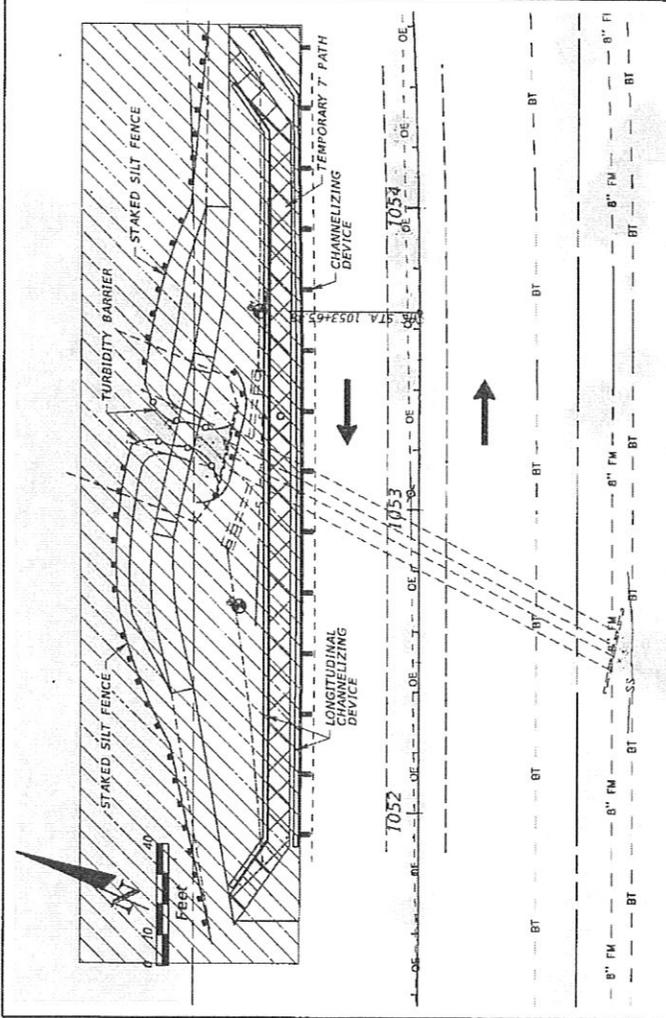
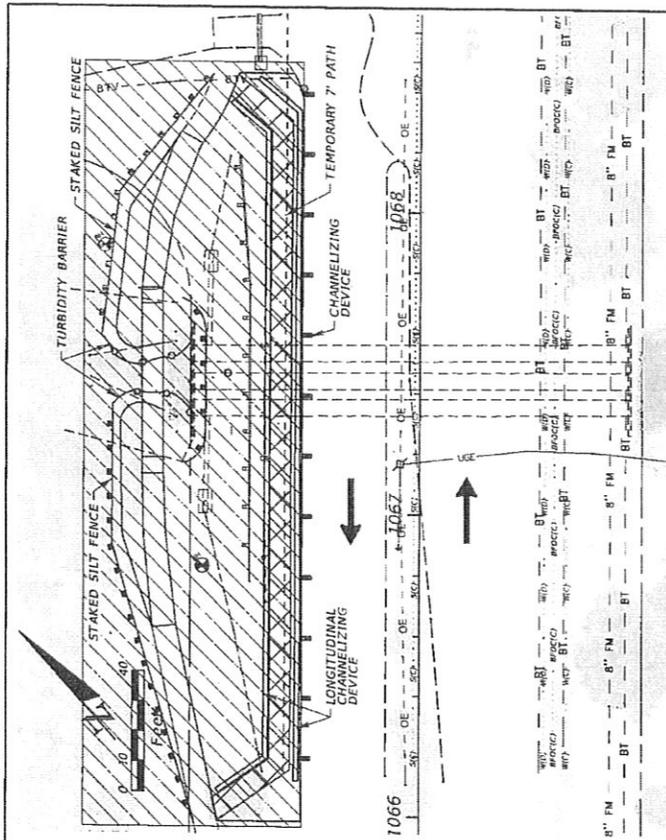
TEMPORARY TRAFFIC CONTROL PLAN

1/27/2015

10:37:47 AM

USER: shawna

F:\PROJECTS\1510045 - USFL Pedestrian Bridges\20150607 - vdwamrj.vcf\53992.dwg



TRAFFIC CONTROL PHASE CONSTRUCTION NOTES

PHASE I

1. PLACE ADVANCE WARNING SIGNS, WORKZONE SIGNS, AND TRAFFIC CONTROL DEVICES IN ACCORDANCE WITH FOOT INDEX NOS. 600, 612 AND 660.
2. INSTALL ALL REQUIRED EROSION AND TURBIDITY CONTROL DEVICES PRIOR TO CONSTRUCTION ACTIVITIES.
3. INSTALL SUITABLE TEMPORARY WALKING SURFACE FOR PEDESTRIANS BETWEEN EXISTING SIDEWALK AND AROUND THE BRIDGE. PAYMENT FOR THE WALKING SURFACE IS UNDER OPTIONAL BASE GROUP 9, PAY ITEM 285-709.
4. ESTABLISH TEMPORARY DETOUR OF PEDESTRIANS AROUND WORK ZONE, UTILIZING INDEX NO. 660 AND CLOSE SHOULDER WORK ZONE IN ACCORDANCE WITH INDEX 612.

PHASE II

1. CONSTRUCT PROPOSED IMPROVEMENTS MAINTAINING ACCESS TO BUSINESSES AT ALL TIMES.
2. ENSURE ALL DISTURBED AREAS ARE PERMANENTLY STABILIZED PRIOR TO REMOVAL OF EROSION CONTROL DEVICES.

PHASE III

1. REMOVE TEMPORARY PATH AND TEMPORARY WALKING SURFACE WITHIN GRASSED AREA AND STABILIZE WITH SOG.

WEST SIDE OF SE VETERANS MEMORIAL PARKWAY

GENERAL NOTES

1. TRAFFIC CONTROLS SHALL BE IN ACCORDANCE WITH THE PROJECT PLANS, THE CURRENT EDITION OF THE FLORIDA FOOT DESIGN STANDARDS (600 SERIES), THE STANDARD SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION, AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (2009 EDITION) AS MINIMUM CRITERIA.
2. THE REGULATORY SPEED LIMIT IS 40 MPH.



DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION
	ATTACHMENT A - E-BID #20160045			
	Page 9 of 27			
CITY OF PORT ST. LUCIE		TEMPORARY TRAFFIC CONTROL PLAN		
103141 AM 12/17/2015		103141 AM 12/17/2015		
USER: Sgabala		USER: Sgabala		
F:\PROJECTS\1519048 - CPSC - PortStLucie - 103141 AM 12/17/2015\0507\user\jvc\portstlucie.dwg		F:\PROJECTS\1519048 - CPSC - PortStLucie - 103141 AM 12/17/2015\0507\user\jvc\portstlucie.dwg		
AMERICAN PROFESSIONAL ENGINEER CONSULTING INC. FLORIDA, LLC 2000 Palm Beach Lakes Boulevard, Suite 1000 West Palm Beach, FL 33409 Phone: (561) 263-8650 Fax: (561) 263-9651 Certificate of Authorization No. 0302 John A. Garcia P.E. No. 53992		SHEET NO. 8		

INDEX OF STRUCTURE PLANS

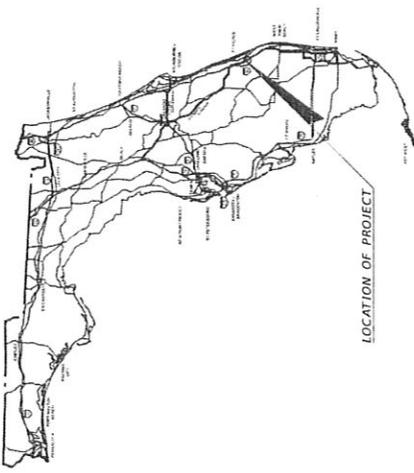
<u>SHEET NO.</u>	<u>SHEET DESCRIPTION</u>
B-01	BRIDGE KEY SHEET
B-02	SUMMARY OF STRUCTURE QUANTITIES
B-03	GENERAL NOTES
B-04	PLAN AND ELEVATION (BRIDGE 1)
B-05	PLAN AND ELEVATION (BRIDGE 2)
B-06	SECTION THROUGH BRIDGE
B-07	SOIL BORING PROFILES (BRIDGE 1)
B-08	SOIL BORING PROFILES (BRIDGE 2)
B-09	FOUNDATION LAYOUT (BRIDGE 1)
B-10	FOUNDATION LAYOUT (BRIDGE 2)
B-11	END BENT 1
B-12	END BENT 2
B-13	END BENT DETAILS (1 OF 2)
B-14	END BENT DETAILS (2 OF 2)
B-15	SUPERSTRUCTURE OPTIONS
B-16	APPROACH SLABS
B-17	REINFORCING BAR LIST (BRIDGE 1)
B-18	REINFORCING BAR LIST (BRIDGE 2)

CITY OF PORT ST. LUCIE

CONTRACT PLANS

CONTRACT NO. 20150097
 ST. LUCIE COUNTY
 WEST SIDE OF SE VETERANS MEMORIAL PARKWAY
 PEDESTRIAN BRIDGES

STRUCTURE PLANS



STRUCTURE SHOP DRAWINGS
 TO BE SUBMITTED TO:

RICHARD A. HUNTER, P.E.
 C/O AMERICAN CONSULTING ENGINEERS
 2818 CYPRESS RIDGE BLVD, SUITE 200
 WESLEY CHAPEL, FLORIDA 33544
 (813) 435-2600

PLANS PREPARED BY:

AMERICAN CONSULTING ENGINEERS OF FLORIDA, LLC
 2818 Cypress Ridge Blvd, Suite 200
 Wesley Chapel, Florida 33544
 Phone: (813) 435-2600 Fax: (813) 435-2401
 E-mail: aced@american-engineers.com
 Vendor No. 061308131001
 Contract No. 20150097

NOTE: THE SCALE OF THESE PLANS MAY
 HAVE CHANGED DUE TO REPRODUCTION.



<u>KEY SHEET REVISIONS</u>	
<u>DATE</u>	<u>DESCRIPTION</u>

STRUCTURE PLANS
 ENGINEER OF RECORD: RICHARD A. HUNTER, P.E.
 P.E. NO.: 50601

<u>FISCAL YEAR</u>	<u>SHEET NO.</u>
16	B-01

SUMMARY OF STRUCTURE QUANTITIES - BRIDGE 1

SECTION	PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION	UNIT	QUANTITY		TOTAL		DESIGN NOTES	CONSTRUCTION REMARKS
					P	F	P	F		
LUMP SUM ITEMS FOUNDATION	0110 3	REMOVAL OF EXISTING STRUCTURE	BRIDGE	LS/SF	429		429		Includes Substructure	
	0455 34 3	PRESTRESSED CONCRETE PILING (18" SQ.)	END BENT 1	LF	86		86			
SUBSTRUCTURE	0400 4 5	CLASS IV CONCRETE (SUBSTRUCTURE)	END BENT 2	CY	6.9		6.9			
	0415 1 5	REINFORCING STEEL (SUBSTRUCTURE)	END BENT 2	LB	841		841			
APPROACH SLABS	0400 2 10	CLASS II CONCRETE (APPROACH SLABS)	APPROACH SLAB 1	CY	1.9		1.9			
	0415 1 9	REINFORCING STEEL (APPROACH SLABS)	APPROACH SLAB 1	LB	103		103			
SUPERSTRUCTURE	0460 7	PREFABRICATED STEEL TRUSS PEDESTRIAN BRIDGE	BRIDGE	SF	480.0		480.0			
	0515 2221	PEDESTRIAN/BICYCLE RAILING (STEEL ONLY) (54" TYPE 1)	APPROACH SLAB 2	LF	11		11			

SUMMARY OF STRUCTURE QUANTITIES - BRIDGE 2

SECTION	PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION	UNIT	QUANTITY		TOTAL		DESIGN NOTES	CONSTRUCTION REMARKS
					P	F	P	F		
LUMP SUM ITEMS FOUNDATION	0110 3	REMOVAL OF EXISTING STRUCTURE	BRIDGE	LS/SF	429		429		Includes Substructure	
	0455 34 3	PRESTRESSED CONCRETE PILING (18" SQ.)	END BENT 1	LF	82		82			
SUBSTRUCTURE	0400 4 5	CLASS IV CONCRETE (SUBSTRUCTURE)	END BENT 2	CY	6.9		6.9			
	0415 1 5	REINFORCING STEEL (SUBSTRUCTURE)	END BENT 2	LB	841		841			
APPROACH SLABS	0400 2 10	CLASS II CONCRETE (APPROACH SLABS)	APPROACH SLAB 1	CY	1.9		1.9			
	0415 1 9	REINFORCING STEEL (APPROACH SLABS)	APPROACH SLAB 1	LB	103		103			
SUPERSTRUCTURE	0460 7	PREFABRICATED STEEL TRUSS PEDESTRIAN BRIDGE	BRIDGE	SF	480.0		480.0			
	0515 2221	PEDESTRIAN/BICYCLE RAILING (STEEL ONLY) (54" TYPE 1)	APPROACH SLAB 2	LF	11		11			



ATTACHMENT A - E-BID #20160045
Page 11 of 27

DATE	BY	REVISIONS	DATE	BY	DESCRIPTION	INFORMATION
QUANTITY: 480.0 DECIMAL: AP CONTRACTOR: AP			CITY OF PORT ST. LUCIE COUNTY: ST. LUCIE PROJECT: 201510097			SUMMARY OF STRUCTURE QUANTITIES WEST SIDE OF SE VETERANS MEMORIAL PARKWAY PEDESTRIAN BRIDGES
AMERICAN CONSULTING ENGINEERS OF FLORIDA, LLC 5818 Cypress Ridge Blvd, Suite 200 Ft. Pierce, FL 34947 Phone: (813) 435-2600 Fax: (813) 435-2601 Certificate of Authorization No. 0302 Richard A. Hunter, P.E. No. 50601						PROJECT NO. 12/01/2015 2:58:14 PM 7:\PROJECTS\ESTRUC\BID\SUM\160045\AttachmentA.DWG

DESIGN SPECIFICATIONS:

- FDOT Structures Manual (January 2015) and subsequent Structures Design Bulletin 15-04.
- AASHTO LRFD Bridge Design Specifications, 7th Edition and all subsequent interims.
- AASHTO LRFD Guide Specifications for the Design of Pedestrian Bridges, 2009 Edition.

GOVERNING STANDARDS AND CONSTRUCTION SPECIFICATIONS:

FDOT 2016 Design Standards and revised Index Drawings as appended herein, and January 2016 Standard Specifications for Road and Bridge Construction, as amended by Contract Documents.

VERTICAL DATUM:
Vertical datum in plans is based on NAVD 88.

ENVIRONMENT:
Superstructure - Slightly Aggressive
Substructure - Concrete & Steel: Slightly Aggressive

DESIGN METHODOLOGY:
LRFD method using Strength, service and fatigue limit states.

DESIGN LOADINGS:

Live Loads:
Pedestrian = 90 psf
Vehicle = H5 Truck

Dead Loads:
Bicycle Railing = 30 plf
Reinforced Concrete = 150 pcf
Structural Steel = 490 pcf
Design Wind Speed = 150 mph

CONCRETE:
All concrete shall be in accordance with Specification 346.

Concrete Class	Min 28-day Compressive Strength (psi)	Location of Concrete in Structure
II (Bridge Deck)	f _c = 4500	C.I.P. Approach Slabs
IV	f _c = 5500	C.I.P. Substructure
V (Special)	f _c = 6000	Prestressed Concrete Piles

CONCRETE COVER:
C.I.P. Superstructure = 2" (All internal and external surfaces)
C.I.P. Substructure = 4" (External surfaces cast against earth)
3" (External formed surfaces)

Concrete cover dimensions shown in the plans do not include placement and fabrication tolerances unless shown as "minimum cover". See Specification 415 for allowable tolerances. All dimensions pertaining to the location of reinforcing steel are to centerline of bar except where clear dimension is noted to face of concrete.

PLAN DIMENSIONS:
All dimensions in these plans are measured in feet and inches either horizontally or vertically unless otherwise noted.

SCREEDING DECK SLABS:
Screed the Riding surface of the Bridge Deck and Approach Slabs to achieve the Finish Grade Elevations shown in the plans. Account for theoretical deflections due to self weight, deck casting sequence, deck forming systems, construction loads, overlays and temporary shoring, etc. as required.

JOINTS IN CONCRETE:
Construction joints will be permitted only at the locations indicated in the plans. Additional construction joints or alterations to those shown shall require approval of the Engineer.

STRUCTURAL STEEL:
All structural steel shall be in accordance with Specification 460.

CHARRY V-NOTCH:
All truss members shall be tested in accordance with Specification 392.

STEEL FABRICATION:

- All shop splices in flanges or web plates shall be made prior to welding flange plates. All splices shall be indicated on the drawings.
- Shop assemblies are required in accordance with Specification 460.
- All ends of girders, bearing stiffeners and end diaphragms shall be vertical after dead load is applied. All intermediate stiffeners, intermediate crossbraces and field splices shall be normal to grade.

WELDING:

- Perform non-destructive testing on welds as required by the current edition of the AASHTO/AWS D1.5 Bridge Welding Code.
- Field welding to any structural steel for the purpose of attaching erection hardware shall be formally submitted to the Engineer for approval.
- Field welding shall be per requirements of AASHTO/AWS D1.5 for non-arcillary items. Avoid damage to bearings when field welding sole plates to girder flanges. Replace bearings damaged by field welding at the Contractor's expense.
- The following members are classified as ancillary members in accordance with the current edition of the AASHTO/AWS D1.5 Bridge Welding Code: Bearings.

FIELD CONNECTIONS:
All field connections shall be made with high strength bolts in accordance with ASTM A325 unless otherwise shown. Threads shall be excluded from the shear plane for plates that are adjacent to the nut that have thicknesses of 1/4" or greater. Bolt heads shall be on the exterior/exposed face of the girders.

PAINTING:
Paint all steel with a High Performance Coating System. The color of the finish coat shall conform to Federal Standard No. 595, Color No. 36622.

ABBREVIATIONS:
See Design Standard Index No. 001 for common abbreviations. The following are additional abbreviations:
E - Expansion Joint
EB - End Bolt
EP - End Plate
F - Each Face
FR - Front Face of Backwall
UNO - Unless noted otherwise

PAY ITEM NOTES:

A. **Preabricated Steel Truss Pedestrian Span:**

- Shall be paid for at the Contract Unit Price per square foot of deck area under Pay Item No. 460-7 (Preabricated Steel Truss Pedestrian Bridge). This pay item includes furnishing and installing the preabricated steel truss pedestrian bridge superstructure including steel truss, floor system, concrete deck, bearing assemblies, deck and joints, and deck railing/finishing. Payment for this pay item shall be based on the plan quantity. Portions of the pedestrian bridge outside the limits of the deck truss span shall be 60" or bridge length to face of End Bolt. Portions of the truss bridges with 60" or bridge length to face of End Bolt, portions of the truss bridges.
- Prior to fabrication, contractor's Engineer of Record shall submit signed and sealed superstructure shop drawings, technical specifications, and design calculations to the Engineer for review and approval.
- Maximum Bridge Bearing Reactions shall be as follows: Deadload: 26.3 kip, Uniform Live Load: 10.8 kip, Vehicle and 1.4 kip Wind Transversely: 18.3 kip, Wind Vertically: 12.4 kip, Wind (Uplift): 5.6 kip and Thrust: 5.2 kip. If the Bridge Bearing Reactions are greater than those listed above, the contractor shall redesign the bridge substructure as part of the shop drawings and construct the modified substructure at no additional cost to St. Lucie County.

B. END BEHTS:

- Pay Item No. 400-4-5, Class IV Concrete (Substructure), per cubic yard.
- Pay Item No. 415-1-5, Reinforcing Steel (Substructure), per pound.

C. APPROACH SLABS:

- Pay Item No. 400-2-10, Class II Concrete (Approach Slabs), per cubic yard.
- Pay Item No. 415-1-9, Reinforcing Steel (Approach Slabs), per pound.

D. CONCRETE PILES:

- Pay Item No. 455-34-3, Prestressed Concrete Piling (18" Sq.), per linear foot.
- Cost of dynamic load testing (PDA) shall be included in Pay Item No. 455-34-3, Prestressed Concrete Piling (18" Sq.).

E. PEDESTRIAN/BICYCLE RAILING:

- Pay Item No. 515-2-221, Pedestrian/Bicycle Railing (Steel Only) (54" Type 1), per linear foot.

F. REMOVAL:

- Pay Item No. 110-3, Removal of Existing Structure, per square foot. All existing bridge foundations shall be completely removed.

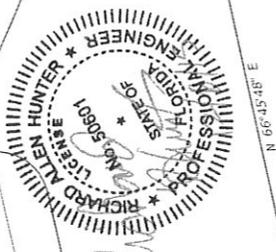
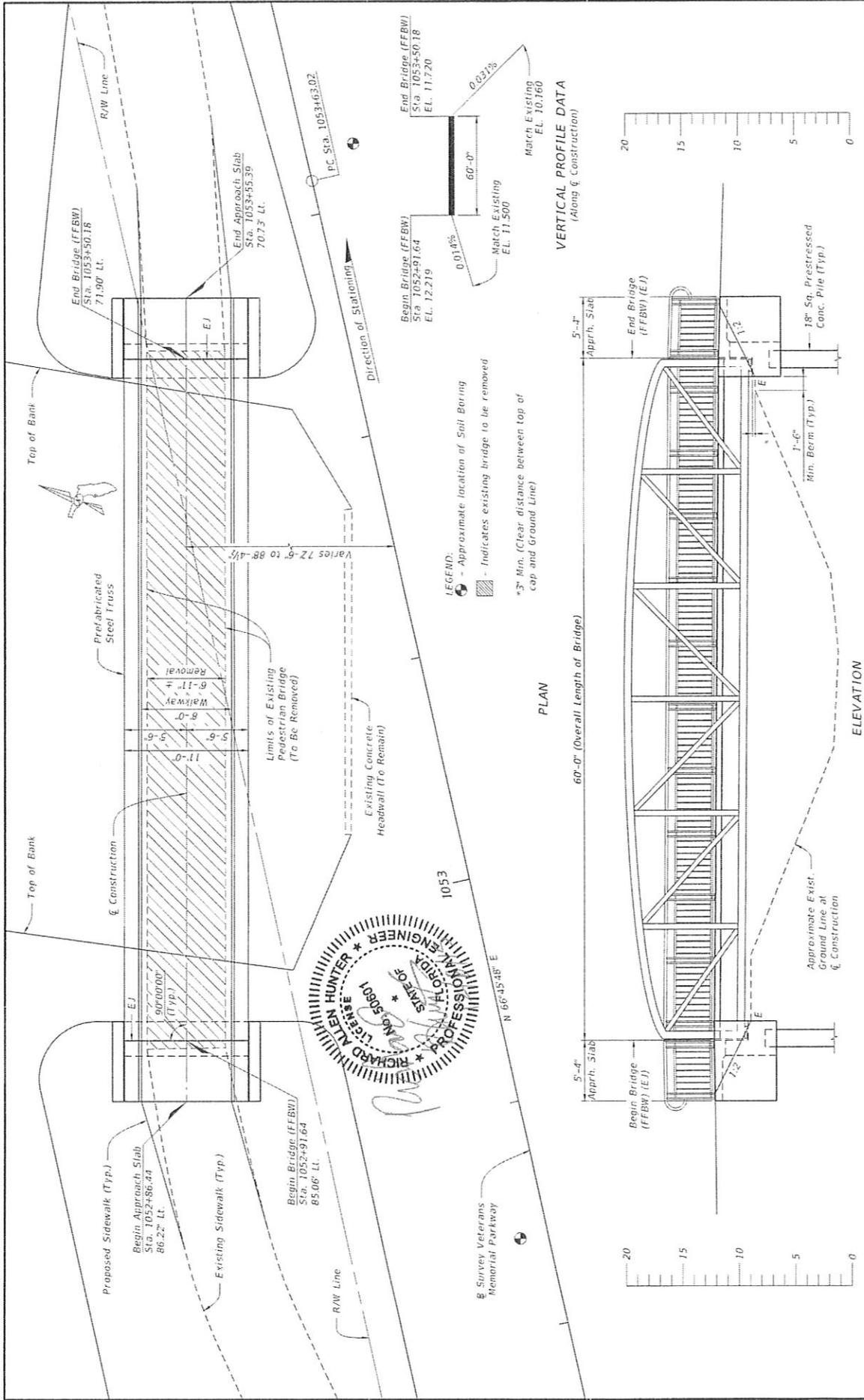


DATE	BY	DESCRIPTION	REVISED DATES	DATE	BY	DESCRIPTION

DESIGNED BY	IV	CITY OF PORT ST. LUCIE	PROJECT NAME	WEST SIDE OF SE VETERANS MEMORIAL PARKWAY
DESIGNED BY	AM	COUNTY	CONTRACT NO.	PEDESTRIAN BRIDGES
DESIGNED BY	JF	INDU. NO.	DATE	12/01/2015
				12/01/2015

OWNER	AMERICAN CONSULTING ENGINEERS	GENERAL NOTES
DESIGNED BY	AMERICAN CONSULTING ENGINEERS	
PROJECT NO.	2818 Cypress Ridge Blvd, Suite 200	
DATE	Wesley Chapel, Florida 33544	
	Professional Engineer's Seal No. 131-135-2001	
	Certificate of Authorization No. 3302	
	Richard A. Hunter, P. E. No. 516001	

DATE	12/01/2015	12:29:01 PM	FILED	12/01/2015
------	------------	-------------	-------	------------



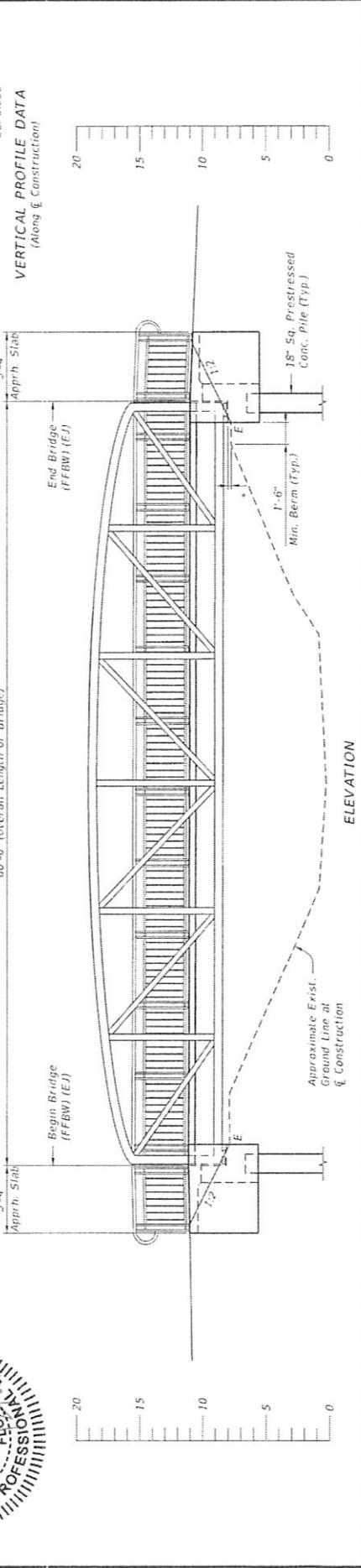
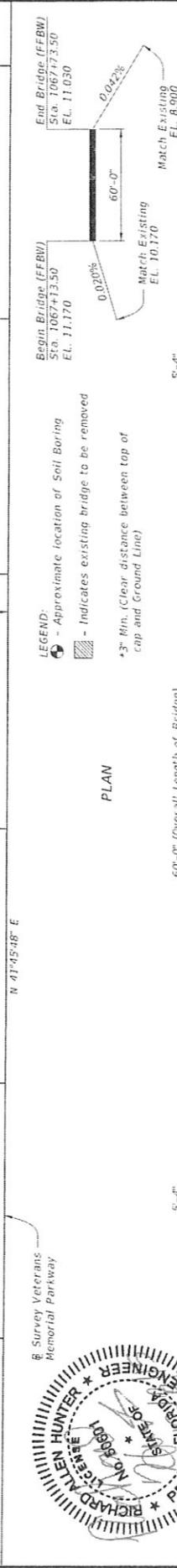
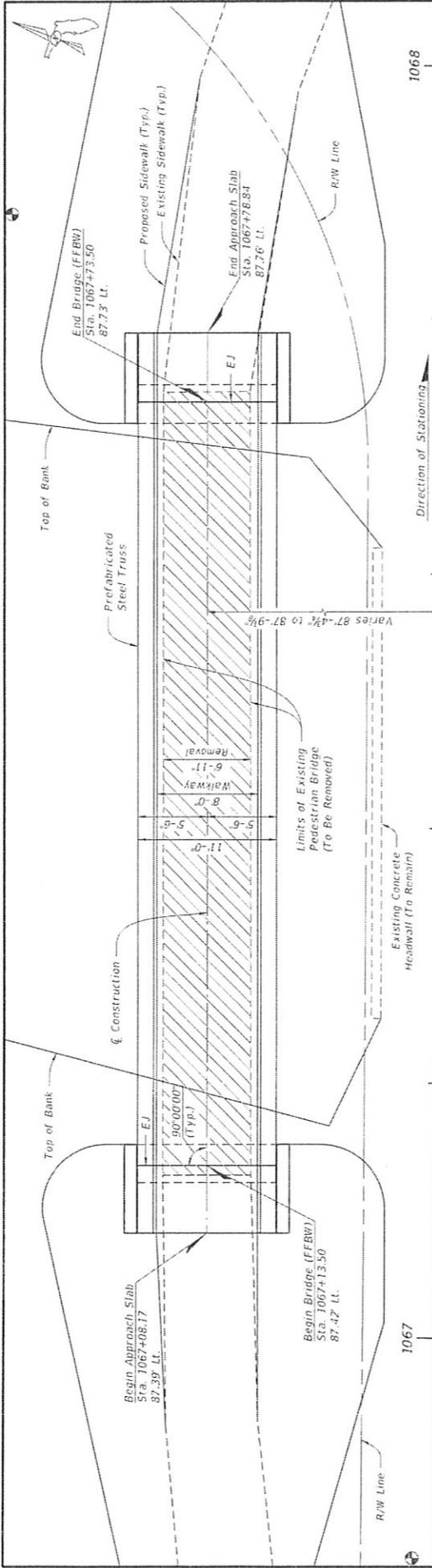
LEGEND:
 - Approximate location of Soil Boring
 - Indicates existing bridge to be removed
 *3'- Min. (Clear distance between top of cap and Ground Line)

VERTICAL PROFILE DATA
 (Along ξ Construction)

ELEVATION

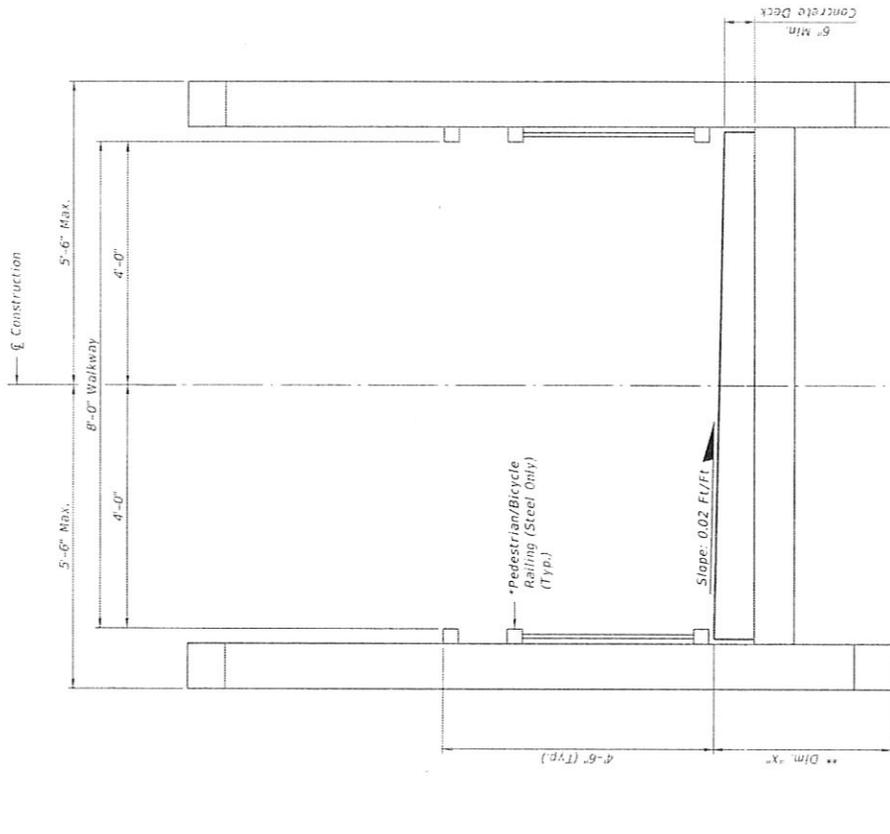
DATE	BY	DESCRIPTION	REVISIONS	DATE	BY	DESCRIPTION

ATTACHMENT A - E-BID #20160045 Page 13 of 27		DRAWN BY: [Blank] CHECKED BY: [Blank] DESIGNED BY: [Blank] DATE: [Blank]	CITY OF FORT ST. LUCIE COUNTY: [Blank] NORMAL: N/A ST. LUCIE: 20150097	PROJECT NAME: WEST SIDE OF SE VETERANS MEMORIAL PARKWAY PEDESTRIAN BRIDGES	PLAN AND ELEVATION (BRIDGE 1)
--	--	---	---	---	-------------------------------



Survey Veterans Memorial Parkway

DATE	BY	DESCRIPTION	REVISIONS	DATE	BY	DESCRIPTION
ATTACHMENT A - E-BID #20160045 Page 14 of 27			PROJECT NO. 20150092 CITY OF PORT ST. LUCIE COUNTY ST. LUCIE PROJECT NAME WEST SIDE OF SE VETERANS MEMORIAL PARKWAY PEDESTRIAN BRIDGES			
AMERICAN CONSULTING ENGINEERS OF FLORIDA, LLC 2816 Cypress Ridge Blvd, Suite 200 Phone: (813) 435-2000 Fax: (813) 435-2601 Certificate of Authorization No. 9302 Richard A. Hunter, P.E. No. 50601			12/31/15 PM USER: shunter			
PLAN AND ELEVATION (BRIDGE 2)			SHEET NO. B-05			



SECTION THROUGH BRIDGE

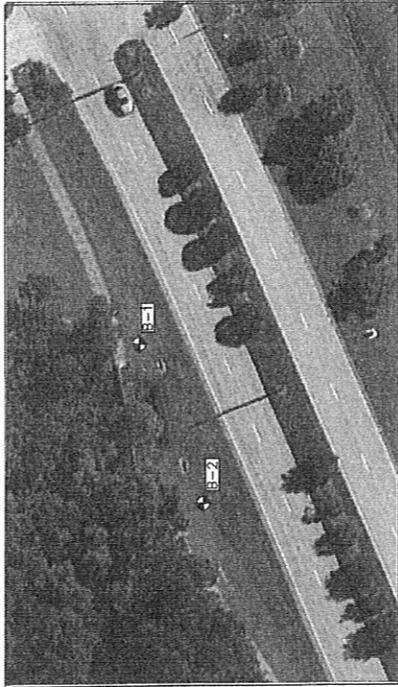
*Railing similar to FDOT Design Standard Index No. 651.
 **Dim. "X" is set per truss type and manufacturer and shall be 3'-2 3/8" Max.

- NOTES:
1. Member size and truss height to be per manufacturer's recommendations.
 2. All truss members to consist of HSS tubular shapes.
 3. Trusses and hardware to be painted with high performance coating system. For details, see sheet B-03.

Minimum Low Member
 EL. 8.611 (Bridge 1)
 EL. 7.921 (Bridge 2)

ATTACHMENT A - E-BID #20160045
 Page 15 of 27

DATE	BY	DESCRIPTION	REVISION	DATE	BY
AMERICAN CONSULTING ENGINEERS 28 FLORIDA, LLC 28 Florida Blvd, Suite 200 Wesley Chapel, Florida 33544 Phone: (813) 436-2600 Fax: (813) 436-2601 Richard A. Hunter, P.E. No. 50601			DESIGNER: JLV CHECKER: AP DESIGNER: JLV CHECKER: AP	CITY OF HUNT B'T LUYTK COUNTY: CONTRACT NO. ST. LUCIE 201510097	SHEET TITLE: SECTION THROUGH BRIDGE
			PROJECT NAME: WEST SIDE OF SE VETERANS MEMORIAL PARKWAY PEDESTRIAN BRIDGES	SHEET NO.: B-06	REF. DWG. NO.
			USER: S. Steiner	12/29/2015 12:29:53 PM	PROJECT: C:\3159\B\CADD\Drawings\Bridges\Sectional\TAD09



LEGEND

- FINE SAND (SP)
- SILTY FINE SAND (SM)
- CLAYEY FINE SAND (SC)
- CLAY (CL, CH)

NOTES:

- 1) BORING STATION AND OFFSET ARE REFERENCED TO BASELINE OF CONSTRUCTION AND WERE ESTIMATED FROM THE TOPOGRAPHIC SURVEY BY CULPEPPER & TERPENING, INC.
- 2) BORINGS ARE PLOTTED TO APPROXIMATE GROUND SURFACE ELEVATIONS THAT WERE ESTIMATED BASED ON THE TOPOGRAPHIC SURVEY BY CULPEPPER & TERPENING, INC.

- B-1 STANDARD PENETRATION TEST (SPT) BORING LOCATION
- N DEPTH GROUNDWATER MEASURED ON DATE DRILLED
- GSE GROUND SURFACE ELEVATION (FEET NAVD)
- B.T. 50' BORING TERMINATED AT 50 FEET BELOW EXISTING GROUND SURFACE

SP, SP-SM UNIFIED SOIL CLASSIFICATION SYSTEM
SP-SC, SM

SHELL FRAGMENTS: TRACE <5%
FEW 5 TO 10%
LITTLE 15 TO 25%
MODERATE 30 TO 40%
MOSTLY 50 TO 100%

ENGINEERING CLASSIFICATION

1 COHESIONLESS SOILS

DESCRIPTION	BLOW COUNT 'N'
VERY LOOSE	0 TO 4
LOOSE	5 TO 10
MEDIUM DENSE	15 TO 30
DENSE	35 TO 50
VERY DENSE	>50

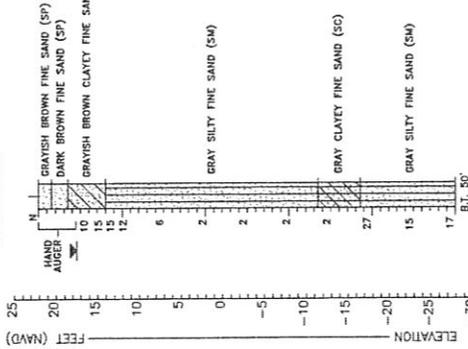
II COHESIVE SOILS

DESCRIPTION	UNCONSOLIDATED SOILS	BLOW COUNT 'N'
VERY SOFT	<1/4	0 TO 2
SOFT	1/4 TO 1/2	3 TO 4
MEDIUM STIFF	1/2 TO 1	5 TO 15
STIFF	1 TO 2	15 TO 30
HARD	2 TO 4	>30

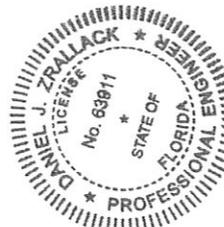
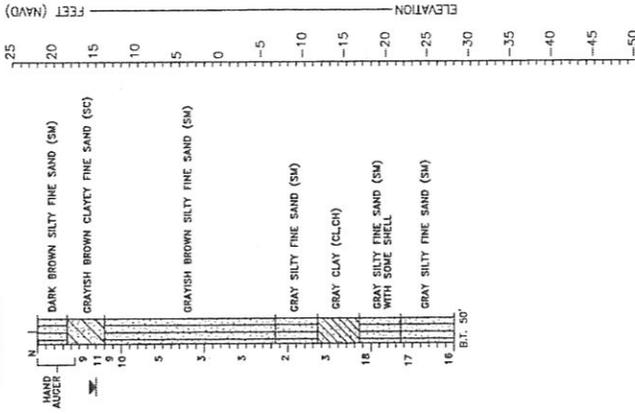
WHILE THE BORINGS ARE REPRESENTATIVE OF SUBSURFACE CONDITIONS AT THEIR RESPECTIVE LOCATIONS AND FOR THEIR RESPECTIVE VERTICAL REACHES, LOCAL VARIATIONS MAY BE ENCOUNTERED. THE BORING LOGS AND RELATED INFORMATION ARE BASED ON THE DRILLER'S LOGS AND VISUAL EXAMINATION OF SELECTED SAMPLES IN THE LABORATORY. THE DESCRIPTION REPRESENTS OUR INTERPRETATION OF SUBSURFACE CONDITIONS AT THE DESIGNATED BORING LOCATIONS ON THE PARTICIPATING DATES. PARTICIPATING SURFACE LEVELS SHOULD BE ANTICIPATED THROUGHOUT THE YEAR.

NOTE: ALL SPT BORINGS WERE PERFORMED USING A SAFETY HAMMER IN THE UPPER 15 FEET AND AN AUTOMATIC HAMMER BELOW 15 FEET TO THE UNIFIED SOIL CLASSIFICATION SYSTEM. ALL REPORTED N-VALUES ARE SAFETY HAMMER OR EQUIVALENT. BY I.2.4. ALL REPORTED N-VALUES ARE SAFETY HAMMER OR EQUIVALENT.

B-1
11/3/15
GSE=+7.63
STA:1053+65
OFFSET:45L



B-2
11/3/15
GSE=+6.41
STA:1052+68
OFFSET:50L



DATE	BY	REVISIONS	DESCRIPTION

K
Ardaman & Associates, Inc.
460 NW Concourse Place, Unit 1
Port St. Lucie, FL 34986
E.O. 14176 - Non-Discrimination Policy No. 63911

CITY OF PORT ST. LUCIE
ROAD NO. ST. LUCIE
COUNTY FINANCIAL PROJECT ID

SOIL BORING PROFILES
PEDESTRIAN BRIDGE REPLACEMENTS
VETERANS MEMORIAL PARKWAY
PORT ST. LUCIE, FLORIDA
FIGURE B-07



LEGEND

- FINE SAND (SP)
- SILTY FINE SAND (SM)
- CLAYEY FINE SAND (SC)
- CLAY (CL, CH)

NOTES:

- 1) BORING STATION AND OFFSET ARE REFERENCED TO BASELINE OF CONSTRUCTION AND WERE ESTIMATED FROM THE TOPOGRAPHIC SURVEY BY CULPEPPER & TERPENING, INC.
- 2) BORING ARE PLOTTED TO APPROXIMATE GROUND SURFACE ELEVATIONS THAT WERE ESTIMATED BASED THE TOPOGRAPHIC SURVEY BY CULPEPPER & TERPENING, INC.

- B-1 STANDARD PENETRATION TEST (SPT) BORING LOCATION
- N DEPTH GROUNDWATER MEASURED ON DATE DRILLED
- GSE GROUND SURFACE ELEVATION (FEET MWD)
- B.T. 50 BORING TERMINATED AT 50 FEET BELOW EXISTING GROUND SURFACE

SP-SP-SM UNITED SOIL CLASSIFICATION SYSTEM
SP-SC-SM

SHELL FRAGMENTS: TRACE 45%
LITTLE 15 TO 25%
SOME 30 TO 45%
MOSTLY 50 TO 100%

ENGINEERING CLASSIFICATION

I COHESIONLESS SOILS

DESCRIPTION	BLOW COUNT "N"
VERY LOOSE	4 TO 10
LOOSE	10 TO 15
MEDIUM DENSE	15 TO 30
VERY DENSE	>30

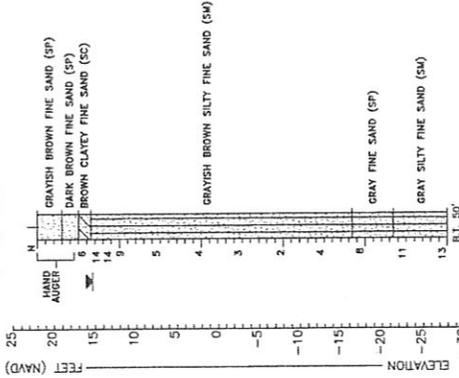
II COHESIVE SOILS

DESCRIPTION	UNCONFINED COMPRESSIVE STRENGTH, Q _u , TSI	BLOW COUNT "N"
SOFT	1/4 TO 1/2	2 TO 4
MEDIUM STIFF	1/2 TO 2	4 TO 10
STIFF	2 TO 4	10 TO 15
VERY STIFF	4 TO 15	15 TO 30
HARD	15 TO 30	>30

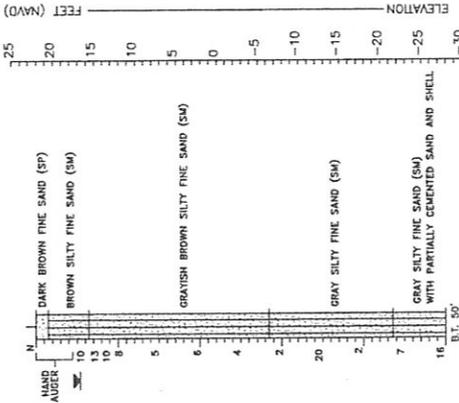
WHILE THE BORINGS ARE REPRESENTATIVE OF SUBSURFACE CONDITIONS AT THEIR RESPECTIVE LOCATIONS AND FOR THEIR RESPECTIVE VERTICAL REACHES, LOCAL VARIATIONS IN SOIL TYPES AND CHARACTERISTICS ARE POSSIBLE. LOCAL VARIATIONS MAY BE ENCOUNTERED. THE BORING LOGS AND RELATED INFORMATION ARE BASED ON THE DRILLER'S LOGS AND VISUAL EXAMINATION OF SELECTED SAMPLES IN THE LABORATORY. THE DESCRIPTION REPRESENTS OUR INTERPRETATION OF SUBSURFACE CONDITIONS AT THE DESIGNATED BORING LOCATIONS ON THE PARTICULAR DATE DRILLED. THE INFORMATION IS NOT TO BE USED FOR DESIGN OR AS A BASIS FOR ANY DESIGN SURFACES ENCOUNTERED ON THE DATES SHOWN. FLUCTUATIONS IN WATER TABLE LEVELS SHOULD BE ANTICIPATED THROUGHOUT THE YEAR.

NOTE: ALL SPT BORINGS WERE PERFORMED USING A SAFETY HAMMER IN THE UPPER 15 FEET AND AN AUTOMATIC HAMMER BELOW 15 FEET TO THE BORING TERMINATION DEPTH. THE AUTOMATIC HAMMER N-VALUES BY BUILDING BY 1.25. ALL REPORTED N-VALUES ARE SAFETY HAMMER OR EQUIVALENT.

B-3
11/4/15
GSE=+8.67
STA:1067+91
OFFSET:95L



B-4
11/4/15
GSE=+7.42
STA:1066+82
OFFSET:65L



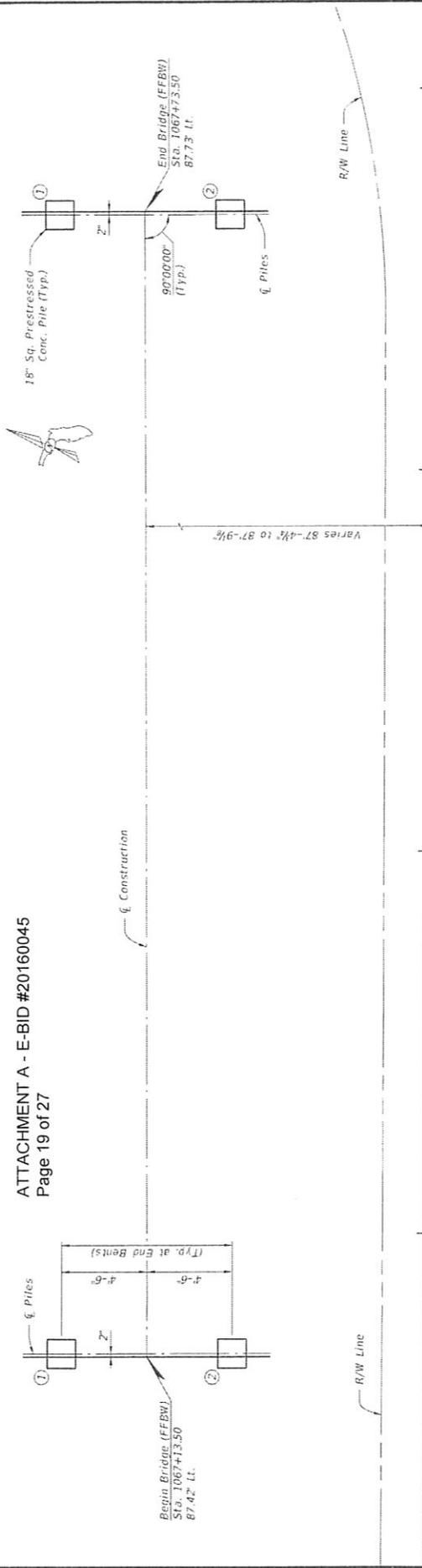
Daniel J. Zralack

DATE	BY	DESCRIPTION	REVISIONS	DATE	BY	DESCRIPTION

CITY OF PORT ST. LUCIE		FINANCIAL PROJECT ID	
COUNTY	ST. LUCIE		

SOIL BORING PROFILES		FIGURE	
PEDESTRIAN BRIDGE REPLACEMENTS		B-08	
VETERANS MEMORIAL PARKWAY			
PORT ST. LUCIE, FLORIDA			

Adarman & Associates, Inc.
460 NW Concourse Place, Unit 1
Port St. Lucie, FL 34956
E.O. 11-268 Probes, P.E. No. 63911



PLAN

N 41°45'48" E
 Factored Design Load + Net Scour Resistance + Down Drag \leq Nominal Bearing Resistance
 TENSION RESISTANCE:
 The ultimate side friction capacity that must be obtained below the 100 year scour elevation to resist pullout of the pile.
 TOTAL SCOUR RESISTANCE:
 An estimate of the ultimate static side friction resistance provided by the scourable soil.
 NET SCOUR RESISTANCE:
 An estimate of the ultimate static side friction resistance provided by the soil from the required performed or jetting elevation to the scour elevation.
 100-YEAR SCOUR ELEVATION:
 Estimated elevation of scour due to the 100 year storm event.

BENT NUMBER	PILE CUT-OFF ELEVATIONS	
	PILE 1	PILE 2
1	6.6	5.6
2	6.4	6.4

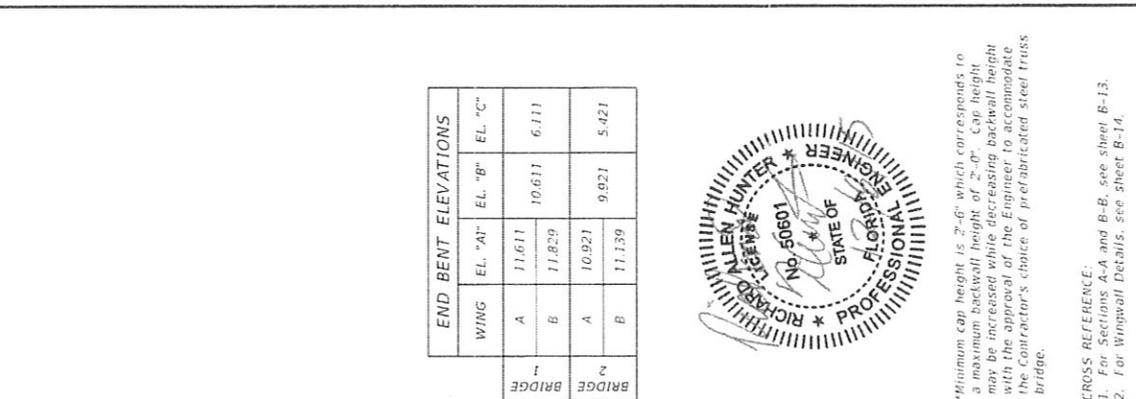


PILE DATA TABLE		PILE INSTALLATION NOTES:	
PIER or BENT NUMBER	PILE SIZE (in.)	DESIGN CRITERIA	
		NOMINAL BEARING RESISTANCE (tons)	NOMINAL UPLIFT RESISTANCE (tons)
1	18"	64	N/A
2	18"	64	N/A

1. All piles shall be 18" Sq. Prestressed Concrete Piles and shall be driven plumb. For pile notes and details, see FDOT Design Standard Index Nos. 20600, 20601, 20602 and 20618.
 2. Contractor to verify the location of all utilities prior to driving any piles, notify all involved utility companies prior to excavation, pile driving or construction and shall assure that utilities are properly maintained and protected against damage during construction.
 3. Piles must be driven to the required ultimate resistance or refusal, whichever occurs first.
 4. All piles shall receive dynamic load testing (PDA/CAPWAP tested) during driving.
 5. Minimum tip elevations are required for lateral stability and shall be in accordance with Specification 455.
 6. Do not jet or perform the pile locations without approval of the Engineer.

PILE DATA TABLE		DESIGN CRITERIA	
PIER or BENT NUMBER	PILE SIZE (in.)	DESIGN CRITERIA	
		TOTAL SCOUR RESISTANCE (tons)	NET SCOUR RESISTANCE (tons)
1	18"	N/A	N/A
2	18"	N/A	N/A

DATE	DESCRIPTION	REVISIONS	DATE	BY	
DRAWN BY: AMERICAN CONSULTING ENGINEERS OF FLORIDA, LLC 2818 Cypress Ridge Blvd., Suite 200 Orlando, FL 32819 Phone: (813) 435-2600 Fax: (813) 435-2601 Certificate of Authorization No. 0302 Richard A. Hunter, P.E. No. 50601		CHECKED BY: [Signature] DATE: 07/01/15	CITY: ORL COUNTY: SEMINOLE ST.: FLORIDA PROJECT NO.: 20150097	PROJECT NAME: WEST SIDE OF SE VETERANS MEMORIAL PARKWAY PEDESTRIAN BRIDGES FOUNDATION LAYOUT (BRIDGE 2)	SHEET NO.: B-10 TOTAL SHEETS: 12

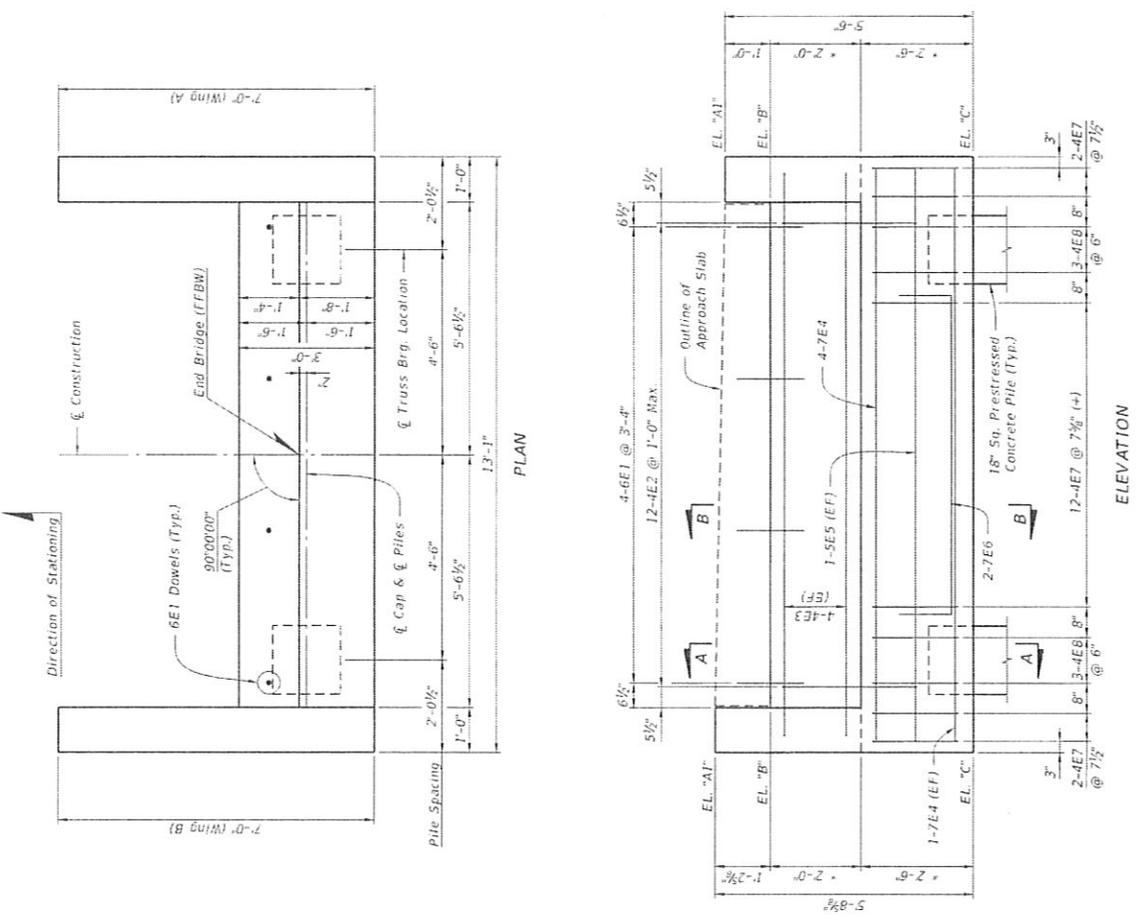


END BENT ELEVATIONS			
WING	EL. "A"	EL. "B"	EL. "C"
BRIDGE 1	A 11.611	10.611	6.111
BRIDGE 2	B 11.829	10.921	5.421



*Minimum cap height is 3'-6" which corresponds to a maximum backfill height of 2'-0" cap height. Height may be increased while decreasing backfill height with the approval of the Engineer to accommodate the Contractor's choice of prefabricated steel truss bridge.

- GROSS REFERENCE:
1. For Sections A-A and B-B, see sheet B-13.
 2. For Wingwall Details, see sheet B-14.



ELEVATION

ATTACHMENT A - E-BID #20160045
Page 21 of 27

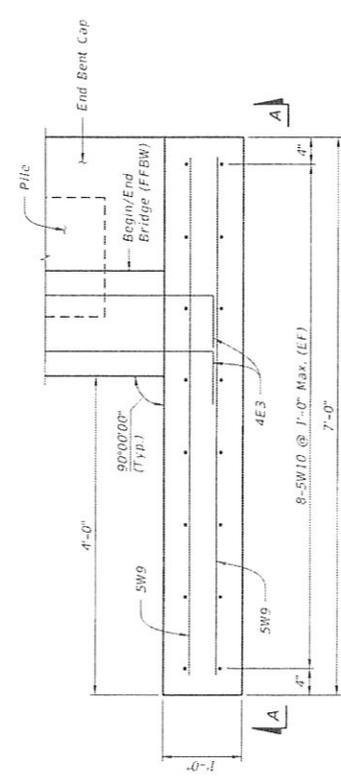
DATE	BY	REVISIONS	DESCRIPTION	DATE	BY

DESIGNED BY	AMERICAN CONSULTING ENGINEERS OF FLORIDA, LLC	CITY OF PORT ST. LUCIE
DRAWN BY	3818 Cypress Ridge Blvd., Suite 200, Port St. Lucie, FL 34953	CONTRACT NO.
CHECKED BY	Phone: (813) 435-2600 Fax: (813) 435-2601	COUNTY
APPROVED BY	Certificate of Authorization No. 0302	ST. LUCIE
	Richard A. Hunter, P.E. No. 50601	PROJECT NAME
		WEST SIDE OF SE VETERANS MEMORIAL PARKWAY
		PEDESTRIAN BRIDGES
		PROJECT NO.
		20150097
		DATE
		12/02/2015
		12:29:06 PM
		PROJECT: S:\3583\KNC02\3583\Drawings\022015
		USER: S:\3583\KNC02\3583\Drawings\022015
		12/02/2015 12:29:06 PM

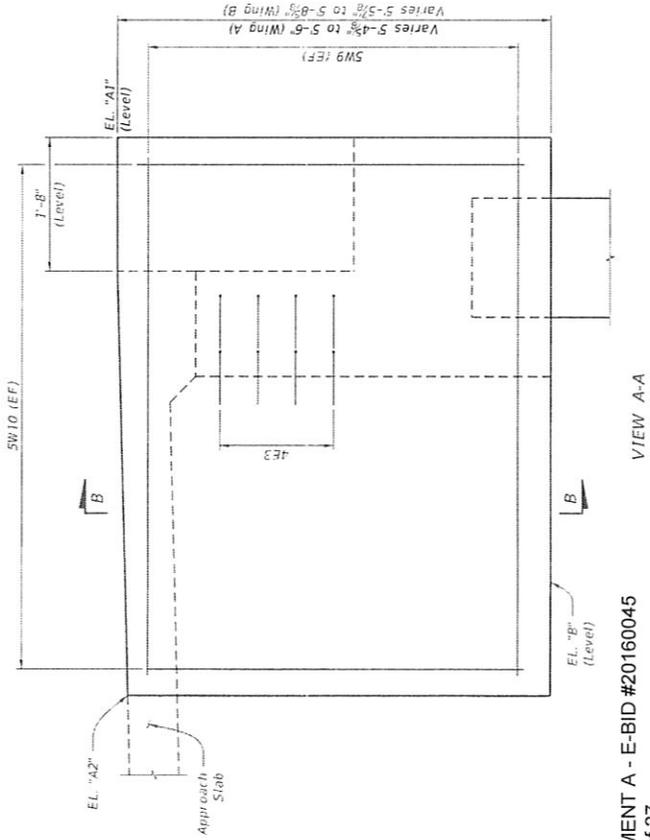
WINGWALL ELEVATIONS (BRIDGE 1)				
WING	EL. "A1"	EL. "A2"	EL. "B"	
A	12.110	12.035	6.610	
B	12.328	12.163	6.610	
EB 1	A	11.611	11.536	6.111
EB 2	B	11.829	11.664	6.111

WINGWALL ELEVATIONS (BRIDGE 2)				
WING	EL. "A1"	EL. "A2"	EL. "B"	
A	11.061	10.954	5.561	
B	11.279	11.055	5.561	
EB 1	A	10.921	10.814	5.421
EB 2	B	11.139	10.915	5.421

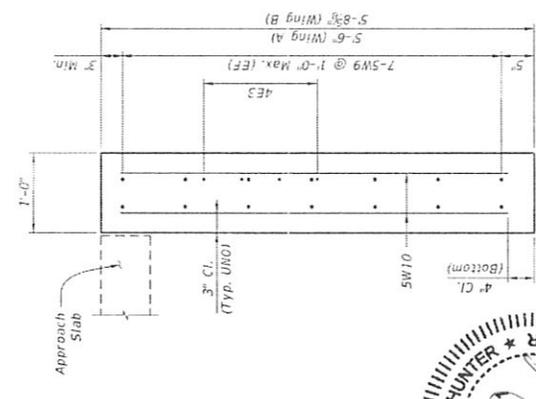
CROSS REFERENCE:
For location of wingwalls, see sheets B-11 and B-12.



WINGWALL PLAN
(Wing A (EB 1) shown, Wing B (EB 1) opposite hand)
(End Bent 2 similar)



VIEW A-A

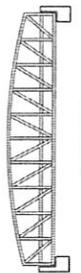


SECTION B-B

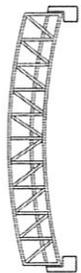


DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

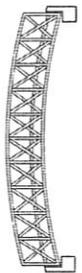
DRAWN BY: CHECKED BY: DATE:	CITY OF PORT ST. LUCIE COUNTY:	SHEET NO. B-14
PROJECT NO. 20150197	PROJECT NAME WEST SIDE OF SE VETERANS MEMORIAL PARKWAY PEDESTRIAN BRIDGES	PER DATE NO.



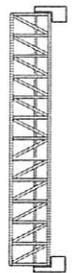
TRUSS 1



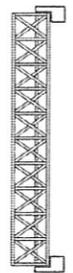
TRUSS 2



TRUSS 3



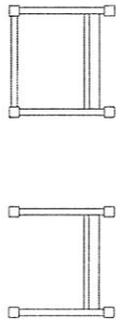
TRUSS 4



TRUSS 5

TRUSS CONFIGURATIONS

ALLOWABLE TRUSS CONFIGURATIONS					
Permitted (Y/N)	TRUSS 1	TRUSS 2	TRUSS 3	TRUSS 4	TRUSS 5
Y	N	N	N	N	N



SECTION 1
(Through Truss)



SECTION 2
(Box Truss)

BRIDGE CROSS SECTIONS

Permitted (Y/N)	*ALLOWABLE BRIDGE CROSS SECTIONS	
	SECTION 1	SECTION 2
Y	Y	N

*Through truss bridges are acceptable only for spans less than or equal to 150'-0". For spans over 150'-0" box truss bridges are required.



SHAPE 1
(Structural Tube)



SHAPE 2
(Structural Pipe)

TRUSS MEMBER SHAPES

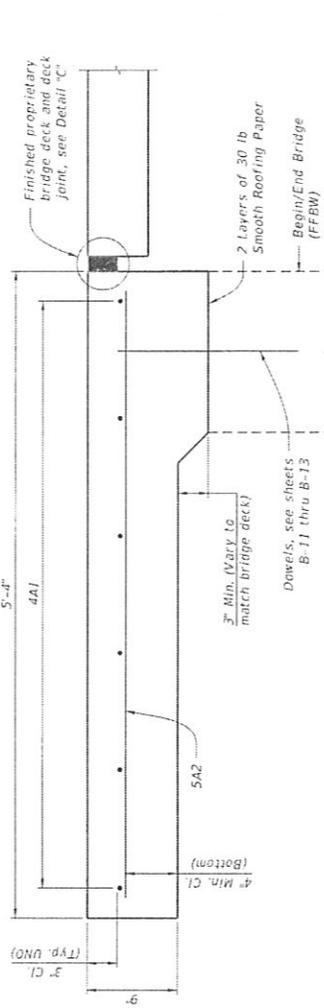
Permitted (Y/N)	ALLOWABLE TRUSS MEMBER SHAPES	
	SHAPE 1	SHAPE 2
Y	Y	Y

NOTE: All allowable superstructure options are indicated by a "Y" in the tables on this sheet. For multi-span bridges use the same truss bridge options and depth of truss for each span

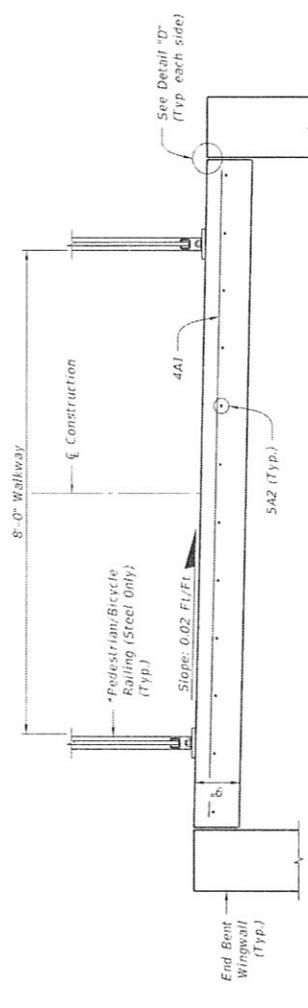


AMERICAN CONSULTING ENGINEERS
2818 Cypress Ridge Blvd, Suite 200
Wesley Chapel, Florida 33544
Phone: (813) 435-2600 Fax: (813) 435-2601
Richard A. Hunter, P.E. No. 50601

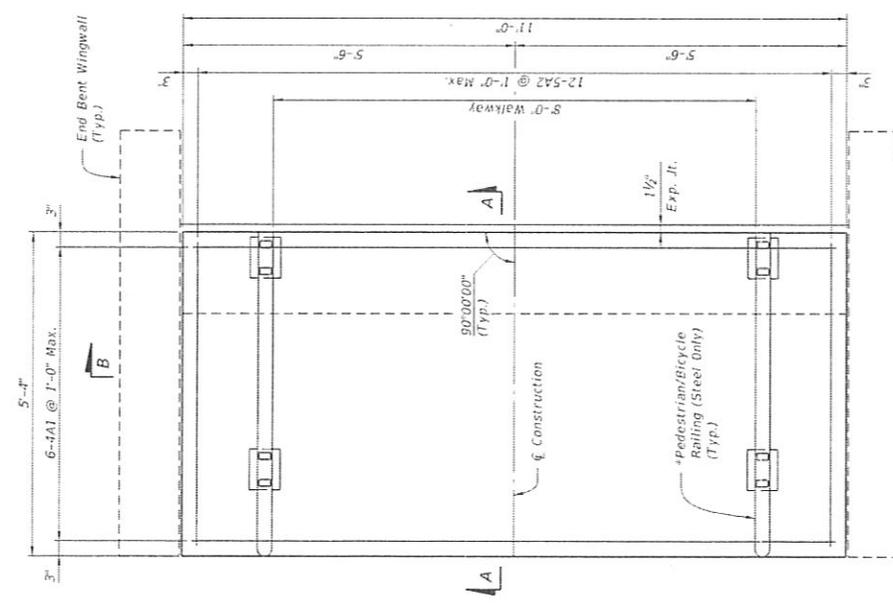
DATE	BY	DESCRIPTION	PREVIOUS EDITIONS	DATE	BY	DESCRIPTION
PROJECT NAME				CITY OF PORT ST. LUCIE		
PROJECT NO.				CONTRACT NO.		
DRAWING NO.				COUNTY		
SHEET TITLE				ST		
SUPERSTRUCTURE OPTIONS				LUCIE		
WEST SIDE OF SE VETERANS MEMORIAL PARKWAY				20150097		
PEDESTRIAN BRIDGES				N/A		
DATE PLOTTED				DRAWN BY		
12/16/2015				GSR		
PROJECT NUMBER				PROJECT NAME		
17-0007-00				WEST SIDE OF SE VETERANS MEMORIAL PARKWAY		
SHEET NO.				SHEET TOTAL		
6				6		



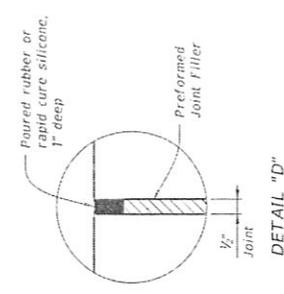
SECTION A-A



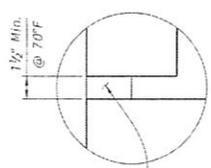
SECTION B-B



PLAN



DETAIL "D"



DETAIL "C"



ATTACHMENT A - E-BID #20160045
Page 25 of 27

*Railing similar to FDOT Design Standard Index No. 851.

- NOTES:
1. At begin/end bridge, provide expansion joint to accommodate bridge movement from temperature variations. expansion joint to be shielded to prevent tripping hazard.
 2. A minimum of 1'-0" of the subgrade shall be compacted to 100% density in accordance with section 120

DATE	BY	REVISION	DATE	BY

DESIGNED BY:	AP	CHECKED BY:	AP
DATE:	02/01/15	DATE:	02/01/15
PROJECT NO.:	20150097	PROJECT NAME:	WEST SIDE OF SE VETERANS MEMORIAL PARKWAY PEDESTRIAN BRIDGES
CITY:	ST. LUCIE	COUNTY:	ST. LUCIE
STATE:	FL	FED. AID DISTRICT:	
CONTRACT NO.:		CONTRACT DATE:	
CONTRACT DESCRIPTION:	APPROACH SLABS		
CONTRACT VALUE:			
CONTRACT DATE:			
CONTRACT NO.:	8-15		

MARK SIZE	DES	LENGTH FT	NO BARS	TYP	STY	B		C		D		E		F		H		J		K		N			
						FT	IN	FR	FT	IN															
<p style="text-align: center;">NO. REQUIRED = 2</p>																									
<p style="text-align: center;">NO. REQUIRED = 2</p>																									
<p style="text-align: center;">END OF LIST</p>																									



CROSS REFERENCE:
For Standard Bar Bending Details, see
Design Standard Index No. 21-300.

ATTACHMENT A - E-BID #20160045
Page 27 of 27

DATE	BY	REVISIONS	DESCRIPTION

OWNER:	CITY OF PORT ST. LUCIE	PROJECT:	REINFORCING BAR LIST (BRIDGE 2)
DESIGNED BY:		CONTRACT NO.:	
CHECKED BY:		DATE:	
APPROVED BY:		PROJECT NAME:	WEST SIDE OF SE VETERANS MEMORIAL PARKWAY
			PEDESTRIAN BRIDGES

DATE: 12/02/2015 12:47:20 PM FILE: S:\shop

ADDENDUM # 1
E-BID # 20160045
Addendum Date: 2/2/2016

Bid Name: Demo & Replace Two (2) Pedestrian Bridges at Veterans Memorial Parkway

Questions:

- 1.) Q: Are there Technical Specifications available for this project?
A: FDOT Standard Specifications (2016 Edition) will be followed except for specifications that are in conflict with the City's specifications. There are also plan notes that should be followed.

- 2.) Q: Who is responsible for all testing such as PDA, concrete, density, and vibration monitoring?
A: Since this is City project with no FDOT oversight, PDA testing or vibration monitoring will not be required. However, the Contractor will be responsible for density testing and concrete testing as outlined in the FDOT Standard Specifications. The Contractor will not be required to submit a density log book. The City reserves the right to perform Verification Testing (VT) on any material that has received Quality Control (QC) testing by the Contractor. If it is determined that vibration monitoring is required, the City will contract separately for these services.

- 3.) Q: Is this an FDOT project that requires the Contractor to provide quality control?
A: This is not a FDOT project, therefore a FDOT QC plan is not required. However, a pile driving installation plan will be required.

- 4.) Q: Will submittals be required to be submitted to FDOT? Will there be FDOT oversight on this project?
A: No submittals are required to FDOT. There will not be FDOT oversight on this project.

- 5.) Q: Can the entrance to the parks be closed for lay down areas?
A: The parks cannot be closed and must remain open at all times. The only exception would be a temporary closure when setting the bridge(s).

Clarifications:

Weather Days are defined as follows: The City will grant time extensions, on a day to day basis, for delays caused by the effects of rain or other inclement weather conditions, related adverse soils or suspensions of operations that prevent the Contractor from working. No work requiring inspections / testing may be performed on days granted as weather days. If a Contractor claims a weather day, no work shall be performed.

Conflicts: If there is a conflict between FDOT Specifications and the City's specifications, the City specifications will supersede.

NOTE: The bid opening date has not been changed.

Instructions to Bidder:

Each bidder must acknowledge receipt of any addenda on the Bid Reply Sheet in order to have his/her bid or proposal/bid to be accepted.

ADDENDUM # 2
E-BID # 20160045
Addendum Date: 2/17/2016

Bid Name: Demo & Replace Two (2) Pedestrian Bridges at Veterans Memorial Parkway

Questions:

1.) Q: Schedule A Item No. 522-1 “concrete sidewalks & driveways 4 inches thick”; please provide the detail cross sectional drawings.

A: Please refer to Plan Sheet 4 – General Notes that depict the detail of the sidewalk cross section and Plan Sheet 6 – Plan & Profile for sidewalk limits.

2.) Q: Please clarify; do the existing pedestrian bridges have wooden timber piles underneath?

A: Existing plans are not available. However, the existing pedestrian bridges are believed to be founded on spread footers, but the structure is unknown.

3.) Q: Schedule A Pay Item No. 285-709 and 339-1; please clarify and provide the detail drawings of where this work will be executed.

A: Pay Item No. 285-709 and 339-1 are associated with the temporary pedestrian path during MOT as detailed on Plan Sheet No. 8 – Temporary Traffic Control and called out as Temporary 7’ Path and cross-hatched.

4.) Q: Please provide the location on the plans for the Contractor’s staging area.

A: The Contractor will be responsible for locating the staging area. The parks nor their entrances can be closed for staging.

NOTE: The bid opening date has not been changed.

Instructions to Bidder:

Each bidder must acknowledge receipt of any addenda on the Bid Reply Sheet in order to have his/her bid or proposal/bid to be accepted.

ADDENDUM # 3
E-BID # 20160045
Addendum Date: 2/22/2016

Bid Name: Demo & Replace Two (2) Pedestrian Bridges at Veterans Memorial Parkway

Questions:

1.) Q: Refer to existing conditions for both pedestrian bridges, there are some existing trees near the bridges which need to be removed before starting demolition activity. Is the Contractor allowed to remove and dispose of the trees and are there any permits required to be obtained before removal?

A: Removal of any vegetation will be coordinated with the City's Environmental Division. It is not anticipated that any permits will be required.

2.) Q: Refer to the existing conditions, is the Contractor allowed to set up a temporary staging area at the south west corner of the park near bridge 1?

A: It appears there is adequate space for staging south of the lake near bridge #1. Any staging area will be delineated and surrounded by silt fence.

Clarifications:

Bridge fabricators/manufacturers do not have to be prequalified for this project. The pedestrian bridges must meet all AASHTO and FDOT Design criteria. Bridge fabricators/manufacturers are encouraged to submit their bids to Contractors on this project.

NOTE: The bid opening date has not been changed.

Instructions to Bidder:

Each bidder must acknowledge receipt of any addenda on the Bid Reply Sheet in order to have his/her bid or proposal/bid to be accepted.

BID OPENING ATTENDANCE
 SEALED BID-20160004-RH
 DEMOLISH & REPLACE TWO (2) PEDESTRIAN BRIDGES AT VETERANS MEMORIAL PARKWAY
 March 1, 2016 @ 3:00 p.m.

	Name (Please <u>PRINT</u> legibly)	Agency	E-Mail Address	Telephone # & FAX #
1.	Sherrri Hawes	City - PMD	shawes@cityofpsl.com	T 772-871-5221 F 772-871-7337
2.	BEN BAUMIER BROTHERS CONST., INC.	BROTHERS CONSTRUCTION, INC.	ben@brothersconstructionfl.com 772-263-2805 call-	T 772-692-9477 F None
3.	Heath Stocton	Public Works	HStocton@cityofpsl.com	T 772-344-4239 F
4.				T
5.				F
6.				T
7.				F



CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 13D
Meeting Date: 3-28-16

TO: Mayor and City Council
FROM: Jeff Bremer, City Manager *JB*
Agenda Item: Discussion: Update on the 10400 Building
Submittal Date: 3/24/2016

STRATEGIC PLAN LINK: This item relates to our Strategic Plan with regards to our mission, principle 1, exceptional municipal services.

BACKGROUND: The discussion of this item was added on behalf of Councilman Bowen, to have an update provided to the City Council on the status of the 10400 building, delays & extension requests regarding closing.

ANALYSIS: N/A

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: N/A

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 3/28/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: Item 13 j from the 2/23/15 City Council meeting
Photos from Prineville area houses



CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

ADDENDUM ITEM 13J
Agenda Item #: _____
Meeting Date: 2/23/15

TO: Mayor and City Council

RECEIVED

THRU: Jeff Bremer, City Manager *JB*
Patricia Roebling, PE, Assistant City Manager – City Engineer *PR*

FEB 20 2015

FROM: Jesus Merejo, Utility Systems Director *JM*
James Angstadt, Public Works Director *JEA*

CITY MANAGER'S OFFICE

Agenda Item: Motion: Seeking Council approval for staff to negotiate a contract for the purchase of 10400 South U.S. #1, Port St. Lucie for use as a field operations facility for the Utility Systems Dept. and the Public Works Dept.

Submittal Date: 2/20/2015

STRATEGIC PLAN LINK: Port St. Lucie Mission Principal A, Exceptional Municipal Services, Item #1.

BACKGROUND: Utility Systems Dept. The City's Prineville Water Treatment Plant compound (lime plant and reverse osmosis plant) is an industrial facility immediately surrounded by a single family residential neighborhood. Since 2003, the City has diligently worked to acquire developed and vacant residential properties immediately adjacent to the Prineville compound in order to buffer the community from the Utility Systems Department's around-the-clock activities. To date, 48 of the subject 56 residential properties have been acquired. Due to the unavoidable loss of the ability to use six on-site buildings (combined square footage of +/- 20,000 square feet), resulting from aging deterioration and unsafe conditions, hurricane damage, and a total loss fire, there was no space within the compound to accommodate field operations activities. Consequently, eleven of the homes acquired for buffering have had to be pressed into use by our field operations work units for storage and/or staff headquarters for 93 employees. Most of the homes were constructed in the 1980's and early 1990's, are showing signs of structural deterioration, and are not hurricane rated, thus their ability to withstand significant future storm events is questionable. In addition, work units assigned to the homes have insufficient space, locker areas (essential to the wastewater crews who are subject to potential wastewater exposure and must subsequently change

uniforms) are not able to be partitioned off for privacy), and adequate electrical equipment and instrumentation labs are lacking. The construction and/or acquisition of replacement field operations facilities is essential and necessary for the Utility to maintain an acceptable level of service for its growing water distribution and wastewater collection systems and other operations functions. Lastly, the eleven homes are subject to mandated Americans with Disabilities Act (ADA) improvements in accordance with the City's ADA settlement agreement with the Federal Dept. of Justice; however, the required improvements that are estimated to total \$725,000.00 have not been accomplished because it has been the Utility's longstanding intention to vacate the homes once replacement facilities became available. Vacating the homes will help the Utility Systems Dept. achieve its "neighborhood friendliness" goal with surrounding single family residential properties. **Public Works Dept.** The Traffic Division of the Public Works Dept. has operated out of a single family residential property on Dwyer St. since 2004. The building was constructed in 1977 and its frame construction is not hurricane rated. It currently houses 15 staff members. It is also mandated by the DOJ settlement agreement to come into ADA compliance at an estimated cost of \$75,000.00. However, such improvements would not resolve the lack of workable space and storage concerns. In addition to the Traffic Division's needs, the department's Thornhill compound is antiquated, and is lacking appropriate space for current staff let alone any room for expansion that will be needed to provide essential services as the City grows. Space for equipment and materials storage is also limited and there is no room for expansion.

ANALYSIS: The Utility budgeted monies in the 2014-15 FY budget for construction of a 25,000 sq. ft. facility near the center of the Prineville compound. Before proceeding with that project, a market analysis was conducted to explore other options (see attached justification summary). Considerations were also given to possible uses for other City functions.

FINANCIAL INFORMATION: Funding is available in the Utility's Operating Fund #431. Additional funding is available from the Public Works Department's unaudited surplus savings in the Road and Bridge funds from the 2013-2014 budget.

LEGAL INFORMATION: n/a

STAFF RECOMMENDATION: The 10400 south U.S. #1 property is being competitively marketed; however, the estimated purchase price is within available funding. Therefore, it is respectfully recommended that this matter be forwarded for the City Council's consideration. Because the property is being competitively marketed, time is of the essence. Staff is seeking the City Councils authorization to commence negotiations for purchase of the property.

SPECIAL CONSIDERATION: This property is being competitively marketed, thus time is of the essence for the City to begin earnest negotiations that would lead to a purchase agreement being presented for Council approval.

PRESENTATION INFORMATION: PowerPoint (45 minutes for presentation and discussion)

REQUESTED MEETING DATE: 2/23/2015

LOCATION OF PROJECT: 10400 South U.S. #1, Port St. Lucie, FL

ATTACHMENTS: 1. Location Map; 2. Justification Summary – Utility Systems Dept.; 3. Justification Summary – Public Works Dept.; 4. PowerPoint handout



10400 South U.S. #1

16.47 acres

122,451 sq. ft. Finished



10400 South U.S. #1

Map Prepared by
PSLUSD Feb. 20 2014



CITY OF PORT ST. LUCIE
UTILITY SYSTEMS DEPARTMENT
900 SE Ogden Lane
Port St. Lucie, FL 34983
(772) 873-6400 – TDD Accessible
(772) 873-6405 – FAX

Jesus A. Merejo, Director

Field Operations Facility – Justification Summary

February 20, 2014

In concert with the City's mission statement noted in the Strategic Plan that was adopted January 27, 2014, the 207 employees of the Utility Systems Dept. (Utility) strive each day to provide exceptional service to our more than 67,000 customers. In addition, the department also makes every attempt possible to be responsive to the needs of customers in the most financially responsible manner possible.

The Utility experienced unprecedented growth from 2000 to 2005 when the number of water customers grew by 28,192 to a total of 53,188 and the wastewater customer base grew by 21,140 to a total of 34,754. During that period of time, the Utility saw a related increase in revenues from new connection fees and subsequent monthly customer charges. At the same time, the number of employees needed to maintain the rapidly growing system grew as did the Utility's fleet of vehicles, heavy equipment, tools, and materials. Consequently, the Utility's field operations facilities grew increasingly inadequate.

The growing need for improved field operations facilities prompted the utility to explore options within our primary operations and administration site, the Prineville water treatment compound. However due to the unavoidable loss of the ability to use six on-site buildings (combined square footage of +/- 20,000 square feet), due to deterioration and unsafe conditions, hurricane damage, and a total loss fire, there was no space within the compound. Thus in 2003, the City Council authorized the phased acquisition of 56 single family residential properties immediately surrounding the compound. The phased acquisition of the 56 properties has increased the industrial site's buffering from nearby homes and it has provided a certain amount of space for expanded facilities.

To date, 48 of the subject residential properties (both developed and vacant) have been acquired. Eleven of the homes are being used by our field operations work units for storage and/or staff headquarters for 93 employees. I am compelled to note that these homes are all subject to mandated Americans with Disabilities Act (ADA) improvements in accordance with the City's ADA settlement agreement with the Federal Dept. of Justice; however, the required improvements that are estimated at \$725,000.00 have not been accomplished. In addition, most of the homes were constructed in the 1980's and early 1990's and are showing signs of structural deterioration. Their ability to withstand significant future storm events is questionable.

Funds (\$12 million) to construct a new field operations facility were borrowed with the Utility's 2005 Revenue Bond. However, the local and national economy downturned the following year and it showed no immediate positive movement. The projected number of new connections did not materialize which negatively affected the projected revenue stream. A fiscally responsible decision was made to postpone construction of a new operations facility and the \$12 million was used to pay down then existing debt.

Even though the downturn in the local economy and related period of slowed new home construction lingered, the Utility has continued to grow. The water customer count has grown by another 14,062 since 2005 and an additional 13,350 wastewater customers have been connected during the same timeframe. It is important to

note that 9,403 of those new wastewater customers have been connected to the Utility's labor and maintenance intensive low pressure sewer system.

Our wastewater system currently includes more than 28,000 low pressure residential grinder and similar, but much older General Development Corporation (GDC) era STEP systems. For the most part, the grinders are located in what is now considered the center of the City and the STEO systems are east of US #1. Coming wastewater connection "hot spots" will be in those areas where an estimated 18,000 residential septic systems are still in use. A map is attached to this memo better demonstrate those areas. Likewise, available data indicates at least 5,000 homes still utilize private wells as their primary water source. Those wells represent eventual future water system connections.

In addition to new connections, Utility field crews must maintain the existing system on a daily basis. That system includes, but is not limited to:

Water System

1,188 miles of Water Main
5,380 Fire Hydrants
12,362 Valves
+ 67,000 Meters

Wastewater System

1,060 miles of Sewer Main
5,036 Man Holes
308 Neighborhood Lift Stations
212 Commercial Grinder Systems

We have reached the point that lack of adequate field operations facilities is negatively affecting the Utility's efficiency so we budgeted \$4.2 million in the 2014-15 Fiscal Year budget for the proposed construction of a 25,000 square foot facility in the center of the Prineville compound. Before recommending awarding a contract to construct that building, we took time to evaluate options noted below:

1. Could construction continue to be delayed?

Yes it could, but it would be to the continued detriment to the surrounding Prineville neighborhood and the Utility's efficiency. In addition, further delays would likely come with increased costs.

2. Are there any other Utility or City-owned sites available that could accommodate the Utility's needs.

No other site exists that would improve the Utility's efficiency. Regardless of the location, a building would still have to be constructed.

3. Is there a site not owned by the City that would meet the following search parameters?

50,000 sq. ft.

- a. For headquarters and workshops
- b. To allow for a certain amount of warehousing of materials and parts that are maintained at Prineville
- c. Room to grow

10 acres for adequate storage

- a. Vehicles, heavy equipment, generator, fleet,
- b. Essential materials: pipe, grinder/STEP tanks, etc.

Location

- a. Not in a single family residential neighborhood
- b. Within the City's Utility Service Area and the City's corporate limits

One site, 10400 South US # 1, meets and/ or exceeds the search parameters. Built by Walmart in 1992, the 122,451 sq. ft. building is vacant and sits on 16.47 acres. The nearest neighboring properties are commercial retail, institutional, a travel trailer park, and a mobile home park, but no single family residential homes. The building has most recently been used as a call center and much of it is furnished including:

- a. A fully furnished nearly move in ready medical clinic on the west end with easy US #1 ingress/egress.
- b. 1,100 call center work station within four large distinct areas that could be easily reconfigured
- c. Multiple furnished training rooms
- d. Multiple areas for employee locker rooms and equipment /instrumentation labs
- e. Two sets of loading bays that would be very helpful for loading/unloading large pumps, generators, etc.
- f. Multiple furnished conference and meeting rooms
- g. The site is wired for fob security
- h. Two emergency power generators
- i. A full kitchen, prep kitchen, and multiple furnished dining rooms
- j. Multiple furnished office suites and reception areas

In addition, to allowing the Utility to move field operations and related heavy truck traffic out of the Prineville residential neighborhood, it would accommodate multiple office space, training facility, workshop, and warehousing needs of both the Utility and PW. The space would offer opportunities to meet certain needs of other departments; i.e., eastern Utility Customer Service office, centralized City records storage, eastern police substation, and public meeting rooms.

The existing clinic would offer an opportunity to contract with other government clinics or private entities (potential revenue source). It might also serve as a 2nd City employee clinic.

Other positives include the fact that the building has a wind load rating of 160 mph or a Category 5 hurricane event. Also, the presence of a large increased employment presence would be good for businesses on the east side of the City. It is believed the area restaurants, gas stations, and retail businesses would all benefit.

The location has excellent access to good travel routes to/from various portions of the Utility's service area; i.e., Port St. Lucie Blvd. heading west; US #1 north to Lyngate Dr., Veteran's Pkwy., or Prima Vista Blvd.; and completion of the Crosstown bridge crossing will make travel to even the westernmost parts of the service area easy.

Summary: The Utility will still need to be a good neighbor to the Prineville neighborhood because the two on-site water treatment plants will continue to operate. The Utility and PW are the largest on the Treasure Coast, but neither department has industry standard workshops, equipment labs, or staffing headquarters for their field operations work units. If the subject site is not acquired, the Utility must build the originally proposed \$4.2 million building, or if it isn't constructed, the department must make costly ADA and other structural improvements estimated at \$725,000.00.

Lastly, acquisition of this subject site would be an example of good planning and acting in a financially responsible manner that the City is known for.

The estimated purchase price is within available funding. Therefore, it is respectfully recommended that this matter be forwarded for the City Council's consideration. Because the property is being competitively marketed, time is of the essence.



"A City for All Ages"

CITY OF PORT ST. LUCIE

Public Works Department

Accredited Agency – American Public Works Association

Field Operations Facility – Justification Summary

February 20, 2014

BACKGROUND

The Traffic Division of the Public Works Department is responsible for the day-to-day operation and maintenance of the city's traffic related infrastructure. This includes ninety-five (95) traffic signals, over 4,000 street and pedestrian lights, over 30,000 traffic related signs, pavement markings on 890 miles of roadway and over 100 miles of fiber optic communications system. To accomplish this work effort, the Traffic Division operates out of four buildings in two locations. The compound located on Dwyer Street houses the operations center, a warehouse building and the City's sign shop. The facility on Biltmore Street houses the street light repair shop and serves as material storage which includes ninety-six (96) portable generators for providing electricity to signals during times of emergency.

The Traffic Division's operation center is a 1,650 square foot residential building, constructed in 1977 and it currently houses fifteen (15) staff members. The building also houses the Department's traffic monitoring equipment as well as the servers for the City's fiber optic network. It is frame construction and is not hurricane rated. The exterior of the building is in a deteriorated condition and major improvements will be required in order to enable staff to realize continued use of the facility. In addition, the City has been mandated by the Department of Justice to bring all facilities into compliance with the Americans with Disabilities Act (ADA). To achieve this mandate, it is estimated that the ADA improvements would cost over \$75,000, but would not improve the external condition of the building, nor would it provide sufficient protection for the technical equipment.

In addition to the need for adequate office and operating space, the Public Works Department has a definite need for a safe, secure facility to house the various electronic equipment utilized to monitor and operate the City's transportation and traffic infrastructure. Staff is in the early stages of planning for the replacement of the existing operations center and would require a hurricane rated building, approximately 6,000 square feet in size. The approximate cost of this facility would be over \$1,200,000.

In addition to the Traffic Division's needs, the department's Thornhill compound lacks appropriate space for current staffing levels let alone room for expansion that will be needed to provide essential services as the City grows. Space for equipment and materials storage is also limited and there is no room for expansion.

The proposed acquisition of the property at 10400 US#1 would provide much needed safe and secure space for office and operations and could provide storage space for assorted equipment such as emergency generators.

FINANCIAL INFORMATION:

\$1,000,000 is available from the unaudited surplus savings in the Road and Bridge funds from the 2013-2014 budget.

Today's Agenda

New Field Operations Facilities for the
Utility Systems Dept. and Public Works Dept.

- City's Mission
 - Parallel Missions of Utility Systems and Public Works
- Growing Number of Customers
- Previous Solutions for Expanded Field Ops Facilities
- A Growing System
 - Projected Growth Areas
- Tour of Current Facilities
- Potential Solutions
- Recommendation

The Port St. Lucie City Government Mission

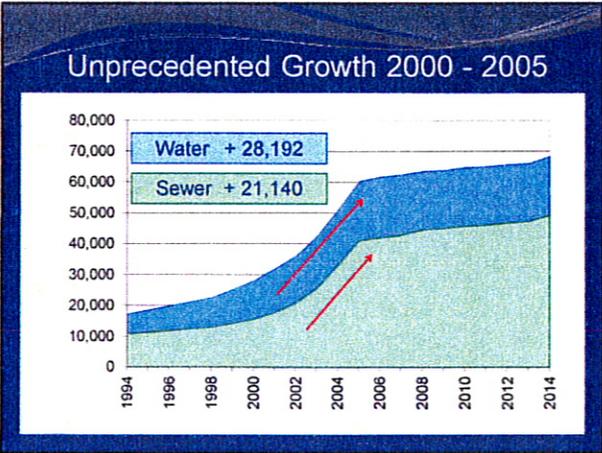
is to provide Exceptional Municipal Services
that are Responsive to the Community
and to Plan for Smart and Balanced Growth
while acting in a Financially Responsible Manner.

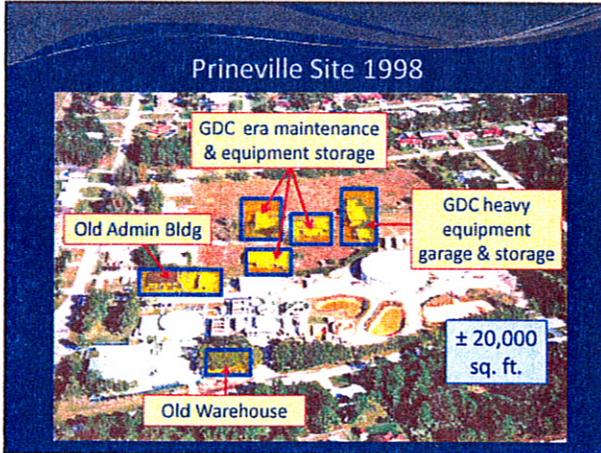
Port St. Lucie Strategic Plan: adopted January 27, 2014

Utility Systems Department Strives
to provide Exceptional Services to our Customers
that are Responsive to Customer Needs
and to Plan for Smart and Balanced Growth
while acting in a Financially Responsible Manner.

Customer Growth – Early 2000's

Impact of that Growth on the Utility's
Field Operations Facilities





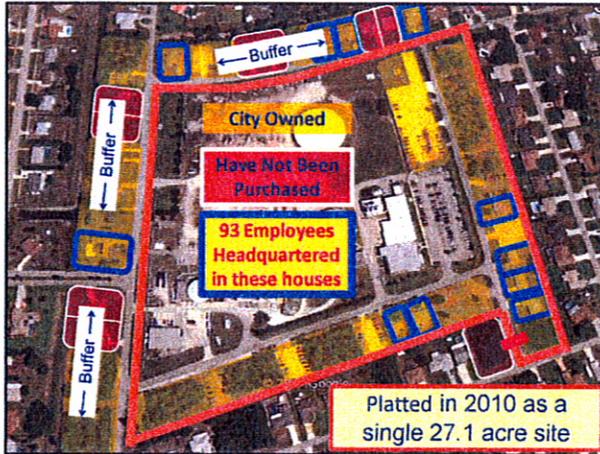
Need to Replace Facilities
Temporary Solution Sought in Neighborhood

Prineville Compound

- Industrial facility immediately surrounded by a single family residential neighborhood
- Buffering required



56 Properties identified for phased priority acquisition
Priority 1 = Ogden and Gulfport properties
Priority 2 = Vacant lots on Prineville & Greenway
Priority 3 = Homes on Prineville & Greenway



Multiple Impacts of Boom Time's Rapid Growth

- Increased Revenues
- Inventory of vehicles and equipment to maintain system grew
- Staffing levels to keep pace with new service demands and systems maintenance grew
- Need for Improved Field Operations Facilities grew

Need for Field Operations Facilities Identified in 2005 Revenue Bonds

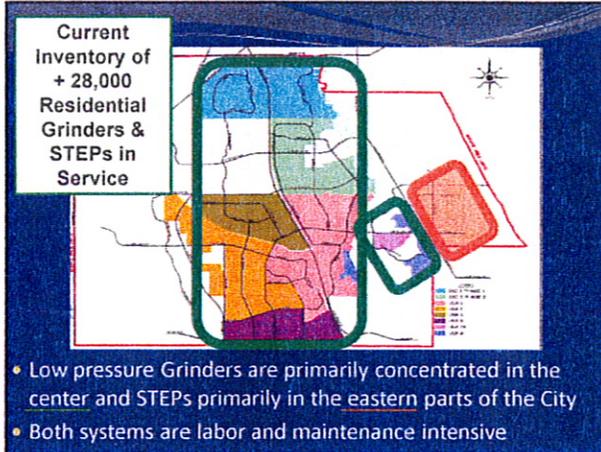
5. Princeton Water Treatment Plant Site Expansion

This project will provide for expansion of the Princeton WTP site allowing for increased administration and operational office space, equipment storage, generator storage, parking, and required buffers and landscaping for the WTP site. The improvements at the Princeton WTP are necessary in order to maintain an acceptable level of service for the water and wastewater treatment collection and distribution system operational and administration components. The building shall be a three-story hurricane-resistant structure, approximately 159,000 square feet. A design build project is anticipated with a 135-day design permitting timeframe and a 300 calendar-day construction schedule. The estimated cost of the Princeton WTP site expansion is \$12,000,000, which includes all testing, engineering, permitting, construction administration, and contingencies.

- The economic downturn hit the next year
- New connections much lower than projected
- Fiscally responsible approach – used the money to reduce outstanding debt

Economic Downturn Was Not All Doom & Gloom Continued Growth – Steady Pace Since 2005

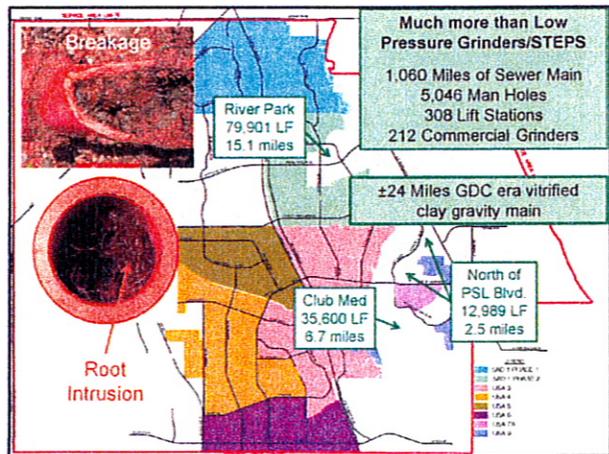
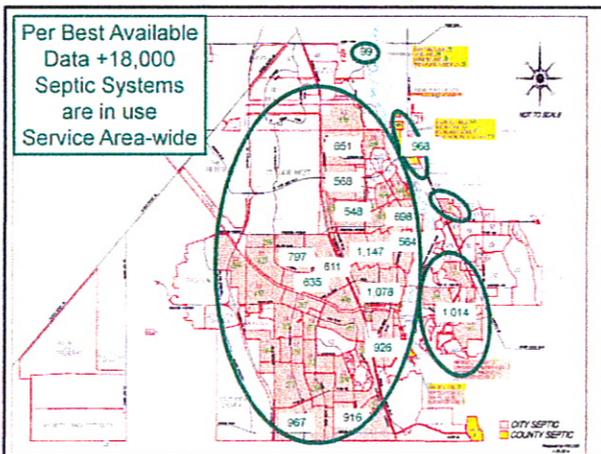
* 9,403 low pressure sewer grinders installed since 2005

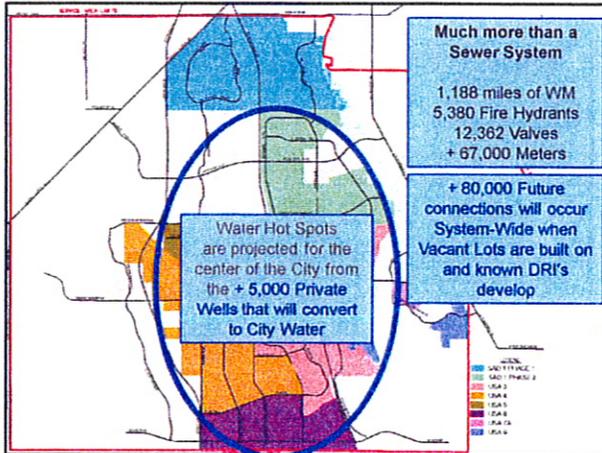


Hot Spots?

Are Specific Areas Projected for Low Pressure Grinder System Growth?

Answer: Where Are the Septic Systems and Undeveloped Lots?





Saga of Past, Current and Future System Growth and Our Field Operations Facilities

Imagine trying to stuff 10 pounds of potatoes into a 5- Pound Bag



Let's Take a Quick Photo Tour of Three of the Current Facilities

943 SE Ogden - 912 sq. ft. - Built 1982 / Employees 27

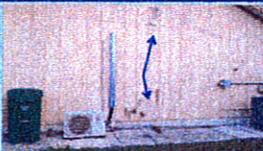
Sewer Installs and Maintenance



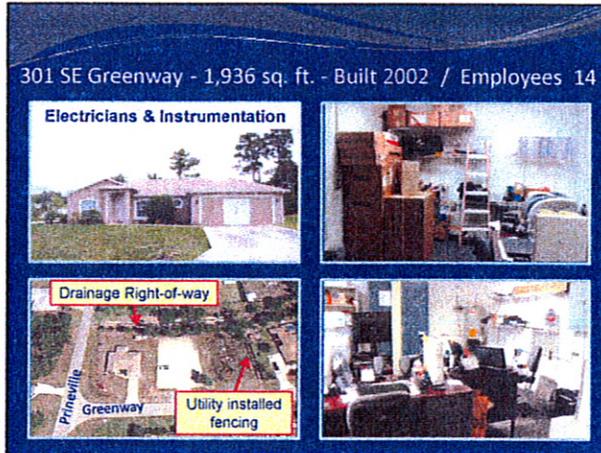
Ability to Withstand a Significant Storm Event is Questionable

915 SE Ogden - 1,300 sq. ft. - Built 1990 / Employees 36

Lift Stations & Water Install-PM



Ability to Withstand a Significant Storm Event is Questionable



Note: Public Works Dept.
has similar issues
with the facilities it occupies

Continued and Projected System Growth
Caused the Utility to
Again Assess the Need
For Improved Field Operations Facilities

\$4.2 Million Budgeted in 2014-15 FY
For Improved Utility Field Operations Facilities

Funds Available From:

Account Name	Amount
SAD 1 Phase 1	\$327,375.00
SAD 1 Phase 2	\$693,035.00
USA 3 & 4	\$1,329,704.00
Fund 440	\$1,000,000.00
Fund 439	\$849,886.00
total	\$4,200,000.00

Proposed construction of a 25,000 sq. ft. facility near the center of the Prineville compound



Building Would Be Similar to This One

Proposed Prineville Building Would Offer

- Field personnel could be headquartered in one facility
- Workshop areas for equipment repair and maintenance
 - Pumps - Telemetry Equipment - Electrical Panels
- Areas where crews could work inside during wet weather
- Generator storage
- Space for staff housing during/after storm events

But it would not relieve residential neighborhood issues

Considerations and Evaluations

1. Could construction continue to be delayed?
Yes, but to the continued detriment of the Prineville neighborhood and the Utility's overall efficiency, and it would likely come at a higher cost
2. The Utility evaluated the possibility of relocating field operations to other existing Utility sites and/or other City-owned sites.
Conclusions: 1. No other existing sites are available that would accommodate the Utility's needs; 2. No site would help improve the efficiency of our operations; and 3. A building would still need to be constructed

Other Considerations

Is a non City-owned site available?

Search Parameters

- 50,000 sq. ft.
 - For headquarters and workshops
 - To allow for a certain amount of warehousing of materials and parts that are maintained at Prineville
 - Room to grow
- 10 acres for adequate storage
 - Vehicles, heavy equipment, generator, fleet,
 - Essential materials: pipe, grinder/STEP tanks, etc.
- Location
 - Not in a single family residential neighborhood
 - Within the City's Utility Service Area and the City's corporate limits

<p>Not in City Utility Service Area</p>  <p>100% Leased 57,814 SF \$5,781,400 4.4 Acres on Peacock</p>	<p>Not in City Utility Service Area</p>  <p>91% Leased 36,000 SF \$3,850,000 2.98 Acres on Peacock</p>
<p>Not in City Utility Service Area</p>  <p>50% Leased 40,000 SF \$2,500,000 3.32 Acres on Enterprise</p>	<p>Insufficient Acreage – No Room For Growth</p>  <p>Vacant 31,444 SF \$1,750,000 <u>2.79 Acres</u> on Niemeyer</p>

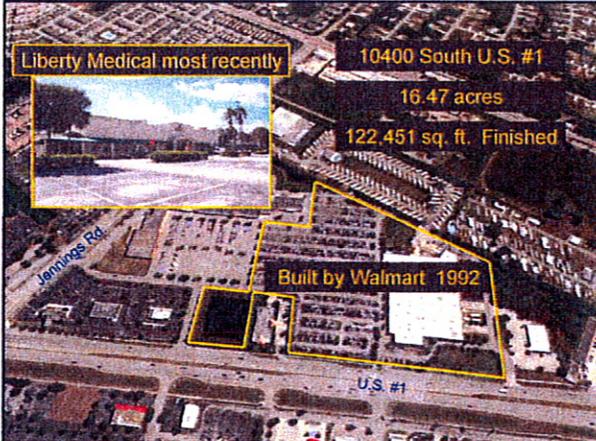
Liberty Medical – North Site

- 55,748 SF Warehouse
- 1.19 Acres (additional acreage might be available)
- 100% Occupied
- Future access to the Crosstown Pkwy. Bridge
- Purchase price falls outside of available funding

8881 U.S. #1



This site does not meet the Utility's current needs



Liberty Medical most recently

10400 South U.S. #1
16.47 acres
122,451 sq. ft. Finished

Built by Walmart 1992

Jennings Rd.

U.S. #1



Kaiser University

Travel Trailer Park

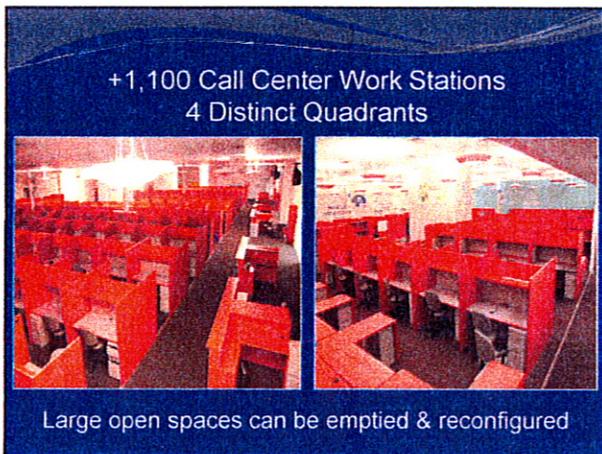
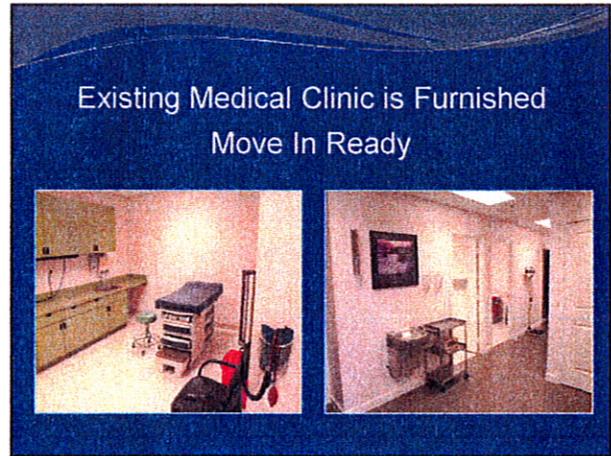
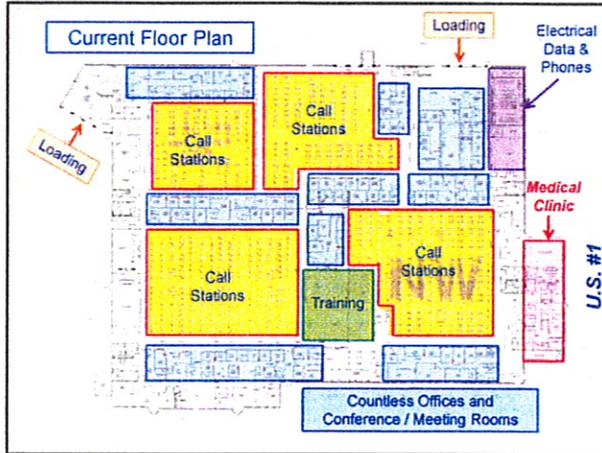
Mobile Home Park

Wendy's

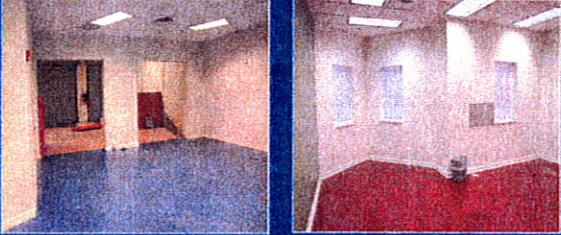
Jetsons

10400 South U.S. #1

Auto Zone



Multiple Areas for Workshops
or Equipment and Instrumentation Labs



Two photographs showing workshop areas. The left photo shows a room with a blue floor and white walls. The right photo shows a room with a red carpet and white walls.

Other Features of Interest



Two photographs of loading bays. The left photo shows an exterior view of a loading bay with a hard surface. The right photo shows an interior view of a loading bay with a roll-up door.

Exterior Hard Surface
Work Areas

Interior View of the
Same Loading Bays

Multiple Conference & Meeting Rooms
Many are Furnished

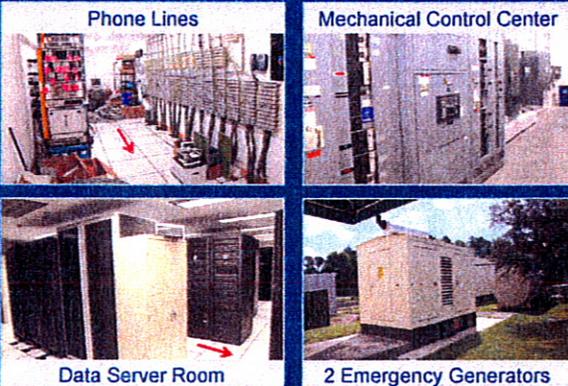


Two photographs of conference rooms. The left photo shows a small conference room with a table and chairs. The right photo shows a larger conference room with a large table and many chairs.

Small Groups

Larger / Executive

The Place is "Wired"



Four photographs showing infrastructure. Top left: Phone Lines. Top right: Mechanical Control Center. Bottom left: Data Server Room. Bottom right: 2 Emergency Generators.

Phone Lines

Mechanical Control Center

Data Server Room

2 Emergency Generators

Multiple Dining Areas with 1 Full Kitchen and 1 Prep Kitchen

Suites of Offices & Reception Areas Exist Around the Perimeter and Interior of the Building

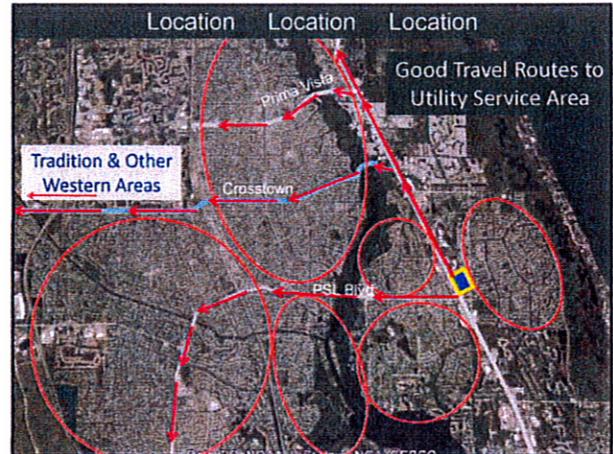
Potential City Uses of 10400 S. U.S. #1 Site

Utility Systems Dept.	Public Works Dept.
<ul style="list-style-type: none"> • Field Operations • Supplemental Warehousing and Storage • Workshops & Equip. Labs • Training • Generator Storage • Records / File Storage • Offices for Multiple Field and Admin. Divisions • 24/7 Call Center 	<ul style="list-style-type: none"> • Field Operations • Supplemental Warehousing and Storage • Sign Shop • Street Lighting Shop • Training • Records / File Storage • Generator Storage • Offices for Multiple Field Divisions

- 122,451 Sq Ft is nearly 5 times larger than the 25,000 Sq Ft proposed Prineville building
- Would move multiple Utility field functions and related traffic out of a developed residential neighborhood
- Would accommodate multiple Utility and PW space needs
- Potential space for other City functions:
 - Eastern Utility Customer Service
 - Centralized City records storage
 - Eastern PD Substation
 - Public meeting rooms / areas
- Medical Clinic: Furnished - good parking & access
 - Potential to Contract with other Government Clinics, Private Entities, or 2nd City Employee Clinic

Additional Positives of the U.S. #1 Site

- Improved facilities would boost employee morale
- Building's wind load rating is 160 mph
- Estimated purchase price falls within available funding
- The City's acquisition of the 10400 S. U.S. #1 site would be good for the East side of the City:
 - Provide an increased employment presence
 - Gas Stations
 - Food Services
 - Shopping



Acquisition of a "Big Box" for Governmental Use is Not Unheard Of

- Locally: St. Lucie County acquired the former Ft. Pierce Sam's Club for a Logistics Center

Locally: St. Lucie County School Board

- Purchased a 125,000 sq ft. (former Sears store) portion of the former Orange Blossom Mall

Challenges of the U.S. #1 Site

- Rezoning or Special Exception Approval Required
 - The multiple potential uses make it unique
- Potential annual revenue loss
 - Ad Valorem Property Tax = \$25,864 (current year)
 - CRA
 - \$2,875 City
 - \$4,493 County
 - \$7,368 Total per year
 - Stormwater = \$36,984.69 (Utility sites are exempt)
- Time to complete acquisition process – the property is being competitively marketed

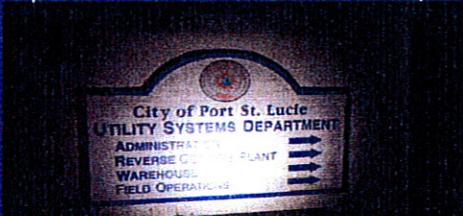


Summary

1. The Utility needs to be a good neighbor to surrounding residential properties
 - Prineville Water Treatment Plants will continue operations
2. PSL's Utility and PW are the largest in the Treasure Coast, but they do not have industry standard workshops, equipment labs, or headquarters for crews
3. Acquisition of the property on U.S. #1 would be an example of the good planning that this City, Public Works, and the Utility are known for
 - a. It is in line with the City's Strategic Plan
4. If isn't acquired, we must construct the originally proposed building, or make costly ADA upgrades and other structural improvements Est. \$725,000

Thus, it is respectfully requested that the City Council authorize staff to move forward with negotiations that will lead to the acquisition of 10400 South U.s. #1 site

Port St. Lucie's Utility Systems Dept. Operates and Provides Service 24/7

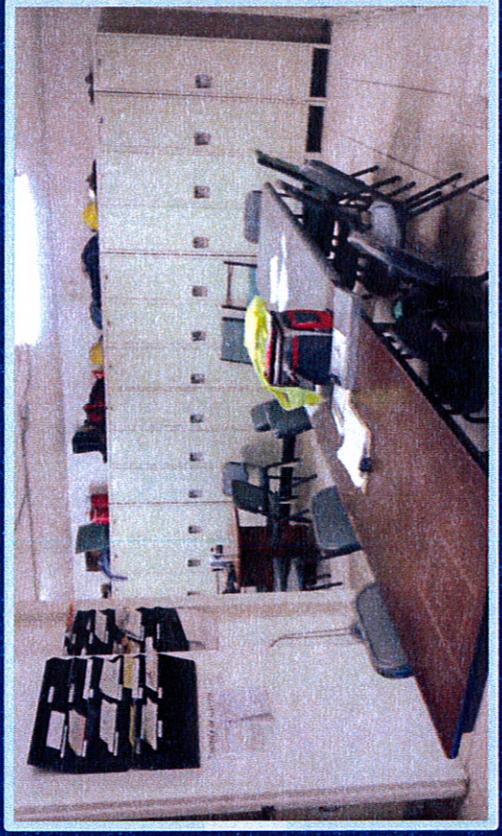
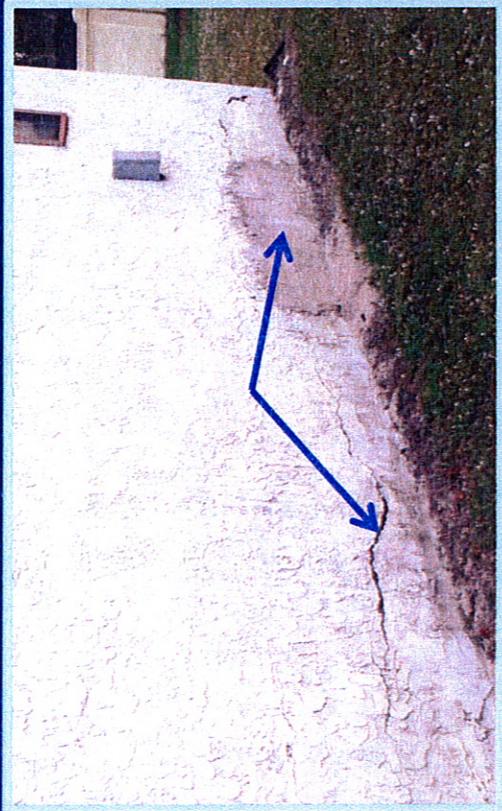
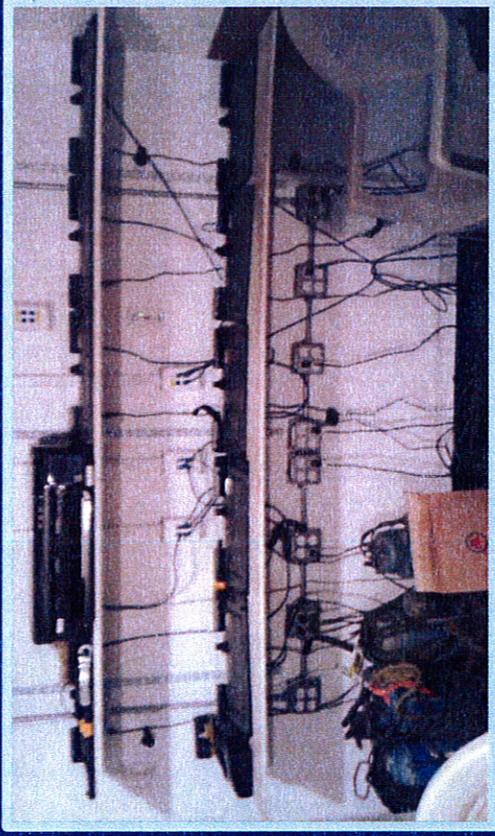


"Connected to the Community"

Questions and Comments

943 SE Ogdan - 912 sq. ft. - Built 1982 / Employees 27

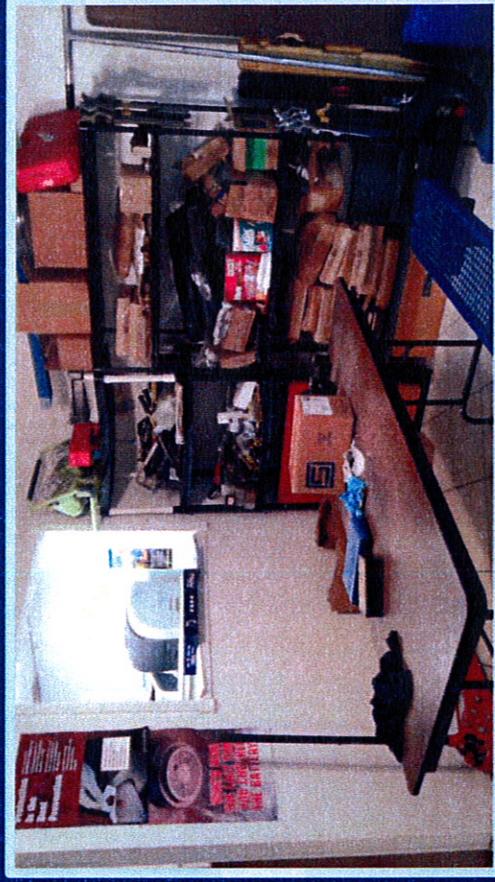
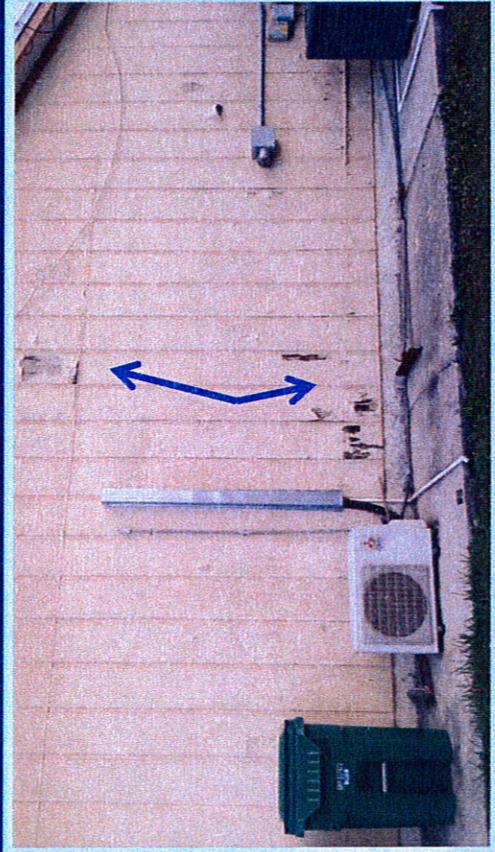
Sewer Installs and Maintenance



Ability to Withstand a Significant Storm Event is Questionable

915 SE Ogdan - 1,300 sq. ft. - Built 1990 / Employees 36

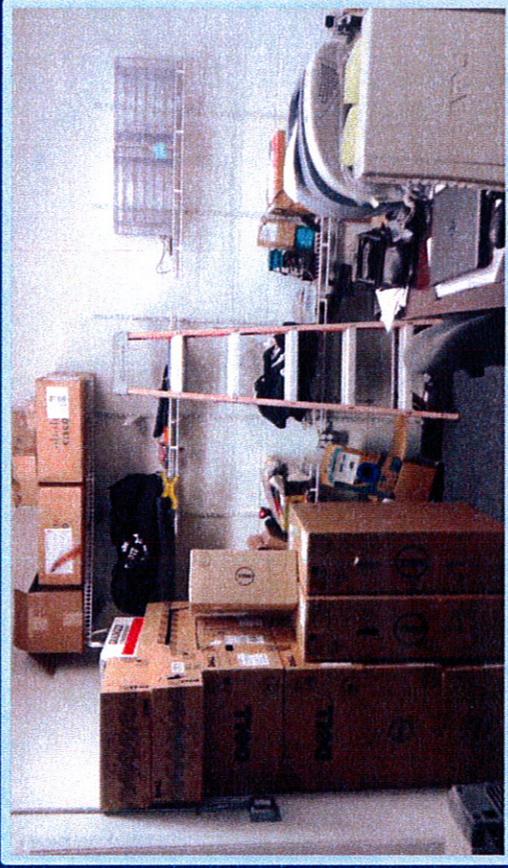
Lift Stations & Water Install-PM



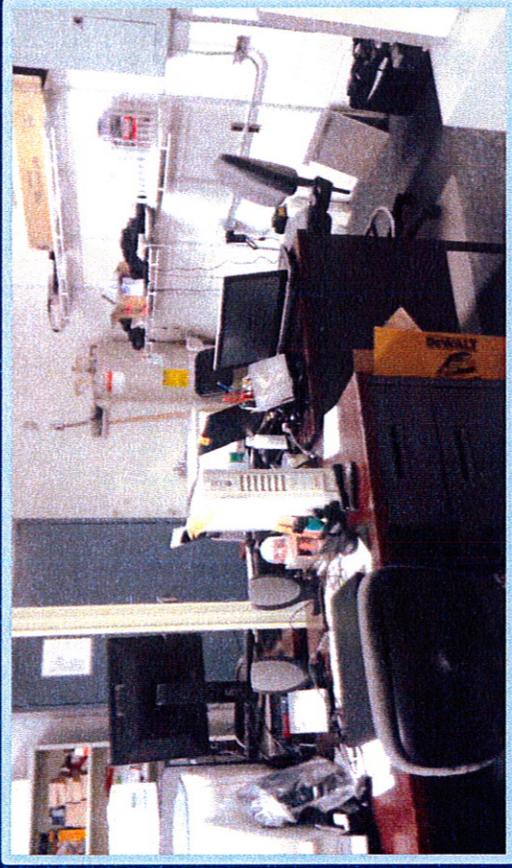
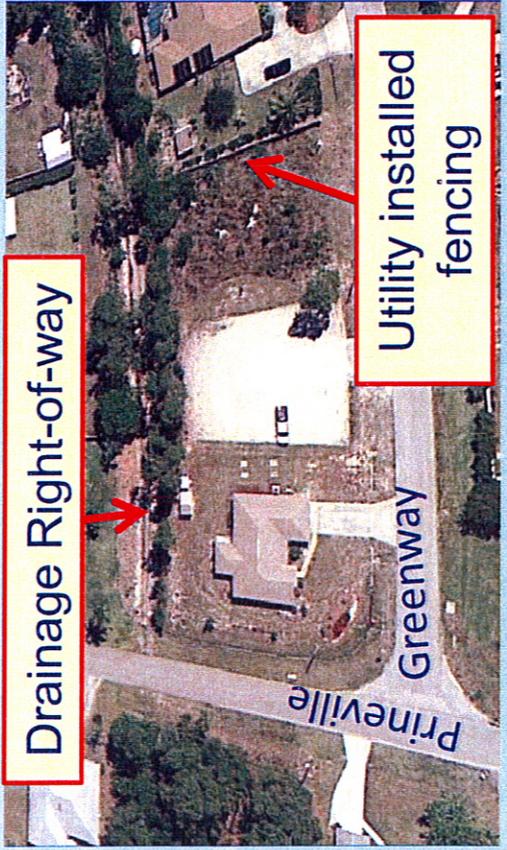
Ability to Withstand a Significant Storm Event is Questionable

301 SE Greenway - 1,936 sq. ft. - Built 2002 / Employees 14

Electricians & Instrumentation



Drainage Right-of-way





MEMORANDUM

TO: MAYOR, CITY COUNCIL AND CITY MANAGER
FROM: SHANNON MARTIN, COUNCILWOMAN *cf BSM,*
SUBJECT: EXCUSED ABSENCES
DATE: 3/22/2016

This memo serves to request an excused absence from the Regular City Council meeting on March 14, 2016. I was unable to attend due to having back issues.

Thank you.

SM/cf

RECEIVED
MAR 22 2016
CITY MANAGER'S OFFICE