"A City for All Ages"

CITY OF PORT ST. LUCIE, FLORIDA

AGENDA

City Council Meeting

Monday, May 23, 2016 - 7:00 p.m.

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

Mayor and City Council

Gregory J. Oravec, Mayor

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

Administration

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

NOTICE OF COUNCIL MEETINGS AND AGENDAS

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

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

Agenda
City Council Meeting
City Hall Council Chambers
121 SW Port St. Lucie Boulevard
Monday, May 23, 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** – FIRE SERVICE REFERENDUM

   B. **PROCLAMATION** – NATIONAL ADOPT A CAT MONTH

5. **PUBLIC TO BE HEARD**

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

7. **APPROVAL OF CONSENT AGENDA**

   A. **APPROVAL OF MINUTES** – COUNCIL WORKSHOP APRIL 18, 2016; REGULAR COUNCIL APRIL 25, 2016

   B. **PLANNING AND ZONING BOARD,** RECOMMENDATION FOR APPOINTMENT OF DEBORAH BEUTEL TO FILL THE AT-LARGE POSITION VACATED BY CHERYL WHITE (APRIL 2016-APRIL 2020), PLANNING & ZONING DEPARTMENT

   C. **MINOR SITE PLAN, AMERICAS FINEST CABINETRY,** LOCATED ON THE SOUTH SIDE OF SOUTH NIEMEYER CIRCLE, ADDRESS IS 1666 SE SOUTH NIEMEYER CIRCLE, CONSTRUCTION OF A 8,900 SQ FT WAREHOUSE/OFFICE BUILDING IN THE WI ZONING DISTRICT IN THE PSL INDUSTRIAL PARK, P16-026, AMERICAS FINEST CABINETRY, PLANNING AND ZONING DEPARTMENT

D. **PORT ST. LUCIE POLICE DEPARTMENT**, REQUEST TO EXPEND $11,300 OF FORFEITURE FUNDS IN ACCORDANCE WITH F.S.S. 932.7055(4) AND FEDERAL GUIDELINES, $6,300 FOR A PAL BOXING RING, AND $5,000 TO SUPPORT VARIOUS CRIME PREVENTION PROGRAMS SUCH AS CASTLE, BOYS & GIRLS CLUB, ETC., POLICE DEPARTMENT

E. **RIVERWALK AND WESTMORELAND PARK DESIGN PLAN,** APPROVE FIRMS SHORT LISTED BY EVALUATION COMMITTEE: #1, CULPEPPER & TERPENING INC., #2 CAPTEC ENGINEERING, INC., #3 DREDGING & MARINE CONSULTANTS, AND BEGIN NEGOTIATIONS WITH #1 RANKED FIRM, #20160056, PROCUREMENT MANAGEMENT DEPARTMENT

F. **TRAFFIC CONTROL DEVICES, INC.,** AMENDMENT #2, INSTALLATION AND MAINTENANCE OF TRAFFIC SIGNAL AND STREET LIGHTING, #20150053, UNIT PRICES SUBMITTED, ESTIMATED ANNUAL COST OF $120,000, CONTRACT PERIOD IS CONTINUING UNLESS AMENDED OR CANCELLED BY THE CITY, CONTRACT WILL AUTOMATICALLY RENEW EACH YEAR PROVIDED BOTH PARTIES ARE IN AGREEMENT, PROCUREMENT MANAGEMENT DEPARTMENT

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

A. **ORDINANCE 16-22,** AN ORDINANCE OF THE CITY OF PORT ST. LUCIE, APPROVING THE PUBLIC SAFETY RADIO TOWER SITE LEASE AGREEMENT WITH ST. LUCIE COUNTY FOR THE CONSTRUCTION, MAINTENANCE AND USE OF FIVE ACRES OF CITY-OWNED PROPERTY DESCRIBED AS THE MCCARTY RANCH EXTENSION; PROVIDING AN EFFECTIVE DATE.

B. **ORDINANCE 16-23,** AN ORDINANCE AUTHORIZING THE CONDUCT AND SCHEDULING OF A SPECIAL ELECTION IN ORDER TO FILL A VACANCY FOR THE UNEXPIRED TERM FOR THE CITY COUNCIL SEAT FOR DISTRICT ONE TO COINCIDE WITH THE CONDUCT AND SCHEDULING OF THE REGULAR CITY ELECTION FOR THE CITY COUNCIL SEATS FOR DISTRICTS TWO AND FOUR; PROVIDING AN EFFECTIVE DATE.

9. **OTHER PUBLIC HEARINGS**

10. **FIRST READING OF ORDINANCES**

A. **ORDINANCE 16-27,** AN ORDINANCE TO REZONE 0.50 ACRES OF PROPERTY LOCATED ON THE SOUTHEAST CORNER OF PORT ST. LUCIE BOULEVARD AND DELANO ROAD FROM P (PROFESSIONAL) TO LMD (LIMITED MIXED USE) FOR A PROJECT KNOWN AS TROPICAL HOMES OFFICE – 1936 SW PSL BOULEVARD P16-044; PROVIDING FOR AN EFFECTIVE DATE.

11. **RESOLUTIONS**

A. **RESOLUTION 16-R32, PUBLIC HEARING,** A RESOLUTION EXTENDING THE PORT ST. LUCIE RESIDENTIAL STREET LIGHTING ASSESSMENT AREAS, AUTHORIZING THE STREET LIGHTING TO BE MADE AND PROVIDING FOR A SPECIAL ASSESSMENT OF THE COST THEREOF; PROVIDING AN EFFECTIVE DATE.

B. **RESOLUTION 16-R33,** A RESOLUTION APPROVING THE PRELIMINARY AND FINAL PLAT FOR SOUTHERN GROVE PLAT NO. 17 (P16-037); WITHIN THE CITY OF PORT ST. LUCIE, FLORIDA; ON THE REQUEST OF MICHAEL T. OWEN, P.S.M. OF ENGINEERING, DESIGN & CONSTRUCTION, INC.; AUTHORIZING THE MAYOR AND CITY CLERK TO COUNTERSIGN SAID PLAT; PROVIDING AN EFFECTIVE DATE.

C. **RESOLUTION 16-R34,** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA. AUTHORIZING THE CITY MANAGER AND HIS STAFF TO ENTER INTO AND EXECUTE AN INTERLOCAL AGREEMENT WITH OTHER GOVERNMENTAL PARTICIPANTS FOR THE PURPOSE OF EXERCISING INVESTMENT POWER JOINTLY TO INVEST FUNDS IN CONCERT WITH OTHER PARTICIPANTS; PROVIDING FOR AN EFFECTIVE DATE.

12. **UNFINISHED BUSINESS**

A. **WAIVE THE BIDDING FOR GOOD CAUSE SHOWN 35.04 (C),** MERCHANT SERVICES FOR UTILITY BILLING, INTERACTIVE VOICE RESPONDER (IVR), **PAYMENTUS CORPORATION,** #20140065, AMENDMENT #2, ADDITION OF THE INTERACTIVE VOICE RESPONDER (IVR) SYSTEM FOR A ONE-TIME SET UP FEE OF $21,250 AND AN ANNUAL FEE OF $35,000 FOR A FIRST YEAR TOTAL OF $56,250, PLUS THE PURCHASE OF THE OVER-THE-COUNTER OR SHUTTLE MOBILE ENCRYPTED SWIPE DEVICES AT $150 EACH AS NEEDED, CONTRACT PERIOD IS CONTINUING, PROCUREMENT MANAGEMENT DEPARTMENT

13. **NEW BUSINESS**

A. **SOUTHERN UNDERGROUND, INC.,** E-101 CULVERT REPLACEMENT AT MILBURN CIRCLE CONSTRUCTION PROJECT, #20160073, $138,000, PLUS A ONE-TIME $10 INDEMNIFICATION FEE, CONTRACT PERIOD IS FOR 45 CALENDAR DAYS WITH NO OPTION TO RENEW, PROCUREMENT MANAGEMENT DEPARTMENT

B. **CONSTRUCTION ENGINEERING INSPECTION SERVICES FOR DEL RIO BOULEVARD SIDEWALK CONSTRUCTION PROJECT,** APPROVE FIRMS SHORT LISTED BY EVALUATION COMMITTEE: #1, CULPEPPER & TERPENING, INC., #2 AMERICAN CONSULTING PROFESSIONALS, LLC, #3 MILESTONE CONSTRUCTION GROUP, INC., AND BEGIN NEGOTIATIONS WITH #1 RANKED FIRM, #20160101, PROCUREMENT MANAGEMENT DEPARTMENT

C. **HENNIS CONSTRUCTION COMPANY, INC.,** POLICE ATHLETIC LEAGUE (PAL) BUILDING IMPROVEMENT PROJECT – CDBG FUNDED, #20160077, $144,000, PLUS A ONE-TIME $10 INDEMNIFICATION FEE, CONTRACT PERIOD IS FOR 60 CALENDAR DAYS WITH NO OPTION TO RENEW, PROCUREMENT MANAGEMENT DEPARTMENT

D. **FLORIDA DESIGN DRILLING CORPORATION,** CONSTRUCTION OF THE GLADES WASTEWATER TREATMENT FACILITY BIO SOLID CAKE SYSTEM, #20160097, $519,000, PLUS A ONE-TIME $10 INDEMNIFICATION FEE, CONTRACT PERIOD IS FOR 240 CALENDAR DAYS WITH NO OPTION FOR RENEWAL, PROCUREMENT MANAGEMENT DEPARTMENT

E. **CITY OF PORT ST. LUCIE ET AL. VS. PSL CITY CENTER, LLC, ET AL.,** PURSUANT TO SECTION 286.011(8), FLORIDA STATUTES, THE INTERIM CITY ATTORNEY REQUESTS AN ATTORNEY/CLIENT SESSION WITH THE CITY COUNCIL TO DISCUSS THE ABOVE-REFERENCED PENDING LITIGATION, CASE NO. 562012CA004094, INTERIM CITY ATTORNEY

14. **DETERMINATION OF EXCUSED ABSENCES**

15. **CITY MANAGER'S REPORT**

16. **COUNCILMEMBERS REPORT ON COMMITTEE ASSIGNMENTS**

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

18. **ADJOURN**

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

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

May - June Meeting Calendar

DATE	MEETING	TIME	LOCATION
5-25-16	Special Magistrate Hearing	9:00 a.m.	City Hall Complex Council Chambers Building A
5-25-16	Site Plan Review Committee Meeting	1:30 p.m.	City Hall Complex Training Room Building B
6-7-16	Planning & Zoning Board Meeting	1:30 p.m.	City Hall Complex Council Chambers Building A
6-8-16	Special Magistrate Hearing	9:00 a.m.	City Hall Complex Council Chambers Building A
6-8-16	Site Plan Review Committee Meeting	1:30 p.m.	City Hall Complex Training Room Building B
6-9-16	Contractors' Examining Board Meeting	9:30 a.m.	City Hall Complex Council Chambers Building A
6-13-16	City Council Meeting	7:00 p.m.	City Hall Complex Council Chambers Building A
6-14-16	Police Officers Retirement Trust Fund Board Special Meeting	2:00 p.m.	City Hall Complex Room 188 Building A
6-14-16	Police Officers Retirement Trust Fund Board Regular Meeting	3:00 p.m.	City Hall Complex Room 188 Building A
6-16-16	Safety Review Board Meeting	9:00 a.m.	City Hall Complex Room 366 Building A
6-20-16	City Council Workshop Meeting	Time TBD	Port St. Lucie Community Center 2195 SE Airoso Blvd. Rooms B, C & D
6-22-16	Special Magistrate Hearing	9:00 a.m.	City Hall Complex Council Chambers Building A
6-22-16	Site Plan Review Committee Meeting	1:30 p.m.	City Hall Complex Training Room Building B
6-27-16	Community Redevelopment Agency Meeting (CRA)	6:30 p.m.	City Hall Complex Council Chambers Building A
6-27-16	City Council Meeting	7:00 p.m.	City Hall Complex Council Chambers Building A

CA052316

NOTICE
AGENDA ADDENDUM
CITY COUNCIL REGULAR MEETING
MAY 23, 2016

10. **FIRST READING OF ORDINANCES**

b) **ORDINANCE 16-28,** AN ORDINANCE OF THE CITY OF PORT ST. LUCIE, AMENDING THE CITY OF PORT ST. LUCIE MUNICIPAL POLICE OFFICERS' RETIREMENT TRUST FUND AS CODIFIED UNDER SECTION 32.77 OF THE CODE OF ORDINANCES OF THE CITY OF PORT ST. LUCIE, FLORIDA, PURSUANT TO ORDINANCE 13-49; SPECIFICALLY AMENDING SECTION 32.77(a)(1), DEFINITIONS, BY AMENDING THE DEFINITIONS OF "ACTUARIAL EQUIVALENT," "CREDITED SERVICE," AND "SPOUSE;" AMENDING SECTION 32.77(b), MEMBERSHIP; AMENDING SECTION 32.77(d), FINANCES AND FUND MANAGEMENT; AMENDING SECTION 32.77(f), BENEFIT AMOUNTS AND ELIGIBILITY; AMENDING SECTION 32.77(h), DISABILITY; AMENDING SECTION 32.77(j), OPTIONAL FORMS OF BENEFITS; AMENDING SECTION 32.77(o), MAXIMUM PENSION; AMENDING SECTION 32.77(aa), DEFERRED RETIREMENT OPTION PLAN; ADDING SECTION 32.77(bb), SUPPLEMENTAL BENEFIT COMPONENT FOR SPECIAL BENEFITS; CHAPTER 185 SHARE ACCOUNTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 4A
Meeting Date: 5/23/16

TO: Mayor and City Council

FROM: Jeff Bremer, City Manager

Agenda Item: Special presentation: Fire Chief, Buddy Emerson regarding the Fire Service Referendum.

Submittal Date: 5/4/2016

STRATEGIC PLAN LINK: Port St. Lucie mission principle B, responsive to the community.

BACKGROUND: The Fire Chief will make a short presentation on the upcoming Fire Service Referendum and be available to answer any questions.

ANALYSIS: N/A

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: N/A

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: 10 minutes, Fire Chief Buddy Emerson.

REQUESTED MEETING DATE: 5/23/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: Email request from Patricia Christensen.

Jasmin Padova

From: Patricia Christensen <pchristensen@summit21.biz>
Sent: Tuesday, May 03, 2016 10:23 AM
To: Jasmin Padova
Subject: AGenda Item REquest

Good Morning Jasmin,

I represent the SLC Fire District, and Fire Chief Buddy Emerson would like to make a short presentation at the May 23 City Council meeting on the upcoming Fire Service Referendum.
He will give a short PowerPoint and then be available for Q & A. It should be no more than 20 minutes.
Can you tell me what the process is to have this presentation placed on the agenda?

Thanks,

Patricia Christensen

Patricia Christensen
Solutions Partnership
1391 NW St. Lucie West Blvd. #190
Port St. Lucie, FL 34986

772.370.8122
Pchris6508@aol.com

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7B
Meeting Date: 5/23/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager

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

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

Agenda Item: Motion: Appointment of Deborah Beutel to fill At Large position vacated by Cheryl White (April 2016 – April 2020)

Submittal Date: 5/11/2016

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

BACKGROUND: Due to the resignation of Board Member, Cheryl White, there is a vacant At Large position on the Planning and Zoning Board. Ms. White was recently reappointed for a second term (April 2016 – April 2020). The Planning and Zoning Department asked the senior Alternate Board Member, Diania Breckenridge, if she would like to fill this position. Ms. Breckenridge has requested she be considered to fill Ms. White's Term (April 2016 – April 2020). The Planning and Zoning Board at their May 3, 2016 meeting recommended Alternate Board Member, Deborah Beutel, be appointed to fill Ms. White's term.

ANALYSIS: The Board unanimously recommends Alternate Board Member, Deborah Beutel, be appointed to fill Cheryl White's vacated At Large position.

FINANCIAL INFORMATION: NA

LEGAL INFORMATION: NA

STAFF RECOMMENDATION: Staff recommends City Council accept the recommendation of the Planning and Zoning Board.

SPECIAL CONSIDERATION: None

PRESENTATION INFORMATION: NA

REQUESTED MEETING DATE: 5/23/2016

LOCATION OF PROJECT: NA

ATTACHMENTS: Resignation Letter of Cheryl White, Planning and Zoning Board Memo, Minutes of May 3, 2016 Planning & Zoning Board Meeting, Resumes of Deborah Beutel and Diania Breckenridge.

RECEIVED

MAY 1 2 2016

CITY MANAGER'S OFFICE

Cheryl White
2717 SE Kern Road
Port St Lucie, Fl. 34984

May 6, 2016

Honorable Mayor and City Council:

Please accept this letter as formal notice of resignation from the Planning and Zoning Advisory Board effective immediately. I realized that I need to attend to other matters that need my focus and attention at this time.

It has been a great pleasure working with the Planning and Zoning Staff, and I count this opportunity as an honor and privilege to have served since 2013. I sincerely hope that my service to this Board promoted a valuable service to Port St Lucie and its citizens.

Respectfully

Cheryl White

cc: Patti Tobin, Director of Planning and Zoning

Karen Phillips, City Clerk

Item #8(B)

City of Port St. Lucie

Planning & Zoning Department Memorandum

A City for All Ages

TO: PLANNING & ZONING BOARD

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

RE: Board Member Vacancy
At Large Position (4/01/16 – 4/1/20)

DATE: April 27, 2016

As a result of the resignation of Cheryl White (see attached letter), the Planning and Zoning Board has a vacant At Large position available. Ms. White was appointed to a second term on April 1, 2016. As the longest serving Alternate Board Member, Diania Breakenridge was asked if she would like to be considered to fill this position.

Ms. Breakenridge requests the Board consider her as a regular At Large member of the Planning and Zoning Board. If the Board recommends Ms. Breckenridge fill the At Large position vacated by Ms. White and she is appointed by City Council, there will be a vacant Alternate Position which will be advertised by the City Clerk's Office.

PT/lp
Attach.

Planning and Zoning Director commented, "I don't either." Chair Kurek said, "I think we need some more time to digest some of this, as it is a lot of information." The Planning and Zoning Director said, "A lot of it is very similar." Chair Kurek stated, "I didn't realize, and sorry, it is my fault, I didn't realize that we were going to end up having to make a recommendation on it. I would like more time to look at it." The Planning and Zoning Director said, "Okay. I will talk a little bit about Becker before we close. Planning Area 4 North already has several Conversion Areas and we talked about one of those today. Planning Area 4 South has some Conversion Areas along Port St. Lucie Boulevard. This is plan is making some recommendations for an overlay on Becker Road, basically looking at the traffic nodes. Darwin, Port St. Lucie Boulevard, and Savona would be the more intense commercial nodes and then we would be looking at land uses that would connect those nodes. Staff is looking at the ownership issue right now, and how properties are owned in terms of we own quite a bit of property down there as a result of the 95 Interchange and the Becker Road improvements for drainage, so we are looking at our ownership pattern and then what is out there to come up with some ideas on how we present a new Conversion Area for Becker Road. There is a lot of interest, but I'm not sure the market is there. Some people will tell you it is and if it were, some of the commercial pieces would have been developed already. There is a lot of interest in commercializing Becker. The City wants to learn from its experiences with the previous Conversion Areas, so that we don't create some of the mistakes, but make it better. Hopefully, you will be seeing some proposal that will show you that overlay and how we plan to implement it." Vice Chair Ojito asked, "Is there a moratorium on construction on Becker Road." The Planning and Zoning Director replied in the negative. Vice Chair Ojito stated, "I just saw a house being built right on Becker Road." The Planning and Zoning Director said, "There are a couple on there. The City hasn't denied somebody a permit to build a house if the property is zoned Residential. I will put this on the next meeting."

8. NEW BUSINESS

A. DETERMINATION OF EXCUSED ABSENCE

There was nothing heard under this item.

B. REPLACEMENT OF BOARD MEMBER CHERYL WHITE

Chair Kurek said, "Cheryl White has resigned, therefore we need a replacement for her. Diania Breakenridge has requested consideration for it, since she is one of the oldest. She was on the Board and then asked to be an alternate for some reasons. Now, Ms. Tobin has contacted her, and she says she would like to be back on the Board." Vice Chair Ojito commented, "Ms. Beutel is currently an alternate and might be interested." Chair Kurek asked, "Does the Planning and Zoning Director have direction? You've talked to Ms. Breakenridge, and she wants to be on the Board." The Planning and Zoning Director replied, "The Board can decide. Ms. Breakenridge has seniority, but it is up to the Board." The Planning and Zoning Attorney added, "It is a majority vote."

Secretary Martin stated, "I have a quick technical question. As far as absences, is there

a threshold that as Board Members, if we don't attend a certain number of meetings . . . . I know City Council members have a threshold if they don't attend 'x' number of meetings . . . ." The Planning and Zoning Director interjected, "No." Secretary Martin asked, "No? I thought if they missed a certain number of meetings, it was a problem. Do we have any kind of threshold? Is there any minimum expectation for us?" The Planning and Zoning Director replied, "I believe there is in the By-Laws, but I'd have to take a look. The Planning and Zoning Attorney is looking right now."

Chair Kurek stated, "Board Members, it appears we have a choice. This would be a recommendation to the City Council. We could either recommend to have Ms. Breakenridge placed on the Board permanently, or we could recommend Ms. Beutel to be placed on the Board permanently. That's our choice." Secretary Martin said, "My comment, which leads into this choice, is that Ms. Beutel has been here in the audience from the moment we chose her to be an alternate. She has been on the dais two or three times. I think I'd show deference to her for her willingness to sit in the audience first, before coming up to the dais. This is no disparagement to the other young lady. She has been with this Board for a period of time, but performance speaks to me. I'd like for this young lady to be selected for the position on the Board on a regular basis."

Secretary Martin **moved** to recommend approval to the City Council of Deborah Beutel. Mr. DiTonno **seconded** the motion, which **passed unanimously** by roll call vote.

9. OLD BUSINESS

There was nothing heard under this item.

10. PUBLIC TO BE HEARD

Chair Kurek stated, "No one from the audience has signed up to speak. We had a good meeting today. I was very pleased with the participation and the orderliness of the group."

11. ADJOURN

There being no further business, the meeting adjourned at 3:36 p.m.

_____

Ken Martin, Secretary

_____

April C. Stoncius, Deputy City Clerk Supervisor

Pzvotelist

DATE: MAY 3, 2016

	WHITE'S REPLACEMENT - Deb Beutel								
MOTION	Secretary Martin								
SECOND	DiTonno								
VC OJITO	Y								
CHAIR KUREK	Y								
SECRETARY MARTIN	Y								
MR. HARRISON	Y								
MR. DITONNO	Y								

Deborah L Beutel 772-359-0289
1778 SW California Street, Port Saint Lucie, FL 34987 beuteld@bellsouth.net

Professional Profile

Accomplished Entrepreneur with a successful track record for over 17 years.

- Executive Team Leadership
- Million Dollar P and L Management
- Expertise in Residential and Commercial Mortgages
- Client/Vendor Relations
- Marketing/Product Line Development
- Staff/Training Development
- Process Improvement
- Emphasis on business ethics

Professional Accomplishments

Trip Advisor Certificate of Excellence for Tin Fish Port Saint Lucie

- 2011 - 2014
- Ranked top 10 restaurants in Port Saint Lucie over 4 years.

DECA

- Achieved the Marketing Management Award for NYS competitively.

Girl Scouts/Boy Scouts

- Achieved the Gold Award in 1987 for Girl Scouts
- Accomplished and trained Leader with awards.

Work History

Owner/Manager	Beutel Family Enterprises, D/B/A Tin Fish Port St. Lucie	8/2011 - Present
Owner/Manager	Northern Funding, Inc., Port Saint Lucie, FL	2004 - 2008
Owner/Manager	Resource One Mortgage Branch, Depew, NY	2000-2004
Owner/Manager	American Home Loans Branch, Kenmore, NY	1997 - 2000

Education

Associates Degree	Erie Community College, Amherst, NY	1995

References

References are available upon request.

DIANIA C. BREAKENRIDGE

826 SW Andrew Rd. Port St Lucie, FL 34953
772-807-8766 | 772-579-8183 | dbreakenridge@bellsouth.net

OBJECTIVE

A dedicated and hard-working professional with wide-ranging experience in reconciliation, account management, fraud assessment, bank automation, and regulatory compliance and the School Board Maintenance Department. Provides excellent customer service by attending to the needs of clients in a friendly and courteous manner. Serves as an analytical problem solver while discovering opportunities for improvement. Presents a positive image of the organization to customers and the community through skillful public relations. Services as a results-oriented contributor committed to ongoing corporate success.

JOB SKILLS

- Type 60 WPM
- Proficient in Microsoft Word, Excel, and Power Point
- Team Player
- Demonstrate Professional Attitude
- Implementation of new programs that provide efficiency
- Train employees
- Analyzing Data
- Provide support to Managers on various issues
- Exceptional Internal & External Customer Service
- Compile data for Benchmarking

EDUCATION

Keiser University *Bachelor of Science in Interdisciplinary Studies (Business & Health Service Administration) 8/10 – 6/12*
Port St Lucie, Florida

Keiser University *Associate of Science in Health Service Administration 9/08 – 8/10*
Port St Lucie, Florida

Certification

IRSC *Certificate in MLT1040C Phlebotomy 01/2008-04/2008*
Port St Lucie, Florida

Diania C. Breakenridge
P: (772-807-8766), C: (772-579-8183)
dbreakenridge@bellsouth.net

AED/CPR Certified

EMPLOYMENT HISTORY

St. Lucie County School District — *Senior Maintenance Bookkeeper 09/10 – Current*
Fort Pierce, Florida

- Process requisitions for Purchase Orders
- Prepare and process invoices for payment
- Research budgeting information for projects
- Maintain payment logs for projects
- Maintain the work order system
- Train staff on the work order system
- Maintain and update the security system (codes, upload, download, pull buffer, etc.)
- Assist with Facility Direct (Facility Rental System)
- Enter utility bills within our Utility Direct Program
- Pull reports
- Create and update charts/graphs for utility usage, work order assignment and completion (for benchmarking)
- FISH (Florida Inventory of School Housing) updates

St. Lucie County School District — *Maintenance Office Specialist 04/07 – 09/10*
Fort Pierce, Florida

- Assisted in the implementation of the work order system
- Analyzing data from reports for benchmarking
- Seek ways to improve efficiency

Harbor Federal Bank — *Electronic Svc Supervisor 07/2000 – 04/20/07*
Fort Pierce, Florida

- Managed the paper trail for ATM cards
- Analyze reports for discrepancies
- Assisted in the streamlining of the ACH process

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7C
Meeting Date: 5/23/16

TO:	Mayor and City Council
THRU:	Jeff Bremer, City Manager
THRU:	Daniel Holbrook, Assistant City Manager – Community Development Director
FROM:	Patricia A. Tobin, AICP, Planning and Zoning Director
Agenda Item:	Motion: Minor Site Plan Application – America's Finest Cabinetry (P16-026)
Submittal Date:	5/5/2016

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

BACKGROUND: The proposed site plan is to construct an 8,900 square foot warehouse/office building in the WI zoning district. The property is located in the PSL Industrial Park.

ANALYSIS: See attached staff report.

FINANCIAL INFORMATION: NA

LEGAL INFORMATION: NA

SITE PLAN REIVIEW COMMITTEE RECOMMENDATION: The Site Plan Review Committee unanimously recommended approval of the site plan at their April 27, 2016 meeting.

SPECIAL CONSIDERATION: NA

PRESENTATION INFORMATION: NA

REQUESTED MEETING DATE: 5/23/2016

LOCATION OF PROJECT: The property is located on the south side of South Niemeyer Circle. The address is 1666 SE South Niemeyer Circle.

ATTACHMENTS: Staff report, maps, application and site plan

PT/TK

RECEIVED
MAY 12 2016
CITY MANAGER'S OFFICE

City of Port St. Lucie

Planning and Zoning Department Memorandum

TO: **CITY COUNCIL – MEETING OF MAY 23, 2016**

FROM: **THRESIAMMA KURUVILLA, PLANNER**

RE: **MINOR SITE PLAN APPLICATION**
AMERICA'S FINEST CABINETRY
PROJECT NO. P16-026

DATE: **MAY 5, 2016**

PROPOSED PROJECT: The proposed project is to construct a 8,900 square foot warehouse/office building in the WI zoning district for cabinet manufacturing.

APPLICANT: Christopher Murphy, P. E. of CivilSurv Design Group, Inc., is acting as the agent. Authorization letter is in the file.

OWNER: America's Finest Cabinetry. Proof of ownership is attached.

LOCATION: The property is located on the south side of South Niemeyer Circle. The address is 1666 SE South Niemeyer Circle.

LEGAL DESCRIPTION: The property is legally described as Port St. Lucie Industrial Park, Unit 1, Block 8, Lot 10.

SIZE: 0.75 acres.

FUTURE LAND USE: LI/CS (Light Industrial/Service Commercial).

EXISTING ZONING: WI (Warehouse Industrial)

EXISTING USE: Cleared vacant land.

SURROUNDING USES: North, south, east, and west = WI (Warehouse Industrial), Port St. Lucie Industrial Park.

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: Port St. Lucie Utility Systems will provide water and sewer

Transportation: The proposed site plan is projected to generate 33 average daily trips with 5 a.m. and 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 for cabinet manufacturing/warehouse and is a permitted use in the WI zoning.

Building Height: The maximum proposed height is 35 feet. The maximum height allowed in WI zoning is also 35 feet.

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

Parking: The site is required to have 20 parking spaces and 21 spaces are being provided. The required parking for warehouse area (total 8,300 sq. ft) is 17 at the ratio of 1:500, and required parking for office area (total 600 sq. ft.) is 3 at the ratio of 1:200.

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

Architectural Design Standards: The building is in compliance with the Citywide Design Standards.

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 site has previously been cleared.

Wildlife Protection: The site has previously been cleared.

OTHER:

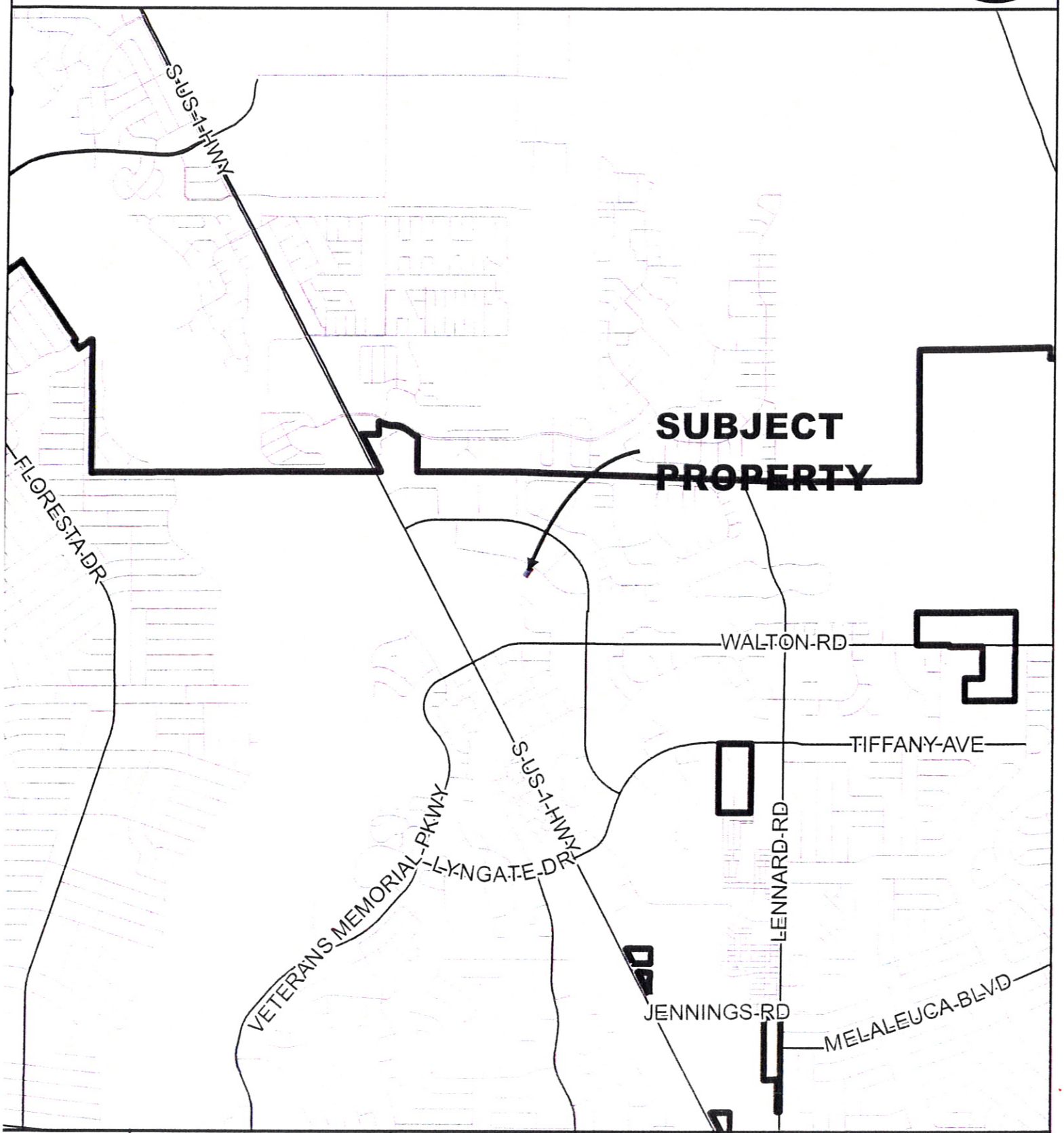
Fire District: The access location (external and internal) has been approved by the Fire District for safety purposes.

Art in Public Places: Projects less than 10,000 square feet that comply with the Citywide Design Standards are exempt from the public art requirement, therefore this is not applicable.

STAFF RECOMMENDATION:

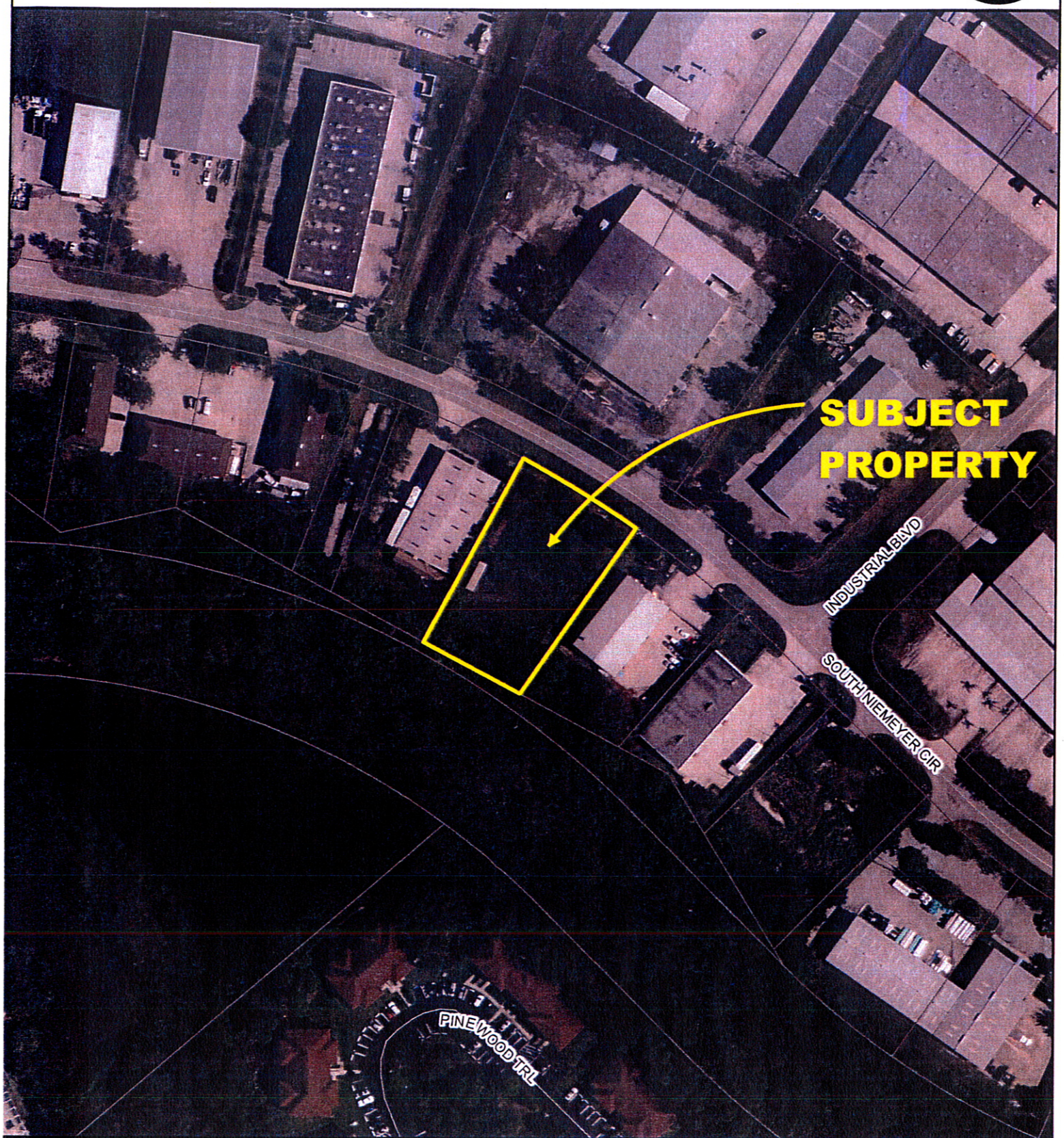
The Planning and Zoning Department staff finds the request to be consistent with the direction and intent of the City's Land Development Regulations and policies of the Comprehensive Plan. The Site Plan Review Committee reviewed the request at their meeting on April 27, 2016 and unanimously recommended approval.

GENERAL LOCATION



CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	SITE PLAN AMERICA'S FINEST CABINETRY UNIT ONE, BLOCK 8, LOT 10, PSL IND. PARK	DATE: 3/1/2016 APPLICATION NUMBER: P16-026 USER: patricias SCALE: 1 in = 0.5 miles	

AERIAL



CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

SITE PLAN

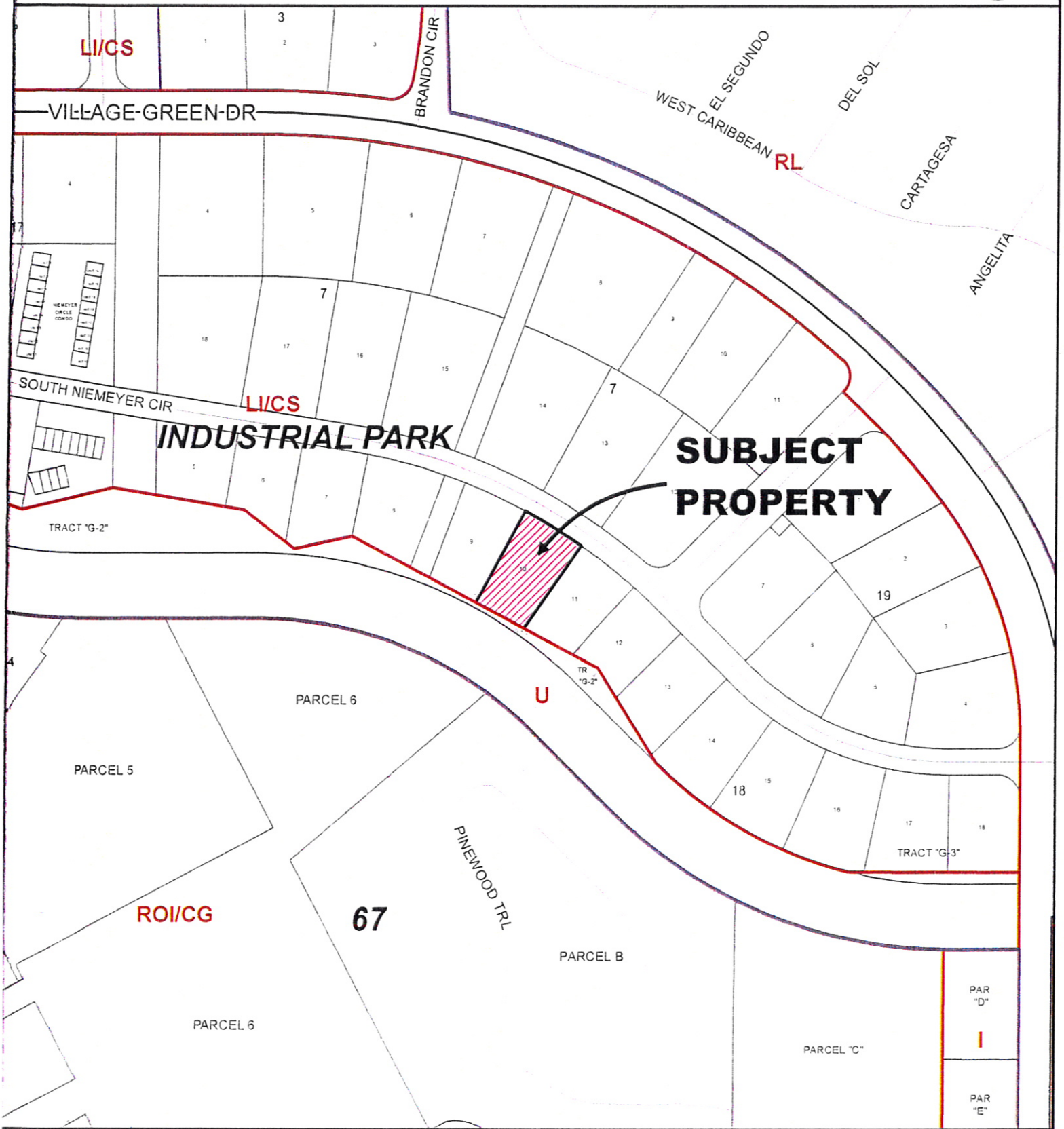
AMERICA'S FINEST CABINETRY

UNIT ONE, BLOCK 8, LOT 10, PSL IND. PARK

AERIAL DATE 2014

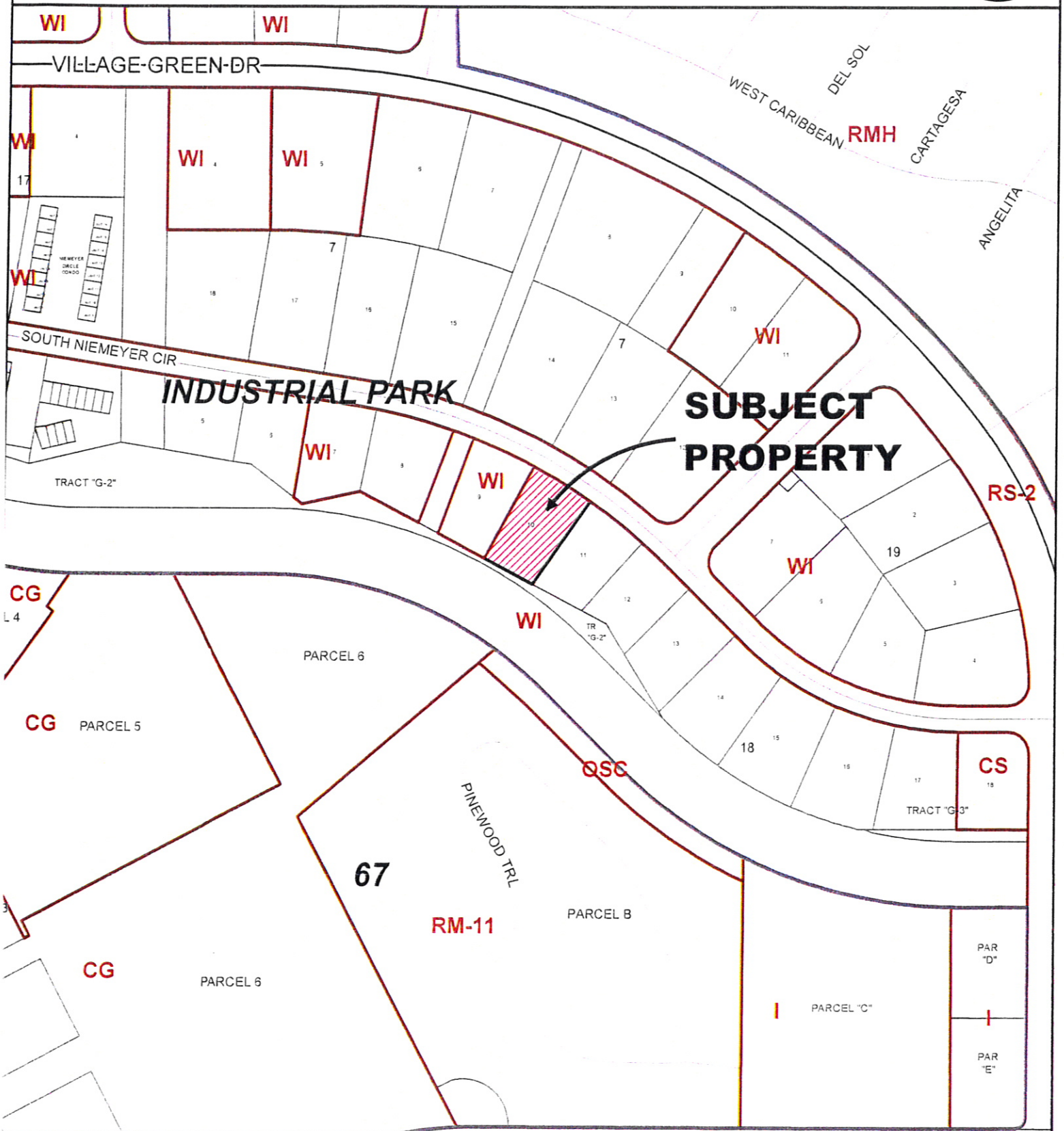
DATE:	3/1/2016
APPLICATION NUMBER:	P16-026
USER:	patricias
SCALE:	1 in = 150 ft

FUTURE LAND USE



CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	SITE PLAN AMERICA'S FINEST CABINETRY UNIT ONE, BLOCK 8, LOT 10, PSL IND. PARK	DATE: 3/1/2016 APPLICATION NUMBER: P16-026 USER: patricias SCALE: 1 in = 300 ft	

EXISTING ZONING



CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

SITE PLAN

AMERICA'S FINEST CABINETRY

UNIT ONE, BLOCK 8, LOT 10, PSL IND. PARK

DATE:	3/1/2016
APPLICATION NUMBER:	P16-026
USER:	patricias
SCALE:	1 in = 300 ft

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. P16-026
Fees (Nonrefundable) $ 2345.6 Arch.: $ 579.89
Receipt #'s: 81699

PRIMARY CONTACT EMAIL ADDRESS: bobbypersad45@gmail.com

PROJECT NAME: America's Finest Cabinetry

LEGAL DESCRIPTION: Port St. Lucie Industrial Park-Unit One First Replat-BLK 18 LOT 10

LOCATION OF PROJECT SITE: 1666 SE S. Niemeyer Circle

PROPERTY TAX I.D. NUMBER: 3435-601-0043-000-3

STATEMENT DESCRIBING IN DETAIL: See attached letter

THE CHARACTER AND INTENDED USE OF THE DEVELOPMENT: Warehouse

GROSS SQ. FT. OF STRUCTURE (S): 8,400
NUMBER OF DWELLING UNITS & DENSITY FOR MULTI-FAMILY PROJECTS:

UTILITIES & SUPPLIER: Sewer/Water-PSL, Power-FPL

GROSS ACREAGE & SQ. FT. OF SITE: 32,900 sqft +/- **ESTIMATED NO. EMPLOYEES:

FUTURE LAND USE DESIGNATION: LI/CS ZONING DISTRICT: WI

OWNER(S) OF PROPERTY:
Name, Address, Telephone & Fax No.:
America's Finest Cabinetry
1562 SE Village Green Drive, Suite 14
Port St. Lucie, FL 34952

APPLICANT OR AGENT OF OWNER:
Name, Address, Telephone & Fax No.:
Daveanand Sankar-Persad
1562 SE Village Green Drive, Suite 14
Port St. Lucie, FL 34952 Phone:

PROJECT ARCHITECT/ENGINEER:
(Firm, Engineer Of Record, Florida Registration No., Contact Person, Address, Phone & Fax No.)
Chris Murphy, P.E.
CivilSurv Design Group, Inc.
Fort Pierce, FL 34950
Phone: 772-323-2244, Cell: 772-233-3178

- 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.

OWNER'S SIGNATURE	DAVEANAND SANKAR PERSAD HAND PRINT NAME	OWNER TITLE	2/17/16 DATE

America's Finest Cabinetry
1562 SE Village Green Drive, Suite 14
Port St. Lucie, FL 34952

February 17, 2016

City of Port St. Lucie
Planning and Zoning Department, Building B
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, FL 34984

Re: Site Plan application for proposed warehouse to be located at SE S 1666 Niemeyer Circle

To Whom It May Concern,

Pursuant to the Site Plan submittal requirements of the City, I am providing this letter to provide a history and purpose of the application.

I am the president of America's Finest Cabinetry (AFC). AFC is the fee simple owner of the project site and we proposed to develop the site for a warehouse building in which my company will engage in the manufacture of cabinets.

The warehouse we proposed to construct will for the foreseeable future be occupied only by AFC. The building is being planned so that in the event our business continues to grow and we need a larger facility, the warehouse we are proposing may be used for other business entities.

Sincerely,
America's Finest Cabinetry

Daveanand Sankar-Persad
President

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4026533 OR BOOK 3703 PAGE 833, Recorded 12/30/2014 at 11:18 i
Doc Tax: $350.00

Instrument Prepared By | Please Return To:
COMMUNITY LAND TITLE & RESEARCH
Attn: Sally J. Booth, V.P., Senior Closing Officer
2400 SE Veterans Memorial Parkway, Suite 214
Port St. Lucie, FL 34952 | Phone (772) 337-3335
Closing File Number: 14-25720C
Florida Documentary Stamps $350.00
Parcel Tax ID: 3435-601-0043-000/3

SPACE ABOVE THIS LINE FOR RECORDING DATA

WARRANTY DEED

COPY

THIS WARRANTY DEED, made the 23rd day of December, 2014 by **Gold Medal Kitchens, Inc, a Florida corporation**, whose address is: 709 SE Evergreen Terrace, Port St. Lucie, FL 34983, *hereinafter called the Grantor*, to **America's Finest Cabinetry, a Florida limited liability company**, whose address is: 1562 SE Village Green Drive, Unit 14, Port St. Lucie, FL 34952, *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)

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, remises, releases, conveys and confirms unto the Grantee all that certain land lying and being in ST. LUCIE County, State of Florida, to wit:**Lot 10, Block 18, FIRST REPLAT IN PORT ST. LUCIE INDUSTRIAL PARK UNIT ONE , according to the Plat thereof, as recorded in Plat Book 23, at Pages 6, 6A through 6D, of the Public Records of St. Lucie County, Florida.**

Property Address: 1666 SE Niemeyer Circle, Port St. Lucie, FL 34952

SUBJECT TO ALL RESTRICTIONS, RESERVATIONS, CONDITIONS, EASEMENTS AND DEDICATIONS OF RECORD AND TAXES FOR THE YEAR 2015 AND THEREAFTER.

TOGETHER, with all 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 and assessments accruing subsequent to 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:

Gold Medal Kitchens, Inc, a Florida corporation

Jacqueline McKenna
1st Witness Signature ↑
Print Witness Name: Jacqueline McKenna

By: David L. McKeever
David L. McKeever, President

Monica L. Cook
2nd Witness Signature ↑
Print Witness Name: Monica L. Cook

COPY

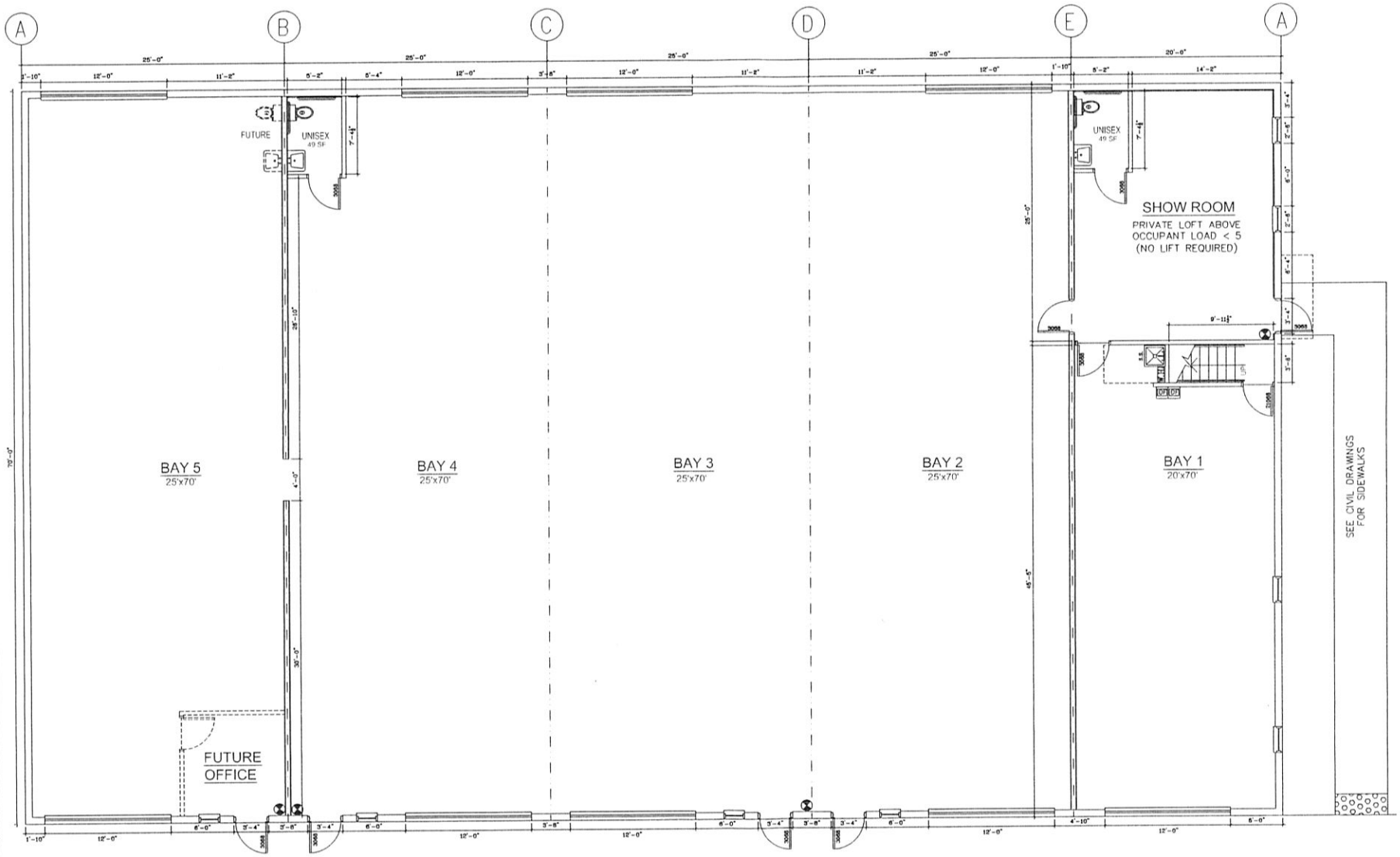
STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 23rd day of December, 2014, by David L. McKeever, who is personally known to me or has produced FL DL as identification.

SEAL

MONICA L. COOK
MY COMMISSION # FF 117674
EXPIRES: April 29, 2018
Bonded Thru Notary Public Underwriters

Monica L. Cook
Notary Signature ↑
Print Notary Name: Monica L. Cook
My Commission Expires:



FLOOR PLAN
8,400 SF

SCALE: 1/4" = 1'-0"

ADVANCED ARCHITECTURE & Planning
(772)631-5709 AA26002523

THESE DRAWINGS CONTAIN ARCHITECTURAL SYMBOLS USED FOR GRAPHIC PURPOSES ONLY. SIZE AND LOCATION MAY VARY TO MEET MANUFACTURER'S SPECIFICATIONS.

DO NOT SCALE DRAWINGS. ANY QUESTIONS ABOUT DIMENSIONS, CONTACT DESIGNER.

AMERICA'S FINEST CABINETRY

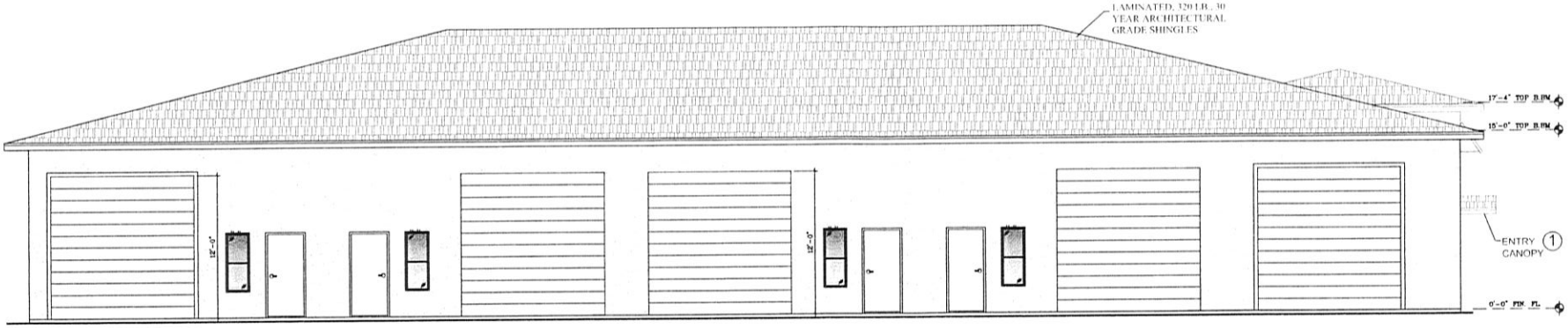
PLANS & ELEVATIONS IN PROGRESS
PROPOSED NEW BUILDING

START DATE:	02.22.16
NO	REVISION/ISSUE	DATE
1	1ST_REVISION	
2	2ND_REVISION	
3	3RD_REVISION	

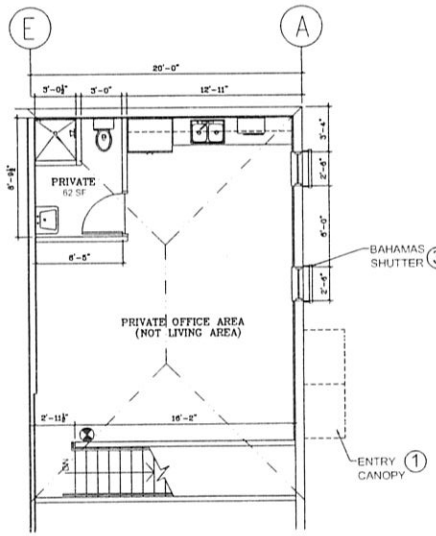
CLIENT:
AMERICA'S FINEST CABINETRY
1666 SE S. SIEMEYER CIRCLE, PSL, FL

03.07.16

A-1



EAST ELEVATION - FRONT
SCALE: 1/4" = 1'-0"



2nd LEVEL OCCUPANT LOAD UNDER 5 & IS FOR PRIVATE USE ONLY. NO LIFT OR ELEVATOR REQUIRED.

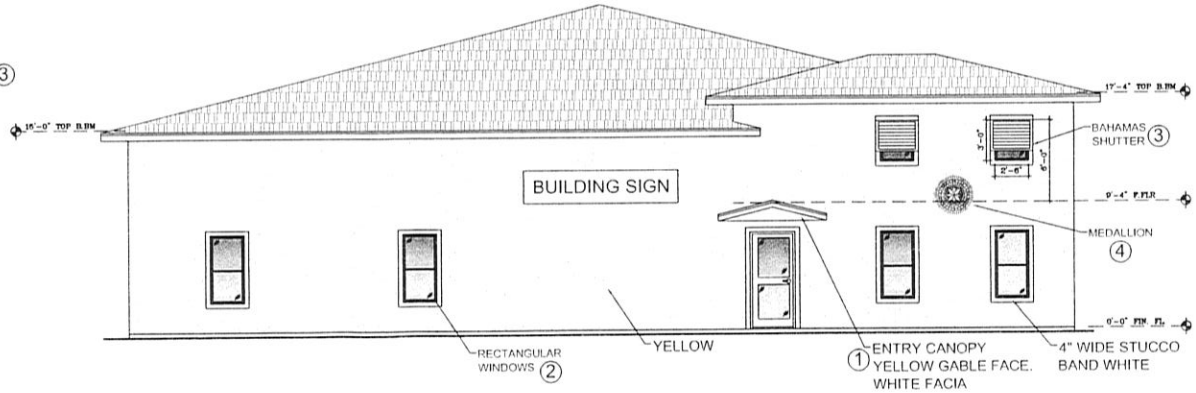
2ND FLOOR PLAN
496 SF SCALE: 1/4" = 1'-0"

ARCHITECTURAL ELEMENTS:

1. CANOPY OVER ENTRY
2. RECTANGULAR WINDOWS:
3. BAHAMAS SHUTTER:
4. MEDALION:

COLORS:

MAIN BASE: SW6375 HONEYCOMB (YELLOW)
ACCENT: SW 7566 WESTHIGHLAND (WHITE)
FASCIA & SOFFIT: SW 7566 WESTHIGHLAND (WHITE)



NORTH ELEVATION - FRONT
SCALE: 1/4" = 1'-0"

ADVANCED ARCHITECTURE & Planning
(772)631-5709 AA26002573

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DO NOT SCALE DRAWINGS ANY QUESTIONS ABOUT DIMENSIONS, CONTACT DESIGNER.

AMERICA'S FINEST CABINETRY

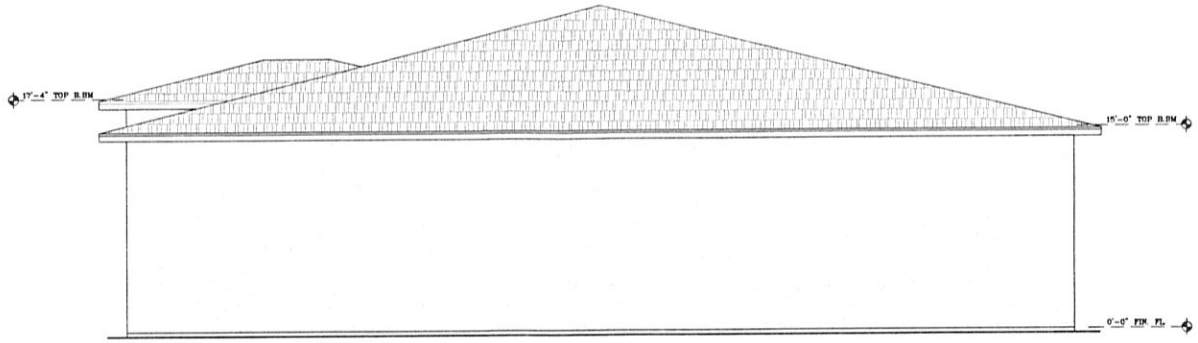
PLANS & ELEVATIONS IN PROGRESS
PROPOSED NEW BUILDING

START DATE:	02.22.16
NO	REVISION/ISSUE	DATE
1	1ST_REVISION	
2	2ND_REVISION	
3	3RD_REVISION	

CLIENT:
AMERICA'S FINEST CABINETRY
1666 SE S. SIEBEVIP CIRCLE, PSL, FL

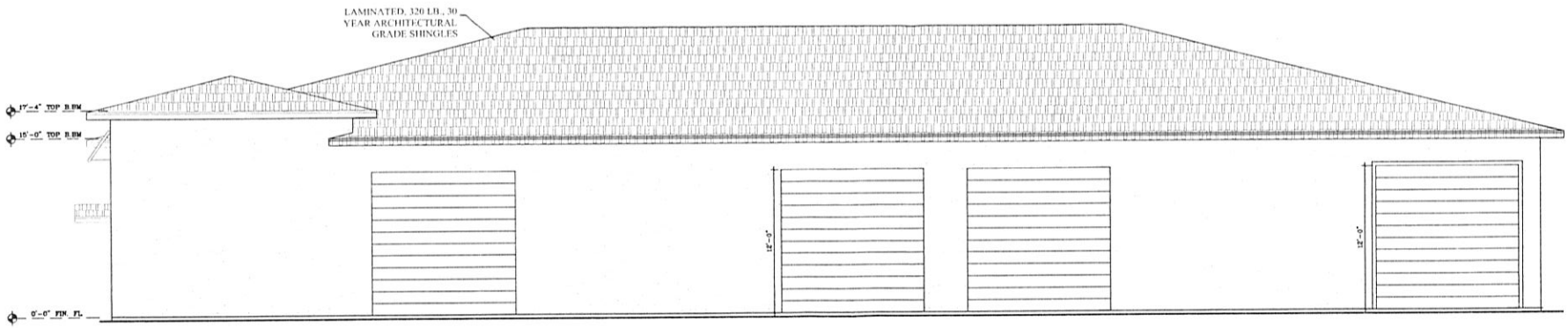
03.07.16

A-2



SOUTH ELEVATION - REAR

SCALE: 1/4" = 1'-0"



WEST ELEVATION - FRONT

SCALE: 1/4" = 1'-0"

ADVANCED ARCHITECTURE & Planning
(772)631-5709 AA26002571

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AMERICA'S FINEST CABINETRY

PLANS & ELEVATIONS IN PROGRESS
PROPOSED NEW BUILDING

START DATE:	02.22.16
NO	REVISION/ISSUE	DATE
1	1ST_REVISION	
2	2ND_REVISION	
3	3RD_REVISION	

CLIENT:
AMERICA'S FINEST CABINETRY
1666 SE S. SIEMEYER CIRCLE, PSL, FL

03.07.16

A-3

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7D
Meeting Date: 5/23/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager

FROM: John Bolduc, Chief of Police

Agenda Item: Motion: Expenditure of Forfeiture Funds

Submittal Date: 5/4/2016

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

BACKGROUND: Fiscal Year 15/16 request #2 to expend Fund #603 – Forfeiture Funds

ANALYSIS: Request to allow the Port St. Lucie Police Department to expend **$11,300** of forfeiture funds in accordance with F.S.S. 932.7055(4) and Federal guidelines. This will be incorporated into the City's budget via the budget amendment process.

FINANCIAL INFORMATION: The summary of the use of funds is as follows: **$6,300** for a PAL boxing ring and **$5,000** to support various Crime Prevention programs such as, CASTLE, Boys & Girls Club, etc.

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: Staff recommends approval of this item.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 5/23/2016

LOCATION OF PROJECT: PAL Building, 2101 S.E. Tiffany Avenue, Port St. Lucie, Florida

ATTACHMENTS: PSL Police Department Forfeiture Request – FY 15/16; Memorandum from Officer Richard Wilson, PAL Executive Director regarding a Request for a Charitable Donation of Forfeiture Funds to PAL; Estimate from Ringside-CSI-Fitness 1st-FG for a new Boxing Ring

RECEIVED

MAY 0 5 2016

CITY MANAGER'S OFFICE

PSL Police Department
Forfeiture Request - FY 1516

5/23/2016

Request # 2

To be placed on City Council Agenda for 5/23/16 meeting for approval.
After Council approves list, it needs to go through Budget Amendment process.

Funded through "603" Forfeiture Funds

Chief's Review	Division	Acct No.	Amount	FDLE Category	Request

Other Forfeiture Requests:

OK	2105	603-2105-5644	$6,300	Crime Prev	LE Workflow Mgmt software - annual maintenance.
OK	2110	603-2110-5490	$5,000	Crime Prev	Add funds to support various crime prevention programs..
		Subtotal	**$11,300**		

GRAND TOTAL	**$11,300**

Amt available from Prior request **$88,494**

Unallocated "603" Balance: **$77,194**

Note, the above list represent requests for non-budgeted items out of the "603" forfeiture fund which are in accordance with Florida State Statute (F.S.S.) 932.7055(4) and Federal guidelines.

bgtamd

Port St. Lucie
Police Athletic/Activities League, Inc.

2101 S.E. Tiffany Avenue • Port St. Lucie, Florida 34952
(772) 398-9436 • Fax (772) 398-2773

Memorandum

To: Chief John Bolduc

From: Officer Richard E. Wilson RW 233 D 197
PSL PAL Executive Director

Through: Chain of Command
Sergeant Rod Dobler
District Support Div. Supervisor
Lieutenant Kacey Donnell
District Support Div. Commander
Mr. Abe Alvarez
Fiscal Management Administrator
Assistant Chief of Police William Vega
Neighborhood Policing Bureau

Date: April 21, 2016
Subject: Request for Charitable Donation of Forfeiture Funds to Police Athletic League.

As you are aware, The Port St. Lucie Police Athletic League, Inc. is a registered 501c3 non-profit corporation whose mission is the reduction of juvenile crime and delinquency. With our mission of crime prevention and being a registered charity we are eligible to receive a charitable donation from forfeiture funds obtained under applicable Federal and State statutes. The Port St. Lucie Police Athletic League endeavors to accomplish its mission through numerous organized and structured programs for youth in the area. It is on behalf of these programs and the youth served by them that I would respectfully make a request for a charitable donation in support of one of our major programs.

The PAL boxing program has been our anchor program since our PAL began over 20 years ago and has also served hundreds of youth during that time. This program is in need of replacing the boxing ring which has been used since the beginning of the program and although serviceable it is very old. In addition, the ring itself is very large being 22' x 22' in dimension and as the PAL has grown in activities and numbers this has caused a crowding with our facility. Coach Corbett has identified a new 18' replacement ring of smaller dimensions that would meet his needs and the needs for space within our facility. This ring is available from Ringside Equipment for the amount of $6268.72. This figure includes the shipping fee. See attached written quote from Ringside-CSI- Fitness. I make this request of a charitable donation to cover this purchase due to the fact that it is beyond our budgetary capability at this time. Additional information is also available on this item upon request. I would like to thank you for taking the time to consider these requests.

THIS IS NOT AN INVOICE

Ringside-CSI-Fitness1st-FG
15850 W 108th St
Lenexa, KS 66219
877-426-9464

Date Printed
04/04/2016

Order #: 1723697

Shipping Method:	TRK
Catalog:	IN
Sales ID:	DJC
PO #:	
Terms:	

Bill To (61224)
Port St Lucie Pal***
Rich Wilson
2101 SE Tiffany Ave

Port St Lucie, FL 34952-7528

Ship To (61224)
Port St Lucie Pal***
Rich Wilson
2101 SE Tiffany Ave

Port St Lucie, FL 34952-7528

Qty	B/O	Item #	Description	Unit Price	Disc	Extension
1	0	RING2 18	Ringside Drop & Lock Competition Boxing... 18'	$4999.99	0	$4999.99
1	0	RSP	RING STOOLS-PAIR	$0.00	0	$0.00
2	0	RB	RING BUCKET	$0.00	0	$0.00
1	0	RRS 3	Ringside Ring Rope Spacers (set of 8) Ringside logo	$0.00	0	$0.00
1	0	FRAME2 18	Drop & Lock Frame & Poles (only) 18'	$0.00	0	$0.00
1	0	CC 6	Ringside Corner Cushions W/ Ringside Lo... 1 red, 1 blue, 2 white	$0.00	0	$0.00
2	0	MRS	METAL RING STAIRS-DPR	$0.00	0	$0.00
1	0	RPAD 18	++RING PADDING 18' p90	$0.00	0	$0.00
16	0	BRR	*ROPE RETAINING RING p91	$0.00	0	$0.00
4	0	RR 18FT	RING ROPE p91 18 ft.	$0.00	0	$0.00
16	0	RCL	ROPE CLAMP S	$0.00	0	$0.00
16	0	SSR 2	*TURNBUCKLE RED PG 93	$0.00	0	$0.00
1	0	SSR C2	Ringside Turnbuckle Covers - Set	$0.00	0	$0.00
4	0	RRC1 RWB 18FT	Ringside Vinyl Rope Covers --pkg 2 red ...	$0.00	0	$0.00
1	0	CRS 2 BLACK18FT	Ringside Vinyl Ringskirt 18 feet (3 ft setting)	$0.00	0	$0.00
1	0	PALLET2	Pallet, 144" X 48", Untreated	$0.00	0	$0.00
1	0	PALLET3	PALLET, 96" X 48", UNTREATED	$0.00	0	$0.00

1	0	RCC VELCRO18 BLACK	Canvas Ring Cover with Hook and Loop	$0.00	0	$0.00
19	0	PLYWOOD	PLYWOOD, 4' x 8' x 3/4", TONGUE & GROOV...	$0.00	0	$0.00

Invoiced Merchandise Total:	$0.00
Backordered Merchandise Total:	4999.99
Tax:	0.00
Shipping & Handling:	$1268.73
Order Total:	$6268.72

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7E
Meeting Date: 5/23/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager
Daniel Holbrook, Assistant City Manager
Bridget Kean, Director Community Redevelopment Agency

FROM: Cheryl Shanaberger- Director-Procurement Management Department

Agenda Item: Motion: E-RFP # 20160056 – Riverwalk and Westmoreland Park Design Plan

Submittal Date: 5/12/2016

STRATEGIC PLAN LINK: Vision 2030, Principal J, St. Lucie River- A Natural Florida Experience, "Boardwalk along the river connecting various destinations, including Westmoreland."

BACKGROUND: The City of Port St. Lucie (City) requires Professional Design, Engineering, Permitting, and Surveying Services for the expansion of a Riverwalk boardwalk along the North Fork of the St. Lucie River and development of two City owned parcels adjacent to the river. The existing Riverwalk boardwalk is located at Veteran's Park at Rivergate off of Veterans Memorial Parkway and extends approximately 2,500 linear feet along the river. The City would like to extend the existing boardwalk south to connect the boardwalk to ± 43 acres of City owned land on Westmoreland Boulevard. The 43 acres on Westmoreland Blvd. is divided into three tracts as follows: a 20 acre botanical gardens to the north, a ten (10) acre vacant tract in the center, and a thirteen (13) acre conservation tract to the south. This proposal is for the development of the ten (10) acre middle parcel and thirteen (13) acre conservation tract. A conceptual plan for the ten (10) acre middle parcel was prepared by the American Institute of Architects Treasure Coast Chapter and approved by the City Council. It depicts a recreation component, a historic component, waterfront dining, floating dock, and public restroom facilities as parts of a phased development. The thirteen (13) acre conservation tract is subject to the Westmoreland River Park Management Plan. The management plan allows for

a wetland crossing to access the property, a nature trail, river overlook, and interpretive signage. The requested services should result in design and engineering plans for the extension of the boardwalk and site and construction plans for the ten acre middle tract and the thirteen acre conservation tract. A Request for Proposal was advertised for professional services via Demandstar on March 21, 2016, with a proposal due date of April 26, 2016. During the advertisement period, one thousand three hundred (1300) suppliers were notified, fifty-five (55) of those downloaded plans and eight (8) submitted proposals. On May 5, 2016, the Procurement Department held a public meeting where the committee members met to review and discuss their individual scores. After a brief discussion regarding the points, the committee members chose to keep their individual scores as the group scores. The committee voted to conduct interviews with the three (3) top scored firms- Culpepper & Terpening, Inc., CAPTEC Engineering Inc., and Dredging & Marine Consultants. The evaluation committee held questions and answers with these three (3) firms on May 11, 2016 starting at 1:00 p.m. (Explanation and history of what took place and why)

ANALYSIS: The Question and Answer discussion was based on three (3) questions and scored on a point scale of 0-5 for each question. The committee scored and ranked the firms as follows: (1) Culpepper & Terpening, Inc. – 43, (2) CAPTEC Engineering Inc. - 40, and (3) Dredging & Marine Consultants - 31. The committee stated that the detailed responses provided by Culpepper & Terpening Inc. and their overall knowledge of this project gave them an edge over the other firms.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: Reviewed by Ella Gilbert on 3/28/16 and approved as to form.

STAFF RECOMMENDATION: Approve firms shortlisted by the evaluation committee as follows: # (1) Culpepper & Terpening Inc., (2) CAPTEC Engineering Inc. (3) Dredging & Marine Consultants and start negotiation with Culpepper & Terpening Inc., as the # 1 scored and ranked firm. If City personnel are unable to negotiate a contract with the # 1 firm, approve to continue the process and negotiate with the next ranked firm until an acceptable agreement is reached.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 5/23/2016

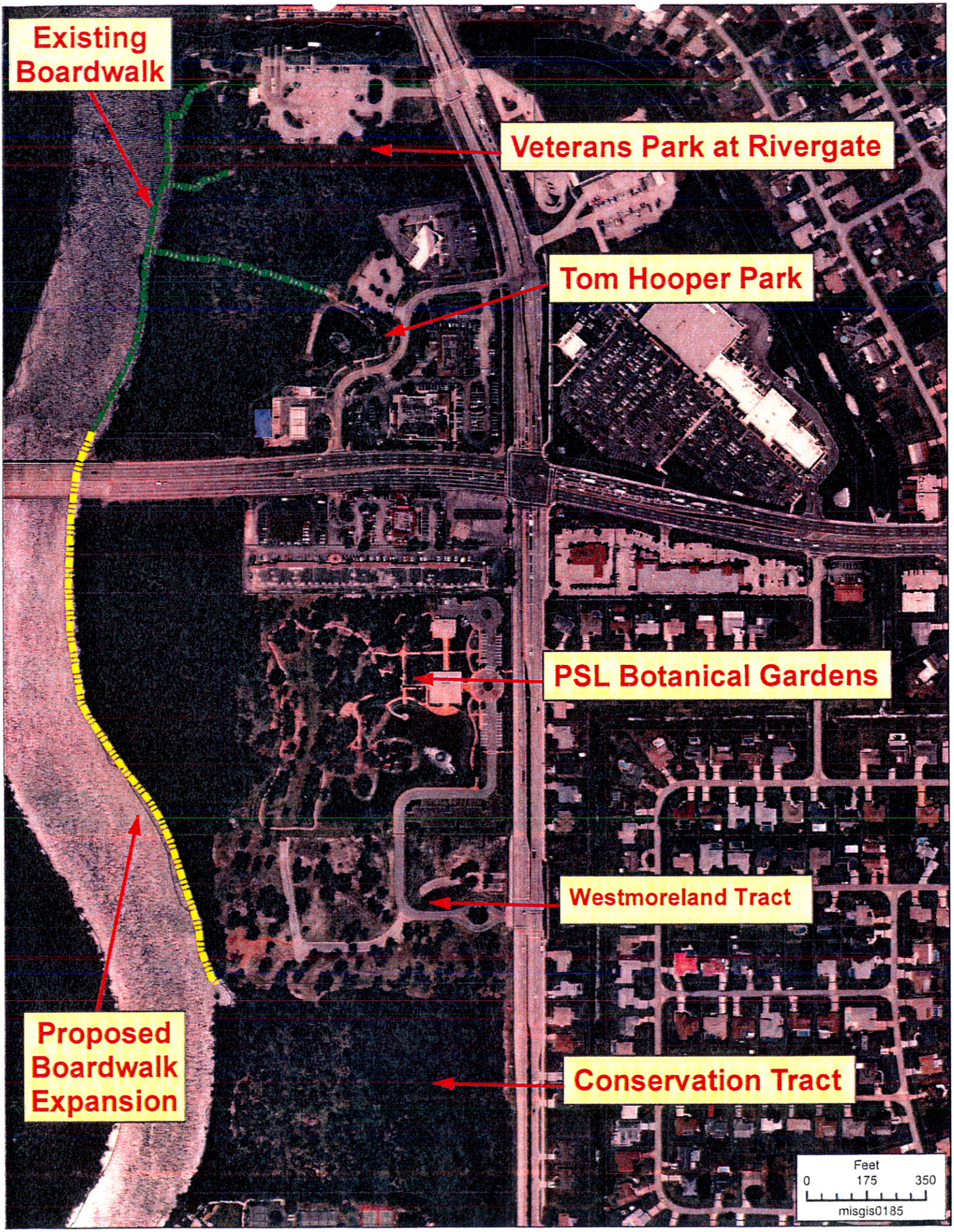
LOCATION OF PROJECT: Map attached

ATTACHMENTS: Project Location Map, (Audio from both meetings included in cd format), Evaluation and Q&A Individual/Group Score Totals, copies of winning firm

Bid response, Solicitation request, Notice, RFP documents, Bid Opening Sheet, Bid Tab, Bid Details, Evaluation & Q&A Attendance sheets, Evaluation Guidelines, Participation Agreements, Individual Evaluator Scores, Unsuccessful firms' Bid responses

*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
MAY 16 2016
CITY MANAGER'S OFFICE


Existing Boardwalk
Veterans Park at Rivergate
Tom Hooper Park
PSL Botanical Gardens
Westmoreland Tract
Proposed Boardwalk Expansion
Conservation Tract
Feet
0
175
350
misgis0185

20160056 Riverwal Master Plan
COMMITTEE SCORES Q and A

Points are 0-5 for each question				
CAPTEC Engineering Inc.	BK	Brad	HS	Total
1. Are there alternative decking materials for the boardwalk available that provide benefits that the environmental agencies may favor?	5	4	4	
2. What would your firm suggest in the design that would reduce maintenance, vandalism and property damage throughout the entire project?	5	5	4	
3. What features would your firm propose for each component of the project that will help to make the area an attractive riverfront designation?	5	4	4	
Total	15	13	12	**40**
Ranking				

Dredging & Marine Consultants	BK	Brad	HS	Total
1. Are there alternative decking materials for the boardwalk available that provide benefits that the environmental agencies may favor?	4	3	5	
2. What would your firm suggest in the design that would reduce maintenance, vandalism and property damage throughout the entire project?	3	3	3	
3. What features would your firm propose for each component of the project that will help to make the area an attractive riverfront designation?	4	3	3	
Total	11	9	11	**31**
Ranking				

Culpepper & Terpening Inc.	BK	Brad	HS	Total
1. Are there alternative decking materials for the boardwalk available that provide benefits that the environmental agencies may favor?	5	5	4	
2. What would your firm suggest in the design that would reduce maintenance, vandalism and property damage throughout the entire project?	5	4	5	
3. What features would your firm propose for each component of the project that will help to make the area an attractive riverfront designation?	5	5	5	
Total	15	14	14	**43**
Ranking				

	Scores		
CAPTEC Engineering Inc.	40		2
Dredging & Marine Consultants	31		3
Culpepper & Terpening Inc.	43		1

20160056 Riverwalk Master Plan

INDIVIDUAL COMMITEE SCORES

CAPTEC Engineering Inc.		BK		Brad K		HS		Total
Criterion	WTG							
A. Location	1	9	9	9	9	9	9	
B. Minority Business	1	0	0	0	0	0	0	
C. Assigned Staff (Ques 5)	10	5	50	5	50	3	30	
D. Company Experience (4, 6 & 7)	8	5	40	5	40	4	32	
Total			99		99		71	269
Ranking			**1**		**1**		**3**	

Culpepper & Terpening Inc.		BK		Brad K		HS		Total
Criterion	WTG							
A. Location	1	9	9	9	9	9	9	
B. Minority Business	1	0	0	0	0	0	0	
C. Assigned Staff (Ques 5)	10	5	50	5	50	4	40	
D. Company Experience (4, 6 & 7)	8	4	32	5	40	4	32	
Total			91		99		81	271
Ranking			**2**		**1**		**1**	

Dredging & Marine Consultants		BK		Brad K		HS		Total
Criterion	WTG							
A. Location	1	9	9	9	9	9	9	
B. Minority Business	1	1	1	1	1	1	1	
C. Assigned Staff (Ques 5)	10	4	40	4	40	2	20	
D. Company Experience (4, 6 & 7)	8	3	24	5	40	4	32	
Total			74		90		62	226
Ranking			**3**		**2**		**4**	

Giangrande Engineering & Planning		BK		Brad K		HS		Total
Criterion	WTG							
A. Location	1	9	9	9	9	9	9	
B. Minority Business	1	0	0	0	0	0	0	
C. Assigned Staff (Ques 5)	10	3	30	3	30	4	40	
D. Company Experience (4, 6 & 7)	8	3	24	4	32	3	24	
Total			63		71		73	207
Ranking			5		4		2	

Knight, McGuire & Associates, Inc.		BK		Brad K		HS		Total
Criterion	WTG							
A. Location	1	9	9	9	9	9	9	
B. Minority Business	1	0	0	0	0	0	0	
C. Assigned Staff (Ques 5)	10	3	30	3	30	1	10	
D. Company Experience (4, 6 & 7)	8	3	24	3	24	1	8	
Total			63		63		27	153
Ranking			5		3		7	

20160056 Riverwalk Master Plan
INDIVIDUAL COMMITEE SCORES

MBV Engineering Inc.		BK		Brad K		HS		Total
Criterion	WTG							
A. Location	1	9	9	9	9	9	9	
B. Minority Business	1	0	0	0	0	0	0	
C. Assigned Staff (Ques 5)	10	4	40	3	30	3	30	
D. Company Experience (4, 6 & 7)	8	2	16	2	16	2	16	
Total			65		55		55	175
Ranking			4		5		5	

Miller Legg		BK		Brad K		HS		Total
Criterion	WTG							
A. Location	1	9	9	9	9	9	9	
B. Minority Business	1	0	0	0	0	0	0	
C. Assigned Staff (Ques 5)	10	3	30	3	30	4	40	
D. Company Experience (4, 6 & 7)	8	3	24	4	32	3	24	
Total			63		71		73	207
Ranking			5		4		2	

Raul Ocampo & Associates, LLC		BK		Brad K		HS		Total
Criterion	WTG							
A. Location	1	9	9	9	9	9	9	
B. Minority Business	1	0	0	0	0	0	0	
C. Assigned Staff (Ques 5)	10	3	30	3	30	2	20	
D. Company Experience (4, 6 & 7)	8	3	24	2	16	2	16	
Total			63		55		45	163
Ranking			5		6		6	

	Scores				
CAPTEC Engineering Inc.	**269**		**1**	**1**	**3**
Culpepper & Terpening Inc.	**271**		**2**	**1**	**1**
Dredging & Marine Consultants	**226**		**3**	**2**	**4**
Giangrande Engineering & Planning	207		5	4	2
Knight, McGuire & Associates, Inc.	153		5	3	7
MBV Engineering Inc.	175		4	5	5
Miller Legg	207		5	4	2
Raul Ocampo & Associates, LLC	163		5	6	6

The committee agreed to keep tie individual scores as the group scores.

The committee agreed to have Q & A with the following firms.

CAPTEC Engineering Inc., on May 11, 2016 at 1:00 P.M.

Dredging & Marine Consultants, on May 11, 2016 at 1:30 P.M.

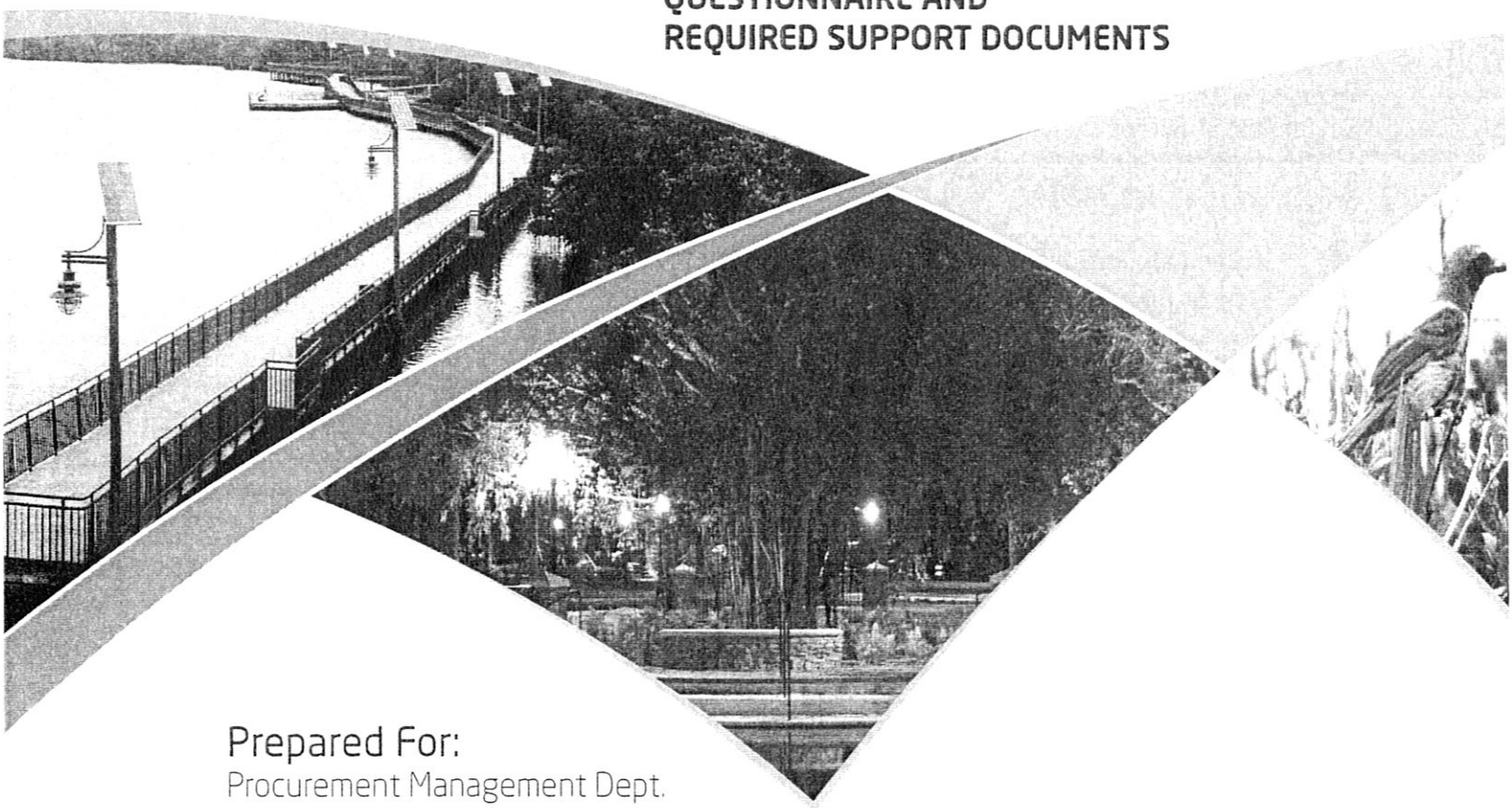
Culpepper & Terpening Inc., on May 11, 2016 at 2:00 P.M.

"A City for All Ages"

CITY OF PORT ST. LUCIE
RIVERWALK AND WESTMORELAND PARK DESIGN PLAN

Sealed Electronic Proposal #2016-0056 (E-RFP)

FILE #1
QUESTIONNAIRE AND REQUIRED SUPPORT DOCUMENTS



Prepared For:
Procurement Management Dept.
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099

Prepared By:

CULPEPPER & TERPENING, INC
Consulting Engineering | Land Surveyors

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS

April 26, 2016 | 2:00 pm CT File No. 16-031

CULPEPPER & TERPENING, INC

CONSULTING ENGINEERS | LAND SURVEYORS

VIA: E Bid | CT Project No.: 16-031
Sender's Email: smatthes@ct-eng.com

April 26, 2016

Ms. Cheryl Shanaberger
Procurement Management Department
City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984

RE: Riverwalk and Westmoreland Park Design Plan
City of Port St. Lucie Contract # 2016-0056

Dear Ms. Shanaberger:

On behalf of Culpepper & Terpening, Inc., I am pleased to present to you our sealed electronic submittal of the completed Questionnaire for the Riverwalk and Westmoreland Park Design Plan project. Culpepper & Terpening, Inc. (C&T), has assembled a project team that is uniquely qualified to meet the specific needs of the project. Our team, which is comprised of Hobe South Environmental Consultants; Lucido & Associates; Edlund, Dritenbas, Binkley Architects & Associates, PA; and Ardaman & Associates, has successfully completed all aspects of the work associated with the Riverwalk and Westmoreland Park Design Plan.

Our team has specific knowledge of the proposed project and has previously taken part in the following aspects of the requested scope of work associated with this project:

- Preliminary design of the proposed 2,500 LF of boardwalk extension;
- Master Plan Design of current Botanical Gardens;
- Conceptual design of the Middle tract; and
- Environmental review of the 13 acre Conservation tract.

Additionally, our team successfully completed the following projects which comprise the very same design and permitting components as the requested scope of services for the Riverwalk and Westmoreland Park Design Plan:

- Riverwalk Park Boardwalk (Phase I & II)
- Stuart Memorial Park
- River Park Marina

Given all of the above, the Culpepper & Terpening, Inc., team is uniquely qualified to provide the entire extent of the services being required by the City for the Riverwalk and Westmoreland Park Design Plan and stand ready to assist the City with this unique and special recreation project located within the Core of the City.

Sincerely,

CULPEPPER & TERPENING, INC.

Stefan K. Matthes, PE
Senior Vice President

Table of Contents

TAB #	QUESTIONNAIRE AND REQUIRED SUPPORT DOCUMENTS	PAGE NUMBER
1.	Firm's office address and contact person for this project	1-6
2.	Is your firms a Certified Minority Business.	1-6
3.	Number Of Staff That Live In The Treasure Coast Area?	1-6
4.	How Many Years Has Your firm Been in Business	1-6
5.	List all proposed personnel assigned to this project	1-7
6.	List Projects, Awarded In The Past 5 Years That Were Similar To This Project	1-11
7.	Has Your Firm Failed To Complete, Defaulted or had a Contract Canceled or Terminated?	1-12
8.	Certification	1-12
9.	Addendum Acknowledgment	1-12
10.	Form W-9	1-14
11.	Certificate of Insurance	1-15
12a.	Licenses	1-17
12b.	Sub-Consultant - Licenses	1-27
13.	Drug Free Certification	1-43
14.	Checklist	1-48

TAB #	SF 330 DOCUMENTS	
1	PART I - Contract-Specific Qualifications	2-2
2	PART II - General Qualifications	2-24

PART A
QUESTIONNAIRE

E-BID #2016-0056
RIVERWALK AND WESTMORELAND PARK DESIGN

It is understood and agreed that the following information is to be used by the City of Port St. Lucie to determine the qualifications of personnel and firm as presented in this document. The Proposer waives any claim against the City that might arise with respect to any decision concerning the qualifications of the Proposer or the personnel of the Proposer.

The undersigned attests to the truth and accuracy of all statements made on this questionnaire. Also, the undersigned hereby authorizes any public official, Engineer, Surety, bank material or equipment manufacturer or distributor, or any person, firm or corporation to furnish the City of Port St. Lucie any pertinent information requested by the City deemed necessary to verify the information on this questionnaire.

Dated this 26th day of April, 2016

Culpepper & Terpening, Inc.

Name of Organization / Proposer

1. Where is your assigned staff's office located for this project, including address, telephone, fax number, e-mail address and contact person?

The primary office for this project will be:

Culpepper & Terpening, Inc.
2980 S. 25th Street
Ft. Pierce, FL 34981

(772) 464-3537
(772) 464-9497
bterpening@ct-eng.com

Contact staff for this project will be (in order of priority) found in the table below.

Staff Name	Title	Contact Number	e-mail
	PRIMARY CONTACTS:		
James P. Terpening, PE	President	772-464-3537 (office)	bterpening@ct-eng.com
Stefan K. Matthes, PE	Sr. Vice President/ Dir. Municpal Support Svcs.	772-464-3537 (office)	smatthes@ct-eng.com

2. Is your firm a Certified Minority Business

NO

3. Number of staff that live in the Treasure Coast Area?

35

4. How many years has your firm been in business?

38

5. List all proposed personnel, assigned to this project, including title, certifications, and years of experience applicable to this project scope.

COMPANY NAME: **Culpepper and Terpening, Inc.**

Firm Staff/ Geotechnical Staff/ Subconsultants	Title	Yrs. of Exp.	Type of License	Type of Certification	Other
J.P. "Butch" Terpening, PE	Principal	39	Professional Engineer: State of Florida Registration No.: 24276	• LAP Training, EEO, DBE & Payroll; • Building Information Modeling (BIM)	• FES; • American Society of Civil Engineers; • National Professional Engineers Society • American Water Works Association.
Stefan K. Matthes, PE Culpepper and Terpening, Inc.	Project Engineer (Sr. Vice President)	34	Professional Engineer: State of Florida Registration No.: 38723	• LAP Training, EEO, DBE & Payroll; • FDOT Adv Work Zone Traffic Control Certified; • DPFA certified (Design Pedestrian Facilities for Accessibility) 2015; • FDOT ADA Roadway Design Course, 2103 (Roundabout Design); • FDEP Stormwater Certified,	• Institute of Transportation Engineers; • Florida Engineering Society; • American Society of Civil Engineers;
Patrick Ferland, PE Culpepper and Terpening, Inc.	Project Engineer	38	Professional Engineer: State of Florida Registration No.: 33125	• NPDES Stormwater Inspector; • OSHA Safety Inspector Certification; • FDOT Project Management • Jessica Lunsford - Level 2 Screening Certified;	• Florida Engineering Society; • American Society of Civil Engineers;
Josh Killian, EI Culpepper and Terpening, Inc.	Project Engineer	3	Engineering Intern	• Advanced Streamline Technologies ICPR Training; • FDOT Pedestrian Facilities for Accessibility (DPFA) trained 2015; • FDOT Adv Work Zone Traffic Control Certified; • SFWMD SWERP & e-permitting trained 2015; • McTrans Highway Capacity Workshop (standard & Roundabout design) 2015;	• FDOT Generalized Service Volumes Workshop 2014; • AutoCadd Civil 3D FDOT Kit 2014;

5. List all proposed personnel assigned to this project, (including all subconsultants) to include title, certifications, and years of experience relevant to this project scope. (CEI & GEO).

COMPANY NAME: Culpepper and Terpening, Inc.

Firm Staff/ Geotechnical Staff/ Subconsultants	Title	Yrs. of Exp.	Type of License	Type of Certification	Other
Lisa Gayle-Holness, EI Culpepper and Terpening, Inc.	Project Engineer	11	Engineering Intern	• Advanced Streamilne Technologies ICPR Training, 2015; • FDOT Civil 3D Corridor Modeling Training 2015; • AutoCadd Civil 3D FDOT Kit 2014;	
Thomas P. Kiernan, PSM Culpepper and Terpening, Inc.	Senior Land Surveyor	28	Professional Surveyor and Mapper; State of Florida Reg. No.: 6199	• FDOT Certified Maintenance of Traffic; • FDOT GPS Network Analysis FDOT Certified in Survey Groups 8.1; 8.2 and 8.4;	
Robert N. Johnson, PSM Culpepper and Terpening, Inc.	Land Surveyor	16	Professional Surveyor and Mapper; State of Florida Reg. No.: 6540	• FDOT Adv Work Zone Traffic Control Certified; • Qualified Stormwater Mgt Inspector; • Utility Designate Training 2014; • FSMS Retracement Camp 2014; • SFWMD DBHYDRO seminar 2014;	

COMPANY NAME: Lucido & Associates

Firm Staff/ Geotechnical Staff/ Subconsultants	Title	Yrs. of Exp.	Type of License	Type of Certification	Other
Thomas Lucido, RLA, ASLA Lucido & Associates	Landscape Architect	30	FL Reg. Landscape Arch. License No. LA0001018	• American Society Landscape Architects	
Steven Garrett, RLA, ASLA Lucido & Associates	Landscape Architect	25	FL Reg. Landscape Arch. License No. LA6667144	• American Society Landscape Architects	

5. List all proposed personnel assigned to this project, (including all subconsultants) to include title, certifications, and years of experience relevant to this project scope. (CEI & GEO).

COMPANY NAME: Edlund, Dritenbas, Binkley Architects & Associates, PA

Firm Staff/ Geotechnical Staff/ Subconsultants	Title	Yrs. of Exp.	Type of License	Type of Certification	Other
Paul Dritenbas, AIA, NCARB, LEED AP Edlund, Dritenbas, Binkley Architects & Associates, PA	Architect	44	FL Licensed Architect - License No. AR #9308	• NCARB Certificate Holder #34332	

COMPANY NAME: Hobe Sound Environmental Consultants

Firm Staff/ Geotechnical Staff/ Subconsultants	Title	Yrs. of Exp.	Type of License	Type of Certification	Other
Bob L. Weigt Hobe Sound Environmental Consultants	Principal	40	Registered Environmental Property Assessor, License #REPA 557;	• Florida Certified Environmental Assessor, License #CFEA 118; • Professional Association of Diving Instructors (PADI), Instructor's Certificate #641; • Authorized Gopher Tortoise Agent, Permit #GTA-09-00153C • Hydric Soils Certificate; • Wetland Soils & Hydrology Certificate; • Disturbed and Problem Areas Certificate;	• Python Challenge Training Certificate
Freda R. Posin Hobe Sound Environmental Consultants	Prof. Wetland Scientist	30		• Authorized Gopher Tortoise Agent Assistant, Permit #GTA-09-00153C; • Wetland Identification and Delineation Certificate	• Published: Scrub Species Patterns on the Atlantic Coastal Ridge, Florida, Daniel F Austin, Freda R Posin and James N. Burch, Journal of Coastal Research, Vol 3 no 4 (Autumn 1987), pp. 491-498;

5. List all proposed personnel assigned to this project, (including all subconsultants) to include title, certifications, and years of experience relevant to this project scope. (CEI & GEO).

COMPANY NAME: **Edlund, Dritenbas, Binkley Architects & Associates, PA**

Firm Staff/ Geotechnical Staff/ Subconsultants	Title	Yrs. of Exp.	Type of License	Type of Certification	Other
Dan Zrallack, PE Ardaman & Associates	Senior Engineer	19	Professional Engineer Florida License #63911		
Zan Bates, P.E. Ardaman & Associates	Sr. Geological Engineer	24	Professional Engineer Florida License #49917	• CTQP Pile Driving	
Roberto Balbis, P.E. Ardaman & Associates	Sr. Consultant	43	Professional Engineer Florida License #15832	• Special Inspector (Threshold Bldg.) • Florida License #0013	
Roxanne Gause, P.E. Ardaman & Associates	Asbestos Consultant	23	Professional Engineer Florida License #53261	• Asbestos Consultant • Florida License #00046	
Thomas Cahill Ardaman & Associates	Sr. Technician	10		• Nuclear Density Gauge • ACI Field Testing Tech.	
William Cornelius Ardaman & Associates	Sr. Technician	8		• Nuclear Density Gauge • ACI Field Testing Tech. • CTQP Earthwork I • CTQP Concrete Testing	
Angel Rivera Ardaman & Associates	Sr. Technician	10		• Nuclear Density Gauge • ACI Field Testing Tech. • CTQP Earthwork I & II • CTQP Concrete Testing	

6. List improvement projects, or similar type projects, awarded by other government agencies, to your firm in the past 5 years that were similar to size, and scope of this project.

Project	Date of Award	Responsibility	Is Work Completed	Amount of Contract
Ft. Pierce Jetty Park	2011	Design/ Permitting / Survey	Yes	71,460
Ft. Pierce Inlet Linear Park	2011	Design/ Permitting / Survey/ Construction Inspection	Yes	38,810
Stuart Memorial Park	2009	Design/ Permitting / Survey/ Construction Inspection	Yes	197,182
SR A-1-A Gateway Improvements	2013	Design/ Permitting / Survey	Yes	34,860
Pepper Park Boardwalk Replacement	2014	Design/ Permitting / Survey/ Construction Inspection	No	65,045
North Causeway Boat Ramp Replacement	2013	Design/ Permitting / Survey/ Construction Inspection	No	47,770
Centennial Park (Okeechobee)	2015	Design/ Permitting / Survey/ Construction Inspection	No	57,360
				509,487

7. Has your firm failed to complete any contract work awarded? Defaulted on a contract or had a contract canceled or terminated? If so, When and Why?

No, Culpepper and Terpening has not "failed to complete" any contract awarded to it by a public entity. Culpepper and Terpening has not defaulted on any contract awarded to it by a public entity. Culpepper and Terpening has had contracts with both public and private clients canceled or terminated, for any number of reasons including but not limited to; change in project scope, loss of project funding, change of conditions and simply a desire by the contracting party not to proceed with the project for undefined reasons.

8. Certification

This E-RFP is submitted by: **Name (print)** **Stefan K. Matthes** who is an officer of the above firm duly authorized to sign proposals and enter into contracts. I certify that this E-RFP is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to comply with all requirements stated in the specifications for this E-RFP, and to accept the City's Contract in its entirety

I agree to abide by all conditions of this E-RFP.

Authorized By: ..... Senior Vice President

(sign) (Title)

9. Addendum Acknowledgment

Proposer acknowledges that the following addenda have been received and are included in his/her proposal.

Addendum Number	Date Issued
1	04/13/16
n/a	
n/a	

BID ADDENDUM # 1
BID # 20160056
Addendum Date: April 13, 2016

Bid Name: Riverwalk Design Plan

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

Advertisement with Onvia DemandStar	Monday, March 21, 2016
Proposal Due	Tuesday, April 26 @ 2:00:00 p.m. EST
Evaluation Committee*	May 5, 2016 @ 3:00 p.m.
Q & A**	May 11, 2016 @ 1:00 p.m. – 5:00 p.m.
Tentative City Council Short List Approval	May 23, 2016
Tentative Negotiations	June 1, 2016 @ 3:00 p.m.
Tentative City Council Contract Approval	June 13, 2016

NOTE: The bid opening date remains the same.

Instructions to Bidder:

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

10. Form W-9

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Culpepper & Terpening, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
2980 South 25th Street

Requester's name and address (optional)

6 City, state, and ZIP code
Fort Pierce, Florida 34981

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
59 - 2606420

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 ▶ February 1, 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:

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.

Cat. No. 10231X — Form W-9 (Rev. 12-2014)

11. Certificate of Insurance

Client#: 1051523 CULPETER

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/01/2016

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 USI Insurance Services, LLC 1715 N. Westshore Blvd. Suite 700 Tampa, FL 33607	CONTACT NAME: PHONE (A/C, No, Ext): 813 321-7500 FAX (A/C, No): E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Liberty Insurance Underwriters — 19917
INSURED Culpepper & Terpening Inc. 2980 South 25th Street Fort Pierce, FL 34981	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:						EACH OCCURRENCE $ DAMAGE TO RENTED PREMISES (Ea occurrence) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GENERAL AGGREGATE $ PRODUCTS - COMP/OP AGG $ $
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE $ AGGREGATE $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT $ E.L. DISEASE - EA EMPLOYEE $ E.L. DISEASE - POLICY LIMIT $
A	Professional Liability			AEE200266011	02/15/2016	02/15/2017	$1,000,000 per claim $2,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Professional Liability coverage is written on a claims-made basis.

CERTIFICATE HOLDER	CANCELLATION
For Proposal Purposes	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

ACORD 25 (2014/01) 1 of 1 #S17357739/M17266625 The ACORD name and logo are registered marks of ACORD KEBEW

11. Certificate of Insurance

CULPATE-01 BARWICKT

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/16/2015

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

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

PRODUCER
Insurance Office of America, Inc
Alhambra Tower Center
1200 University Blvd. Suite 200
Jupiter, FL 33458

CONTACT NAME: Teresa Barwick
PHONE (561) 775-0660 (561) 775-0670
E-MAIL ADDRESS: Teresa.Barwick@ioausa.com

INSURED
Culpepper & Terpening Inc.
2960 S. 25th Street
Ft. Pierce, FL 34981

INSURER(S) AFFORDING COVERAGE — NAIC #
INSURER A: Travelers Indemnity Company — 25658
INSURER B: Travelers Indemnity Company of America — 25666
INSURER C: Bridgefield Employers Insurance Company — 10701
INSURER D:
INSURER E:
INSURER F:

COVERAGES — CERTIFICATE NUMBER: — REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			680-0D794555	01/16/2015	01/16/2016	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			BA 6D795385	01/16/2015	01/16/2016	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	HIRED AUTOS							$
	NON-OWNED AUTOS							
A	X UMBRELLA LIAB X OCCUR			CUP-419A7132	01/16/2015	01/16/2016	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			83037405	01/16/2015	01/16/2016	X WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

Culpepper & Terpening Inc.
2960 S. 25th Street
Ft. Pierce, FL 34981

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2014/01)

The ACORD name and logo are registered marks of ACORD

12a. Licenses

State of Florida
Department of State

I certify from the records of this office that CULPEPPER & TERPENING, INC. is a corporation organized under the laws of the State of Florida, filed on November 15, 1985.

The document number of this corporation is H85712.

I further certify that said corporation has paid all fees due this office through December 31, 2015, that its most recent annual report/uniform business report was filed on January 13, 2015, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Thirteenth day of January, 2015

Ken Detzner

Secretary of State

Authentication ID: CC3498111007

To authenticate this certificate,visit the following site,enter this ID, and then follow the instructions displayed.

https://efile.sunbiz.org/certauthver.html

12a. Licenses

CULPEPPER & TERPENING, INC.

Culpepper & Terpening, Inc.
2960 SOUTH 25TH STREET
FORT PIERCE, FL 34981

Each licensee is solely responsible for notifying the Florida Board of Professional Engineers in writing the licensee's current address.

Name changes require legal documentation showing name change. An original, a certified copy, or a duplicate of an original or certified copy of a document which shows the legal name change will be accepted unless there is a question about the authenticity of the document raised on its face, or because the genuineness of the document is uncertain, or because of another matter related to the application.

At least 90 days prior to the expiration date shown on this license, a notice of renewal will be sent to your last known address. If you have not yet received your notice 60 days prior to the expiration date, please call (850) 521-0500, or write, Florida Board of Professional Engineers, 2639 North Monroe Street, Suite B-112,Tallahassee, FL 32303-5268 or e-mail: board@fbpe.org. Our website address is http://www.fbpe.org.

State of Florida

Board of Professional Engineers

Attests that

Culpepper & Terpening, Inc.

is authorized under the provisions of Section 471.023, Florida Statutes, to offer engineering services to the public through a Professional Engineer, duly licensed under Chapter 471, Florida Statutes.

Expiration: 2-28-2017
Audit No: 238017 077

CA Lic. No: 4286

12a. Licenses

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500
800HELPFLA(435-7352) or (850) 488-2221

February 17, 2015

CULPEPPER & TERPENING INC
2980 SOUTH 25TH STREET
FORT PIERCE, FL 34981

SUBJECT: Professional Surveyor and Mapper Business Certificate # LB4286

Your application / renewal as a professional surveyor and mapper business as required by Chapter 472, Florida Statutes, has been received and processed.

The license appears below and is valid through February 28, 2017.

You are required to keep your information with the Board current. Please visit our website at www.800helpfla.com/psm to create your online account. If you have already created your online account, you can use the website to maintain your license. You can also find other valuable information on the website.

Detach Here

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: LB4286
Expiration Date: February 28, 2017

Professional Surveyor and Mapper Business License

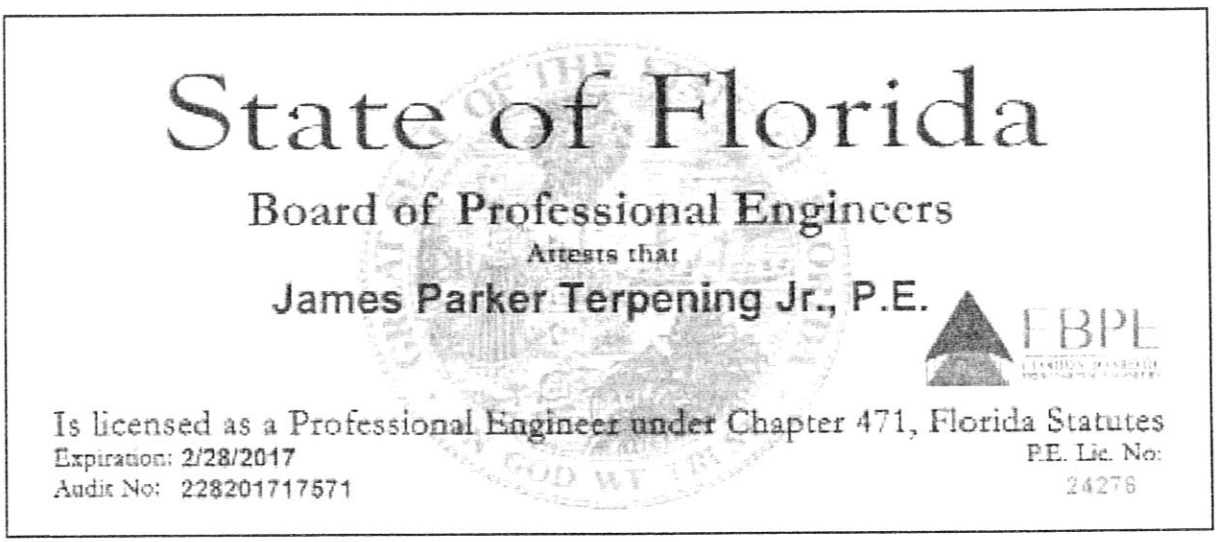
Under the provisions of Chapter 472, Florida Statutes

CULPEPPER & TERPENING INC
2980 SOUTH 25TH STREET
FORT PIERCE, FL 34981

ADAM H. PUTNAM
COMMISSIONER OF AGRICULTURE

12a. Licenses

CULPEPPER & TERPENING, INC. - INDIVIDUAL LICENSES



State of Florida

Board of Professional Engineers

Attests that

James Parker Terpening Jr., P.E.

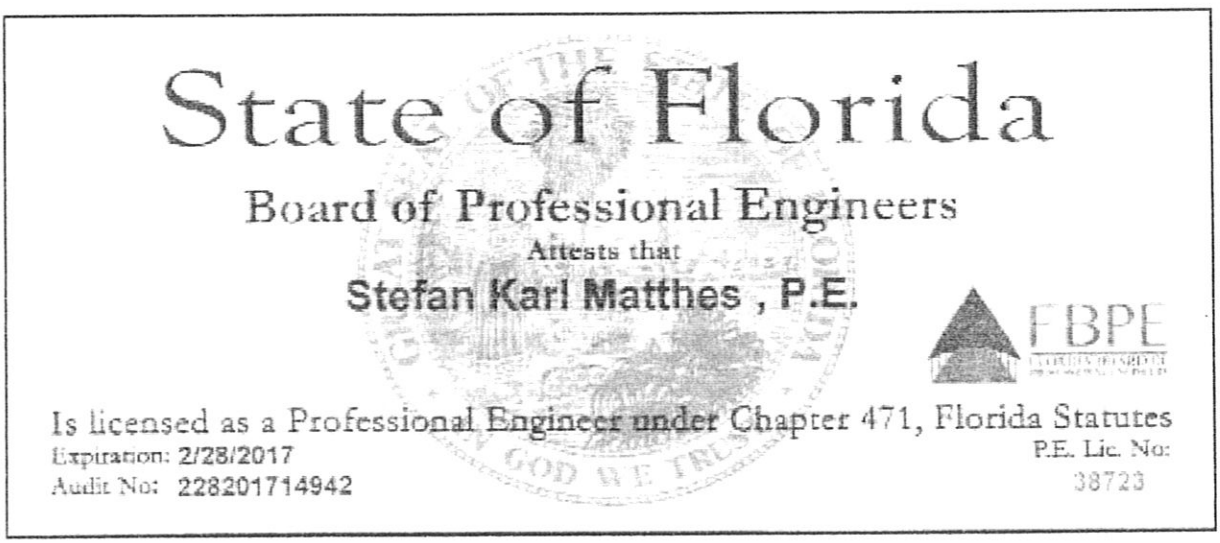
FBPE

Is licensed as a Professional Engineer under Chapter 471, Florida Statutes

Expiration: 2/28/2017

Audit No: 228201717571

P.E. Lic. No:
24276



State of Florida

Board of Professional Engineers

Attests that

Stefan Karl Matthes , P.E.

FBPE

Is licensed as a Professional Engineer under Chapter 471, Florida Statutes

Expiration: 2/28/2017

Audit No: 228201714942

P.E. Lic. No:
38723

12a. Licenses

State of Florida

Board of Professional Engineers

Attests that

Patrick Joseph Ferland , P.E.

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

Is licensed as a Professional Engineer under Chapter 471, Florida Statutes

Expiration: **2/28/2017**
Audit No: **228201714774**

P.E. Lic. No:
33125

12a. Licenses

State of Florida

Board of Professional Engineers

Joshua Killian

Has satisfactorily demonstrated qualifications in engineering, fundamentals, technical subjects, mathematics and basic sciences and is hereby recognized as an:

Engineer Intern

No. 1100017341

In Testimony whereas, witness the signature of the Chair under the seal of the Board this 4 day of April , 2013.

Chair

Audit No. 22820150431

State of Florida

Board of Professional Engineers

By This

Certificate

Bears Witness That

Lisa S. Holness

Has satisfactorily demonstrated qualifications in engineering fundamentals, technical subjects, mathematics and basic sciences and is hereby recognized as an

Engineer Intern

1100013174

In Testimony whereas, witness the signature of the Chair under the seal of the Board this 27 day of JAN 09

CHAIR, BOARD OF PROFESSIONAL ENGINEERS

Audit No. 22820111158-I

12a. Licenses

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: LS6199
Expiration Date February 28, 2017

Professional Surveyor and Mapper License

Under the provisions of Chapter 472, Florida Statutes

THOMAS P KIERNAN
1312 SW FAST ST
PALM CITY, FL 34990-4139

ADAM H. PUTNAM
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472. Florida Statutes.

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: LS6540
Expiration Date February 28, 2017

Professional Surveyor and Mapper License

Under the provisions of Chapter 472, Florida Statutes

ROBERT N JOHNSON
1801 SE MANTH LN
PORT ST LUCIE, FL 34983-4511

ADAM H. PUTNAM
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

12a. Licenses

The American Traffic Safety Services Association

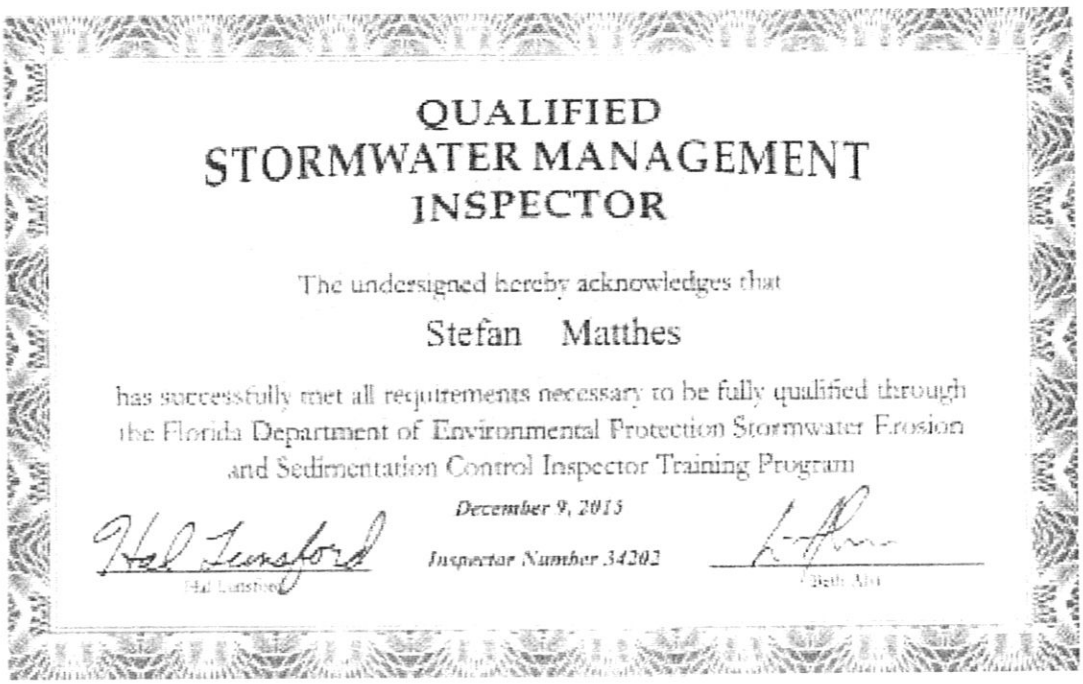
Hereby recognizes that

Stefan Matthes
has attended
Florida Advanced Refresher
Training Course

07/15/2013
Date
Fort Lauderdale, FL
Location

Training & Products Dept. Director

President, CEO



QUALIFIED
STORMWATER MANAGEMENT
INSPECTOR

The undersigned hereby acknowledges that

Stefan Matthes

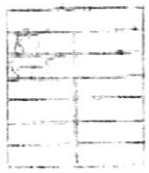
has successfully met all requirements necessary to be fully qualified through the Florida Department of Environmental Protection Stormwater Erosion and Sedimentation Control Inspector Training Program

December 9, 2015

Inspector Number 34202

12a. Licenses

Centennial FDOT 1915 2015



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JIM BOXOLD
SECRETARY

October 21, 2015

James Terpening, President
CULPEPPER & TERPENING, INC
2980 South 25th Street
Ft. Pierce, Florida 34981

Dear Mr. Terpening:

The Florida Department of Transportation has reviewed your application for qualification package and determined that the data submitted is adequate to technically qualify your firm for the following types of work:

Group 3 - Highway Design - Roadway

- 3.1 - Minor Highway Design
- 3.2 - Major Highway Design

Group 6 - Traffic Engineering and Operations Studies

- 6.1 - Traffic Engineering Studies
- 6.2 - Traffic Signal Timing

Group 7 - Traffic Operations Design

- 7.1 - Signing, Pavement Marking and Channelization
- 7.3 - Signalization

Group 8 - Survey and Mapping

- 8.1 - Control Surveying
- 8.2 - Design, Right of Way & Construction Surveying
- 8.4 - Right of Way Mapping

Group 10 - Construction Engineering Inspection

- 10.1 - Roadway Construction Engineering Inspection

Group 13 - Planning

- 13.5 - Subarea/Corridor Planning
- 13.6 - Land Planning/Engineering

RECEIVED
OCT 23 2015
Culpepper & Terpening, Inc.

www.dot.state.fl.us

12a. Licenses

Your firm is now technically qualified to do work for the Department for minor projects only, enabling your firm to compete for Professional Services projects with fees estimated at below $500,000.00. This status shall be valid until October 15, 2015 for contracting purposes.

On the basis of self-certification materials submitted, the rates listed below represent the costs the Department has accepted.

	Home/Branch Office	Field Office	Facilities Capital Cost of Money	Overtime Premium	Direct Expense
Indirect Cost	123.35%	108.43%	0.368%	Reimbursed	5.47% (Home) 5.28% (Field)*

*Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

Should you have any questions, please feel free to contact me by email at carilayn.kell@dot.state.fl.us or by phone at 850.414.4597.

Sincerely,

Carilayn Kell
Professional Services
Qualification Administrator

12b. Sub-Consultant - Licenses

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF LANDSCAPE ARCHITECTURE (850) 487-1395
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

LUCIDO, THOMAS PAUL
701 SE OCEAN BLVD
STUART FL 34994

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

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

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

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

LA0001018 ISSUED: 09/08/2015

REGISTERED LANDSCAPE ARCHITECT
LUCIDO, THOMAS PAUL

HAS REGISTERED under the provisions of Ch. 481 FS
Expiration date : NOV 30, 2017 L1509080001376

DETACH HERE

RICK SCOTT, GOVERNOR KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF LANDSCAPE ARCHITECTURE

LICENSE NUMBER
LA0001018

The LANDSCAPE ARCHITECT
Named below HAS REGISTERED
Under the provisions of Chapter 481 FS.
Expiration date: NOV 30, 2017

LUCIDO, THOMAS PAUL
701 SE OCEAN BLVD
STUART FL 34994

ISSUED 09/08/2015 DISPLAY AS REQUIRED BY LAW SEQ # L1509080001376

12b. Sub-Consultant - Licenses

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF LANDSCAPE ARCHITECTURE
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

(850) 487-1395

GARRETT, STEVEN D
3486 NW OAK GLEN DRIVE
JENSEN BEACH FL 34957

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

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

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

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

LA6667114 **ISSUED:** 11/12/2015

REGISTERED LANDSCAPE ARCHITECT
GARRETT, STEVEN D

HAS REGISTERED under the provisions of Ch. 481 FS
Expiration date : NOV 30, 2017 L1511120000863

DETACH HERE

RICK SCOTT, GOVERNOR KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF LANDSCAPE ARCHITECTURE

LICENSE NUMBER	
LA6667114	

The LANDSCAPE ARCHITECT
Named below HAS REGISTERED
Under the provisions of Chapter 481 FS.
Expiration date: NOV 30, 2017

GARRETT, STEVEN D
3486 NW OAK GLEN DRIVE
JENSEN BEACH FL 34957

ISSUED: 11/12/2015 DISPLAY AS REQUIRED BY LAW SEQ # L1511120000863

12b. Sub-Consultant - Licenses

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF ARCHITECTURE & INTERIOR DESIGN

LICENSE NUMBER
AAC000886

The ARCHITECT CORPORATION
Named below IS CERTIFIED
Under the provisions of Chapter 481 FS.
Expiration date: FEB 28, 2017

EDLUND * DRITENBAS * BINKLEY ARCHITECTS & ASSOCIATES, P.A.
65 ROYAL PALM POINTE STE D
VERO BEACH FL 32960

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF ARCHITECTURE & INTERIOR DESIGN

LICENSE NUMBER
AR0009308

The ARCHITECT
Named below IS LICENSED
Under the provisions of Chapter 481 FS.
Expiration date: FEB 28, 2017

DRITENBAS, PAUL U
4685 13TH PLACE
VERO BEACH FL 32966

12b. Sub-Consultant - Licenses

State of Florida

Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of HOBE SOUND ENVIRONMENTAL CONSULTANTS, INC., a Florida corporation, filed on October 26, 2011, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H11000257413. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is P11000093733.

Authentication Code: 211A00024534-102711-P11000093733-1/1

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Twenty-seventh day of October, 2011

Kurt S. Browning
Secretary of State

12b. Sub-Consultant - Licenses

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

REGISTERED VENDOR NO. 119277

February 25, 2016

CERTIFICATION EXPIRATION DATE
February 25, 2019

Mr. Robert L. Weigt, President
Hobe Sound Environmental Consultants, Inc.
9512 SE Duncan Street
Hobe Sound, FL 33455

Dear Mr. Weigt:

The South Florida Water Management District (District) has certified your firm as a Small Business Enterprise (SBE). This certification is valid for three (3) years and may only be applied when business is conducted in the following area(s):

Environmental Consulting Services

Your submittal of bids or proposals to supply other products or services outside of this specialty(s) will not count toward SBE participation. If you require certification in other areas of specialty, please contact the Procurement Department, SBE Section, for additional information.

Renewal is required every three (3) years and should be requested within 45 days prior to the above expiration date.

If any changes occur within your company during the certification period (such as ownership, affiliate company status, address, telephone number, licensing status, gross revenue, or any information that relates to your SBE Certification status), you must notify this office in writing immediately. It is imperative that we maintain current information on your company at all times. *FAILURE TO REPORT CHANGES MAY RESULT IN DECERTIFICATION.*

Certification is not a guarantee that your firm will receive work, nor an assurance that your firm will remain in the District's solicitation database. Upon requesting or downloading a bid or proposal package your firm must respond by submitting a bid or proposal or submit a *Statement of No Response* form. This is very important, for failure to respond to three (3) solicitations will result in your company being removed from the District's solicitation database.

Sincerely,

Sandra Hammerstein

Sandra Hammerstein
Sr. Compliance Specialist
Procurement Department

3301 Gun Club Road, West Palm Beach, Florida 33406 • (561) 686-8800 • FL WATS 1-800-432-2045
Mailing Address: P.O. Box 24680, West Palm Beach, FL 33416-4680 • www.sfwmd.gov

12b. Sub-Consultant - Licenses

Authorized Gopher Tortoise Agent

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
Division of Habitat and Species Conservation
Species Conservation Planning Section
620 South Meridian Street, Mail Station 2A
Tallahassee, Florida 32399-1600
(850) 921-1031

Permittee Name: Robert Weigt
Permittee Address: Hobe Sound Environmental Consultants, Inc.
9512 SE Duncan Street
HOBE SOUND, FLORIDA 33455
UNITED STATES

Permit Number: GTA-09-00153**C**
Effective Date: **May 29, 2015**
Expiration Date: **June 1, 2017**

IS AUTHORIZED TO:

1. Conduct gopher tortoise surveys
2. Capture gopher tortoises using bucket traps
3. Capture gopher tortoises using hand shovel excavation of gopher tortoise burrows
4. Mark, transport, and release captured gopher tortoises at recipient sites
5. Collect blood samples from gopher tortoises for URTD testing
6. Supervise backhoe excavation of gopher tortoise burrows to capture gopher tortoises

Permittee Signature: _____ Date: _____

Not valid unless signed. By signature, confirms that all information provided to issue the permit is accurate and complete, and indicates acceptance and understanding of the provisions and conditions listed below. **Any false statements or misrepresentations when applying for this permit may result in felony charges and will result in revocation of this permit.**

Authorized By: Richard McCann Authorized for: Nick Wiley, Executive Director

Richard J. McCann

Authorizing Signature: _____ Date: 05/29/2015
Species Conservation Planning Section

This permit is in effect an amendment of permit GTA-09-00153B that will expire on June 1, 2015 and supersedes all previous versions. All amended conditions and provisions of the previous permit (changed or new items) are indicated in bold text.

PERMIT CONDITIONS AND PROVISIONS:

1 Authorization to conduct the specified activities in association with the relocation of gopher tortoises in Florida is subject to Rules 68A-9.002 and 68A-27 F.A.C., the Gopher Tortoise Permitting Guidelines (April 2008 – **revised February 2015**), and subsequent revisions of these guidelines that are in effect at the time the authorized activities are conducted, and subject to the following provisions/conditions.

2 Authorized activities are also predicated and conditioned on the information and assurances provided in the Permittee's 05/26/2009 application (supplemented on 05/29/2009); and the 03/29/2011, 05/29/2013, **and 05/26/2015 amendment requests**, the assurances of which are herein incorporated by reference.

12b. Sub-Consultant - Licenses

3 The Permittee shall only take, attempt to take, pursue, hunt, harass, capture, possess, or transport gopher tortoises, or molest, damage or destroy any gopher tortoise burrows when such activity is authorized by a separate permit (e.g., Conservation, 10 or Fewer Burrows, Temporary Exclusion, Recipient Site, Scientific Collecting) issued by the FWC for a specified property that authorizes the Permittee to capture and possess gopher tortoises from or within that property.

4 Tortoises shall only be relocated when the low temperature at the recipient site is forecasted by the National Weather Service to be above 50° Fahrenheit for three consecutive days after release (including the day of relocation). This three-day window of milder overnight temperatures is required to allow the relocated tortoises to settle into the recipient site and to reduce the chance of cold-related stress or mortality.

5 Captured gopher tortoises that show signs of disease (i.e., nasal and ocular discharge, emaciation, etc.) should not be relocated off-site. At the Permittee's discretion, symptomatic tortoises may be: relocated on-site; transported to and quarantined at a FWC-licensed wildlife rehabilitation center (list available upon request) or licensed veterinary facility and observed for recovery and subsequent relocation along with others from the population; transported and donated to a FWC-permitted disease research program; or humanely euthanized by a licensed veterinarian when disease is advanced.

6 Gopher tortoises released at a recipient site shall be released into an enclosure in conformance with the FWC enclosure requirements. The enclosure must be maintained for a minimum period of six months from that release, but no longer than twelve months; however, the maximum 12-month time limit will not apply when the entire perimeter of the approved recipient site parcel is permanently fenced in conformance with the FWC enclosure requirements. Enclosure materials, construction methods and dimensions must conform to the requirements specified in the Gopher Tortoise Permitting Guidelines (April 2008-**revised February 2015**), or as amended. The enclosures must be regularly monitored and maintained, including the immediate repair of any damage to maintain the integrity of the enclosure. Monitoring of the enclosure shall be conducted at least once a week for the first four weeks following release of tortoises, and at least once a month thereafter.

7 Gopher tortoises may be released into an enclosure constructed within a portion of a recipient site. The stocking rate within the enclosure may be up to 1.5 times the gopher tortoise density that is approved by the FWC for that entire recipient site parcel. However, the maximum number of tortoises approved by the FWC for release into the entire recipient site parcel shall not be exceeded.

8 This permit does not authorize Permittee access to any public or private properties. Any required permission must be secured from the appropriate landholders prior to undertaking any work on such properties.

9 Captures/relocations may be conducted only if local written approvals have been obtained for clearing, grading, or construction activities and provided to the Gopher Tortoise Permit Coordinator prior to commencing relocation activities. This permit is non-transferable and must be readily available for inspection at all times while engaging in the permitted activities.

10 Blood samples must be collected as described in the Collection and Preparation of Blood Samples from Gopher Tortoises for Determining Exposure to Mycoplasma sampling protocol (attached).

11 Each blood sampling tube must be labeled with the consultant name, unique identification number (consisting of abbreviated project/property name and consecutive number, e.g. Lantana Kingdom = lantking02, lantking03, etc.), and date sample collected.

12 Sample submission forms must include a contact person, complete project name, sample identification numbers (per condition 10 above), County, Township, Range and Section. Complete forms shall be submitted along with the blood samples to: Dr. Mary Brown, University of Florida, 1600 SW Archer Road, BSB 350, Gainesville, Florida 32610, (352) 392-4700, extension 3968 or 3981. The Permittee is responsible for all fees and costs associated with testing. Test results will be provided by the testing facility to the FWC and the Permittee.

12b. Sub-Consultant - Licenses

13 This permit can be suspended, revoked or not renewed for just cause, pursuant to Chapter 120, Florida Statutes.

14 The activities authorized under this Permit must be carried out by the Permittee or the Assistant (s) that are designated by the Permittee. The Permittee shall revise its list of designated Assistants and submit the required supporting documentation utilizing the FWC online permitting system prior to that Assistant conducting any gopher tortoise activities authorized under this permit. The FWC reserves the right to deny a Permittee's designation of an individual as its Assistant for just cause. All activities conducted by Assistants must be under the supervision and responsibility of the Permittee. Assistants must be directly supervised on site by the Permittee when the Assistant(s) are collecting gopher tortoise blood samples or participating in the backhoe excavation of gopher tortoise burrows. The Permittee shall be as fully responsible for activities conducted by Assistants and contracted backhoe operators to the same extent as if they had themselves carried out those activities under this Permit.

15 The Permittee and its Assistant(s) must carry with them either this original permit, or a complete copy, while engaged in the permitted gopher tortoise activities. The Assistant(s) must also be in possession of a copy of the letter of designation from the Permittee.

16 The Permittee, by signing this permit, specifically agrees to allow authorized Commission personnel, upon presentation of credentials as may be required by law, access to sites to inspect the activities authorized under this permit.

17 The Permittee shall keep accurate and complete records of the activities conducted under this permit and provide a copy of these records upon receiving written request from the FWC. A request for permit renewal or extension should be submitted at least 45 days prior to the expiration date of this permit.

A person whose substantial interests are affected by FWC's action may petition for an administrative proceeding (hearing) under sections 120.569 and 120.57 of the Florida Statutes. A person seeking a hearing on FWC's action shall file a petition for hearing with the agency within 21 days of receipt of written notice of the decision. The petition must contain the information and otherwise comply with section 120.569, Florida Statutes, and the uniform rules of the Florida Division of Administration, chapter 28-106, Florida Administrative Code. If the FWC receives a petition, FWC will notify the Permittee. Upon such notification, the Permittee shall cease all work authorized by this permit until the petition is resolved. The enclosed Explanation of Rights statement provides additional information as to the rights of parties whose substantial interests are or may be affected by this action.

12b. Sub-Consultant - Licenses

National Registry of Environmental Professionals

National Registry of Environmental Professionals

presents this certificate to

Robert Weigt, REPA

in recognition of

15 Years

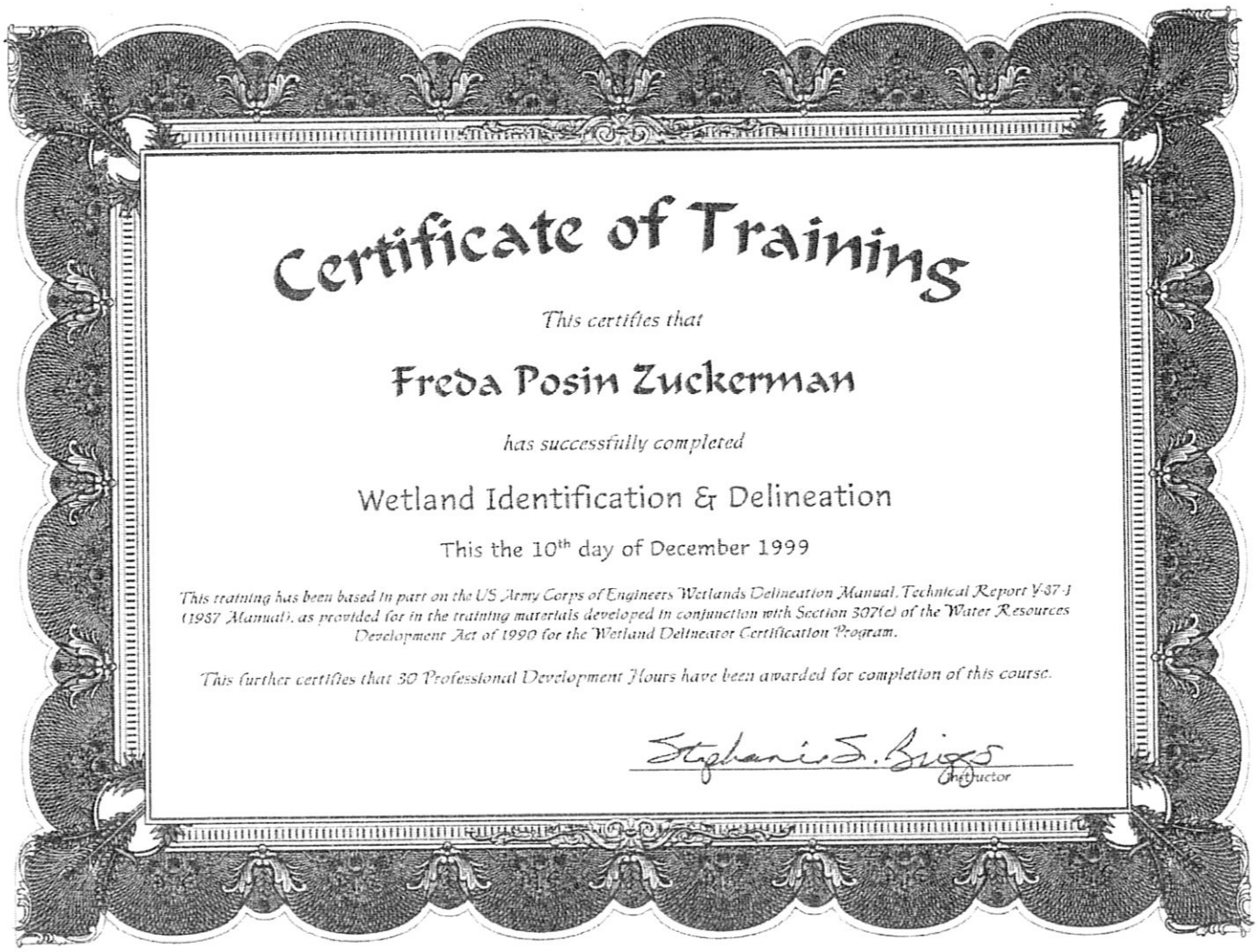
years certification

Witness our hand
This Day **December 21, 2009**

Richard DeJonge, PhD
Executive Director

Edward C Beck PE.D.
Senior Director

12b. Sub-Consultant - Licenses



Certificate of Training

This certifies that

Freda Posin Zuckerman

has successfully completed

Wetland Identification & Delineation

This the 10th day of December 1999

This training has been based in part on the US Army Corps of Engineers Wetlands Delineation Manual, Technical Report Y-87-1 (1987 Manual), as provided for in the training materials developed in conjunction with Section 307(e) of the Water Resources Development Act of 1990 for the Wetland Delineator Certification Program.

This further certifies that 30 Professional Development Hours have been awarded for completion of this course.

Stephanie S. Briggs
Instructor

12b. Sub-Consultant - Licenses

FLORIDA ENVIRONMENTAL ASSESSORS ASSOCIATION, INC.

THE FLORIDA ENVIRONMENTAL ASSESSORS ASSOCIATION, INC.

Hereby Certifies That

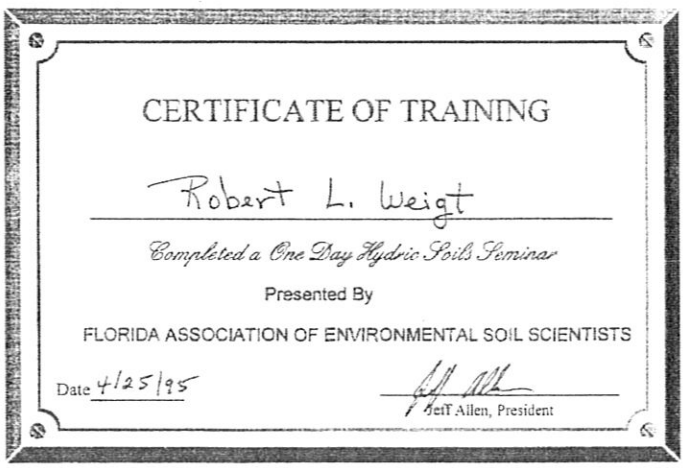
Robert Weigt, CFEA (# 118), LEP (#101)

Is A Member In Good Standing

Membership # 284
Membership Number

December 31, 2008
Expiration Date

Stephen Hilfiker
President



CERTIFICATE OF TRAINING

Robert L. Weigt

Completed a One Day Hydric Soils Seminar

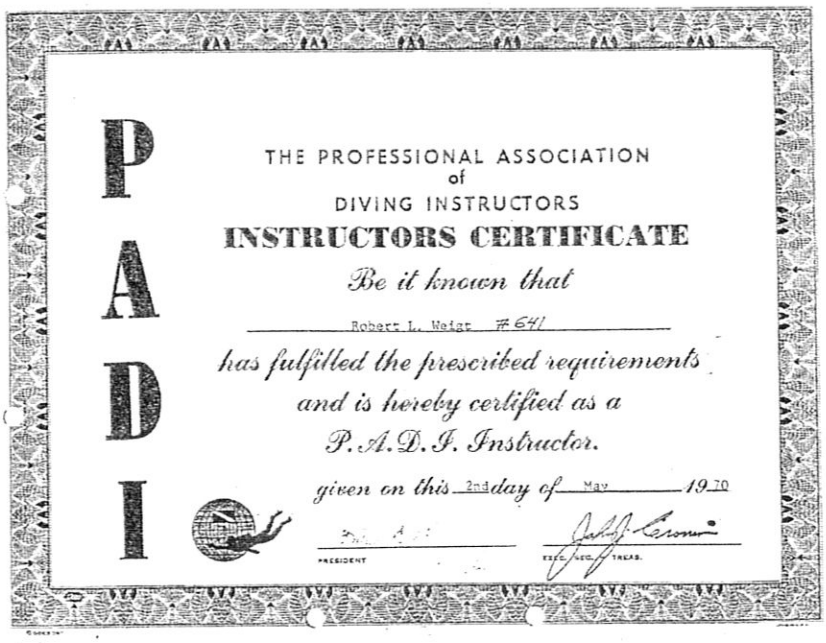
Presented By

FLORIDA ASSOCIATION OF ENVIRONMENTAL SOIL SCIENTISTS

Date 4/25/95

Jeff Allen, President

12b. Sub-Consultant - Licenses



P A D I

THE PROFESSIONAL ASSOCIATION
of
DIVING INSTRUCTORS

INSTRUCTORS CERTIFICATE

Be it known that

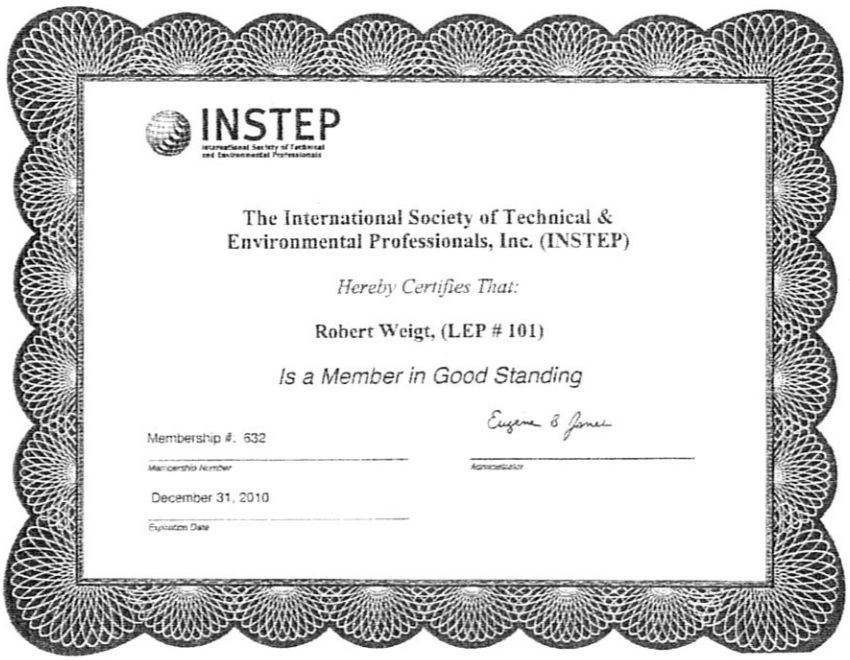
Robert L. Weigt #641

has fulfilled the prescribed requirements and is hereby certified as a P.A.D.I. Instructor.

given on this 2nd *day of* May 19 70

PRESIDENT

EXEC. SEC. / TREAS.



INSTEP
International Society of Technical and Environmental Professionals

The International Society of Technical & Environmental Professionals, Inc. (INSTEP)

Hereby Certifies That:

Robert Weigt, (LEP # 101)

Is a Member in Good Standing

Membership #: 632
Membership Number

Eugene B. Jones
Administrator

December 31, 2010
Expiration Date

12b. Sub-Consultant - Licenses

Wetland Training Institute

This certifies that

ROBERT L. WEIGT

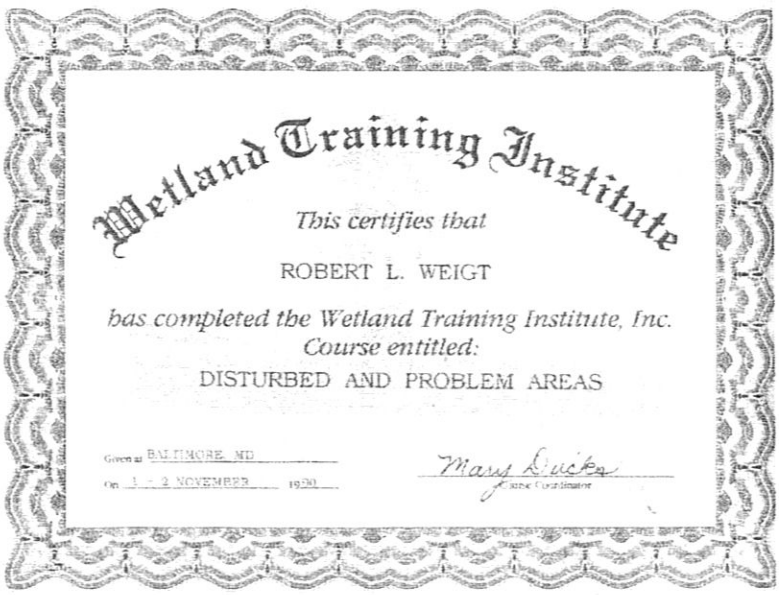
has completed the Wetland Training Institute, Inc. Course entitled:

WETLAND SOILS AND HYDROLOGY

Given at Charleston, SC

On Nov. 29 - Dec. 2 19 90

Course Coordinator



Wetland Training Institute

This certifies that

ROBERT L. WEIGT

has completed the Wetland Training Institute, Inc. Course entitled:

DISTURBED AND PROBLEM AREAS

Given at BALTIMORE, MD

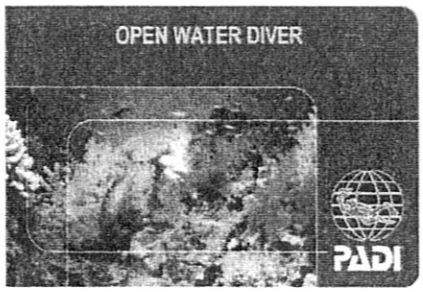
On 1 - 2 NOVEMBER 1990

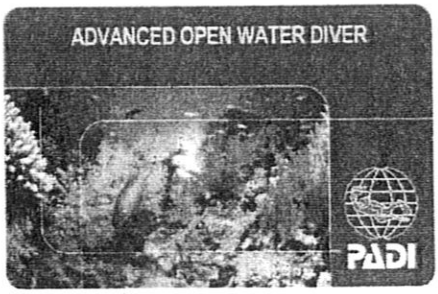
Mary Dicks

Course Coordinator

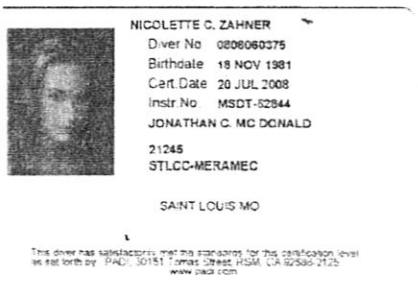
12b. Sub-Consultant - Licenses

12b. Sub-Consultant - Licenses

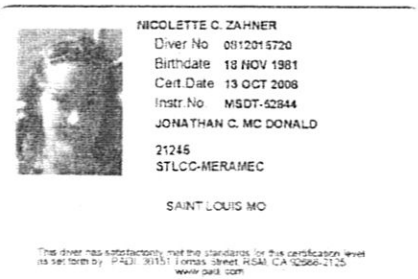




FRONT


NICOLETTE C. ZAHNER
Diver No 0806060375
Birthdate 18 NOV 1981
Cert.Date 20 JUL 2008
Instr.No MSDT-52844
JONATHAN C. MC DONALD
21245
STLCC-MERAMEC
SAINT LOUIS MO

This diver has satisfactorily met the standards for this certification level as set forth by PADI 30151 Tomas Street, RSM, CA 92688-2125 www.padi.com


NICOLETTE C. ZAHNER
Diver No 0812015720
Birthdate 18 NOV 1981
Cert.Date 13 OCT 2008
Instr.No MSDT-52844
JONATHAN C. MC DONALD
21245
STLCC-MERAMEC
SAINT LOUIS MO

This diver has satisfactorily met the standards for this certification level as set forth by PADI 30151 Tomas Street RSM CA 92688-2125 www.padi.com

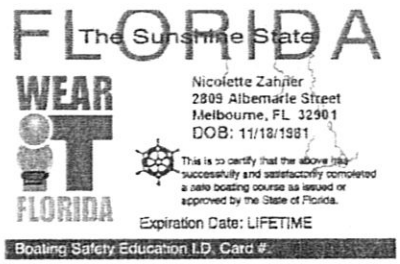
BACK

Boater Education Card

Nicolette C Zahner

CARD NUMBER	316517
DATE OF BIRTH	11/18/1981
HAIR COLOR	Brown
EYE COLOR	Hazel
GENDER	Female
ISSUE DATE	8/15/2014

Card MUST be carried on board when operating motorboat 24



FRONT

The individual listed on the face of this card may operate a motorboat over 10 hp in the State of Oregon.

- Youth 12-15 years of age who possess a card may operate a motorboat 10 hp or less alone.
- Youth 12-15 years of age who possess a card may operate a motorboat over 10 hp with a card-holding adult, age 16 and older, in direct supervision (age 18 and older for PWCs).
- No person under the age of 12 may operate a motorboat in Oregon.

Lifetime card - no expiration date.
Questions? Call (503) 378-8587
www.boatoregon.com
Boat Safe, Boat Sober

This is to CERTIFY the contents of this course are approved by the STATE OF FLORIDA, the NATIONAL ASSOCIATION OF STATE BOATING LAW ADMINISTRATORS and recognized by the U.S. COAST GUARD.

BACK

12b. Sub-Consultant - Licenses

State of Florida

Board of Professional Engineers

Attests that

Ardaman & Associates, Inc.

is authorized under the provisions of Section 471.023, Florida Statutes, to offer engineering services to the public through a Professional Engineer, duly licensed under Chapter 471, Florida Statutes.

Expiration: 2/28/2017
Audit No: 228201700887

CA Lic. No: 5950

RICK SCOTT, GOVERNOR — KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL GEOLOGISTS

LICENSE NUMBER
GB140

The GEOLOGY BUSINESS
Named below IS CERTIFIED
Under the provisions of Chapter 492 FS.
Expiration date: JUL 31, 2016

ARDAMAN & ASSOCIATES, INC
8008 SOUTH ORANGE AVENUE
BELLE ISLE FL 32809

ISSUED: 05/13/2014 DISPLAY AS REQUIRED BY LAW SEQ # L1405120001135

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
ASBESTOS LICENSING UNIT

LICENSE NUMBER
ZA0000029

The ASBESTOS BUSINESS ORGANIZATION
Named below IS LICENSED
Under the provisions of Chapter 469 FS.
Expiration date: NOV 30, 2015

ARDAMAN & ASSOCIATES INC
ROXANNE LEWIS GAUSE
8008 SOUTH ORANGE AVENUE
ORLANDO FL 32801

RICK SCOTT
GOVERNOR

ISSUED: 09/16/2013 SEQ # L1309160002654
DISPLAY AS REQUIRED BY LAW

KEN LAWSON
SECRETARY

13. Drug Free Certification

DRUG-FREE WORKPLACE FORM
E-RFP #20160056
Riverwalk and Westmoreland Park Design

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that
Culpepper & Terpening, 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 proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or Contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 Florida Statutes or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Bidder's Signature .....

Date: 04-26-16

13. Drug Free Certification

DRUG-FREE WORKPLACE FORM

E-RFP #20160056

Riverwalk and Westmoreland Park Design plan

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that Lucido & Associates does:
(Name of Business)

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

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

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

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

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

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

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

Lucido

Bidder's Signature

April 14, 2016

Date

13. Drug Free Certification

DRUG-FREE WORKPLACE FORM

E-RFP #2016-0056
Riverwalk and Westmoreland Park Design plan

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that Edlund, Dritenbas, Binkley Architects & Associates, P.A. does:
(Name of Business)

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

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

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

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

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

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

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

Bidder's Signature

19 APRIL 2016
Date

13. Drug Free Certification

DRUG-FREE WORKPLACE FORM

E-RFP #2016-0056

Riverwalk and Westmoreland Park Design plan

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that Hobe Sound Environmental Consultants, Inc. (HSE) does:

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

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

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

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

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

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

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

Kathleen M. Wong
Bidder's Signature

4/18/2016
Date

13. Drug Free Certification

DRUG-FREE WORKPLACE FORM
E-RFP #20160056
Riverwalk and Westmoreland Park Design

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that Ardaman & Associates, Inc. does:
(Name of Business)

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

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

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

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

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

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

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

Bidder's Signature

4/26/16
Date

14. Check List.

CHECKLIST
E-Request for Proposal #20160056
Riverwalk and Westmoreland Park Design Plan

This checklist is provided to assist Bidders in the preparation of their bid response. Included in this checklist are important requirements that are the responsibility of each Bidder to submit with their response in order to make their bid response fully compliant. This checklist is only a guideline -- it is the responsibility of each Bidder to read and comply with the Invitation to Bid in its entirety.

x	Documents uploaded in two (2) .pdf files and in this order: :
x	File # 1- Questionnaire for E-RFP #20160056, Certified Minority Business Certificate (if applicable), W9, current Certificate of Insurance, all applicable current licenses (state and professional), Drug Free Workplace form and Checklist onto Demandstar by the due date and time.
x	All questions on the questionnaire are complete and thoroughly answered.
x	Certified Minority Business Certificate if Applicable
x	Each Bid Addendum (when issued) is acknowledged
x	Have Reviewed the Contract and accept all City Terms and Conditions
x	W9 Form
x	Current Certificate of nsurance
x	All Applicable Current Licenses (state and professional)
x	Drug Free Workplace Form
x	Checklist
x	File # 2- Form 330

ALL BIDDERS ARE REQUIRED TO FILL OUT THIS FORM AND SUBMIT WITH BID PACKAGE

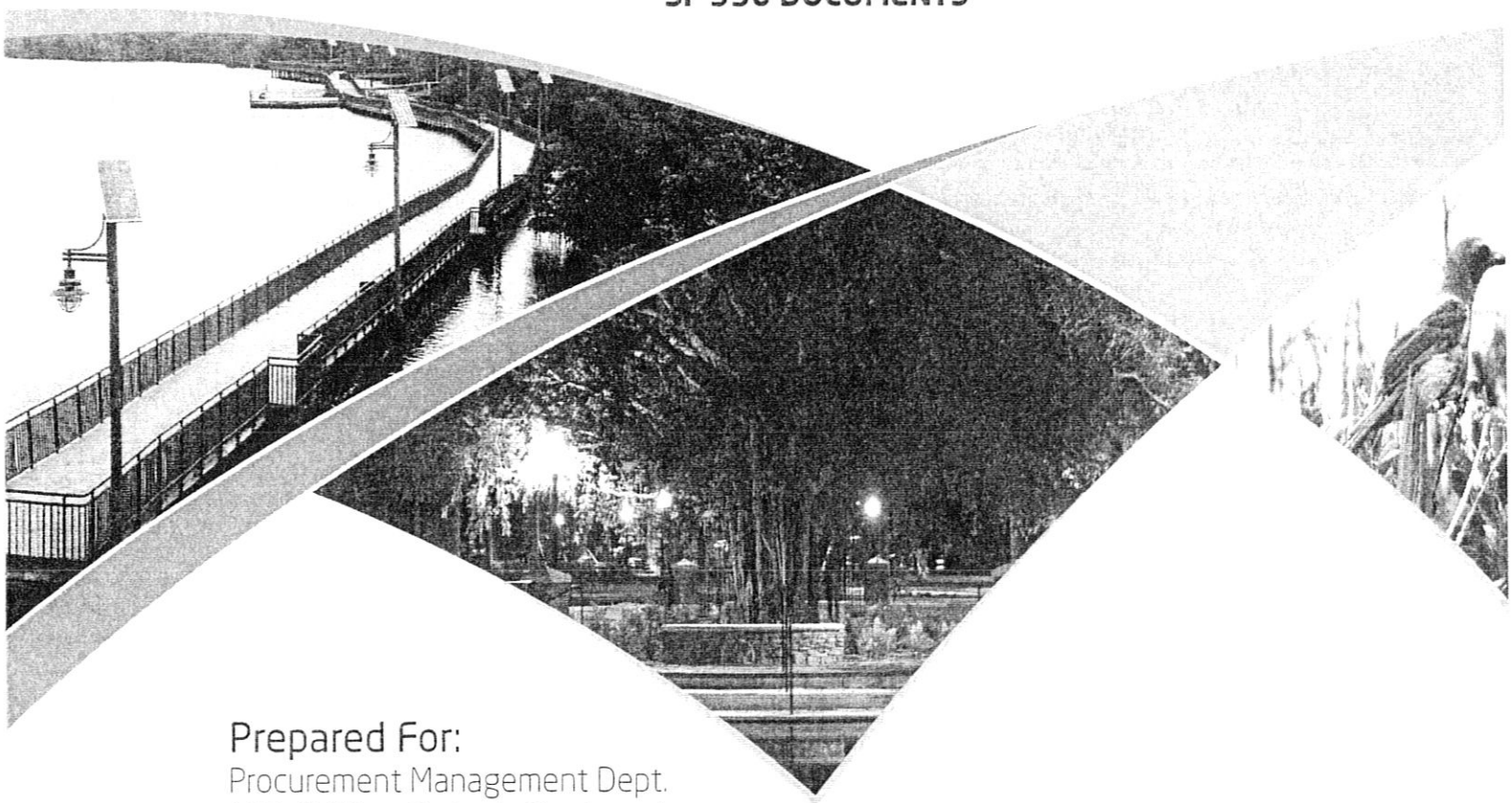
END OF FILE #1

"A City for All Ages"

CITY OF PORT ST. LUCIE
RIVERWALK AND WESTMORELAND PARK DESIGN PLAN

Sealed Electronic Proposal #2016-0056 (E-RFP)

FILE #2
SF 330 DOCUMENTS



Prepared For:
Procurement Management Dept.
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099

Prepared By:
CULPEPPER & TERPENING, INC
Consulting Engineering | Land Surveyors

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS

April 26, 2016 | 2:00 pm CT File No. 16-031

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FORMATTED FOR TWO SIDED COPYING

ARCHITECT - ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)*

Port St. Lucie, Florida

2. PUBLIC NOTICE DATE: March 21, 2016

3. SOLICITATION OR PROJECT NUMBER: Sealed E-bid 2016-0056

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

J.P. James "Butch" Terpening

5. NAME OF FIRM

Culpepper & Terpening, Inc.

6. TELEPHONE NUMBER	7. FAX NUMBER	8. E-MAIL ADDRESS
772-464-5337	772-464-9497	bterpening@ct-eng.com

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

	*(check) Prime	JV Partner	subcontractor	9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
A	x			Culpepper & Terpening, Inc. [ ] Check if Branch Office	2980 S. 25th Street Ft. Pierce, Florida 34981	Survey / Design/ Permitting
B			x	Lucido and Associates [ ] Check if Branch Office	701 East Ocean Blvd. Stuart, Fl 34994	Landscape Architect
C			x	Edlund, Drittenbas Binkley, Architects & Associates, PA [ ] Check if Branch Office	65 Royal Palm Pointe Blvd. Suite D Vero Beach, Fl 32960	Architecture
D			x	Hobe Sound Environmental Consultants [ ] Check if Branch Office	9512 SE Duncan Street Hobe Sound, FL, 33455	Environmental Services
E			x	Ardaman & Associates [x] Check if Branch Office	460 NW Concourse Pl., Unit 1 Port St. Lucie, Florida 34986	Geotechnical and Soils Analysis

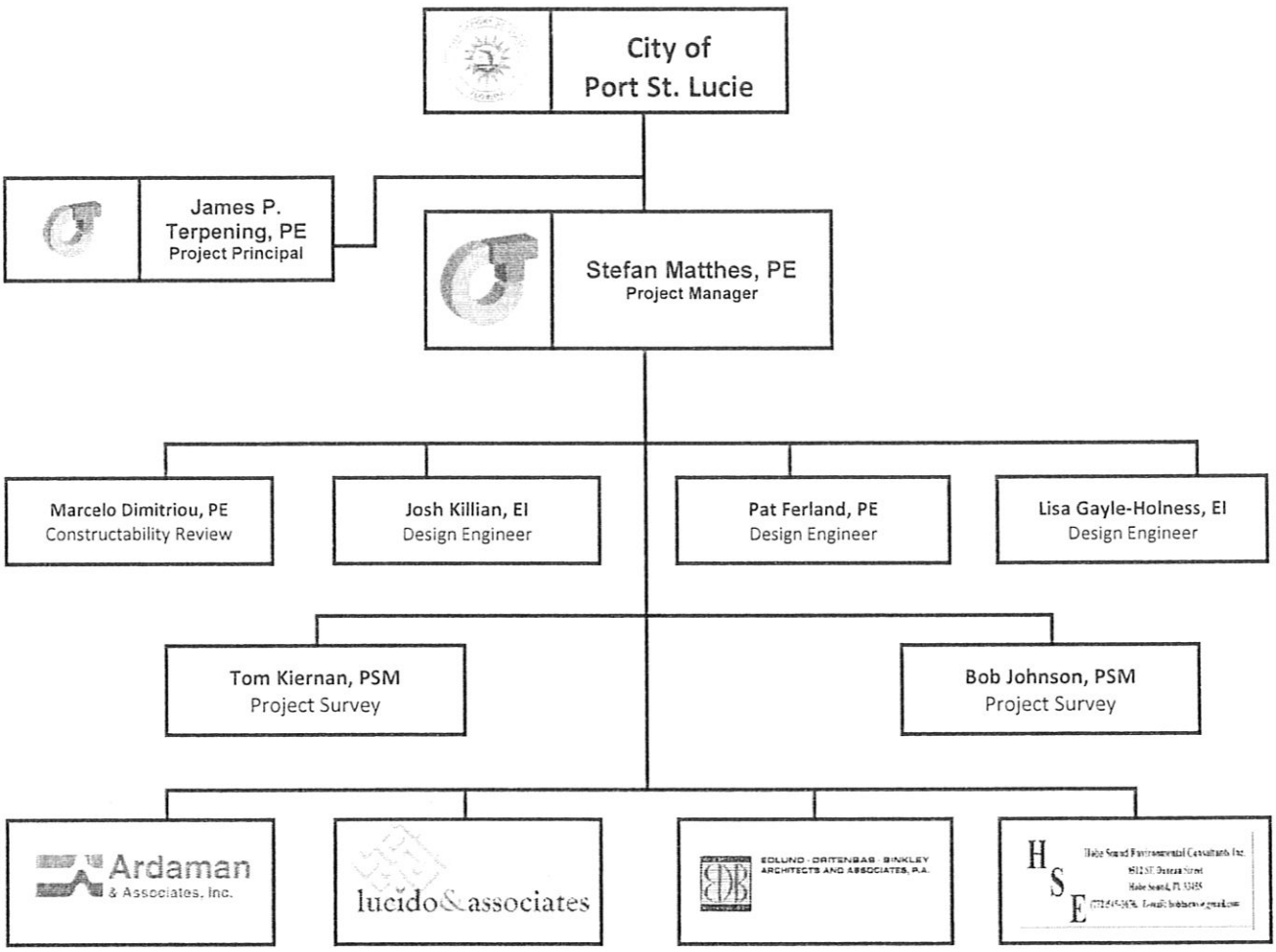
D. ORGANIZATIONAL CHART OF PROPOSED TEAM [x] (attached)

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 330 (6/2004) PAGE 1

Professional Qualifications of Specific Individuals Assigned to the Key Components of the Project

ORGANIZATIONAL CHART



E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
James P. "Butch" Terpening, PE	Principal in Charge	39	30

15. FIRM NAME AND LOCATION *(City and State)*

Culpepper and Terpening, Inc., Fort Pierce, Florida

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(St.& Discipline)*
BS Degree - Civil Engineering (1976)	State of Fla – Bd. of Professional Engineers – 24276 (1980)

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Florida Engineering Society; American Society of Civil Engineers; National Professional Engineers Society; American Water Works Association; FDOT LAP Training

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*

Project Name: Stuart Memorial Park
Location: Stuart, Florida

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2009/12	2012

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Stuart Veterans Memorial Park is located adjacent to the City's existing wastewater treatment facility; the Martin County Courthouse complex and the Stuart Middle School. Improvements included the rehabilitation of the City's existing wastewater treatment facilities, including replacing the existing concrete channel passing through the existing Memorial Park with open water courses that serves to meet both stormwater/ flood control and irrigation/reuse water disposal needs. Landscaping and architectural enhancements to the existing public facilities were included as part of this project. As a result of these improvements, Stuart's Veterans Memorial Park has received the 2012, the Florida Storm Water Association Outstanding Achievement Award for the Memorial Park Revitalization Project.

b.

(1) TITLE AND LOCATION *(City and State)*

Project Name: Port St. Lucie - Riverwalk Park Boardwalk
Location: Port St. Lucie, Florida

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2006	2008

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

To provide the citizens of the City of Port St. Lucie with improved public access to *the* signature environmental feature of the City, the City of Port St. Lucie authorized the construction of a boardwalk/elevated walking trail along the waters edge in the Riverwalk Park area of the City. The Project included the construction of a 2,500 foot long boardwalk. The project activities included survey, design, permitting and construction engineering inspections for a 10-foot boardwalk. Project elements included the boardwalks and land based pedestrian access paths, solar lighting features along the walkway, new fishing platform and access areas, new connections to the existing boat ramps in Rivergate Park along with new restrooms and improved public parking areas.

c.

(1) TITLE AND LOCATION *(City and State)*

Project Name: Ft. Pierce Jetty Park
Location: Ft. Pierce, Florida

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2011	2012

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current fir..

The Ft. Pierce Jetty Park was a small, over utilized, Public Park on the south side of the Ft. Pierce Inlet. As part of a larger parks improvement and development program, funded through the Fort Pierce Redevelopment Agency, the City of Ft. Pierce sought to both expand use opportunities at this location as well as have it serve as anchor feature as part of the Inlet Jetty Recreation System. Project activities included roadway round-about and onsite drainage designs; public parking improvements; fishing accommodations; utility relocations and upgrades; sidewalk/streetscape and landscaping enhancement, restroom facilities, and site lighting. Permitting through the Florida Department of Environmental Protection Coastal Construction Control Line (CCCL), General Environmental Resource Permit (ERP), and

d.

(1) TITLE AND LOCATION *(City and State)*

Project Name: No. Causeway Boat Ramp and Boardwalk
Location: St. Lucie County, Florida

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2014	T/B/D

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

The St. Lucie County Board of County Commissioners (Parks and Recreation Department) sought to replace/rehabilitate the existing boat ramps and boardwalks at the North Causeway Boat Ramp & Boardwalk, located along SR A-1-A (North), on North Hutchinson Island, Ft. Pierce, Florida. Culpepper and Terpening (C&T) provided survey, design and permitting services associated with the replacement of three (3) boat ramps and one (1) fixed boardwalk at this location. In addition to the design and permitting services provided, this project required extensive Bathometric and Seagrass Surveys to be prepared in order to clearly identify any areas of potential impacts as a result of the planned rehabilitative construction.

e.

(1) TITLE AND LOCATION *(City and State)*

Project Name: Pepper Park Dock Replacements
Location: St. Lucie County, Florida

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2014	T/B/D

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

The St. Lucie County Board of County Commissioners sought to replace/rehabilitate a number of older wooden docks and piers located in the County's Pepper Park Recreational Facility, on North Hutchinson Island, Ft. Pierce, Florida. Culpepper and Terpening (C&T) provided survey, design and permitting services associated with the replacement of five (5) fixed base elevated boardwalk segments and one (1) Canoe Launch Boardwalk/Ramp. Four (4) of the Boardwalk segments were to be renovated with newer materials of construction while maintaining their present design configuration. These segments were modified with floating boardwalks at their terminus to accommodate increased public access for fishing and boating.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Stefan K. Matthes, PE	Project Manager	34	24

15. FIRM NAME AND LOCATION *(City and State)*

Culpepper and Terpening, Inc., Fort Pierce, Florida

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(St.& Discipline)*
BS Degree - Civil Engineering (1981)	State of Florida - Bd of Professional Engineers 38723 (1986)

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Institute of Transportation Engineers; Florida Engineering Society; American Society of Civil Engineers, American Planning Association, Advance Work Zone MOT Certified, ADA Accessibility (DPFA) Certified; FDEP Stormwater Certified; LAP Trained.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*		(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Project Name:	Stuart Memorial Park	2009/12	2012
Location:	Stuart, Florida		

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Stuart Veterans Memorial Park is located adjacent to the City's existing wastewater treatment facility; the Martin County Courthouse complex and the Stuart Middle School. Improvements included the rehabilitation of the City's existing wastewater treatment facilities, including replacing the existing concrete channel passing through the existing Memorial Park with open water courses that serves to meet both stormwater/ flood control and irrigation/reuse water disposal needs. Landscaping and architectural enhancements to the existing public facilities were Included as part of this project. As a result of these improvements, Stuart's Veterans Memorial Park has received the 2012, the Florida Storm Water Association Outstanding Achievement Award for the Memorial Park Revitalization Project.

b.

(1) TITLE AND LOCATION *(City and State)*		(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Project Name:	Port St. Lucie - Riverwalk Park Boardwalk	2006	2008
Location:	Port St. Lucie, Florida		

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

To provide the citizens of the City of Port St. Lucie with improved public access to *the* signature environmental feature of the City, the City of Port St. Lucie authorized the construction of a boardwalk/elevated walking trail along the waters edge in the Riverwalk Park area of the City. The Project included the construction of a 2,500 foot long boardwalk. The project activities included survey, design, permitting and construction engineering inspections for a 10-foot boardwalk. Project elements included the boardwalks and land based pedestrian access paths, solar lighting features along the walkway, new fishing platform and access areas, new connections to the existing boat ramps in Rivergate Park along with new restrooms and improved public parking areas.

c.

(1) TITLE AND LOCATION *(City and State)*		(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Project Name:	Ft. Pierce Jetty Park	2011	2012
Location:	Ft. Pierce, Florida		

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current fir..

The Ft. Pierce Jetty Park was a small, over utilized, Public Park on the south side of the Ft. Pierce Inlet. As part of a larger parks improvement and development program, funded through the Fort Pierce Redevelopment Agency, the City of Ft. Pierce sought to both expand use opportunities at this location as well as have it serve as anchor feature as part of the Inlet Jetty Recreation System. Project activities included roadway round-about and onsite drainage designs; public parking improvements; fishing accommodations; utility relocations and upgrades; sidewalk/streetscape and landscaping enhancement, restroom facilities, and site lighting. Permitting through the Florida Department of Environmental Protection Coastal Construction Control Line (CCCL), General Environmental Resource Permit (ERP), and

d.

(1) TITLE AND LOCATION *(City and State)*		(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Project Name:	No. Causeway Boat Ramp and Boardwalk	2014	T/B/D
Location:	St. Lucie County, Florida		

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

The St. Lucie County Board of County Commissioners (Parks and Recreation Department) sought to replace/rehabilitate the existing boat ramps and boardwalks at the North Causeway Boat Ramp & Boardwalk, located along SR A-1-A (North), on North Hutchinson Island, Ft. Pierce, Florida. Culpepper and Terpening (C&T) provided survey, design and permitting services associated with the replacement of three (3) boat ramps and one (1) fixed boardwalk at this location. In addition to the design and permitting services provided, this project required extensive Bathometric and Seagrass Surveys to be prepared in order to clearly identify any areas of potential impacts as a result of the planned rehabilitative construction.

e.

(1) TITLE AND LOCATION *(City and State)*		(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Project Name:	Pepper Park Dock Replacements	2014	T/B/D
Location:	St. Lucie County, Florida		

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

The St. Lucie County Board of County Commissioners sought to replace/rehabilitate a number of older wooden docks and piers located in the County's Pepper Park Recreational Facility, on North Hutchinson Island, Ft. Pierce, Florida. Culpepper and Terpening (C&T) provided survey, design and permitting services associated with the replacement of five (5) fixed base elevated boardwalk segments and one (1) Canoe Launch Boardwalk/Ramp. Four (4) of the Boardwalk segments were to be renovated with newer materials of construction while maintaining their present design configuration. These segments were modified with floating boardwalks at their terminus to accommodate increased public access for fishing and boating.

STANDARD FORM 330 (6/2004) PAGE 2

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT *(Complete one Section E for each key person.)*

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Patrick J. Ferland, PE	Project Engineer	37	7

15. FIRM NAME AND LOCATION *(City and State)*

Culpepper and Terpening, Inc., Fort Pierce, Florida

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(ST & DISCIPLINE)*
BS Degree - Civil Engineering (1978)	State of Florida - Bd of Professional Engineers 33125 (1984)

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

NPDES Stormwater Inspector; OSHA Safety Inspector Certification; FDOT Project Management; Jessica Lunsford – Level 2 Screening Certified;

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Project Name: Stuart Memorial Park Location: City of Stuart, Florida	2009/12	2012

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm.

Stuart Veterans Memorial Park is located adjacent to the City's existing wastewater treatment facility; the Martin County Courthouse complex and the Stuart Middle School. Improvements included the rehabilitation of the City's existing wastewater treatment facilities, including replacing the existing concrete channel passing through the existing Memorial Park with open water courses that serves to meet both stormwater/ flood control and irrigation/reuse water disposal needs. Landscaping and architectural enhancements to the existing public facilities were included as part of this project. As a result of these improvements, Stuart's Veterans Memorial Park has received the 2012, the Florida Storm Water Association Outstanding Achievement Award for the Memorial Park Revitalization Project.

b.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Project Name: SR 70 Turn Lane Improvements Location: City of Okeechobee, Florida	2012	2013

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm.

The City of Okeechobee received a Community Development Block Grant (CDBG) for Economic Development to enhance the access to the newly constructed Hampton Inn and Applebee's restaurant located on the south side of SR 70 within the City limits. C&T provided fast track design and permitting to insure that the construction could be completed within the time requirements of the Grant funds. The work effort included survey, design, permitting, bid document prep and construction admin. for the project, including mgt of CDBG report requirements.

c.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Project Name: SR A1A & Seaway Drive Roundabout Location: City of Ft. Pierce, Florida	2011	2012

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm.

The project involved the redesign of the existing intersection of SR A1A and Seaway Drive, at the Ft. Pierce Jetty Park to a roundabout. The improvements were located within a limited right-of-way area and additional private property acquisition was not an option. The project was designed as an *Offset Roundabout* to insure that all the work was constructed within the existing limited right-of-way.

d.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Project Name: Crosstown & Fairgreen Signalization Location: Kolter Homes, Florida	2011	2012

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm.

Project involved survey, design and permitting of a new signalized intersection at Crosstown Parkway and Fairgreen Drive. The improvement was required as part of the Verano Development of Regional Impact.

e.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Project Name: 10th Street Reconstruction Project Location: City of Ft. Pierce, Florida	2010	2012

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

C&T provided survey, design and permitting of an ARRA funding reconstruction project for a downtown City of Ft. Pierce Roadway. The design included roadway, drainage, sidewalks, landscaping and irrigation improvements from Orange Avenue to Moore's Creek bridge. The design also included upgrades to the signalized intersection at Orange Avenue and 10th Street. The project was designed and permitting within a 6 month time frame to meet ARRA funding requirements.

STANDARD FORM 330 (6/2004) PAGE 2

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Marcelo Dimitriou, PE	CEI Project Manager/Quality Control	25	8

15. FIRM NAME AND LOCATION (City and State)

Culpepper and Terpening, Inc., Fort Pierce, Florida

16. EDUCATION (Degree and Specialization)	17. CURRENT PROFESSIONAL REGISTRATION (St.& Discipline)
BS Degree - Civil Engineering (1988)	State of Florida - Bd of Professional Engineers (2002)

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

Adv. MOT, QC Manager; Asphalt Paving Level I&II; Nuclear Safety; Storm Water Management; EEO, DBE & Payroll Compliance on LAP

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*		(2) YEAR COMPLETED	
Project Name:	Stuart Memorial Park	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Location:	City of Stuart, Florida	2009/12	2012

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

QA/QC control for design, and CEI oversight for the implementation of the park construction.

b.

(1) TITLE AND LOCATION *(City and State)*		(2) YEAR COMPLETED	
Project Name:	Ft. Pierce Jetty Park	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Location:	City of Ft. Pierce, Florida	2011	2012

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Provided design and construction plans QA/QC along with Construction oversight assistance on an as needed basis for the City

c.

(1) TITLE AND LOCATION *(City and State)*		(2) YEAR COMPLETED	
Project Name:	NE 80th Ave – Culvert/Intersection Project	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Location:	Okeechobee County, Florida	2013	2014

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current fir..

QA/QC control for CEI services associated with the replacement of a major culvert and associated canal bank stabilization for the culvert approaches along with intersection improvements to the Roadway. The stabilization was designed to insure that the banks would not be impacted during the 50 year design storm.

d.

(1) TITLE AND LOCATION *(City and State)*		(2) YEAR COMPLETED	
Project Name:	SR 70 Turn Lane Improvements	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Location:	Martin County, Florida	2012	2013

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☐ Check if project performed with current firm

QA/QC and CEI services for enhanced the access to the newly constructed Hampton Inn and Applebee's restaurant located on the south side of SR 70 within the City limits. C&T provided fast track design and permitting to insure that the construction could be completed within the time requirements of the Grant funds. The work effort included survey, design, permitting, bid document prep and construction admin. for the project, including mgt of CDBG report requirements

e.

(1) TITLE AND LOCATION *(City and State)*		(2) YEAR COMPLETED	
Project Name:	SR A1A & Seaway Drive Roundabout	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Location:	City of Ft. Pierce, Florida	2011	2012

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

QA/QC control for the redesign of the existing intersection of SR A1A and Seaway Drive, at the Ft. Pierce Jetty Park to a roundabout. The improvements were located within a limited right-of-way area and additional private property acquisition was not an option. The project was designed as an *Offset Roundabout* to insure that all the work was constructed within the existing limited right-of-way.

STANDARD FORM 330 (6/2004) PAGE 2

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Josh Killian, E.I.	Project Designer	3	3

15. FIRM NAME AND LOCATION (City and State)

Culpepper and Terpening, Inc., Fort Pierce, Florida

16. EDUCATION (Degree and Specialization)	17. CURRENT PROFESSIONAL REGISTRATION (St.& Discipline)
BS – Civil Engineering	Engineering Intern, (2013)

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

Advanced Streamline Technologies ICPR Training, AutoCadd Civil 3D FDOT Kit 2014, FDOT Pedestrian Facilities for Accessibility (DPFA) trained 2015, SFWMD SWERP &e-permitting trained 2015, McTrans Highway Capacity Workshop (standard & Roundabout design) 2015, FDOT Generalized Service Volumes Workshop 2014.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*		(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Project Name:	California Boulevard Turn Lanes	2014	2015
Location:	Port St. Lucie, Florida		

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Culpepper & Terpening provided the analysis, design and permitting for the development of new left and right turn lanes to provide enhanced safety access to the St. Bernadette's Catholic Church on California Boulevard in the St. Lucie West section of the City. Design efforts included turning movement counts to determine the appropriate turn lane lengths to accommodate the Sunday Church services.

b.

(1) TITLE AND LOCATION *(City and State)*		(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Project Name:	SR A1A & Jensen Csway Roundabout	2013/14	2015
Location:	Jensen Beach, Florida		

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

The project, administered by Martin County, involved the redesign of the existing roundabout at the intersection of SR A1A & Jensen Causeway to provide for added safety and capacity enhancements while insuring that the improvements did not encroach upon surrounding environmentally sensitive lands. The project improvements included a dedicated SB to WB right turn slip lane to allow the dominant PM traffic to navigate the roundabout with minimal impact.

c.

(1) TITLE AND LOCATION *(City and State)*		(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Project Name:	NE 80th Ave – Culvert/Intersection Project	2013	2014
Location:	Okeechobee County, Florida		

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current fir..

Project involved the hydraulic modeling of a 2,000 acre drainage basin located in eastern Okeechobee County for the replacement of a major culvert and associated canal bank stabilization for the culvert approaches along with intersection improvements to the Roadway. The stabilization was designed to insure that the banks would not be impacted during the 50 year design storm.

d.

(1) TITLE AND LOCATION *(City and State)*		(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Project Name:	North Lennard Road Drainage Investigation	2015/2016	N/A
Location:	St. Lucie County		

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☐ Check if project performed with current firm

Culpepper & Terpening, is in the process of providing a stormwater assessment of the area surrounding the recently completed North Lennard Road project. The work efforts include survey data collection, historical drainage pattern review, ICPR stormwater modeling and sill result in recommendations with respect to improvements within the basin to provide a drainage system for the project area.

e.

(1) TITLE AND LOCATION *(City and State)*		(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Project Name:	Portofino Shores (CDD) Lake Bank	2013	2013
Location:	St. Lucie County, Florida		

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

C&T provided the design, permitting and construction administration services for the restoration improvements to failing lake banks within the Portofino Shores residential community. The internal lake system was experiencing erosion issues to a majority of the existing lake banks. C&T reviewed, analyzed and provided recommended solutions to the problem.

STANDARD FORM 330 (6/2004) PAGE 2

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Lisa Gayle-Holness, EI	Design Engineer	11	2

15. FIRM NAME AND LOCATION (City and State)

Culpepper and Terpening, Inc., Fort Pierce, Florida

16. EDUCATION (Degree and Specialization)	17. CURRENT PROFESSIONAL REGISTRATION (St.& Discipline)
BS Degree - Civil Engineering	Engineer Intern

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

AutoCadd Civil 3D FDOT Kit 2014, Advanced Streamilne Technologies ICPR Training, 2015, FDOT Civil 3D Corridor Modeling Training 2015

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*		(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Project Name:	**B-12 Weir Repair Project**		
Location:	**Port St. Lucie, Florida**	**2015**	**2015**

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Design and permitting for the repair to the recently completed outfall structure from the E-35 Canal to the E-8 Canal that is experienced failure in the Articulated Concrete Block (ACB) mat utilized for stabilization on the downstream side of the weir structure. Replacements options provided the most cost effective repair while taking into account maintainability of the canal banks and constructability with respect to the surrounding residential community

b.

(1) TITLE AND LOCATION *(City and State)*		(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Project Name:	**Centennial Park**		
Location:	**City of Okeechobee, Florida**	**2016**	**N/A**

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☐ Check if project performed with current firm

Responsible for the design and permitting of the Centennial Park Improvements. Design includes the development of a baffle box system that will provide for enhanced water quality treatment of a residential subdivision located adjacent of the park site. Also responsibilities for modeling drainage system in ICPR and developing cross-sections and details for park components. The project received a grant from the FDEP for water quality enhancements.

c.

(1) TITLE AND LOCATION *(City and State)*		(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Project Name:	**Discovery Way Improvements**		
Location:	**City of Port St. Lucie, Florida**	**2015**	**N/A**

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current fir..

Provided the design and plans preparation for the improvements to Discovery Way and Southern Groves Basin B surface water management system related to the proposed improvements for the Keiser University project. Design include rigorous modeling through the use of the ICPR program to determine the surface water improvements required within the B basin and insuring that both Village Parkway and Discovery Way would not be impacted by the proposed drainage basin changes

d.

(1) TITLE AND LOCATION *(City and State)*		(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Project Name:	**Rock Road Improvement Project**		
Location:	**St. Lucie County, Florida**	**2015**	**N/A**

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

C&T provided 60% complete plans to the Treasure Coast Education and Research Authority (TCEDRA) for the roadway improvements to Rock Road between Pico Road and North St. Lucie Water Control District Canal No. 46. The proposed improvements will result in a 2 lane divided roadway section that will be convertible to a future 4 lane divided roadway. The design included stormwater modeling for the roadway and surrounding properties for potential development within the Research park.

e.

(1) TITLE AND LOCATION *(City and State)*		(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Project Name:	**SFWMD Everglades Restoration Project**		
Location:	**Palm Beach County, Florida**	**2013**	**N/A**

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☐ Check if project performed with current firm

Provided *Embankment & Hydraulic Design associated* with the design of a +15,000 ac detention basin consisting of levees, conveyance canals, and gated structures (with instrumentation and controls) to make timely releases to downstream basins as needed. Construction costs are estimated at $45 Million.

STANDARD FORM 330 (6/2004) PAGE 2

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Tom Kiernan, PSM	Survey Manager	28	14

15. FIRM NAME AND LOCATION (City and State)

Culpepper and Terpening, Inc., Fort Pierce, Florida

16. EDUCATION (Degree and Specialization)	17. CURRENT PROFESSIONAL REGISTRATION (St.& Discipline)
Indian River State College	State of Florida – Bd. of Prof. Surveyor & Mapper (6199)

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

FDOT Certified MOT, FDOT GPS Network Analysis,

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*		(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Project Name:	Stuart Memorial Park		
Location:	City of Stuart, Florida	2009/12	2012

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Provided survey for the Stuart Veterans Memorial Park is located adjacent to the City's existing wastewater treatment facility; the Martin County Courthouse complex and the Stuart Middle School. Improvements included the rehabilitation of the City's existing wastewater treatment facilities, including replacing the existing concrete channel passing through the existing Memorial Park with open water courses that serves to meet both stormwater/ flood control and irrigation/reuse water disposal needs. Landscaping and architectural enhancements to the existing public facilities were included as part of this project. As a result of these improvements, Stuart's Veterans Memorial Park has received the 2012, the Florida Storm Water Association Outstanding Achievement Award for the Memorial Park Revitalization Project.

b.

(1) TITLE AND LOCATION *(City and State)*		(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Project Name:	Ft. Pierce Jetty Park		
Location:	City of Ft. Pierce, Florida	2011	2012

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Provided survey for the The Ft. Pierce Jetty Park improvement and development program, funded through the Fort Pierce Redevelopment Agency, the City of Ft. Pierce sought to both expand use opportunities at this location as well as have it serve as anchor feature as part of the Inlet Jetty Recreation System. Project activities included roadway round-about and onsite drainage designs; public parking improvements; fishing accommodations; utility relocations and upgrades; sidewalk/streetscape and landscaping enhancement, restroom facilities, and site lighting. Permitting through the Florida Department of Environmental Protection Coastal Construction Control Line (CCCL), General Environmental Resource Permit (ERP),

c.

(1) TITLE AND LOCATION *(City and State)*		(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Project Name:	North Causeway Boat Ramps & Boardwalks		
Location:	St. Lucie County, Florida	2013	N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Provided the Survey for the replacement/rehabilitate the existing boat ramps and boardwalks at the North Causeway Boat Ramp & Boardwalk, located along SR A-1-A (North), on North Hutchinson Island, Ft. Pierce, Florida. Culpepper and Terpening (C&T) provided survey, design and permitting services associated with the replacement of three (3) boat ramps and one (1) fixed boardwalk at this location. In addition to the design and permitting services provided, this project required extensive Bathometric and Seagrass Surveys to be prepared in order to clearly identify any areas of potential impacts as a result of the planned rehabilitative construction.

d.

(1) TITLE AND LOCATION *(City and State)*		(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Project Name:	Pepper Park Dock Replacement		
Location:	St. Lucie County, Florida	2014	N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Provided the survey for the replacement /rehabilitate a number of older wooden docks and piers located in the County's Pepper Park Recreational Facility, on North Hutchinson Island, Ft. Pierce, Florida. Culpepper and Terpening (C&T) provided survey, design and permitting services associated with the replacement of five (5) fixed base elevated boardwalk segments and one (1) Canoe Launch Boardwalk/Ramp. Four (4) of the Boardwalk segments were to be renovated with newer materials of construction while maintaining their present design configuration. These segments were modified with floating boardwalks at their terminus to accommodate increased public access for fishing and boating.

e.

(1) TITLE AND LOCATION *(City and State)*		(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Project Name:	SR A1A & Seaway Drive Roundabout		
Location:	City of Ft. Pierce, Florida	2011	2012

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Provided the survey for the redesign of the existing intersection of SR A1A and Seaway Drive, at the Ft. Pierce Jetty Park to a roundabout. The improvements were located within a limited right-of-way area and additional private property acquisition was not an option. The project was designed as an *Offset Roundabout* to insure that all the work was constructed within the existing limited right-of-way.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Robert Johnson, PSM	**Project Surveyor**	**18**	**1**

15. FIRM NAME AND LOCATION (City and State)

Culpepper and Terpening, Inc., Fort Pierce, Florida

16. EDUCATION (Degree and Specialization)	17. CURRENT PROFESSIONAL REGISTRATION (St.& Discipline)
B.S Geomatics	**FL - PROFESSIONAL SURVEYOR AND MAPPER**

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

Florida Surveying and mapping Society – Current; National Society for Professional Surveyors – Current; Red Vector Certificate in Project Management - 2015

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*		(2) YEAR COMPLETED	
Project Name:	**Indian River Estates**	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Location:	**St. Lucie County, Florida**	2015	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

As-Built information of constructed drainage improvements within the Indian River Estates Subdivision for Remediation of previous contractor errors. Plans were then utilized for calculation of corrective action, and then used for stake out and as-built drawings for re-constructed efforts.

b.

(1) TITLE AND LOCATION *(City and State)*		(2) YEAR COMPLETED	
Project Name:	**Emergency Relief Canal**	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Location:	**Port St. Lucie, Florida**	2010	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☐ Check if project performed with current firm

Topographic survey and cross sections from Andover Ct. to Tract "N", Port St. Lucie Section 41

c.

(1) TITLE AND LOCATION *(City and State)*		(2) YEAR COMPLETED	
Project Name:	**St. Lucie County Historical Museum**	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Location:	**Ft. Pierce, Florida**	2010	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☐ Check if project performed with current fir..

Specific purpose survey depicting above ground evidence of existing improvements for design purposes.

d.

(1) TITLE AND LOCATION *(City and State)*		(2) YEAR COMPLETED	
Project Name:	**10th Street Re-Design**	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Location:	**Stuart, Florida**	2013	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☐ Check if project performed with current firm

Specific purpose survey along 10th Street from Palm Beach Road East to East Parkway depicting above ground evidence of existing improvements for design purposes.

e.

(1) TITLE AND LOCATION *(City and State)*		(2) YEAR COMPLETED	
Project Name:	**Jensen Beach Causeway**	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Location:	**Jensen Beach, Florida**	2012	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☐ Check if project performed with current firm

Specific Purpose survey along NE Causeway Boulevard, from the East side of the causeway bridge to S Ocean Drive (SR A-1-A), thence North and South along S Ocean Drive (SR A-1-A), 500 feet depicting above ground evidence of existing improvements for design purposes.

STANDARD FORM 330 (6/2004) PAGE 2

SF 330
PROJECT EXAMPLES

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 01

21. TITLE AND LOCATION *(City and State)*	22. YEARS COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Stuart Memorial Park **Stuart, Florida**	**2009/12**	**2012**

23. PROJECT OWNER'S INFORMATION

A. PROJECT OWNER	B. POINT OF CONTACT NAME	C. POINT OF CONTACT TELEPHONE NUMBER
City of Stuart	**Samuel Amerson, PE, Pub Works Dir.**	**772-288-1292**

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(include scope size, and cost)*

Stuart Veterans Memorial Park is located adjacent to the City's existing wastewater treatment facility; the Martin County Courthouse complex and the Stuart Middle School, all located in the center of the redevelopment and renewal program area for the City of Stuart. Needing to provide for improvements to the existing facilities at the wastewater treatment plant and to correct existing, and repetitive, flood conditions at the existing Memorial Park property, the City of Stuart engaged Culpepper and Terpening, Inc., to assist in the design, permitting and construction of a series of improvements to these facilities. These improvements included the rehabilitation of the City's existing wastewater treatment facilities, including the addition of tank covers and odor control features and replacing the existing concrete channel passing through the existing Memorial Park with a series of new culverts and pipes along with open water courses that serves to meet both stormwater/ flood control and irrigation/reuse water disposal needs. Landscaping and architectural enhancements to the existing public facilities were Included as part of this project.

As a result of these improvements, Stuart's Veterans Memorial Park has been transformed from an underutilized and unappealing public space into a viable urban park that serves a variety of community needs and functions. In recognition of the creative and successful redevelopment of this Park and critical community infrastructure facility, in 2012, the Florida Storm Water Association selected the City of Stuart for its 2012 Outstanding Achievement Award for the Memorial Park Revitalization Project. The City also received a Project of the Year Award from the Florida Chapter of the American Public Works Society.

Project Cost
$ 2,500,000

Relevance to Submitted Project				
Survey	Design	Permitting	CEI	Other
XX	XX	XX	XX	

Park Entry Arch

Bio-Swale/ Stormwater Treatment Element

Typical Park Shelter/ with Overlook

Stuart Memorial Park Signature Tree Feature

CT File No.: 08-329.140

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Culpepper & Terpening	Ft. Pierce, FL	Survey/ Design/ Permitting and CEI
b.	Lucido & Associates	Stuart, FL	Landscape and site designs
c.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 02

21. TITLE AND LOCATION *(City and State)*	22. YEARS COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Port St. Lucie - Riverwalk Park Boardwalk (Phase I & II) **Port St.Lucie, Florida**	**2006**	**2008**

23. PROJECT OWNER'S INFORMATION

A. PROJECT OWNER	B. POINT OF CONTACT NAME	C. POINT OF CONTACT TELEPHONE NUMBER
City of Port St. Lucie	**Brad Keen, Parks Administrator**	**772-344-4005**

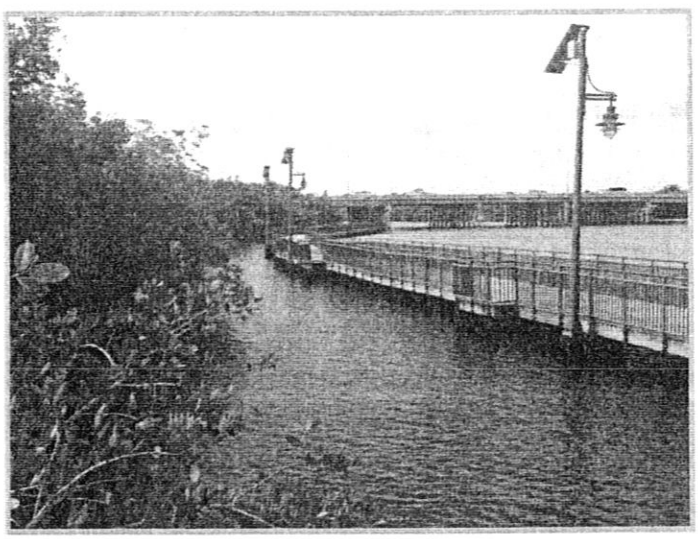
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(include scope size, and cost)*

To provide the citizens of the City of Port St. Lucie with improved public access to *the* signature environmental feature of the City, the North Fork of the St. Lucie River, the City of Port St. Lucie authorized the construction of a boardwalk/elevated walking trail along the waters edge in the Riverwalk Park area of the City. This facility was designed to serve as public access to the North Fork of the St. Lucie River. The Project included the construction of a 2,500 foot long boardwalk, extending from just north of Port St. Lucie Boulevard, north towards Veterans Memorial Park. Funding for this project was provided through the Florida Inland Navigation District (FIND).

The project activities included survey, design, and construction engineering inspections for a 10-foot boardwalk. Project elements included the boardwalks and land based pedestrian access paths, solar lighting features along the walkway, new fishing platform and access areas, new connections to the existing boat ramps in Rivergate Park along with new restrooms and improved public parking areas.

The project required extensive coordination and permitting with the the Army Corps,; the South Florida Water Management District; the Florida Department of Environmental Protection (FDEP), Division of State Lands; the ARC Committee and the FDEP Office of Aquatic Preserve.

Consultant Cost: $17,225



Project Cost
$ 610,000

Relevance to Submitted Project				
Survey	Design	Permitting	CEI	Other
XX	XX	XX	XX	XX

CT File No.: 06-375

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Culpepper & Terpening	Ft. Pierce, FL	Survey/ Design/ Permitting and CEI
b.	RL Weigt Assoc. (/n/k/a HSE)	Hobe Sound, FL	Environmental Permitting
c.	Lucido & Associates	Stuart, FL	Landscape Architect

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 03

21. TITLE AND LOCATION *(City and State)*	22. YEARS COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Ft. Pierce Jetty Park **Ft. Pierce, Florida**	**2011**	**2012**

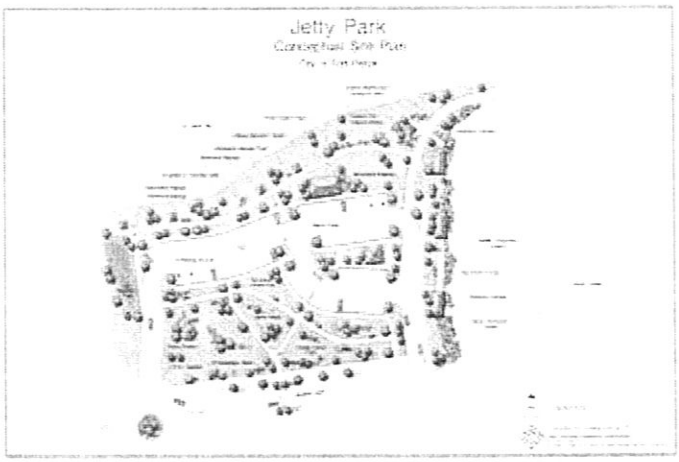
23. PROJECT OWNER'S INFORMATION

A. PROJECT OWNER	B. POINT OF CONTACT NAME	C. POINT OF CONTACT TELEPHONE NUMBER
City of Ft. Pierce	**Jack Andrews, P.E., City Engineer**	**772-467-3773**

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(include scope size, and cost)*

The Ft. Pierce Jetty Park was a small, over utilized, Public Park on the south side of the Ft. Pierce Inlet. As part of a larger parks improvement and development program, funded through the Fort Pierce Redevelopment Agency, the City of Ft. Pierce sought to both expand use opportunities at this location as well as have it serve as anchor feature as part of the Inlet Jetty Recreation System.

Project activities included roadway round-about and onsite drainage designs; public parking improvements; fishing accommodations; utility relocations and upgrades; sidewalk/streetscape and landscaping enhancement, restroom facilities, and site lighting. Permitting through the Florida Department of Environmental Protection Coastal Construction Control Line (CCCL), General Environmental Resource Permit (ERP), and Florida Department of Transportation (FDOT) permits were required for the 1.6 Million dollar improvement that was funded through the Florida CDBG Grant Program. In addition right of way acquisition and land use agreements were required from the US Army Corps of Engineers (ACOE), and private property owners.



Project Cost
$ 1,600,000

Relevance to Submitted Project				
Survey	Design	Permitting	CEI	Other
XX	XX	XX	XX	

CT File No.: 11-212

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Culpepper & Terpening	Ft. Pierce, FL	Survey/ Design/ Permitting and CEI
b.	Lucido & Associates	Stuart, FL	Landscape and site designs
c.	RL Weigt Assoc. (/n/k/a HSE)	Hobe Sound, FL	Environmental Permitting

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 04

21. TITLE AND LOCATION *(City and State)*	22. YEARS COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
No. Causeway Boat Ramp and Boardwalk Repairs Ft. Pierce, Florida	**2014**	**T/B/D**

23. PROJECT OWNER'S INFORMATION

A. PROJECT OWNER	B. POINT OF CONTACT NAME	C. POINT OF CONTACT TELEPHONE NUMBER
St. Lucie County	**Matt Baum, Parks &Spcl. Facilties Mgr.**	**772-462-2991**

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(include scope size, and cost)*

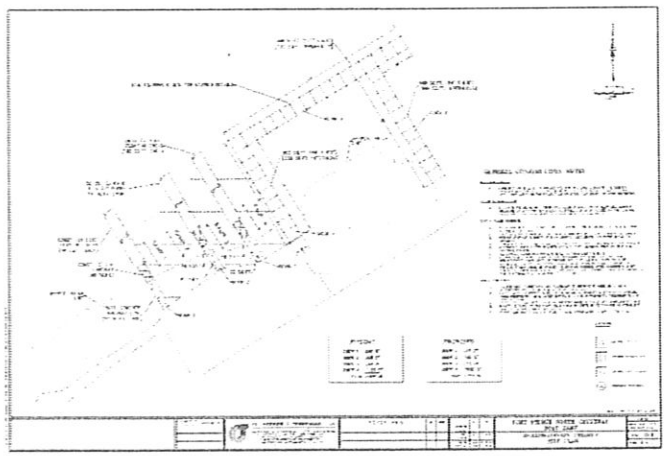
The St. Lucie County Board of County Commissioners (Parks and Recreation Department) sought to replace/rehabilitate the existing boat ramps and boardwalks at the North Causeway Boat Ramp & Boardwalk, located along SR A-1-A (North), on North Hutchinson Island, Ft. Pierce, Florida. Culpepper and Terpening (C&T) provided survey, design and permitting services associated with the replacement of three (3) boat ramps and one (1) fixed boardwalk at this location.

The existing boat ramps, their attendant piers and a perimeter boardwalk were determined by the County to be in need of repair (approximately 20 years old) and were to be replaced with materials that are less susceptible to deterioration and suitable to meet Seagrass protection guidelines.

In addition to the design and permitting services provided, this project required extensive Bathometric and Seagrass Surveys to be prepared in order to clearly identify any areas of potential impacts as a result of the planned rehabilitative construction.

Project Cost
$ 320,000 (budgeted)

Relevance to Submitted Project				
Survey	Design	Permitting	CEI	Other
XX	XX	XX		



Site Plan

CT File No.: 13-174

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Culpepper & Terpening	Ft. Pierce, FL	Survey/ Design/ Permitting and CEI
b.	RL Weigt Assoc. (/n/k/a HSE)	Hobe Sound, FL	Environmental Permitting
c.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 05

21. TITLE AND LOCATION *(City and State)*	22. YEARS COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Pepper Park Dock Replacements **Ft. Pierce, Florida**	**2014**	**T/B/D**

23. PROJECT OWNER'S INFORMATION

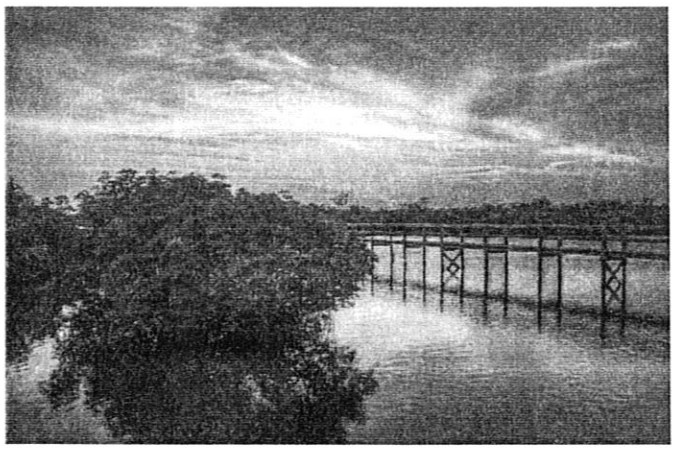
A. PROJECT OWNER	B. POINT OF CONTACT NAME	C. POINT OF CONTACT TELEPHONE NUMBER
St. Lucie County	**Matt Baum, Parks &Spcl. Facilties Mgr.**	**772-462-2991**

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(include scope size. and cost)*

The St. Lucie County Board of County Commissioners (Parks and Recreation Department) sought to replace/rehabilitate a number of older wooden docks and piers located in the County's Pepper Park Recreational Facility, On North Hutchinson Island, Ft. Pierce, Florida. Culpepper and Terpening (C&T) provided survey, design and permitting services associated with the replacement of five (5) fixed base elevated boardwalk segments and one (1) Canoe Launch Boardwalk/Ramp.

The existing fixed boardwalks were determined to be in need of repair (approximately 20 years old) and were to be replaced with materials that are less susceptible to deterioration and suitable to meet Seagrass protection guidelines. Four (4) of the Boardwalk segments were to renovated with newer material of construction while maintaining their present design configuration. The segments were modified with floating boardwalks at their terminus to accommodate increased public access for fishing and boating.

In addition to the design and permitting services provided, this project required extensive Bathometric and seagrass surveys to be prepared in order to clearly identify any areas of potential impacts as a result of the planned rehabilitative construction.



Project Cost
$ 350,000 (budgeted)

Relevance to Submitted Project				
Survey	Design	Permitting	CEI	Other
XX	XX	XX		

CT File No.: 13-161

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Culpepper & Terpening	Ft. Pierce, FL	Survey/ Design/ Permitting and CEI
b.	RL Weigt Assoc. (/n/k/a HSE)	Hobe Sound, FL	Environmental Permitting
c.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 06

21. TITLE AND LOCATION *(City and State)*	22. YEARS COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Ft. Pierce Inlet Linear Park **Ft. Pierce, Florida**	**2011**	**2012**

23. PROJECT OWNER'S INFORMATION

A. PROJECT OWNER	B. POINT OF CONTACT NAME	C. POINT OF CONTACT TELEPHONE NUMBER
City of Ft. Pierce	**Jack Andrews, P.E., City Engineer**	**772-467-3773**

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(include scope size, and cost)*

Fort Pierce Inlet Linear Park is a multi-dimensional recreational project located along the south side of the Fort Pierce Inlet, beginning at the west end of the Ft. Pierce Jetty Park, and is to run approximately 2,300 feet, connecting back into the primary pedestrian system adjacent to the newly reconstructed SR A-1-A. This project is considered a critical link in the City's larger 'Riverwalk' project that is intended to enhance Eco-Tourism and community recreation in the area. The project was funded through the Fort Pierce Redevelopment Agency, with overall project administration provided by the City of Ft. Pierce.

Project activities included the design, permitting and subsequent inspections and certifications of the newly constructed walkway. Project designs included coordination into the restoration of the City's Jetty Park, improved public parking and access areas, new fishing piers/platforms, landscaping and pedestrian lighting designed to meet City of Ft. Pierce for Sea Turtle Protection regulations.

As part of this project, limited right of way acquisition and land use agreements were required from the US Army Corps of Engineers (ACOE) and several private property owners. Being located alongside a designated State of Florida Aquatic Preserve required close coordination with federal, state and local agencies, including the City of Fort Pierce, St. Lucie County, ACOE, FDOT, FDEP and a Coastal Construction Control Line (CCCL) permit.

Preserve required close coordination with federal, state and local agencies, including the City of Fort Pierce, St. Lucie County, ACOE, FDOT, FDEP and a Coastal Construction Control Line (CCCL) permit.

Project Cost
$ 850,000

Relevance to Submitted Project				
Survey	Design	Permitting	CEI	Other
XX	XX	XX	XX	

Ft. Pierce Inlet Linear Park (Looking East)

CT File No.: 07-430

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Culpepper & Terpening	Ft. Pierce, FL	Survey/ Design/ Permitting and CEI
b.	Lucido & Associates	Stuart, FL	Landscape and site designs
c.	RL Weigt Assoc. (/n/k/a HSE)	Hobe Sound, FL	Environmental Permitting

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 07

21. TITLE AND LOCATION *(City and State)*	22. YEARS COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Centennial Park (Taylor Creek Park) **City of Okeechobee, Florida**	**2014/16**	**TBD**

23. PROJECT OWNER'S INFORMATION

A. PROJECT OWNER	B. POINT OF CONTACT NAME	C. POINT OF CONTACT TELEPHONE NUMBER
City of Okeechobee	**David Allen, Pub Works Dir.**	**863-763-3372**

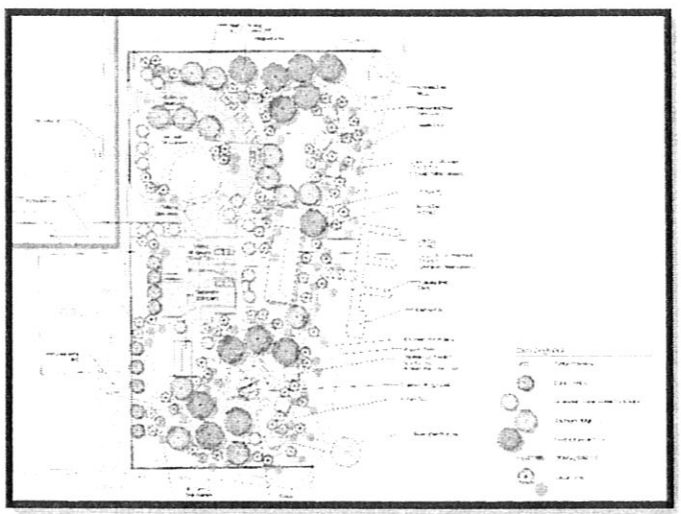
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(include scope size, and cost)*

The City of Okeechobee proposes to construct a new neighborhood recreational facility along Taylor Creek in the southeast part of the City. The proposed park development plan includes several small floating boat docks, fishing/observation platform, canoe/kayak launch areas, "Chickee" picnic areas along with a central pavilion, children's playground area, restroom facilities, paved parking with landscape & lighting improvements.

Culpepper and Terpening (C&T) has been authorized to commence with final site designs for the facility while the City continues to pursuing final grant funding for the project. C&T provided, and assisted in the submission of, applications to the Florida Department of Environmental Protection (FDEP) for both Section 319 and TMDL Grants to fund the construction of the project. These grant applications included proposed improvements within the park facility design to provide water quality enhancements to not only the park site area, but also the surrounding, 33 acre, residential watershed that is currently discharging directly to Taylor Creek, without any water treatment.

Project Cost
$ 367,260

Relevance to Submitted Project				
Survey	Design	Permitting	CEI	Other
XX	XX	XX		



Centennial Park Concept Plan

CT File No.: 14-024

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Culpepper & Terpening	Ft. Pierce, FL	Survey/ Design/ Permitting and CEI
b.	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 08

21. TITLE AND LOCATION *(City and State)*	22. YEARS COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Hutchinson Island Gateway Improvements (Phase 1) **Martin County, Florida**	**2013/14**	**2014**

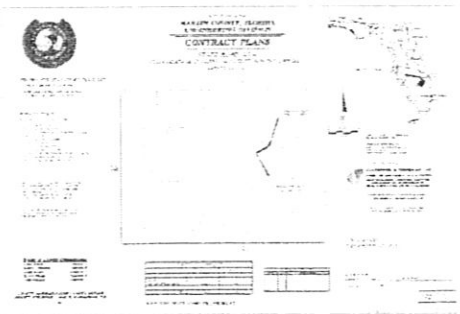
23. PROJECT OWNER'S INFORMATION

A. PROJECT OWNER	B. POINT OF CONTACT NAME	C. POINT OF CONTACT TELEPHONE NUMBER
Martin County BOCC	**Erik Ferguson, PE, Project Manager**	**772-288-5927**

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(include scope size, and cost)*

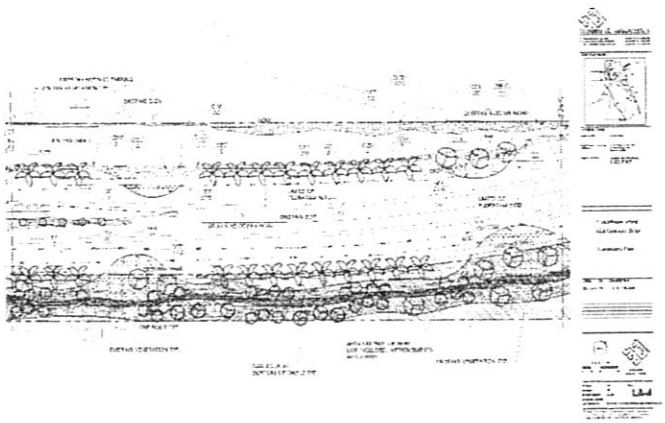
As part of a communitywide neighborhood enhancement program, Martin County proposes to establish 'gateway' improvements along major transportation routes accessing various areas of the County. The ***Hutchinson Island Gateway Project*** is a landscaping and appearance improvement project that is to be made along the SR A-1-A (East Ocean Boulevard) right-of-way, from the east end of the Ernest Lyons Bridge to an area just west of the Elliot Museum. This project is located entirely on South Hutchinson Island in Martin County, Florida.

Services provided by the project included survey, design, and environmental coordination. During the design of the project, a determination was made to scale back from the conceptual/initial project limits in order to avoid and minimize impacts to an emergent wetland/mangrove area adjacent to SR A-1-A, near the Elliott Museum.



Project Cost
$ 235,000

Relevance to Submitted Project				
Survey	Design	Permitting	CEI	Other
XX	XX	XX		



Typical Landscape Improvement Plans

CT File No.: 13-087

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Culpepper & Terpening	Ft. Pierce, FL	Survey/ Design/ Permitting and CEI
b.	Lucido & Associates	Stuart, FL	Landscape and site designs
c.	Ardaman & Associates	Port St. Lucie, FL	Geo-Tech

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS · LAND SURVEYORS

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 09

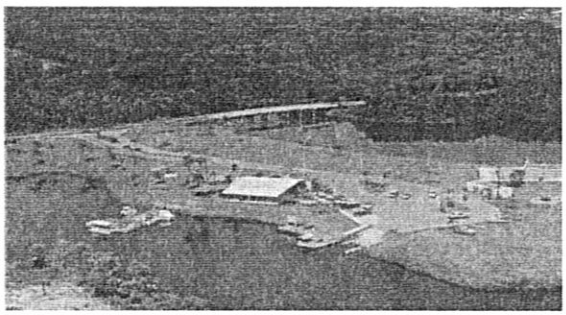
21. TITLE AND LOCATION *(City and State)*	22. YEARS COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
River Park Marina, Port St. Lucie	**2003**	**2004**

23. PROJECT OWNER'S INFORMATION

A. PROJECT OWNER	B. POINT OF CONTACT NAME	C. POINT OF CONTACT TELEPHONE NUMBER
St. Lucie County	**Don McLam, Supervisor**	**772-462-1444**

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(include scope size, and cost)*

The River Park Marina, first established in the early 1960's as a private recreation area for the benefit of property owners in what would become known as the River Park area of St. Lucie County, was transferred into the ownership of the St. Cluie County Board Of County Commissioners in 1991. in 2003, St. Lucie County began a comprehensive overhaul of the existing park facilities and Culpepper and Terpening was selected to provide project survey and site design/permitting services associated with the development of a new fishing boardwalk; canoe/kayak launch facilities; boat docking and launching area improvements; car and trailer parking area improvements; observation decks, nature paths and walking trail improvements; river side slope protections, and utility service connections to improved public restrooms.



River Park Marina (Circa 1965)

Project Cost
n/a

Relevance to Submitted Project				
Survey	Design	Permitting	CEI	Other

River Park Marina - 2015

CT File No.: 03-132

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Culpepper & Terpening	Ft. Pierce, FL	Survey/ Design/ Permitting and CEI
b.	RL Weigt Assoc. (/n/k/a HSE)	Hobe Sound, FL	Environmental Permitting
c.			

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS · LAND SURVEYORS

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 10

21. TITLE AND LOCATION *(City and State)*: **Halpatiokee Regional Park, Park and Ride**
Ft. Pierce, Florida

22. YEARS COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
2009	2010

23. PROJECT OWNER'S INFORMATION

A. PROJECT OWNER	B. POINT OF CONTACT NAME	C. POINT OF CONTACT TELEPHONE NUMBER
Martin County BOCC	Kevin Landry, ASLA	772-288-5927

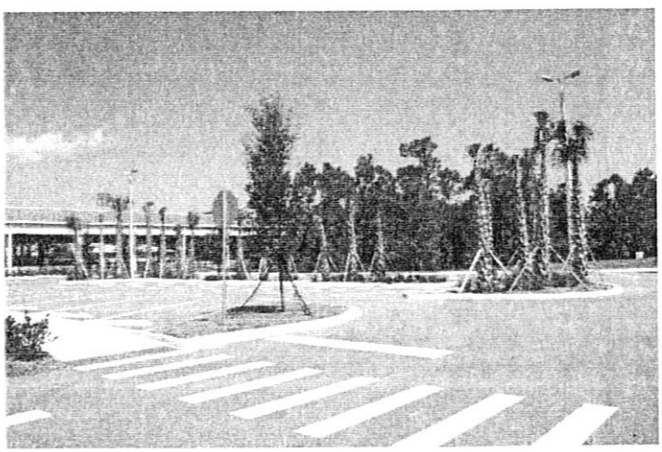
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(include scope size, and cost)*

The Halpatiokee Park & Ride project was the addition of a park & ride facility located within the Martin County Halpatiokee Regional Park. The park site was chosen by the Martin County MPO due to the central location within the County to provide transit connections to Palm Beach County. The project was funded through a grant issued by Palm Tran.

The project scope included surveying, design, permitting and construction documents for both updating the Park's Master Plan to include the Park & Ride facility as well as the actual development of the new parking area and associated facilities. The Park & Ride facility included the addition of 32 parking spaces, transit bus stop, site lighting, landscaping, irrigation and pedestrian interconnectivity. The project also required coordination and permitting from Florida Department of Environmental Protection, South Florida Water Management District, Martin County, and Florida Department of Transportation.

Project Cost
$ 106,600

Relevance to Submitted Project				
Survey	Design	Permitting	CEI	Other
XX	XX	XX		



Halpatiokee Regional Park, Park and Ride

CT File No.: 09-132

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Culpepper & Terpening	Ft. Pierce, FL	Survey/ Design/ Permitting and CEI
b.	Ardaman & Associates	Port St. Lucie, FL	Geo-Tech
c.			

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS · LAND SURVEYORS

G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

26. NAMES OF KEY PERSONNEL (From Section E, Block 12)	27. ROLE IN THIS CONTRACT (From Section E, Block 13)	28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below before completing table. Place "X" under project key number for participation in same or similar role.)									
		1	2	3	4	5	6	7	8	9	10
James P. Terpening, PE	Principal	X	X	X	X	X	X	X	X	X	X
Stefan K. Matthes, PE	Project Manager	X	X	X	X	X	X	X	X	X	X
Patrick Ferland, PE	Design Engineer	X			X	X		X	X		
Marcello Dimiterou, PE	QA/QC Control	X		X			X				X
Josh Killian, EI	Design Engineer				X	X		X			
Lisa Gayle-Holness, EI	Design Engineer				X	X		X			
Thomas Kiernan, PSM	Survey	X	X	X	X	X	X	X	X	X	X
Robert Johnson, PSM	Survey				X	X					

29. EXAMPLE PROJECTS KEY

No.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)	No.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)
1.	Stuart Memorial Park	6.	Ft. Pierce Inlet Linear Park
2.	Port St. Lucie - Riverwalk/Boardwalk (Ph I & II)	7.	Centennial Park (Taylor Creek Park)
3.	Ft. Pierce Jetty Park	8.	Hutchinson Island Gateway Improvements
4.	No. Causeway Boat Ramp and Boardwalk Repairs	9.	River Park Marina, Port St. Lucie
5.	Pepper Park Dock Replacements	10.	Halpatiokee Regional Park, Park and Ride

H. ADDITIONAL INFORMATION

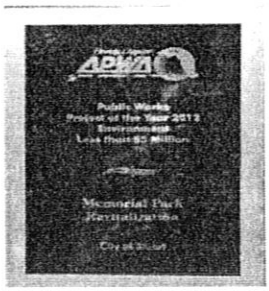
30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

C&T Industry Recognition

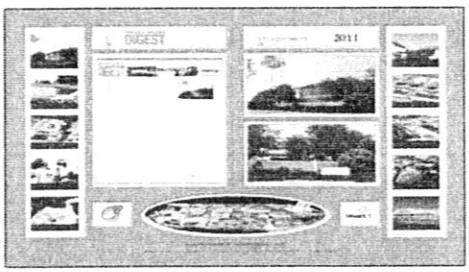
Culpepper & Terpening, Inc. is proud to have been recognized nationally for our outstanding Civil Engineering and Land Surveying Services. In 2012, we received an Outstanding Achievement Award from the Florida Stormwater Association and the Project of the Year from the American Public Works Association for projects in **Martin County.** In 2011, we received a Top Ten Project Award from Water and Wastes Digest for the City of **Stuarts Memorial Park** project and in 2008, we were the recipient of the FICE Engineering Excellence Grand Award.

2012: FSA Outstanding Achievement Award

2012: APWA Project of the Year



2011: Water & Wastes Digest Top Projects Award



2008: FICE Engineering Excellence Grand

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE _____ 32. DATE 04/26/16

33. NAME AND TITLE Stefan K. Matthes, PE, Senior Vice President

STANDARD FORM 330 (6/2004) PAGE 5

ARCHITECT – ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER *(If any)*: RFQ #2016-0056

PART II – GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (OR BRANCH OFFICE) NAME	3. YEAR ESTABLISHED	4. DUNS NUMBER
Culpepper and Terpening, Incorporated	1985	15-565-2795

2b. STREET	5. OWNERSHIP	
2980 South 25th Street	TYPE	Corporation
	SMALL BUSINESS STATUS	Yes

2c. CITY	2d. STATE	2e. ZIP CODE	7. NAME OF FIRM (If block 2a is a branch office)
Ft. Pierce	FL	34981	

6a. POINT OF CONTACT NAME AND TITLE	
James "Butch" Terpening	
6b. TELEPHONE NUMBER	**6c. E-MAIL ADDRESS**
772-464-3537	bterpening@ct-eng.com

8a. FORMER FIRM NAME(S) *(If any)*	8b. YR. ESTABLISHED	8c. DUNS NUMBER
CFS and Associates (Brett Culpepper)	1972	
JP Terpening, Corp. (Butch Terpening)	1979	

9. EMPLOYEES BY DISCIPLINE

a. Function Code	b. Discipline	c. No. of Employees (1) FIRM	c. No. of Employees (2) BRANCH
02	Administration	5	
08	CADD Tech	6	
12	Civil engineer (PE/EI)	8	
15	Construction Inspectors	4	
38	Land Surveyor	8	
47	Planner – Urban/Regional	1	
48	Project Managers	3	
	Other Employees		
	Total	35	

10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVG REV. FOR LAST 5 YRS

a. Profile Code	b. Experience	c. Revenue Index Number *(see below)*
C15	Construction Management	4
C16	Construction Surveying	4
H07	Hwys, Street, Airfield Paving	6
P06	Planning (Site, Installation and Project	5
L02/ S10	Surveying, Mapping, Platting	6
T03	Traffic and Transportation	6
T04	Topo Survey and Map	3
S13	Stormwater Handling & Facilities	6
S04	Sewage Collection/ Treatment and Disposal	6
U03	Water Resources, Hydrology	4
W03	Water Supply, Treatment and Design	6
Z01	Zoning, Land Use Studies	4

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS
(Insert revenue index number shown at right)

a. Federal Work	1
b. Non-Federal Work	7
c. Total Work	7

12. PROFESSIONAL SERVICES REVENUE INDEX NUMBER

1. Less than $100,000	6. $2 million to less than $5 million
2. $100,00 to less than $250,000	7. $5 million to less than $10 million
3. $250,000 to less than $500,000	8. $10 million to less than $25 million
4. $500,000 to less than $1 million	9. $25 million to less than $50 million
5. $1 million to less than $2 million	10. $50 million or greater

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE		32. DATE	04/26/16
33. NAME AND TITLE	Stefan K. Matthes, PE, Sr. Vice President		

AUTHORIZED FOR LOCAL REPRODUCTION
MANDATORY USE DATE OF FORM 5/1/2004

STANDARD FORM 330 (6/2004) PAGE 5

SF 330

TEAM MEMBER CORPORATE SUMMARY

PROJECT TEAM RESUMES

PROJECT EXAMPLES and QUALIFICATIONS

lucido & associates

lucido & associates

Founded in 1988, Lucido & Associates provides clients with a full spectrum of services in land planning, landscape architecture, comprehensive planning and local governmental coordination, and environmental analysis. As dedicated professionals, we find creative solutions to our client's needs while improving the quality of the environment.

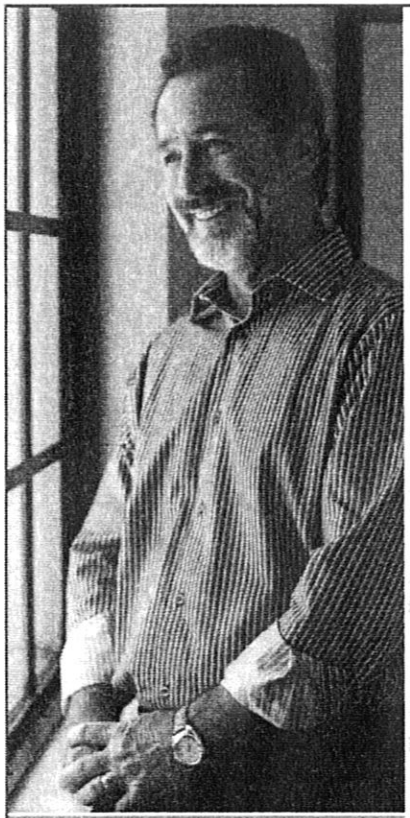
With offices in Martin, we offer quality service to both the public and private sectors, working closely with neighboring St. Lucie and Indian River County. We work effectively with government officials and private citizens alike. We possess detailed knowledge of local, state and federal regulations; assuring compliance with the latest regulatory policies.

President, Thomas Lucido, brings to the firm broad management skills and professional experience, from Development of Regional Impact (DRI) master planning to creative designs in landscape architecture. He has worked with the redevelopment programs, and has been involved with ongoing projects such as the creation of a CRA District Master Plan, land use and pedestrian system analysis, architectural and planting guidelines, and conceptual design for various revitalization projects.

Our highly skilled team of professionals strikes a balance between the needs of man and nature. We are deeply committed to preserving the environment as we enhance the quality of life in our towns and neighborhoods.

Locations:
Stuart, Martin County, FL
– established in 1988

Services:
Land Planning
Land Entitlement
Landscape Architecture
Land Stewardship



Thomas Lucido
President

Civic Memberships
Martin County Economic Council Board of Directors
Gulfstream Business Board of Directors
Martin County Council for the Arts Board of Directors
YMCA Board of Directors
City of Stuart Main Street Program
Martin County Chamber of Commerce
Fort Pierce/St. Lucie County Chamber of Commerce
President of the Pines School's Board of Directors

Education
Bachelor's in Landscape Architecture
from Michigan State University

"Recognizing that you design with the existing palette God gives you drives my decision to remain a good steward of the land."

Three years into an art education major, Thomas was dogged by doubts about a career in teaching. Pondering the possibilities left him baffled at how to bridge his art background with the business world.

Thomas sought guidance from his college counselor. After several aptitude tests he arrived at two options: medical illustrator, or this other, lesser-known profession as a … Landscape Architect.

An avid guitar player and outdoorsman, the Detroit native forged into the field of Landscape Architect, which meshed his love of the arts and nature.

Working with respected firms, he realized just how deeply key endeavors depended on group dynamics. So after establishing his own firm in 1988, Thomas assembled a talented employee base and fostered an atmosphere that de-emphasized ego and encouraged bold, varied, creative exchanges.

Having successfully connected his artistic and business interests, Thomas frequently finds himself fulfilling another role — guiding and instructing his staff — much like the teacher he once wanted to be.

My inspiration comes from my faith in God and the ethics and morals revolving around that and the natural environment, as well as my wife and two daughters, and art and music.

Architectural designs I admire are The Chrysler Building in New York; the Church of the Holy Family in Barcelona and St. Peter's Basilica in Vatican City.

A cherished personal project is one of my earliest, Danforth Creek, a place that finds the delicate harmony between the natural environment and manmade creations.

A dream project of mine would be designing the Boboli Garden of Florence, Italy.

My career goal is to build quality, enduring partnerships that will allow this company to thrive long after I'm gone.

lucido & associates

www.lucidoandassociates.com

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Thomas Lucido, PLA, ASLA	Team Management	29	22

15. FIRM NAME AND LOCATION *(City and State)*

Lucido & Associates, Stuart, FL

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
Bachelor of Science, Landscape Architecture, Michigan State University	State of Florida Department of Landscape Architecture, No. 1018

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

American Society of Landscape Architects, Urban Land Institute, Martin County Economic Council, Martin County Council for the Arts, YMCA of Martin County, St. Michael's Independent Day School Board of Directors, City of Stuart Mainstreet Program

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Redesign of Memorial Park, Stuart	2008	2014

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☐ Check if project performed with current firm

Redesign of public park, coordination of public workshops, and coordination of governmental approval process of landscape architect plans

b.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Fort Pierce Inlet Linear Park & Jetty Park,	2009	2015

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☐ Check if project performed with current firm

Provided production of site plans, landscape plans, specification and details, as well as hardscape plans, specifications and details.

c.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Port St. Lucie Botanical Gardens, Port St. Lucie, FL	2007	2010

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☐ Check if project performed with current firm

Design and development of Botanical Master Plan and site construction details for ten acre botanical garden

d.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Golf Courses, various	2000	2016

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☐ Check if project performed with current firm

Design and development of various golf courses, to include design and layout, oversight of landscape installation and irrigation design

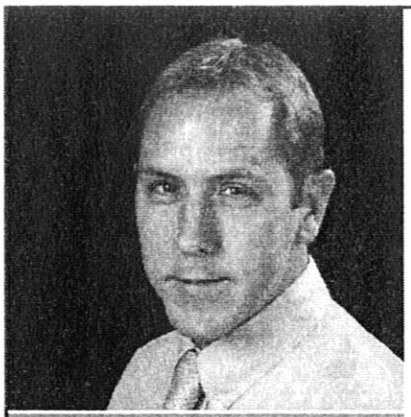
e.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
A1A Master Corridor Plan, Martin County	2012	2016

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☐ Check if project performed with current firm

Development of comprehensive landscape and hardscape design solutions for the A1A Master Corridor, Hutchinson Island.

STANDARD FORM 330 (6/2004) PAGE 2



"The creative process begins by taking the time on the front end to truly listen to your client and determine the desired direction together."

Steven Garrett

Vice President

Mentoring staff members inspires me. It's a privilege I find very enriching and rewarding.

Architectural designs I admire are those main street, commercial cores like downtown Stuart and Clematis Street in West Palm Beach; they're the most unique and challenging spaces to create with.

As proud as I am of a large-scale development of regional impact like St. Lucie West, I loved designing a small fountain and courtyard at St. Mary's Episcopal Church in Stuart.

The architectural undertaking on my wish list would be Central Park, a living, breathing element within a massive metropolis that's both intimate and epic in size.

Leading the growth and longevity of this company by continuing to build on our trusted reputation is my main professional goal.

Civic Memberships
Keep Martin Beautiful
YMCA of Martin County

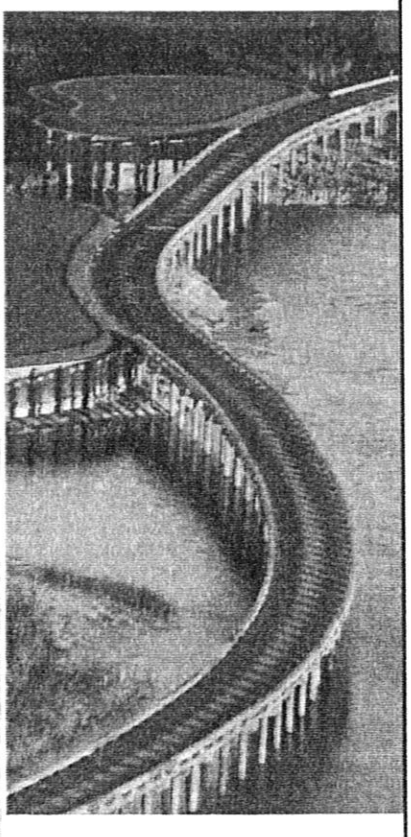
Education
Bachelor's in Landscape Architecture
from Mississippi State University

As the son of two Air Force officers, Steven's childhood was one of constant movement and travel.

From the eastern seaboard to the sun-drenched beaches of California, the plethora of new neighborhoods and schools taught him volumes about the unique cultural tapestry of the country. It also taught him that the new kid needs an ice-breaker — like juggling. Steven would risk embarrassment for the reward of making friends, usually to favorable results. As he sought balance between risks and rewards, his gravity-defying pastimes took on new heights with a love for skydiving.

When it came to career planning, he kept his feet firmly planted on the ground. For his senior year of high school Steven moved to Martin County to be near his grandparents. Upon graduation in 1989, the budding drafter and designer scoured the Yellow Pages for work, finding Thomas Lucido. Under Thomas' tutelage, Steven's artistic talents blossomed. He left for college, his major determined.

There, he conjured up a thesis based on the acronym PLACE — projects that cater to the People, Landscape, Architecture, Culture and Ecology. The approach keeps his work grounded, but otherwise this father, skydiver and juggler, likes things up in the air.



lucido & associates

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Steven Garrett	Vice President	25	25

15. FIRM NAME AND LOCATION *(City and State)*
Lucido & Associates

16. EDUCATION *(DEGREE AND SPECIALIZATION)*
Bachelor of Science
Landscape Architect / Land Planning
Mississippi State University

17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
Registered Landscape Architect

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

19. RELEVANT PROJECTS

a.
(1) TITLE AND LOCATION *(City and State)*: Martin Health Systems, Martin County, FL
(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 1995 — CONSTRUCTION *(If applicable)*: 2016
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☐ Check if project performed with current firm
Provided site planning, governmental coordination services and landscape architectural services on various hospital projects in Martin and St. Lucie County

b.
(1) TITLE AND LOCATION *(City and State)*: Port St. Lucie Botanical Gardens, Port St. Lucie, FL
(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2007 — CONSTRUCTION *(If applicable)*: 2010
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☐ Check if project performed with current firm
Design and development of Botanical Master Plan and site construction details for ten acre botanical garden.

c.
(1) TITLE AND LOCATION *(City and State)*: Neighborhood Walmart
(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2015 — CONSTRUCTION *(If applicable)*:
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☐ Check if project performed with current firm
Provided site planning, governmental coordination for approval process and landscape architectural services on multiple Walmart projects to include Special Exception process, Site Plan Review Process, public art coordination, through detail plan review process including landscape and irrigation construction documents.

d.
(1) TITLE AND LOCATION *(City and State)*: Martin County Board of County Commissioners, Martin County, Fl
(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 1994 — CONSTRUCTION *(If applicable)*: 2014
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☐ Check if project performed with current firm
Provided development of comprehensive landscape and hardscape designs for variolus steetscape projects throughout Martin County, to include Indian Street Gateway; Colorado Gateway and Green River Parkway.

e.
(1) TITLE AND LOCATION *(City and State)*: Western Grove
(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2015 — CONSTRUCTION *(If applicable)*:
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☐ Check if project performed with current firm
Provided research, analysis and planning support services for this project, Development of Regional Impact, to include conceptual site planning and governmental coordination through the application review process. Provided governmental coordination through Future Land Use Amendment process, coordination of public hearings through subdivision plat approval process.

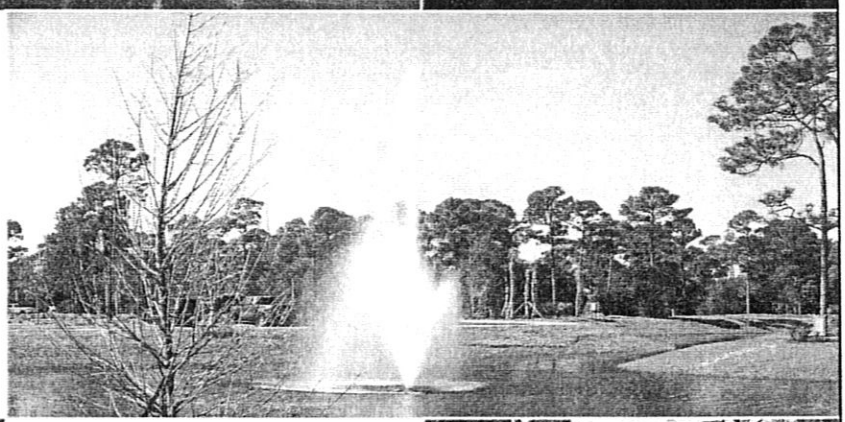
STANDARD FORM 330 (6/2004) PAGE 2

Botanical Garden

The Botanical Gardens

The city of Port Saint Lucie Botanical Gardens is situated on 20.19 total acres. The park consists of a 4,100 square foot Nature Center and a 2,000 square foot Maintenance Building, along with dozens of acres of beautifully manicured gardens and grounds.
Port St. Lucie, Fl

City of Port St. Lucie
Botanical Gardens
Florida

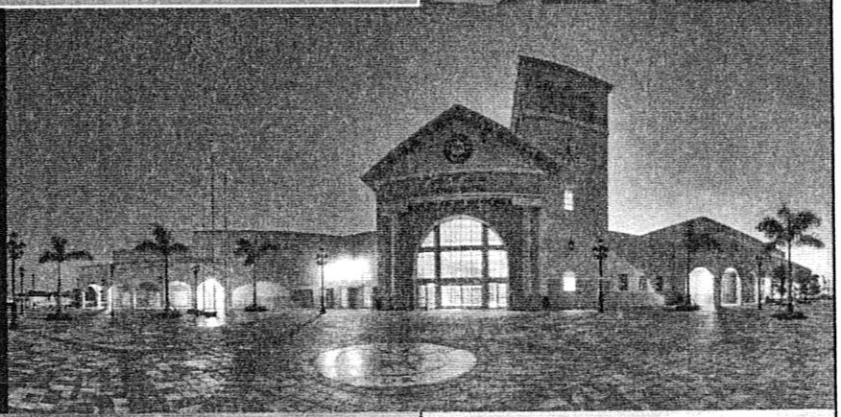


lucido & associates

www.lucidodesign.com

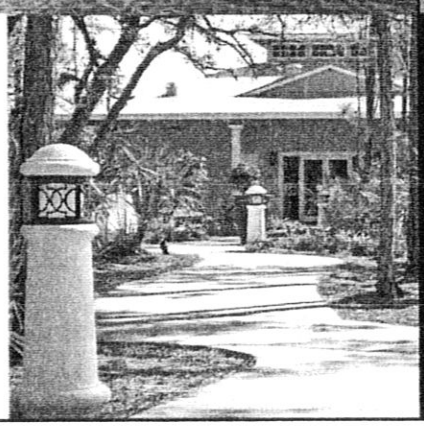
City of Port St. Lucie

Port St. Lucie City Center (right)
The cultural heart of the City, the City Center is home to the City's Civic Center, a myriad of public events and festivals, the public amphitheater and children's splash pad and is the launching point for surrounding future mixed use commercial development.



Tradition Medical Center (below)
A 90 bed acute care hospital featuring a state of the art neonatal pediatric care unit located within the Tradition Center for Innovation, the Treasure Coast's biotech hub.

St. Lucie West (above)
A 2,500 acre master planned mixed use community featuring commercial, industrial, residential and institutional developement and the spring training home to the New York Mets.

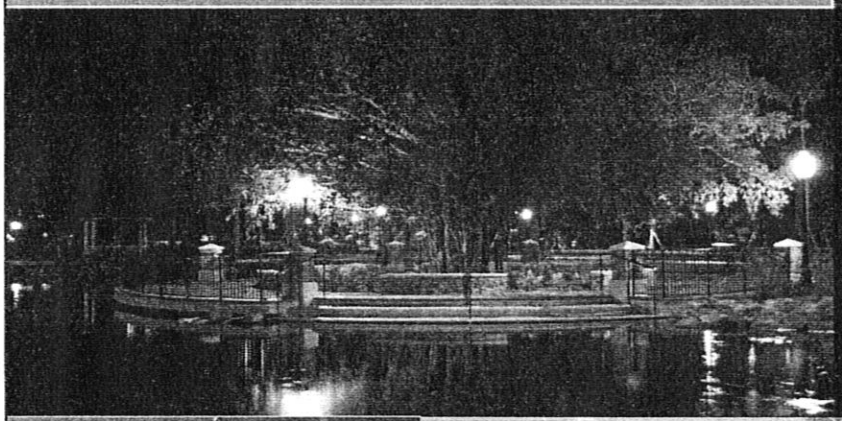


City of Port St. Lucie Botanical Gardens (left)
A 20 acre master planned botanical garden which accommodates a discovery center, lakeside promenade and amphitheater, lush tropical and native gardens all nestled within the preservation of the property's mature trees and vegetation.

lucido & associates

www.lucidodesign.com

Memorial Park



Memorial Park

What once was the City of Stuart's primary park for cultural events, war veteran memorial ceremonies and active recreation, had become unused green space and served more as a storm water retention area instead of a public park. Today, with the involvement of local non-profit organizations and a professional design team, the City has restored the park to its original uses and created once again a beautiful, viable and active public open space.
City of Stuart, Fl

lucido&associates

www.lucidodesign.com

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*		20. EXAMPLE PROJECT KEY NUMBER
21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
St. Lucie County & Martin County – various park projects	1990 to current	

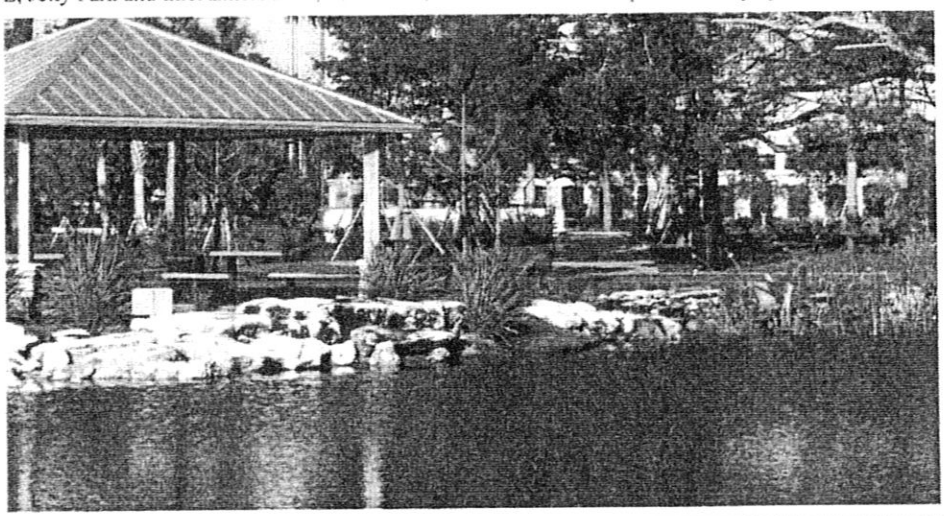
23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT	c. POINT OF CONTACT TELEPHONE NUMBER
St. Lucie County & Martin County	various	various

24.

Provided and continue to provide planning and design services; preparing a concept and final master plan; performing design area analysis of existing conditions, preparing final landscape and construction plans and providing project oversight during installation of landscape materials.

Projects include Memorial Park, Stuart, FL; Sailfish Splash Waterpark, Stuart, FL; Port. St. Lucie Botanical Gardens, Port St. Lucie, FL; Jetty Park and Inlet Linear Park, Fort Pierce, FL and various other park related projects.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Lucido & Associates	Stuart, FL	Planner, Project Oversight, Landscape Archtiecture
b.	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE

STANDARD FORM 330 (6/2004) PAGE 3

G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

26. NAMES OF KEY PERSONNEL (From Section E, Block 12)	27. ROLE IN THIS CONTRACT (From Section E, Block 13)	28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below before completing table. Place "X" under project key number for participation in same or similar role.)									
		1	2	3	4	5	6	7	8	9	10
Thomas Lucido	Team Management, Project Oversight	x	x	x	x	x					
Steven Garrett	Project Management, Design, studio mgmt.	x	x	x	x	x					

29. EXAMPLE PROJECTS KEY

NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)	NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)
1	Memorial Park, City of Stuart	6	
2	Port St. Lucie Botanical Garden, Port St. Lucie	7	
3	Golf Courses - various	8	
4	Martin Health Systems - various	9	
5	Western Grove, FLUA	10	

STANDARD FORM 330 (6/2004) PAGE 4

EDLUND · DRITENBAS · BINKLEY
ARCHITECTS AND ASSOCIATES, P.A.

EDLUND, DRITENBAS, BINKLEY ARCHITECTS & ASSOCIATES, P.A.

HISTORY

Architect Gregory Edlund established private practice in South Florida in 1975, providing architectural services to Broward and Palm Beach counties from our office in Deerfield Beach. In 1978 the firm expanded to Vero Beach, providing professional services to Indian River, St. Lucie, Brevard, and Martin counties. In 1978, Paul Dritenbas entered the firm to manage the Vero office, becoming a Principal Architect in the corporation in 1982. John Binkley joined Edlund and Dritenbas in 1987 and became the third Principal Architect in 1990. Our principal Architects have been members of the AIA (American Institute of Architects) since 1978.

OVERVIEW

Edlund, Dritenbas, Binkley Architects & Associates, P.A. (EDB Architects) is a full service architectural and planning firm predominately involved in both private and public sector commercial buildings and specialty occupancies. Having served the local community for 40 years, we have extensive knowledge of local conditions, codes, materials, agencies, and trades. We take pride in our understanding of sustainable products and renewable energy sources appropriate for our region. Our approach to a project solution always starts with a clear and comprehensive understanding of our clients objectives and requirements and the early discovery of potential obstacles and challenges. It's a process that has enabled us to create architecture that is functional, accessible, cost effective, and appealing.

OFFICES

Vero Beach
65 Royal Palm Pointe, Ste D
Vero Beach, FL 32960

Tel. (772) 569-4320
Fax (772) 569-9208
Email: edbvero@bellsouth.net
Firm Website: www.EDBArchitects.com

Deerfield Beach
160 SW 12th Ave, Ste 101-C
Deerfield Beach, FL 33442

Tel. (954) 429-0995
Fax (954) 421-8269
Email: edbarch@bellsouth.net

EDLUND, DRITENBAS, BINKLEY ARCHITECTS & ASSOCIATES, P.A.

STAFF

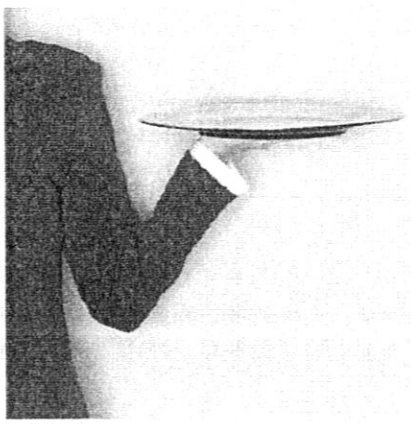
Key Personnel:

- Gregory Edlund, AIA, LEED AP, NCARB
- Paul Dritenbas, AIA, LEED AP, NCARB
- John Binkley, AIA
- Alejandro Borrero, AIA, LEED AP
- Alan Dritenbas, LEED Green Associate

Total Full Time Employees:	8
▪ Architects	= 4
▪ Intern Architect	= 1
▪ CADD	= 2
▪ Administrative	= 1

SERVICES

- Site Planning
- 'GREEN' Buildings
- Architectural Design
- Signage & Way Finding
- Energy Conserving Designs
- Programming/Space Analysis
- Bank Inspection Services
- Space/Tenant Planning
- Building Evaluation
- Feasibility Studies
- ADA Consulting
- Interior Design



ADDITIONAL INFO

- Established in 1975
- Small Business Enterprise
- Multi-Lingual Capabilities
- Financially Secure
- Utilize AutoCAD 2007 with Architectural Desktop
- Utilize Photoshop CS2
- 3 LEED Accredited Professionals on staff
- 1 LEED Green Associates on staff
- Hands on involvement of Principals on every project

Paul U. Dritenbas, Architect, AIA, NCARB, LEED AP

Vice President

Overall Administrator & Coordinator

Education

- Bachelor of Architecture – 1978 University of Miami

Professional Registrations

- State of Florida AR#9308
- N.C.A.R.B. Certificate Holder #34332
- LEED A.P.

Responsibilities

Vice President, Principal and Administrator. Responsible for the design, specifications, coordination and administration of projects. Directly involved in marketing, cost control, quality control, contract negotiations, planning, design, scheduling, assignment of specific duties to personnel, and human resource functions.

Background

Mr. Dritenbas has practiced Architecture in Florida with Gregory Edlund since 1982. Prior to that time he worked with his fathers construction firm for 14 years and also completed 4 years in the United States Air Force with an honorable discharge. Paul has particular expertise in accessibility interpretations, sustainable architecture, and construction assemblies.

Professional Affiliations

- American Institute of Architects

EDLUND • DRITENBAS • BINKLEY
ARCHITECTS & ASSOCIATES, P.A.

ST. LUCIE COUNTY INTERMODAL FACILITY

PORT ST. LUCIE SPLASH PARK (ST. LUCIE CO.)

SOUTH COUNTY CONCESSION BUILDING (ST. LUCIE CO.)

POCAHONTAS PARK RESTROOM BUILDING (INDIAN RIVER CO.)

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Paul U. Dritenbas, AIA, NCARB, LEED A.P.	Principal Architect	39	37

15. FIRM NAME AND LOCATION *(City and State)*

Edlund, Dritenbas, Binkley Architects & Associates, PA (#AAC000886)

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
Bachelor of Architecture 1978 - University of Miami	Licensed Architect State of Florida AR#9308

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

NCARB Certificate Holder #34332
Member of the American Institute of Architects
LEED Accredited Professional

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: St. Lucie County Clerk of the Court Fort Pierce, FL

(2) YEAR COMPLETED: PROFESSIONAL SERVICES: 2003 | CONSTRUCTION *(If applicable)*: 2006

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☐ Check if project performed with current firm

Role: Chief Architect Building Area: 57,096 Square Feet Construction Cost: $11,863,000
Scope: New 4-story masonry building that houses all relocated departments from original courthouse. Ground floor shell is unimproved and will be leased out by Owner.

b.

(1) TITLE AND LOCATION *(City and State)*: St. Lucie County Intermodal Transit Facility Fort Pierce, FL

(2) YEAR COMPLETED: PROFESSIONAL SERVICES: 2009 | CONSTRUCTION *(If applicable)*: 2011

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☐ Check if project performed with current firm

Role: Chief Architect Scope: 2 masonry buildings, a ticket and driver lounge approx 671 SF and public restrooms approx 568 SF Also included is an open colonnade with tower approx 3,564 SF.

c.

(1) TITLE AND LOCATION *(City and State)*: Indian River County Fire Stations Vero Beach, FL

(2) YEAR COMPLETED: PROFESSIONAL SERVICES: 2005 | CONSTRUCTION *(If applicable)*: 2013

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☐ Check if project performed with current firm

Role: Chief Architect New prototype fire stations with either a 2-Bay (7,886 SF) or 3-Bay (8,936 SF) Apparatus Room on various sites throughout Indian River County.

d.

(1) TITLE AND LOCATION *(City and State)*: Indian River County Utilities Complex Vero Beach, FL

(2) YEAR COMPLETED: PROFESSIONAL SERVICES: 2004 | CONSTRUCTION *(If applicable)*: 2006

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☐ Check if project performed with current firm

Role: Chief Architect Building Area - Admin Bldg: 11,453 SF Warehouse: 22,326 SF
Cost - Admin Bldg: $1,647,405 Warehouse: $1,080,300
New administration and maintenance buildings to house IRC Utilities Department.

e.

(1) TITLE AND LOCATION *(City and State)*: Indian River County Parks Maintenance Complex Vero Beach, FL

(2) YEAR COMPLETED: PROFESSIONAL SERVICES: 2005 | CONSTRUCTION *(If applicable)*: 2010

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☐ Check if project performed with current firm

Role: Chief Architect Office Bldg: 3,626 SF, Maint Bldg: 1,904 SF, Storage Bay: 3,080 SF
Office Bldg incl: Offices, Meeting/Conf Rooms, Break Room, Restrooms. Maint Bldg incl: Tool Storage, Mechanic Bay, Covered Break Area. Storage Bldg incl: 6 Bays and Restrooms.

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*		20. EXAMPLE PROJECT KEY NUMBER
21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
ST. LUCIE COUNTY - PORT ST. LUCIE SPLASH PARK		2008

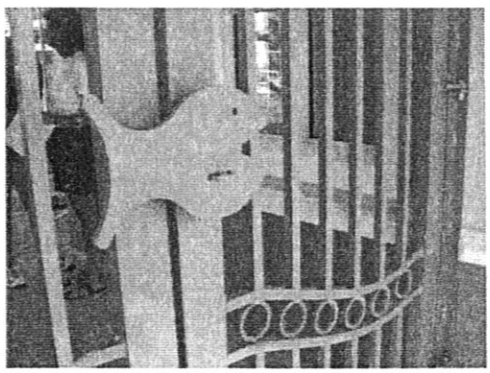
23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
St. Lucie County	Parks & Recreation	(772) 569-4320

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Construction Cost: $998,966

Included:
- Included site and parking improvements.
- A Splash Pad
- Administration Building
- Shade Structures and related site amenities
- ADA compliance



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Edlund, Dritenbas, Binkley Architects	Vero Beach FL	Architect
b.			
c.			
d.			
e.			
f.			

STANDARD FORM 330 (6/2004) PAGE 3

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER:

21. TITLE AND LOCATION (City and State)	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
ST. LUCIE COUNTY - SOUTH COUNTY STADIUM CONCESSION/RESTROOM BUILDING		2003

23. PROJECT OWNER'S INFORMATION

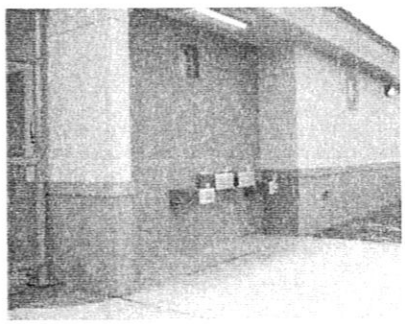
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
St. Lucie County	Parks & Recreation	

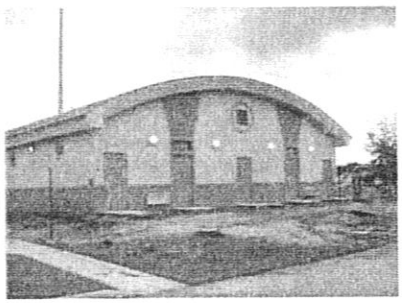
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Building Area: 3,068 Square Feet

Construction Cost: $453,104

Included:
- Concession Area
- 19 Toilet Stalls in the Women's Restroom
- 9 Toilet Stalls & 10 Urinals in the Men's Restroom





25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	Edlund, Dritenbas, Binkley Architects	Vero Beach FL	Architect
b.			
c.			
d.			
e.			
f.			

STANDARD FORM 330 (6/2004) PAGE 3

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER	
21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Indian River County North County Park Vero Beach, FL	1999	2002

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Indian River County	IRC Parks & Recreation	(772) 226-1221

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

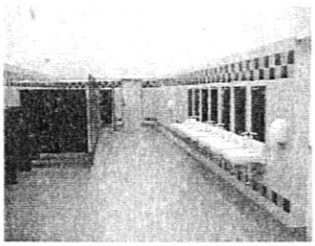
Building Area: 7,576 Square Feet

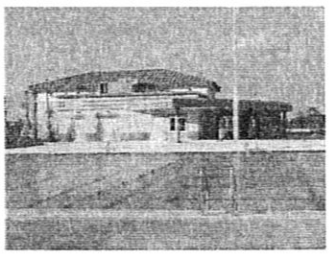
Construction Cost: $1,219,293

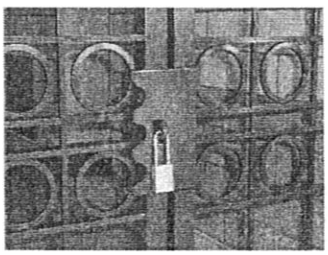
Included:

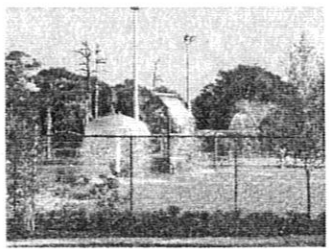
Pool Building
- Gang Toilets
- Showers
- Meeting Room
- Concessions Area

- Covered Patio Deck
- Playground Lighting
- Plumbing & Electrical Coordination with Pool Manufacturer









25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	EDB Architects	Vero Beach, FL	Architect
b.			
c.			
d.			
e.			
f.			

STANDARD FORM 330 (6/2004) PAGE 3

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER
	2

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Indian River County South County Park Vero Beach, FL	1996	2000

23. PROJECT OWNER'S INFORMATION

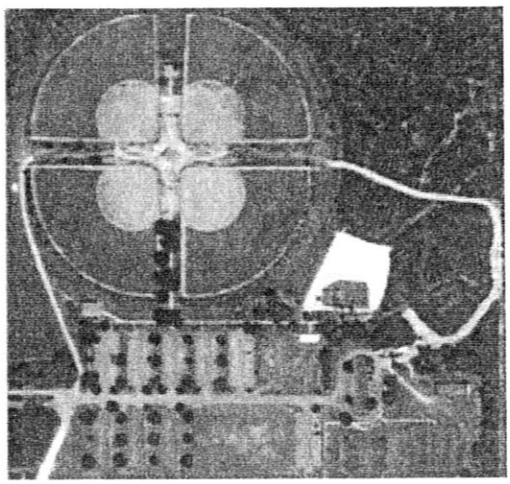
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Indian River County	Mr. Jim Davis, PE	(772) 567-8000

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Construction Cost: $750,000

Included:

Pool Building
- (2) 300 feet Ballfields
- Tennis Courts
- Sports Lighting
- Basketball Courts
- Drainage
- Two-story ADA Accessible Press Box & Concession Stand
- Irrigation System
- Picnic Shelter
- Parking



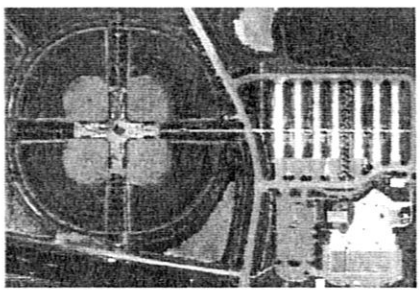
25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	EDB Architects	Vero Beach, FL	Architect
b.			
c.			
d.			
e.			
f.			

STANDARD FORM 330 (6/2004) PAGE 3

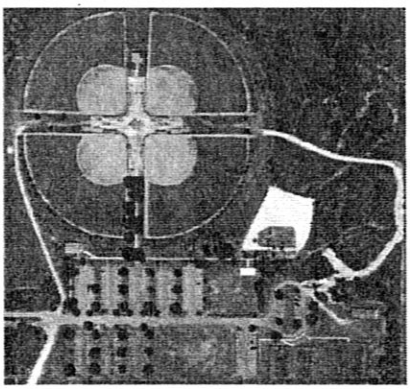
Past Relevant Project Experience

North County Regional Park – Indian River County



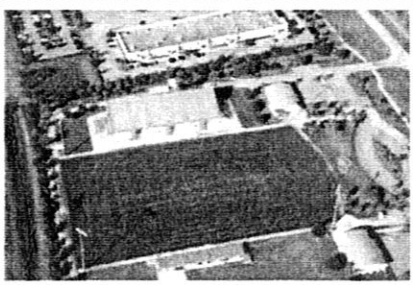
Scope of work included:
- Olympic pool and diving facilities
- 7,000 SF zero entry activity pool
- Pool Building with: Locker Rooms, Gang Toilets, Offices, Storage, Classroom
- Pool Concession/Ticket/First Aid Building
- Baseball fields
- Concession Stand/Press Box
- Picnic Shelters
- Maintenance Building
- Playground
- Sports Lighting

South County Regional Park – Indian River County



Scope of work included:
- Baseball Fields
- Tennis Courts
- Sports Lighting
- Basketball Courts
- Two story Press Box/Restrooms/Concession Building
- Picnic Shelters
- Maintenance Building
- Bleachers

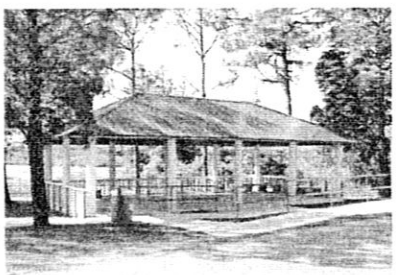
South County Stadium – St. Lucie County



Scope of work included:
- ML (Major League) Soccer Field
- Football Field
- Restroom & Concession Building
- Sports Lighting

EDLUND • DRITENBAS • BINKLEY
ARCHITECTS & ASSOCIATES, P.A.

Relevant Project Experience



Restroom Buildings

1) South County Park, Indian River County
2) North County Regional Park, Indian River County
3) Treasure Coast Sports Stadium, St. Lucie County
4) West Wabasso Park, Indian River County
5) Donald MacDonald Campground/Park, Indian River County
6) Indian River County Fairgrounds, Indian River County
7) Pelican Island and Jungle Trail, Indian River County
8) I. Luis Ellis Park Restroom, St. Lucie County
9) Pocahontas Park Restrooms, City of Vero Beach
10) Pepper Park Restroom Facility, St. Lucie County
11) Elks Park Restroom Facility, St. Lucie County

Maintenance Facilities/Storage Buildings

1) South County Park Maintenance Building
2) Lawnwood Stadium Maintenance Buildings
3) Fellsmere Public Works Maintenance Buildings
4) North County Regional Park
5) Indian River County Parks Maintenance Complex
6) City of Vero Beach Field Services Complex
7) Vero Beach Country Club Golf Maintenance Facility

Shelters & Park Pavilions

1) I.R.C. Fairgrounds Agriculture Pavilion, Indian River County
2) South County Park, Indian River County
3) Donald MacDonald Campground & Park, Sebastian
4) Dale Wimbrow Park, Sebastian
5) Wabasso Park, Indian River County

Trailheads

1) Kitching Trailhead, Indian River County
2) Fellsmere Welcome Center

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ARCHITECTS & ASSOCIATES, P.A.

H S E
Hobe Sound Environmental Consultants Inc.
9512 SE Duncan Street
Hobe Sound, Fl. 33455
(772)545-3676, E-mail: bobhsenv@gmail.com

H S E
Hobe Sound Environmental Consultants Inc.
9512 SE Duncan Street
Hobe Sound, Fl. 33455
(772)545-3676, E-mail: bobhsenv@gmail.com

OVERALL EXPERIENCE LIST

The HSE Staff has extensive experience in all aspects of environmental consulting. Robert L Weigt, President of Hobe Sound Environmental (HSE) oversees all projects for the firm. Our professionals are known for their ability to obtain permits for difficult projects utilizing sound environmental principles, common sense and a working knowledge of how governmental and regulatory agencies function. We believe in keeping the client informed during all phases of the project and in providing innovative and cost-effective services. Project Managers for HSE include Mr. Weigt, and Ms. Freda Posin, who have over 55 years of combined experience in environmental permitting and design and restoration of native habitats. Mr. Michael Sanders is an environmental scientist at HSE and has extensive experience in both marine and terrestrial biology.

Mr. Weigt holds Florida Fish and Wildlife Conservation Commission (FWC) authorized gopher tortoise agent permit #GTA-09-00153 and both Ms. Posin and Mr. Sanders are certified assistants. Some examples of gopher tortoise relocation projects completed by HSE staff include Western Palm City Corridor, Green River Parkway, Becker Road Corridor, Tiffany Road Sidewalks, Eastern Watershed Improvement Project (EWIP), Manatee Pocket, Phipps Park/Tropical Farms, Golden Gate, Manatee Creek, Riverfront Park, Hobe Sound Land Company and Florida Inland Navigation District (FIND), among others.

HSE staff has mitigated numerous environmental issues in the St. Lucie County area including scrub-jay preserves, acquisitions and habitat restoration; bald eagle nest coordination with United States Fish and Wildlife Service (FWS); gopher tortoise preservation areas and gopher tortoise mitigation; mitigation of wetland and upland habitats; conservation easement with South Florida Water Management District (SFWMD), U.S. Army Corps of Engineers (ACOE) and Florida Department of environmental Protection (FDEP); and sea turtle protection and lighting plans coordinated with FWC and FDEP. HSE has also developed protection plans for the eastern indigo snake, gopher tortoise, Atlantic salt marsh snake, American bald eagle, Florida scrub-jay, the southeastern beach mouse and scrub habitat, which have been coordinated with FWC and FWS.

HSE staff has mapped the soil types of various counties, including St. Lucie County, according to the Soil Survey of Florida, United States Department of Agriculture, Soil Conservation Service, 1987 for each EA and EIR that has been completed for projects within those counties. Our staff is very familiar with the soil types via field experience and continuing education. Our continuing education includes hydric soils (Florida Association of Environmental Soil Scientists, Soil Conservation Service (SCS), FDEP and SFWMD), wetland soils and hydrology (Wetland Training

Institute), disturbed soils and problem areas (Wetland Training Institute), hydric soils and wetland delineation (ACOE), and the U.S. Army Corps of Engineers and Florida Statewide 62-340 FAC wetland delineation and hydric soils (Richard Chinn Environmental Training, Inc.).

HSE staff has sampled numerous sites for percent muck content and other related tests such as grain size, nutrient content, saturation, slumps, color, etc. Our staff has installed and maintained water level data recorders to show hydric conditions of soils and to meet special conditions of hydrology during monitoring programs.

HSE staff has designed, completed and maintained many functional wildlife habitats, including herbaceous wetlands, mangrove wetlands, forested wetlands, pine flatwoods, frontal dune, coastal strand and topical hammock. These projects include planting plans and planting of native habitats, exotic eradication plans and eradication, construction management, construction bid specifications, cost estimates, conservation easements, monitoring for three to five years, agency coordination with ACOE, SFWMD, FDEP, Martin County, St. Lucie County, St. Lucie County Mosquito Control District (SLCMCD), Palm Beach County, Okeechobee County, Lee County, Monroe County, FWC, FWS and FIND. HSE has also completed preserve area management plans and wildlife habitat education posters.

HSE is ready to serve the environmental needs of the St. Lucie County. Areas of expertise by HSE include:

- Phase I Environmental Site Assessments (ESA)
- Environmental Assessments (EA)
- Vegetation Analysis and Mapping according to the Florida Land Use, Cover and Forms Classification System (FLUCFCS)
- Endangered and Threatened Species Surveys
- Soils Mapping
- Wetland Delineations
- Seagrass and Macro-benthic Surveys and Reports
- Listed Species Surveys, Reports and Relocation Permitting
- Listed Species Relocations
- Environmental Resource Permitting (ERP) - State and Federal
- County and Local Permitting
- Preserve Area Management Plans (PAMP)
- Wetland Rapid Assessment Procedure (WRAP)
- Uniform Mitigation Assessment Methodology (UMAM)
- Public Interest Criteria
- Section 404(b)(1) Compliance Criteria
- Alternative Sites Analyses
- Cumulative Impacts Analyses
- Mitigation Design and Wetland Impact Reduction
- Mitigation Bid Specifications
- On-site and Off-site Planting Plans
- Turbidity Control Plans and Monitoring
- Stormwater Treatment Area (STA) Design and Planting Plans

- Endangered and Threatened Species Protection Plans
- Mitigation, Monitoring and Maintenance Plans
- Habitat Conservation Plans
- Wetland and Upland Preserve Area Monitoring
- Land Use and Natural Resource Inventory and Mapping
- Water Quality Assessments and Monitoring
- Solid Waste and Wastewater Treatment Facility Siting
- Environmental Impact Statements (EIS)
- Corridor Analyses
- Environmental Grant Applications
- Mitigation Bank Design and Permitting
- Endangered and Threatened Species Relocation Bank Permitting
- Wetland and Upland Preserve Design, Planting and Maintenance
- Ichthyological Studies
- Ornithological Studies
- Historical Surveys

We trust that the information which has been presented will enable the St. Lucie County to realize the professionalism to which HSE strives. We believe that HSE can provide County staff with exemplary environmental services based upon our years of experience in the State of Florida. Our company is committed to providing the highest level of service to ensure our client's needs and project goals are met and kept within budget

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Robert L. Weigt	Environmental Permitting	40	4

15. FIRM NAME AND LOCATION *(City and State)*
Hobe Sound Environmental Consultants, Inc. Hobe Sound, FL.

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
BS - Zoology/Biology MS - Biology./Marine Biology	N/A

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations. Training, Awards, etc.)*
Florida Certified Environmental Assessor, License #CFEA 118 ; Registered Environmental Property Assessor, License #REPA 557 ; Professional Association of Diving Instructors (PADI), Instructor's Certificate #641; Authorized Gopher Tortoise Agent, Permit #GTA-09-00153C; Hydric Soils Certificate; Wetland Soils & Hydrology Certificate; Disturbed and Problem Areas Certificate; Python Challenge Training Certificate

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: **Eastern Watershed Improvement Project, Port St. Lucie, Florida**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: On-going; CONSTRUCTION *(If applicable)*: 2013

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm (and former firm)

Scope: The Eastern Watershed Improvement Project was a water quality and flood protection stormwater retrofit improvement of the Eastern Watershed Drainage Basins to address severe flooding observed during the hurricanes of 2004, 2005 and 2008. It was a stormwater retrofit and habitat restoration project to increase water quality treatment, provide peak discharge attenuation, improve flood protection, increase wildlife habitat and provide passive recreational opportunities. HSE provided environmental consulting services for the following projects: Howard Creek, Howard Creek STA. Burr Street STA, Elks Cane Slough STA, Lennard Square STA, Lotus STA, Mary Terrace STA, Tiffany canal, Leithgow STA, 1-mile County line ditch improvements and Patio Circle STA. The following services were provided: gopher tortoise surveys, relocation permitting and relocations; vegetation mapping; SHPO coordination; EA reports; ERP applications; mitigation design, planting plans and specifications; UMAM evaluations; establishment of mitigation credits; coordination of permitting with South Florida Water Management District (SFWMD), U.S. Army Corps of Engineers (ACOE), U.S. Fish & Wildlife Service (USFWS), Florida Fish and Wildlife Conservation Commission (FWC), Environmental Protection Agency (EPA), and the City of Port St. Lucie; construction management and inspections; and wetland monitoring of the Elks Cane Slough. Both Elks Cane Slough and Lennard Square are now public parks.

Size: ±90.3 acres **Construction Cost:** $45,373.25 **Monitoring Cost:**$76,290.00 **Specific Role:** Principal in Charge

b.

(1) TITLE AND LOCATION *(City and State)*: **Halpatiokee Park Canoe Launch, Port St. Lucie, Florida**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2014; CONSTRUCTION *(If applicable)*: 2015

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Scope: This project included gopher tortoise survey, gopher tortoise relocation permit application, coordination with gopher tortoise mitigation bank and gopher tortoise on-site relocation, transportation and after action report. It also included coordination of mowing of 5 acres of scrub habitat into which the tortoises were being relocated.

Size: ±7.81 acres **Cost:** $18,598.50 **Specific Role:** Principal in Charge

c.

(1) TITLE AND LOCATION *(City and State)*: **Riverwalk Boardwalk, Phases I & II /Veteran's Memorial Park**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2012; CONSTRUCTION *(If applicable)*: 2013

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm (and former firm)

Scope: This project included Environmental Assessment and Environmental Resource Permitting for widening of the existing boardwalk from 6' to 10'. It also included a Manatee Protection Plan, Turbidity Control Plan, Public Interest Criteria, seagrass survey, sovereign submerged lands lease, Uniform Mitigation Assessment Methodology (UMAM) and a Mitigation, Monitoring and Maintenance Plan. HSE also performed five (5) years of monitoring following project completion.

Size: ±14-45 acres **Cost:** $70,752.00 **Specific Role:** Principal in Charge

d.

(1) TITLE AND LOCATION *(City and State)*: **Charlie Leighton Park, Palm City, Florida**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2014; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Scope: This project involved a seagrass survey in an area proposed for a dock and Environmental Resource Permitting for same.

Size: ±4.86 acres **Cost:** $3,210.00 **Specific Role:** Principal in Charge

e.

(1) TITLE AND LOCATION *(City and State)*: **Pepper Park Boat Ramp, North Hutchinson Island, Florida**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2014; CONSTRUCTION *(If applicable)*: 2014

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm (and former firm)

Scope: This project entailed a seagrass survey and environmental resource permitting for the replacement of an existing dock. It also included a Manatee Protection Plan and a Smalltooth Sawfish Protection Plan.

Size: ±4.21 acres Cost: $8,650.00 Specific Role: Principal in Charge

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Freda R. Posin	Project Manager	21	4

15. FIRM NAME AND LOCATION *(City and State)*
Hobe Sound Environmental Consultants, Inc. Hobe Sound, FL.

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
BS - Botany/Ecology	N/A

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
Scrub Species Patterns on the Atlantic Coastal Ridge, Florida, Daniel F Austin, Freda R Posin and James N. Burch, Journal of Coastal Research, Vol 3 no 4 (Autumn 1987), pp. 491-498
Florida Association of Environmental Professionals; Authorized Gopher Tortoise Agent Assistant, Permit #GTA-09-00153C; Wetland Identification and Delineation Certificate

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
City of Port St. Lucie's Botanical Garden	2014	2010
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☒ Check if project performed with current firm (and former firm)	

Scope: The project involved construction of a botanical garden in the City of Port St. Lucie. HSE was tasked with completing an Environmental Assessment, environmental resource permitting, gopher tortoise survey, relocation permitting and on-site relocation, seagrass survey, Monitoring and Maintenance Plan and five (5) years of monitoring.

Size: ±12.99 acres **Cost:** $64,150.00 **Specific Role:** Project Manager

b.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Indiantown Habitat for Humanity, Carter Park Boys & Girls Club, Indiantown, Florida	2011	2012
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☒ Check if project performed with current firm	

Scope: This project entailed the renovation of existing an Environmental Assessment, Preserve Area Management Plan for Martin County, Environmental Resource Permitting, Martin County permitting, Corps of Engineers permitting, Eastern Indigo Snake Protection Plan and a Planting Plan.

Size: ±12.06 acres **Cost:** $25,521.63 **Specific Role:** Senior Biologist

c.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Savannas Education Center, Port St. Lucie Florida	2014	2015
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☒ Check if project performed with current firm	

Scope: This project consisted of the extension of an existing parking area as well as an addition to the existing education center building. HSE was tasked with a gopher tortoise survey, gopher tortoise relocation permit application and gopher tortoise relocation.

Size: ±2.4 acres **Cost:** $6,759.50 **Specific Role:** Project Manager

d.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Jetty Park, Ft. Pierce, Florida	2012	2012
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☐ Check if project performed with current firm	

Scope: The project included the renovation of existing picnic pavilion and restrooms, addition of a bike path, gazebo, landscaping and lighting, renovation of existing parking and the addition of 70 parking spaces. HSE provided an environmental Assessment according to NEPA standards as well as an FDOT Type 1 checklist and coordination with U.S. Fish and Wildlife Service.

Size: ±3.0 acres **Cost:** $3,850.00 **Specific Role:** Senior Biologist

e.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Torino Park, Port St. Lucie, Florida	2013	N/A
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☒ Check if project performed with current firm	

Scope: HSE performed five (5) years of environmental monitoring for the Torino Park project site.

Size: ±76.57 acres **Cost:** $31,600.00 **Specific Role:** Project Manager

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Nicolette D'Agostino	Senior Biologist	3	6 months

15. FIRM NAME AND LOCATION *(City and State)*
Hobe Sound Environmental Consultants, Inc., Hobe Sound, Florida

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
BS – Interdisciplinary Science Studies MS – Ecology	N/A

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
Professional Association of Diving Instructors (PADI) Advanced Open Water Diver certification, diver #0812015720 ; PADI Open Water Diver certification, diver # 080806037; FDEP snorkel certification; FDEP boat and trailer certification up to 26 feet; Electrofishing Safety Certification (Department of the Interior); FDEP trained for bioassessments , habitat assessments, and imperiled waters sampling; Python Challenge Training Certificate

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: **Elks Cane Slough and Lennard Square, Port St. Lucie, Florida**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: On-going; CONSTRUCTION *(If applicable)*: 2013

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm (and former firm)

Scope: Following the permitting of the EWIP project, both Elks Cane Slough and Lennard Square required five (5) years of environmental monitoring with accompanying semi-annual reports to the client and annual reports to SFWMD. HSE also maintains hydrological data loggers on each site and includes explanations and graphs of the data in each report.

Size: Elks Cane Slough: ±7.07 Lennard Square: ±13.58 acres **Cost:** Elks Cane Slough: $52,250.00 Lennard Square: $73,750.00 **Specific Role:** Senior Biologist

b.

(1) TITLE AND LOCATION *(City and State)*: **Baker Road Improvements Project, Stuart, Florida**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: On-going; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Scope: Baker Road Improvements Project is for the construction of an 8-foot wide concrete sidewalk and landscape buffer on the north side of Baker Road HSE conducted a wetland and wildlife survey to FDOT standards including wetland determination and delineation, protected species survey, gopher tortoise survey, vegetation (FLUCFCS) survey, soils survey and topography and produced a Wildlife Assessment Report summarizing the data collected. A gopher tortoise re-survey was also conducted and on-going tasks include a gopher tortoise relocation application, gopher tortoise mitigation bank coordination, on-site meeting with FFWCC, gopher tortoise burrow excavation, preparation and transportation to mitigation bank and FFWCC gopher tortoise relocation after action report.

Size: ±1.04 ac, ±0.65 miles **Cost:** $6,825.00 (total) **Specific Role:** Senior Biologist

c.

(1) TITLE AND LOCATION *(City and State)*: **Canal Park Boat Launch, Port St. Lucie, Florida**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: On-going; CONSTRUCTION *(If applicable)*: 2015

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Scope: The Canal Park Boat Launch project was for the construction of a boat launch and parking lot with restroom facilities, and included a preserve area as mitigation for impacts to wetlands. HSE is performing five (5) years of environmental monitoring for the preserve area, which includes installation of rain gauge and water level data loggers. Data is downloaded semi-annually and presented in graphic form on the semi-annual monitoring reports.

Size: ±1.04 acres **Cost:** $31,791.00 **Specific Role:** Senior Biologist for monitoring and monthly data logger data collection

d.

(1) TITLE AND LOCATION *(City and State)*: **Platt's Creek Compensatory Mitigation Site, Port St. Lucie, Florida**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: On-going; CONSTRUCTION *(If applicable)*: 2015

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Scope: This project is part of the mitigation for the Crosstown Parkway project in the City of Post St. Lucie. HSE designed the planting plans for the depressional marsh, hydric hammock, floodplain swamp and the mesic flatwoods. Biologists also performed construction supervision for the planting of the various habitats. Following construction, HSE began 5 years of semi-annual monitoring and reports to be submitted to South Florida Water Management District (SFWMD).

Size: ±62.99 acres **Cost:** $107,225.00 **Specific Role:** Senior Biologist for monitoring and reports

e.

(1) TITLE AND LOCATION *(City and State)*: **Proprietary FDEP Mitigation, Post Monitoring,**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: On-going; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Scope: This project is part of the mitigation for the Crosstown Parkway. HSE is conducting post-mitigation construction monitoring for water quality, fish sampling and wildlife observations quarterly for five years. This mitigation is for the construction of Crosstown Parkway and includes 3 restoration projects for water quality improvements, which were achieved by reconnecting oxbows and isolated floodplains, and deepening the upstream and downstream ends of Evans Creek.

Size: ±25.67 acres, ±3.7 miles **Cost:** $279,300.00 **Specific Role:** Senior Biologist

AUTHORIZED FOR LOCAL REPRODUCTION — STANDARD FORM 330 (6/2004)

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Shailah Steck	Biologist	1	6 months

15. FIRM NAME AND LOCATION *(City and State)*
Hobe Sound Environmental Consultants, Inc., Hobe Sound, Florida

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
BS –Marine Biology	N/A

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
Python Challenge Training Certificate; PADI Open Water Diver # 14090W8632

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: **Canal Park Boat Launch, Port St. Lucie, Florida**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: On-going; CONSTRUCTION *(If applicable)*: 2015

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Scope: : The Canal Park Boat Launch project was for the construction of a boat launch and parking lot with restroom facilities, and included a preserve area as mitigation for impacts to wetlands. HSE is performing five (5) years of environmental monitoring for the preserve area, which includes installation of rain gauge and water level data loggers. Data is downloaded semi-annually and presented in graphic form on the semi-annual monitoring reports.

Size: ±1.04 acres **Cost:** $31,791.00 **Specific Role:** Biologist

b.

(1) TITLE AND LOCATION *(City and State)*: **Elks Cane Slough and Lennard Square, Port St. Lucie, Florida**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: On-going; CONSTRUCTION *(If applicable)*: 2013

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Scope: Following the permitting of the EWIP project, both Elks Cane Slough and Lennard Square required five (5) years of environmental monitoring with accompanying semi-annual reports to the client and annual reports to SFWMD. HSE also maintains hydrological data loggers on each site and includes explanations and graphs of the data in each report.

Size: Elks Cane Slough: ±7.07
Lennard Square: ±13.58 acres
Cost: Elks Cane Slough: $52,250.00
Lennard Square: $73,750.00
Specific Role: Senior Biologist

c.

(1) TITLE AND LOCATION *(City and State)*: **Baker Road Improvements Project, Stuart, Florida**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: On-going; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Scope: Baker Road Improvements Project is for the construction of an 8-foot wide concrete sidewalk and landscape buffer on the north side of Baker Road HSE conducted a wetland and wildlife survey to FDOT standards including wetland determination and delineation, protected species survey, gopher tortoise survey, vegetation (FLUCFCS) survey, soils survey and topography and produced a Wildlife Assessment Report summarizing the data collected. A gopher tortoise re-survey was also conducted and on-going tasks include a gopher tortoise relocation application, gopher tortoise mitigation bank coordination, on-site meeting with FFWCC, gopher tortoise burrow excavation, preparation and transportation to mitigation bank and FFWCC gopher tortoise relocation after action report.

Size: ±1.04 ac, ±0.65 miles **Cost:** $6,825.00 (total) **Specific Role:** Biologist

d.

(1) TITLE AND LOCATION *(City and State)*: **Platt's Creek Mitigation Bank, Post St. Lucie, Florida**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: On-going; CONSTRUCTION *(If applicable)*: 2015

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Scope: This project is part of the mitigation for the Crosstown Parkway project in the City of Post St. Lucie. HSE designed the planting plans for the depressional marsh, hydric hammock, floodplain swamp and the mesic flatwoods. Biologist also performed construction supervision for the planting of the various habitats. Following construction, HSE began 5 years of semi-annual monitoring and reports to be submitted to FDEP.

Size: ±62.99 acres **Cost:** $107,225.00

e.

(1) TITLE AND LOCATION *(City and State)*: **Proprietary FDEP Mitigation, Post Monitoring**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: On-going; CONSTRUCTION *(If applicable)*: 2015 (mitigation)

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Scope: HSE is conducting post-mitigation construction monitoring for water quality, fish sampling and wildlife observations quarterly for five years. This mitigation is for the construction of Crosstown Parkway and includes 3 restoration projects for water quality improvements, which were achieved by reconnecting oxbows and isolated floodplains, and deepening the upstream and downstream ends of Evans Creek.

Size: ±25.67 acres, ±3.7 miles **Cost:** $279,300.00 **Specific Role:** Biologist

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 1

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Habitat for Humanity's Carter Park, Boys & Girls Club, Indiantown, Florida	2012	2014

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Martin County BOCC	Paul Bangs, P.E.	(772) 463-2848

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Job Description:

Carter Park was a multi-faceted project which included a lake and community building on-site and a drainage tract/STA off-site. HSE prepared a preliminary environmental assessment, including wetland delineation, gopher tortoise survey, UMAM and WRAP analyses, protected species survey, vegetation mapping (FLUCFCS), soils mapping, topography and an historical and archaeological review. HSE also provided permitting assistance with the Army Corps of Engineers and Martin County for site plan approval. HSE prepared a Preserve Area Management Plan (PAMP) for Martin County, an Eastern Indigo Snake Protection Plan and created planting plans for the lake littoral zone and the STA.

This project is relevant because many park projects impact wetlands and mitigation and/or gopher tortoise relocations are required. HSE has permitted hundreds of projects and is very adept at negotiating with the agencies to obtain mitigation that meets the needs of both the client and the agencies. HSE can fulfill all of your permitting needs, relocate any endangered and threatened species, design mitigation planting plans and monitor the mitigation upon completion.

Size: ±12.50 acres

Specific Roles: Robert L. Weigt, Principal/Project Manager
Freda R. Posin, Senior Biologist

Consultant Cost: $21,233.00

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.			
b.			
c.			
d.			
e.			

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F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER 2	
21. TITLE AND LOCATION *(City and State)* **Ft. Pierce Inlet Linear Park and Jetty Inlet Park, Ft. Pierce, Florida**	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES 2012	CONSTRUCTION *(If applicable)* 2012

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Ft. Pierce	Mr. Nick Mimms.	(772) 467-3793

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Job Description:

The Ft. Pierce Inlet Linear Park project included removal and replacement of an existing dock. The Jetty Inlet Park project included the renovation of existing picnic pavilion and restrooms, addition of a bike path, gazebo, landscaping and lighting, renovation of existing parking and the addition of 70 parking spaces.

For the Ft. Pierce Inlet Linear Park project, HSE provided a Phase I Environmental Site Assessment (ESA), an Environmental Assessment (EA) including protected species survey, gopher tortoise survey, soils mapping, topography, archaeological/historical review and vegetation (FLUCFCS) mapping, and a dock removal permit.

For the Jetty Inlet Park project, HSE provided an Environmental Assessment according to NEPA standards including a gopher tortoise survey, protected species survey, vegetation survey (FLUCFCS), wetland delineation, soils mapping and topography. HSE also provided a FDOT Type 1 checklist and coordination with the U.S. Fish and Wildlife Service (USFWS).

This project is relevant to this contract because it involved many of the issues that park expansions entail. Permitting issues included coordination with USFWS, working closely with FDOT and State and Federal permitting agencies.

Size: ±1.39 acres (Linear Park), ±3.0 acres (Jetty Park)

Specific Roles: Robert Weigt – Principal/Project Manager
Freda Posin – Senior Biologist

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Culpepper & Terpening, Inc.	Ft. Pierce, Florida	Prime contractor
b.			
c.			
d.			
e.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER 3

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Pepper Park Boat Ramp	2014	2014

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
St. Lucie County BOCC	Mark DiMascio, Parks &Spcl. Facilties	772-462-1610

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Job Description:

This project entailed permitting for the replacement of eight (8) existing docks.

HSE was responsible for a seagrass survey for submerged aquatic vegetation (SAV) and environmental resource permitting for the dock replacement. It also included a Manatee Protection Plan and a Smalltooth Sawfish Protection Plan.

This project is relevant to this contract because many parks in the City of Port St. Lucie are on the water and docks need to periodically be replaced. HSE is well versed at seagrass surveys and the protection plans that accompany work in waters that are home to protected species.

Size: ±4.21 acres

Cost: $8,650.00

Specific Roles: Robert Weigt – Principal in Charge
Freda Posin – Project Manager

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Culpepper & Terpening, Inc.	Ft. Pierce, Florida	Prime contractor
b.			
c.			
d.			
e.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER 4

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
North Causeway Boat Ramp Park	2014	

PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
St Lucie County BOCC	Mark DiMascio, Parks &Spcl. Facilties	772-462-1610

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Job Description:

This project was for the renewal and/or replacement of four (4) docks.

HSE was responsible for both pre-construction and post-construction submerged aquatic vegetation surveys as well as assistance with environmental resource permitting. It also included a Manatee Protection Plan and a Smalltooth Sawfish Protection Plan.

This project is relevant to this contract because many parks in the City of Port St. Lucie are on the water and docks need to periodically be replaced. HSE is well versed at seagrass surveys and the protection plans that accompany work in waters that are home to protected species.

Size: : ±0.61 acres

Specific Roles: Robert Weigt – Principal in Charge
Freda R. Posin, Project Manager

Consultant Cost: $7,150.00

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Culpepper & Terpening, Inc.	Ft. Pierce, Florida	Prime contractor
b.			
c.			
d.			
e.			

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F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 5

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Baker Road Improvement Project, Stuart, Florida	On-going	

PROJECT OWNER'S INFORMATION

b. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Stuart	Mr. Samuel T. Amerson, P.E.	(772) 288-1292

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Job Description:

This project is for the construction of 8' wide concrete sidewalk and landscape buffer on the north side of Baker Road from Green River Parkway to the end of the existing sidewalk just west of Braille Place after transition to Savannah Road. Additionally, the project proposes construction of an 8' wide concrete sidewalk (no landscape) on the east side of Cardinal Ave between Baker Road and Savannah Road with a short section along the north side of Savannah Road east of Cardinal, then crossing Savannah Road to connect to the existing sidewalk on the south side of Savannah Road. The road crossing will be stamped asphalt. The project site begins at Green River Parkway (westernmost limit) and N. W. Savannah Road (southernmost limit) and ends at N. E. Braille Place (easternmost limit) and N. E. Baker Road (northernmost limit) in Martin County, Stuart, Florida. Landscape material will be native and drought tolerant.

HSE conducted a wetland and wildlife survey to FDOT LAP standards including wetland determination and delineation, protected species survey, gopher tortoise survey, vegetation (FLUCFCS) survey, soils survey and topography and produced a Wildlife Assessment Report summarizing the data collected. A gopher tortoise re-survey was also conducted and on-going tasks include a gopher tortoise relocation application, gopher tortoise mitigation bank coordination, on-site meeting with FFWCC, gopher tortoise burrow excavation, preparation and transportation to mitigation bank and FFWCC gopher tortoise relocation after action report.

This project is relevant to the RFP, since many park projects also involve sidewalk and roadway improvements. Additionally, many parks projects require the relocation of gopher tortoises or other protected species.

Size: ±4.34 acres

Specific Roles: Robert Weigt – Principal in Charge
Freda R. Posin - Project Manager
Nicolette D'Agostino – Senior Biologist
Shailah Steck - Biologist

Consultant Cost: $2,675.00

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.			
b.			
c.			
d.			
e.			

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F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER 6

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Western Palm City Corridor, Palm City, Florida	2013	2009

PROJECT OWNER'S INFORMATION

c. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Martin County BOCC	Mr. Paul Bangs, P.E.	772 463-2848

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Job Description:

Western Palm City Corridor was mitigation for construction of Green River Parkway in Jensen Beach and Citrus Blvd from Martin County to St. Lucie County. HSE conducted an Phase 1 Environmental Assessment and an Environmental Assessment, including gopher tortoise survey, vegetation (FLUCFCS) survey, soils survey and wetland delineation, and produced a report utilizing data collected in the field. HSE biologists also performed a corridor analysis, prepared a gopher tortoise relocation permit application, coordinated with the gopher tortoise mitigation bank, relocated, prepared and transported the tortoises, and performed Gopher Tortoise URTD testing. HSE also did ERP Permitting for SFWMD and ACOE, including STA Planting Plans, Avoidance and Minimization, Public Interest Criteria, Mitigation Analysis and a Preserve Area Management Plan. During construction, HSE performed plant inspections and following construction completion, performed five years of semi-annual monitoring including ground water and rainfall monitoring and submitted reports to the agencies.

This project is relevant because many park projects impact wetlands and mitigation and/or gopher tortoise or other protected species relocations are required. HSE has permitted hundreds of projects and is very adept at negotiating with the agencies to obtain mitigation that meets the needs of both the client and the agencies. HSE can fulfill all of your permitting needs, relocate any endangered and threatened species, design mitigation planting plans and monitor the mitigation upon completion.

Size: STA: ±46.48 acres

Specific Roles: Robert L. Weigt, Principal/Project Manager
Freda R. Posin, Senior Biologist

Consultant Cost: $269,603.18 – Permitting & design
$ 29,890.00 - Monitoring

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.			
b.			
c.			
d.			
e.			

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F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER 7

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Pratt Whitney Road Bike Lanes	2014	

PROJECT OWNER'S INFORMATION

d. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Martin County BOCC	Mr. Paul Bangs, P.E.	772 463-2848

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Job Description:

This project consists of the milling and resurfacing the existing pavement of Pratt-Whitney Road and construction of 5-foot wide on-road bike lanes/shoulders to both sides of the road from Kanner Highway in the north to the Palm Beach/Martin County Line in the south. Temporary and permanent thermoplastic pavement markings and raised pavement markers (RPMs) will also be installed. The project also includes associated activities including: clearing/excavating, new bahia sod at disturbed areas/erosion control, and maintenance of traffic.

HSE biologists performed a Wetland and Wildlife Assessment and prepared report on same to FDOT LAP standards including wetland determination and delineation, protected species survey, vegetation (FLUCFCS) mapping, soils and topographic mapping. HSE also met on-site with State and Federal agencies for wetland determination and completed a FDOT Type 1 checklist for the project site.

This project is relevant to this contract because many parks require an improvement to an existing roadway. This site was adjacent to numerous wetlands and in the consultation area of numerous protected species. HSE biologists surveyed the area and found no protected species within the project footprint, but assured the agencies that, if any were located during construction, the job would be halted until the species were relocated and/or allowed to move away from the area of their own volition.

Size: ±12.4 acres, ±10.2 miles

Cost: $12,500.00

Specific Roles: Robert Weigt – Principal in Charge
Freda Posin – Project Manager

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.			
b.			
c.			
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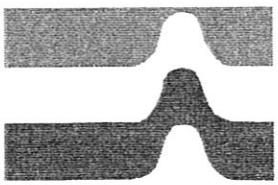


Ardaman & Associates, Inc.
Geotechnical, Environmental and
Materials Consultants

PROFESSIONAL QUALIFICATIONS OF FIRM

Size and Services

Ardaman & Associates, Inc. is one of Florida's largest geotechnical, environmental and materials engineering consulting firms. Since its founding in Orlando in 1959, the company has grown to nearly 400 employees, and expanded its scope from Florida to national and international operations. From 15 branch offices located throughout Florida and Louisiana, we conveniently provide local experience and timely response throughout the State. This broad base of experience enables our staff to satisfy the demands of any project, anywhere.

For this contract, Ardaman will use its fully-staffed office in Port St. Lucie, which has provided engineering and testing services along the Treasure Coast for over 28 years. Throughout this time, we have worked with numerous, local public-sector clients, including Martin County. Our local staff is readily available to respond to any County project. The resources of our Port St. Lucie office will be supported by a large pool of mechanical and human resources. Specifically, our nearby West Palm Beach (established in 1982) office will offer immediate support on County projects when needed. We offer Martin County the following services:

- Geotechnical Engineering
- Construction Materials Testing
- Threshold Inspection Services
- Environmental Engineering and Consulting
- Hydrogeology and Hydrology Services
- Solid Waste Engineering and Consulting
- Drilling Services
- Expert Witness Testimony

Because we have served in the local area for over 28 years, we have amassed the experience and understanding of the County's needs. Through this experience, we understand that key elements of this contract will include helping the County meet its project goals at the lowest cost. To this end, not only will Ardaman establish budgets in cooperation with the County Staff, we will also closely consider the economic impact of our recommendations.

In addition, we will maintain a high level of quality that will help protect the County, especially when we are required to advocate for the County. An important element of any geotechnical engineering and testing company's quality assurance concerns third party, independent inspections and certifications. All of Ardaman's testing facilities, including those in Port St. Lucie and West Palm Beach, are annually subjected to independent inspection by the Construction Materials Engineering Council (CMEC). Certification by the CMEC assures the County that our equipment is properly calibrated and maintained, that we have an approved laboratory QC manual and program, and that our staff is adequately trained.

Geotechnical Field and Lab and Construction Materials Testing Capabilities

We recognize that most of the services under this contract will deal with geotechnical engineering investigations and construction materials testing and inspection services. Therefore, we provide in this section more details regarding our capabilities in these areas.

Ardaman owns a large inventory of field equipment including four-wheel drive and all-terrain vehicles, a 10 ft x 20 ft barge equipped with a drill rig, an air-boat, an amphibious rig, a state-of-the-art Electronic Earth Explorer (including several electric piezometer probes and piezocones) a flat plate dilatometer, a vane shear device and NQ coring equipment. Over twenty drill rigs are manned by crews with extensive experience in field testing techniques.

Ardaman maintains a state-of-the-art geotechnical laboratory that is the largest and best equipped in Florida. The laboratory includes equipment for conducting virtually any test on soil and rock materials including permeability, strength, compressibility, index properties and chemical composition. The laboratory has undergone the rigorous inspection by the U.S. Army Corps of Engineers and has been qualified by the Corps to conduct soil testing. We recognize that most of the work required under this contract will not require Ardaman's extensive equipment. However should the need arise for exceptional exploration and analysis services, the County will benefit from Ardaman's capabilities in these areas.

Ardaman provides full-service construction materials testing and engineering services from each of its office locations. Routine tests, as well as complex services, are provided in a timely and economic manner. Specifically, these services include:

Soils: Each office is equipped to provide testing of soils ranging from density testing and compaction monitoring to observing the completion of soil bearing enhancement. Monitoring the installation of pile foundations and pile load test verification is also available. Soil stabilization design and testing, including soil-cement and various other roadway base stabilization/reclamation and improvement methods, are available.

Concrete: Both plastic and hardened Portland cement concrete tests, as well as designs, are available. In addition to routine testing, Ardaman is capable of providing high level, non-destructive testing of concrete employing velocity meter devices.

Asphalt: Ardaman's offices provide quality control tests such as extraction and gradation, stability and flow, as well as pavement design and evaluation of distressed pavements. Asphalt plant and field inspections by FDOT certified inspectors are available.

Threshold Inspection: Over 120 projects have been completed throughout the State of Florida by our experienced engineers who are licensed to perform threshold inspections.

Structural Steel Testing and Inspection: Ardaman maintains a Metals Group to provide ongoing services, inspecting and testing structural steel and steel connections in new and existing structures. Certified weld inspectors, building code inspectors and non-destructive testing equipment are available.

Ardaman maintains a large inventory of specialty testing and data gathering devices for evaluation of construction methods and materials including among others:

- Vibration monitoring equipment (construction)Pulse velocity (ultrasonic) evaluation (concrete)
- Floor flatness testing (concrete)
- Ultrasonic thickness measurement (metals)Ultrasonic weld evaluation (metals)
- Liquid Penetrant test methods (metals)
- Penetrating radar (concrete)
- Magnetic Particle evaluation (metals)
- Welder qualifications (metals)
- Reinforcing steel location by Profometer V (concrete)
- Petrographic examination (concrete)
- Paint thickness by ultrasonic and magnetic evaluation (metals)

Ardaman & Associates, Inc.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
DAN ZRALLACK, P.E.	SENIOR PROJECT ENGINEER	18	188

15. FIRM NAME AND LOCATION *(City and State)*

ARDAMAN & ASSOCIATES, INC.,

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(St.& Discipline)*
BS Degree - Civil Engineering (2000)	State of Florida - Bd of Professional Engineers (63911)

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*		(2) YEAR COMPLETED	
Project Name:	CSC for Geotechnical Engineering	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Location:	Various		

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE ☒ Check if project performed with current firm

Mr. Zrallack serves as contract manager and senior project engineer on numerous geotechnical and construction material testing projects for various municipalities under continuing contracts on a wide range of utility engineering, stormwater management, roadway and infrastructure projects. Ardaman's services included subsurface exploration and geotechnical engineering analyses along with construction materials testing of soils, concrete, pavement materials (asphalt, base and subgrade), and masonry units. Projects include utility services, roadways, stormwater systems, parking garages and buildings.

- *St. Lucie County*
- *Indian River County*
- *City of Fort Pierce*
- *City of Port St. Lucie*
- *Indian River County Schools*
- *Martin County School District*
- *Indian River County*
- *Indian River State College*

b.

(1) TITLE AND LOCATION *(City and State)*		(2) YEAR COMPLETED	
Project Name:	Indian River Estates Water Main	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Location:	St. Lucie County, Florida		

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE ☒ Check if project performed with current firm

Mr. Zrallack was a senior project engineer for a subsurface soil exploration and geotechnical engineering evaluation for the design of a MSBU water main distribution project in the Indian River Estates residential community in eastern St. Lucie County. Mr. Zrallack also managed the construction materials testing services for the project.

c.

(1) TITLE AND LOCATION *(City and State)*		(2) YEAR COMPLETED	
Project Name:	Indian River Est. Stormwater Improv.	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Location:	St. Lucie County, Florida		

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE ☒ Check if project performed with current fir..

Mr. Zrallack was a senior project engineer for this stormwater drainage improvement project in the Indian River Estates residential community in eastern St. Lucie County. Mr. Zrallack managed the construction materials testing services for the project.

d.

(1) TITLE AND LOCATION *(City and State)*		(2) YEAR COMPLETED	
Project Name:	Midway Road Widening Project - Ph I	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Location:	St. Lucie County, Florida		

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE ☒ Check if project performed with current firm

Mr. Zrallack is currently serving as Senior Project Engineer for the roadway widening of Midway Road in St. Lucie County between Milner Drive and 25th Street. Ardaman is providing construction testing and inspection during construction of the project.

STANDARD FORM 330 (6/2004) PAGE 2

Ardaman & Associates, Inc.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPEREINCE a. Total	b. With Current Firm
Zan C. Bates, PE	**Senior Geotechnical Project Engineer**	23	23

15. FIRM NAME AND LOCATON *(City and State)*
Ardaman & Associates, Inc., Orlando, Florida

16. EDUCATION *(Degree and Specialization)*
B.S. Civil Engineering, University of Florida, 1990
M.S. Civil Engineering, University of Florida, 1992

17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
Florida Professional Engineer #49917

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
American Society of Civil Engineers
Florida Engineering Society

19. RELEVANT PROJECTS

a.
(1) TITLE AND LOCATION *(City and State)*: **City of Orlando Continuing Contract, Orange County, Florida**
(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2015 — CONSTRUCTION *(if applicable)*:
☒ Check if project performed with current firms
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE
Mr. Bates as Senior Project Engineer/Manager has performed geotechnical engineering evaluation projects for the City under this continuing contract on city facilities and roadways and waste-water treatment plants. Annual Fees: $120K

b.
(1) TITLE AND LOCATION *(City and State)*: **City of Oviedo, Continuing Contract, Oviedo, Seminole County, Florida**
(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2016 — CONSTRUCTION *(if applicable)*:
☒ Check if project performed with current firms
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE
Ardaman has been providing geotechnical, environmental and construction materials testing services on a wide range of services including roadways, stormwater pipelines, new facilities construction or renovations, and landfills. Mr. Bates has served as a Senior Project Engineer/Manager on this contract. Term Fees: $25K

c.
(1) TITLE AND LOCATION *(City and State)*: **Seminole County Continuing Contract, Sanford, Florida**
(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2017 — CONSTRUCTION *(if applicable)*:
☒ Check if project performed with current firms
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE
Mr. Bates has provided project manager services under this contract for geotechnical engineering on roadways, buildings, recreational facilities and pavement evaluations. Annual Fees $25K

d.
(1) TITLE AND LOCATION *(City and State)*: **FDOT-District 5 – District Wide Geotechnical and Material Testing Contract, Deland, Florida**
(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2018 — CONSTRUCTION *(if applicable)*:
☒ Check if project performed with current firms
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE
Mr. Bates serves as a senior transportation project engineer under this five-year contract providing a wide range of geotechnical services under a continuing services basis on various roadway/bridge widening, retaining walls and storm water facilities projects.

e.
(1) TITLE AND LOCATION *(City and State)*: **Seminole County Public Schools, Continuing Contract, Seminole County, Florida**
(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2015 — CONSTRUCTION *(if applicable)*:
☒ Check if project performed with current firms
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE
Mr. Bates has served as Senior Project Engineer/Manager on several geotechnical explorations on numerous educational facilities for Seminole County Schools, including proposed and existing schools, access roadways, parking areas, and retention ponds under this continuing contract. Approximate Annual Fees: $75K

State of Florida

Board of Professional Engineers

Attests that

Zan C. Bates , P.E.

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

Is licensed as a Professional Engineer under Chapter 471, Florida Statutes

Expiration: **2/28/2017**
Audit No: **228201721604**

P.E. Lic. No:
49917

State of Florida

Board of Professional Engineers

Attests that

Daniel James Zrallack , P.E.

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

Is licensed as a Professional Engineer under Chapter 471, Florida Statutes

Expiration: **2/28/2017**
Audit No: **228201711685**

P.E. Lic. No:
63911

Improvement projects, or similar type projects, awarded by other government agencies, to your firm in the past 5 years that were similar to size, and scope of this project. (Do not include the City of Port St. Lucie)

Project	Date of Award	Responsibility	Is Work Completed?	Amount of Contract
Melody Lane Fishing Pier, Fort Pierce	July 2015	Construction Inspection (pile driving) and Materials Testing (Geotechnical)	Yes	$18,130
Slope Repair at 8001 South Indian River Drive, St. Lucie County	September 2015	Construction Materials Testing and Inspections (Geotechnical)	Yes	$14,512
Warner Creek Bridge, Jensen Beach	February 2016	Subsurface Soil Exploration (Geotechnical)	Yes	$3,455
Boat Ramp Road Bridge at Bessey Creek, Palm City	December 2015	Subsurface Soil Exploration (Geotechnical)	Yes	$2,830
Taylor Creek/Centennial Park, Okeechobee	March 2016	Subsurface Soil Exploration (Geotechnical)	No	$5,000
Old Fort Park, Fort Pierce	December 2015	Subsurface Soil Exploration (Geotechnical)	Yes	$1,500

****

[Go to Next Page]

Ardaman & Associates, Inc.

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

20. EXAMPLE PROJECT KEY NUMBER

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

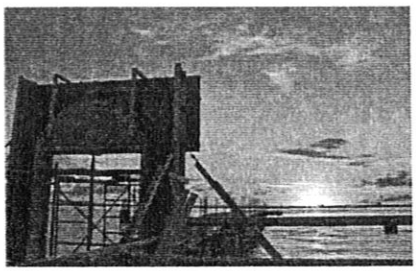
21. TITLE AND LOCATION *(City and State)*	22. YEARS COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION
City of Fort Pierce Melody Lane Fishing Pier Fort Pierce, Florida	2015-2016	2015-2016

23. PROJECT OWNER'S INFORMATION

A. PROJECT OWNER	B. POINT OF CONTACT NAME	C. POINT OF CONTACT TELEPHONE NUMBER
City of Fort Pierce Engineering Department	Ms. Tracy Telle, P.E.	772-460-2200

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(include scope size, and cost)*

Ardaman and Associates, Inc. (Ardaman) provided geotechnical engineering consulting services and construction materials testing and inspection services for this 200-foot fishing pier facility on the Indian River in downtown Fort Pierce. Geotechnical engineering consulting services included monitoring pile driving and associated steel reinforcement inspections. Construction materials testing services included various soil compaction testing, concrete compressive strength testing, and various other soils related testing performed during the construction phase of the project.



Ardaman Fees: $18,130.00

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Ardaman & Associates, Inc.	Port St. Lucie, Florida	Prime Geotechnical Consultant
b.			
c.			
d.			
e.			
f.			

STANDARD FORM 330 (1/2008)

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

21. TITLE AND LOCATION *(City and State)*

E-8 Canal Bank Stabilization Project
Port St. Lucie, Florida

22. YEARS EXPEREINCE

PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
2013-2015	2013-2015

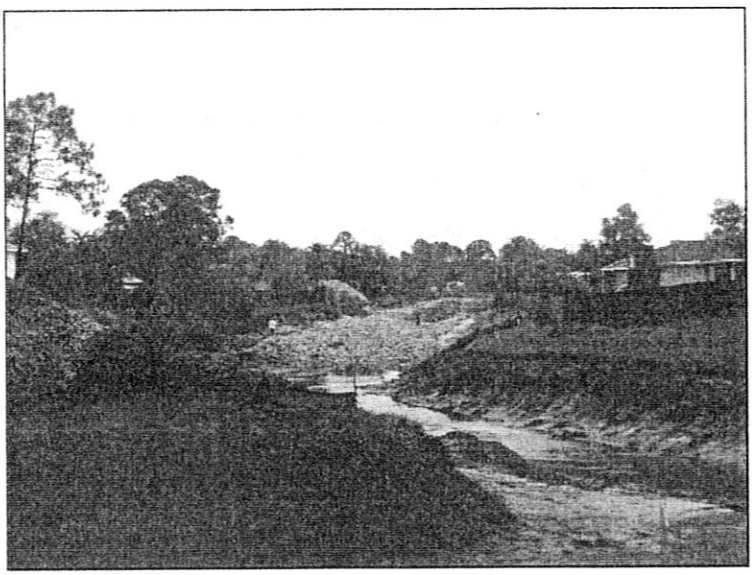
23. PROJECT OWNER'S INFORMATION

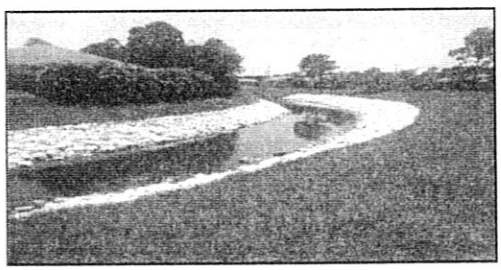
A. PROJECT OWNER	B. POINT OF CONTACT NAME	C. POINT OF CONTACT TELEPHONE NUMBER
City of Port St. Lucie	Steve Jungjohan Colt Schwerdt, P.E.	772-871-7644

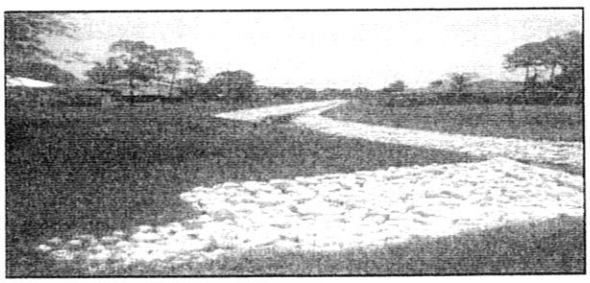
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(include scope size, and cost)*

Ardaman provided geotechnical consulting services and construction testing and inspection services for canal bank stabilization along the E-8 Canal between SW Logwood Road and SW Tampico Street in Port St. Lucie, Florida. Ardaman performed a geotechnical investigation of existing canal bank slope failures, slope stability analyses and stabilization design to provide for global stability and long-term performance of the canal bank.

A system of geotextiles and rubble rip rap was used to provide a stable canal bank system.
Approximate fees (Ardaman): $65,170







25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Ardaman & Associates, Inc.	Port St. Lucie, Florida	Sub-Consultant
b.			

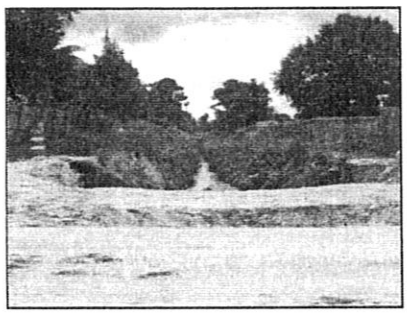
F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT (Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)	20. EXAMPLE PROJECT KEY NUMBER

21. TITLE AND LOCATION *(City and State)*	22. YEARS EXPEREINCE	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
D-9 Canal Bank Stabilization Project Port St. Lucie, Florida	2012-2015	2012-2015

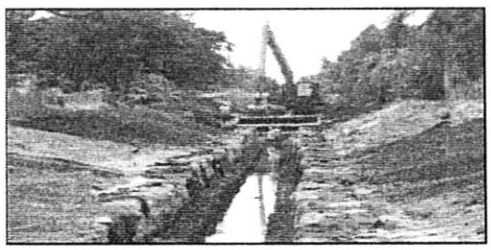
23. PROJECT OWNER'S INFORMATION

A. PROJECT OWNER	B. POINT OF CONTACT NAME	C. POINT OF CONTACT TELEPHONE NUMBER
City of Port St. Lucie	Steve Jungjohan Colt Schwerdt, P.E.	772-871-7644

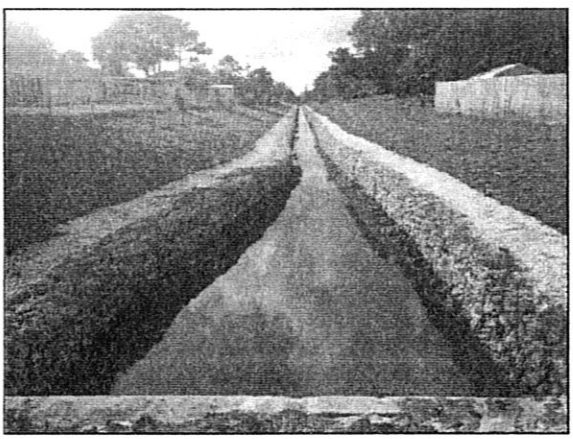
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(include scope size, and cost)*



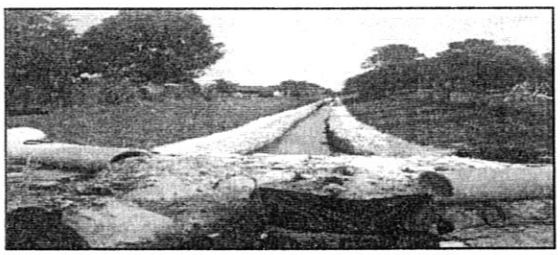
Ardaman geotechnical consulting services and construction testing and inspection services for approximately 1.25 mile of canal bank along the D-9 Canal between Bayshore Boulevard and Airoso Boulevard in Port St. Lucie, Florida. Ardaman performed a geotechnical investigation of existing canal bank slope failures, slope stability analyses and stabilization design to provide for global stability and long-term performance of the D-9 canal banks. Ardaman assisted in evaluating several bank stabilization design alternatives considering cost, constructability and maintenance.



A gabion basket system was selected to provide the best benefit for the cost, aesthetics, consideration for the constructability given the limited construction access and ease of maintenance.



Approximate fees (Ardaman): $38,000



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Ardaman & Associates, Inc.	Port St. Lucie, Florida	Sub-Consultant
b.	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 4

21. TITLE AND LOCATION *(City and State)*	22. YEARS COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Various City of Port St. Lucie Projects **Port St. Lucie, Florida**	1987-2015	1987-2015

23. PROJECT OWNER'S INFORMATION

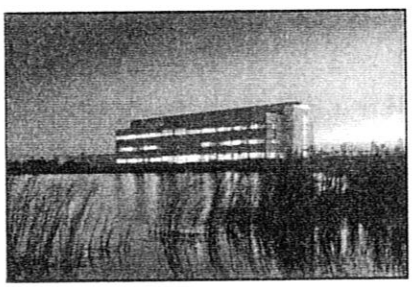
A. PROJECT OWNER	B. POINT OF CONTACT NAME	C. POINT OF CONTACT TELEPHONE NUMBER
City of Port St. Lucie	Ms. Patricia Roebling, P.E.	(772) 871-5177

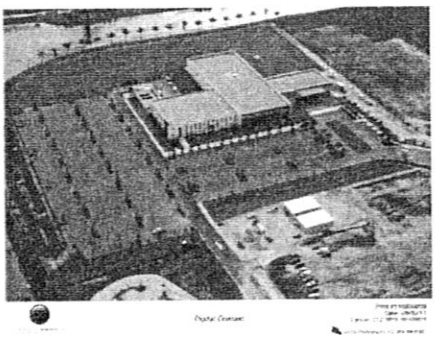
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(include scope size, and cost)*

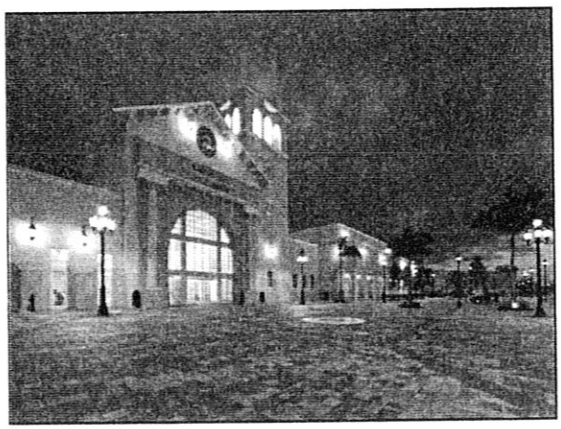
Ardaman has been providing geotechnical engineering and construction materials testing services for various City of Port St. Lucie project from our local office since it was opened in 1987. A list of some of the more recent projects include:

Crosstown Parkway – Manth Avenue to US-1
Becker Road – Segment 3
Bayshore and Prima Vista Intersection Improvements
City Of Port St. Lucie Civic Center
Westmoreland Boulevard Resurfacing
Tropical Storm Isaac Repairs
C-24 Canal Boat Ramp Park
Digital Domain
Torrey Pines
City of Port St. Lucie Botanical Gardens
D-9 Canal Improvements
Emergency Headwall Repairs at Floresta and Airoso

Ardaman Total Fees: Varies, based on contract rates







25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Ardaman & Associates, Inc.	Port St. Lucie, Florida	Geotechnical Engineer / Consultant
b.			
c.			

Ardaman & Associates, Inc.

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT (Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)		20. EXAMPLE PROJECT KEY NUMBER
21. TITLE AND LOCATION *(City and State)*	22. YEARS COMPLETED	
Westmoreland Boulevard Resurfacing Project Westmoreland Boulevard - Cambridge Drive to US Highway 1 Port St. Lucie, Florida	PROFESSIONAL SERVICES 2008	CONSTRUCTION *(if applicable)* 2010

23. PROJECT OWNER'S INFORMATION

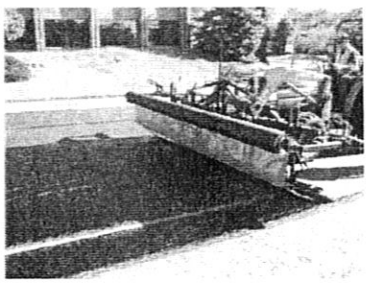
A. PROJECT OWNER	B. POINT OF CONTACT NAME	C. POINT OF CONTACT TELEPHONE NUMBER
City of Port St. Lucie	Mr. Mike Davis	(772) 871-5100

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(include scope size, and cost)*

Ardaman provided geotechnical exploration and engineering evaluation services on this roadway resurfacing project which included Westmoreland Boulevard from Cambridge Drive to US Highway 1 in Port St. Lucie. Ardaman performed pavement cores throughout the corridor and evaluated in-place pavement materials. Ardaman provided geotechnical consulting services and assisted the City of Port St. Lucie staff and the project civil engineers, Culpepper & Terpening, Inc., evaluate various cost effective solutions to address the weak pavement section at the site.

A geotextile interlayer asphalt material was recommended and ultimately incorporated into the resurfacing program to delay asphalt cracking and extend the service life of the resurfaced pavement. Ardaman provided construction oversight during the construction phase of the project.

Ardaman Total Fees: $13,829



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Ardaman & Associates, Inc.	Port St. Lucie, Florida	Geotechnical Engineer / Consultant
b.			
c.			
d.			

STANDARD FORM 330 (6/2004)

END OF FILE #2

END OF DOCUMENT

SOLICITATION REQUEST

Department: CRA Department Technical Specialist: Bridget Kean Extension: 6489

Item/Description of Work Summary: (This is the scope of work and is not to be included in the technical specifications) The City of Port St. Lucie (City) requires professional design, engineering, permitting, and surveying services for the expansion of the existing boardwalk at Riverwalk south to the city owned properties on Westmoreland Boulevard, as well as professional design, engineering, permitting, and surveying services for the development of two city owned parcels on Westmoreland Blvd. that are located south of the Port St. Lucie Botanical Gardens. The guiding documents for the development of the two city owned parcels are the Westmoreland River Park Management Plan, the Westmoreland Park Conceptual Plan prepared by the American Institute of Architects Treasure Coast Chapter approved and discussed by the City Council at the October 26, 2015 City Council meeting, and the Port St. Lucie Strategic Plan, as well as the direction provided by the Community Redevelopment Agency Board at the August 17, 2015 CRA Special Meeting beginning at 6:00 p.m.

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: 9 to 12 months
Replacement: [ ] Yes [X] No Total Project Budgeted Amount: $300,000
If professional services what is the estimated construction cost TBD Any grant funds being used for consultants No construction TBD Type of Grant: N/A

Liquidated damages amount (for construction only); N/A
If not budgeted, authorization from Director of PMD is required.
Funding for this request will come out of the SE Lennard Road SAD Fund and the Riverpoint SAD Fund. There is a combined total of $502,326 available. A budget amendment will be processed.

Account Number	Fund	Cost Center	Object Code	Project

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

Bidder Name	Address	E Mail	Contact Person

Reason for purchase or service: The City Council has directed staff to prioritize the expansion of the Riverwalk boardwalk and the development of the two city owned parcels on Westmoreland Blvd in accordance with the

Strategic Plan. These plans are needed to apply for grant funding to help with the construction of these multi-year projects.

If digging or trenching is required what is the depth? N/A

If work is in water, what is the depth? N/A Is the water navigable? N/A

If this is a building, how many stories? N/A

ACM / Department Head Approval — 1/12/16 Date

Approved
Jeff Breme
2-13-16

Notice # 1
RFP # 20160056
Notice Date: May 5, 2016

Bid Name: Riverwalk Design Plan

The evaluation committee met May 5, 2016 at 3:00 and selected the following firms and time schedule for the Question and Answer session on May 11, 2016.

CAPTEC Engineering Inc.	1:00 P.M.
Dredging & Marine Consultants	1:30 P.M.
Culpepper & Terpening Inc.	2:00 P.M.

The sessions will be held in the OMB Conference Room #390, located in Building A, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984.

The session format shall be 15 minutes for the questions and 5 minutes for additional discussion. A Public Meeting will commence at the conclusion of the final session for the committee to select the firm for the award recommendation to City Council.

"A City for All Ages"

CITY OF PORT ST. LUCIE

Electronic Request For Proposal #20160056
(E-RFP)

Riverwalk and Westmoreland Park Design Plan

Prepared By:
Cheryl Shanaberger
Procurement Management Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099
772-871-7390
cheryls@cityofpsl.com

TABLE OF CONTENTS

DESCRIPTION	PAGE
INVITATION TO E-BID	3
SUBMITTAL OF RFP	4
TENTATIVE SCHEDULE	5
EVALUATION AND AWARD	5
SAMPLE CONTRACT	7-16
FORMS	
TRUTH-IN-NEGOTIATION CERTIFICATE AND AFFIDAVIT	17
QUESTIONNAIRE	18-19
DRUG FREE WORKPLACE FORM	20
CHECKLIST	21

Separate Attachments: For Informational Purpose Only- Location Map of the Riverwalk Design Plan

INVITATION TO E-BID

This is an Electronic Request for Proposal #20160056. The City of Port St. Lucie (City) requires Professional Design, Engineering, Permitting, and Surveying Services for the expansion of a Riverwalk boardwalk and the development of two city owned riverfront parcels. The guiding documents for this project are the City of Port St. Lucie Strategic Plan, the Westmoreland River Park Management Plan, the Westmoreland Park Conceptual Plan prepared by the American Institute of Architects Treasure Coast Chapter, the official minutes from the October 26, 2016 City Council Meeting approving the Westmoreland Park Conceptual Plan, and the direction provided by the Community Redevelopment Agency Board at their meeting on August 17, 2015 beginning at 6:00 p.m.

Proposals for the project will be received by the City of Port St. Lucie, via Demandstar, in the Procurement Management Department, no later than **Tuesday, April 26, 2016@ 2:00:00 p.m. EST.**

All submittals must be received by the date and time specified above, when they will be opened and the names publicly read aloud. The proposal time must be and shall be scrupulously observed. Under no circumstances shall submittals uploaded to Demandstar.com after the time specified be accepted or considered. It is the sole responsibility of the Proposer to ensure that his or her submittal is uploaded on or before the closing date and time. The City shall in no way be responsible for delays caused by any power outages or internet failures. No exceptions will be made.

Electronic replies will be the **only** method allowed for Bidders to respond to this solicitation. All submittals must be compatible with Microsoft Office 2013. All must be contained in two (2) PDF files, and in the order specified under title **SUBMITTAL OF E-RFP subpart D & E**. E-Bidding will be done through a secure locked box. Bidders can only view/submit their E-RFP and will not have access to any other Bidder's submittals. The Bidder's E-RFP may be changed at the Bidder's discretion until the due date and time have been reached at which time the Bidder will no longer change or have access to the electronic bid submittal. The City will then open the E-RFPs. Bidders who are E-Bidding for the first time are strongly encouraged to contact Demandstar at (800) 711-1712 or obtain assistance by e-mailing questions to supplierservices@onvia.com.

All questions related to the Request for Proposal must be directed to Cheryl Shanaberger in the Procurement Management Department. She can be reached at (772) 871-7390. Questions shall be submitted in writing, at least **five (5)** days prior to the RFP opening, if possible. Questions may be emailed to cherylS@cityofpsl.com. To ensure fair consideration for all Proposers, it must be clearly understood that Ms. Shanaberger is the only individual who is authorized to represent the City. Questions submitted to any other person in any other department will not be addressed. Additionally, the City prohibits communications initiated by a Proposer to **any** City Official or employee evaluating or considering the Request For Proposals **(up to and including the Mayor and City Council)**, from the request of solicitation of the proposal to the time an award decision has been made, and a Contract has been executed.

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

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

Documents required for this E-RFP: Completed Questionnaire, Certified Minority Business Certificate (if applicable), W9, current Certificate of Insurance, applicable current Licenses (state and professional), Drug Free Workplace Form, Checklist, and Form 330.

SUBMITTAL OF E-RFP

All proposals shall be submitted by completing and returning the Questionnaire and form 330 in two (2) PDF files (from proposing firm only, no subconsultants/subcontractors). The Questionnaire should be typed or printed and signed in black ink. All submittals are required to be electronic via DemandStar and be contained in two (2) PDF files. **No** hard copies will be accepted.

A. Request Bid Specifications, #20160056 from Onvia, via phone 800-711-1712 or via internet www.cityofpsl.com

B. Download the Questionnaire and save to your hard drive, program is in Word 2013 Professional. Enter information requested on the Questionnaire.

C. Electronically sign the Questionnaire where indicated.

D. Upload in two (2) PDF files as follows: File # 1-Upload and submit the Questionnaire for E-RFP #20160056, Certified Minority Business Certificate (if applicable), W9, current Certificate of Insurance, all applicable current Licenses (state and professional), Drug Free Workplace Form, and E-RFP checklist, onto Demandstar in one file by the due date and time. Acknowledge all Addenda on the Questionnaire.

E. PDF File # 2- Submit Form 330 in a separate file.

F. Enter Zero on the web page for cost or you will receive an error message and your submittal will be denied.

G. The submittal button at the bottom of the page must be selected to complete the Bid response.

***** Only electronic replies are required. No hard copies will be accepted*****
Please try to limit each file submittal to no more than 1.5 mb

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

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

TENTATIVE SCHEDULE

It is the intent of the City to have this project completed within a limited time frame. Therefore, priority will be given to firms who recognize and display the ability to work within the restrictions of the following tentative schedule:

REVIEW AND SELECTION PROCESS

Advertisement with Onvia DemandStar	Monday, March 21, 2016
Proposal Due	Tuesday, April 26 @ 2:00:00 p.m. EST
Evaluation Committee*	May 5, 2016 @ 3:00 p.m.
Q & A**	May 9, 2016 @ 1:00 p.m. – 5:00 p.m.
Tentative City Council Short List Approval	May 23, 2016
Tentative Negotiations	June 1, 2016 @ 3:00 p.m.
Tentative City Council Contract Approval	June 13, 2016

* Committee will meet in the Conference Room (390) in the Procurement Management Department.
**Committee will meet in the Conference Room (390) in the Procurement Management Department.

EVALUATION AND AWARD

CRITERION	*MAXIMUM SCORE*
A. Location (Question 1) *	9
B. Minority Business (Question 2)	1
C. Assigned Staff (Question 5)	50
D. Company Experience/History (Questions 4, 5 and 7)	40
Maximum Points	**100**

* # of Miles from City Hall to Assigned Staff's Office location	# of Points
0-60	5
61-80	4
81-100	3
101-120	2
121-140	1
140+	0

The City's Procurement Management Department reserves the right to request any additional information needed for clarification from any proposer for evaluation purposes.

SPECIAL REQUIREMENTS

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

Public Entity Statement - Section 287.133 of the Florida Statutes places the following restrictions on the ability of persons convicted of public entity crimes to transact business with the City:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or 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 s. 287.017 for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list." § 287.133(2) (a), Fla. Stat. (2010)

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"SAMPLE"
CITY OF PORT SAINT LUCIE
CONTRACT #20160056

This is a Lump Sum CONTRACT, executed this ____ day of _____, 20__ by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipality, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, , a Florida Corporation, Telephone No. Fax No. , hereinafter called "Engineer", party of the second part.

RECITALS

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

SECTION I
NOTICES & DESCRIPTION OF SERVICES TO BE PROVIDED

The scope of work that the Engineer has agreed to perform pursuant to E-RFP #20160056, Riverwalk and Westmoreland Park Design Plan, in accordance with the RFP, Contract documents and all addenda.

Notices

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

City Contract Administrator: Procurement Management Department
Attn: Cheryl Shanaberger, Buyer
City of Port St. Lucie
121 SW Port St. Lucie, Blvd.
Port St. Lucie, FL. 34984
Telephone 772 873 6338 Fax 772 871 7337
Email: cheryls@cityofpsl.com

City Project Manager: Bridget Kean, AICP
Community Redevelopment Agency Director
121 SW Port St. Lucie, Blvd.
Port St. Lucie, FL. 34984
Telephone 772 873 6489
Email: bkean@cityofpsl.com

~~Engineer:~~

Scope of Professional Services

Project Description

The City of Port St. Lucie (City) requires Professional Design, Engineering, Permitting, and Surveying Services for the expansion of a Riverwalk boardwalk along the North Fork of the St. Lucie River and development of two city owned parcels adjacent to the river. The existing Riverwalk boardwalk is located at Veteran's Park at Rivergate off of Veterans Memorial Parkway and extends approximately 2,500 linear feet along the river. The City would like to extend the existing boardwalk south to connect the boardwalk to ± 43 acres of City owned land on Westmoreland Boulevard. The 43 acres on Westmoreland Blvd. is divided into three tracts as follows: a 20 acre botanical gardens to the north, a ten (10) acre vacant tract in the center, and a thirteen (13) acre conservation tract to the south. This proposal is for the development of the ten (10) acre middle parcel and thirteen (13) acre conservation tract. A conceptual plan for the ten (10) acre middle parcel was prepared by the American Institute of Architects Treasure Coast Chapter and approved by the City Council. It depicts a recreation component, a historic component, waterfront dining, floating dock, and public restroom facilities as parts of a phased development. The thirteen (13) acre conservation tract is subject to the Westmoreland River Park Management Plan. The management plan allows for a wetland crossing to access the property, a nature trail, river overlook, and interpretive signage. The requested services should result in design and engineering plans for the extension of the boardwalk and site and construction plans for the ten acre middle tract and the thirteen acre conservation tract.

The Scope of Services will be itemized into three (3) phases.

- Phase 1: Boardwalk Extension
- Phase 2: Westmoreland Tract Development
- Phase 3: Conservation Tract

SECTION II
TIME OF PERFORMANCE

Contract period shall start _____, 20__, and terminate _____, 20____, calendar days thereafter. In the event all work required in the proposal specifications has not been completed by the specified date, the Engineer agrees to provide work, at no additional cost to the City as authorized by the Contract Supervisor until all work specified in the proposal specifications has been rendered.

SECTION III
RENEWAL OPTION

Not Applicable

SECTION IV
COMPENSATION

This is a Lump Sum Contract per the Fee Schedule Table below, for a Contract total of _____which includes the $10.00 indemnification fee. The City will not pay for out-of-pocket expenses including, but not limited to, office & utilities, subconsultants fees, or any reimbursable expense.

There will be no additional amount paid for reimbursable expenses. Engineer shall invoice the City for the amount of the indemnification payment and said invoice shall accompany the signed Contracts.

Progress Payments- The City may make partial payment during the progress of the work upon percentage completion of each task, as approved by the Project Manager.

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

FEE SCHEDULE TABLE

DESCRIPTION	TOTAL LUMP SUM FOR THIS PROJECT: $

Lump Sum fee is to include all reimbursables, including travel, meals, copies and so forth.

Invoices for services shall be submitted by the 10th of the month. Payments shall be made provided the submitted invoice is accompanied by adequate supporting documentation and is approved by the Contract Supervisor. Engineer will be paid with Visa.

Engineer VISA Payment Procedures

1. A ghost account with Bank of America (BOA) will be established for the project. The account dollar limit will be established by the City's estimate of monthly expense. The account will also have limits as per the Merchant Category Code (MCC). Reasonable total invoice amounts will also be established. The ghost account will be entered with the proper expense codes. The Engineer will be provided this ghost account number to process payments.
2. A purchase order to the Engineer for this project may not be issued.
3. The Engineer will send the project manager by the 1st of each month a detailed pay request listing employee title, hours of work, hourly rate and related tasks that are completed. Partial release of liens will be provided if subcontractors were used by Engineer.
4. The Project Manager (PM) will audit to determine that work and materials that are being billed have been completed and installed as per contract specifications. The PM will verify the partial release of liens. The PM will sign documents that state the payment is correct and payment by the City is authorized.
5. The PM will email the approved pay request to the Contract Specialist, City's P-Card Administrator and the Engineer to proceed with placing the charge on the BOA specified account.
6. The Engineer may not place the charge on the ghost account until contacted by the City giving approval. Under no circumstances will the account be used between the 1st and 5th of the month.
7. Invoices that are not approved by the PM will be returned to the Engineer with a detailed explanation.
8. Procurement Management Department will balance statement and issue all dispute items.
9. Procurement Management Department will produce summary sheet and send all documentation to Finance for payment.

All work compensated for under this Contract, including partial payments, shall become the property of the City of Port St. Lucie without restrictions or limitations. Work under this Contract shall include, but not be limited to, sketches, tracings, drawings, computations, details, design calculations, plan, electronic files and other related documents. The Engineer shall not be held liable for any reuse of the work and shall not be held liable for any modifications made to the work by others.

All invoices and correspondence relative to this Contract must contain the last 4 digits of the BOA ghost account and Contract number.

A Visa Order Form or Purchase Order form will constitute as the Notice to Proceed.

SECTION V
CONFORMANCE WITH PROPOSAL

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

SECTION VI
INDEMNIFICATION/INSURANCE

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

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

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

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

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

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

An Additional Insured endorsement **must** be attached to the certificate of insurance and must include coverage for Completed Operations (CG2026) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement 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 Engineers and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interest's provision as provided under the standard ISO form separation of insurer's clause.

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

Engineer shall agree to maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than $1,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds $10,000 the City reserves the right, but not the obligation, to review and request a copy of Engineer's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, the Engineer warrants the retroactive date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, Engineer shall agree to purchase a SERP with a minimum reporting period not less than three (3) years. If policy contains an exclusion for dishonest or criminal acts, defense coverage for the same shall be provided.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured added to its

Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents and shall include Contract # 20160056- Riverwalk and Westmoreland Park Design Plan shall be listed as additionally insured."**. The Certificate of Insurance and policy shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Engineer shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage shall be attached to the Certificate of Insurance. All independent Engineers and subconsultants utilized in this project shall furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

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

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

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

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

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

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

SECTION VII

PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

Subject to the laws of the State of Florida and of the United States, neither Engineer nor any subconsultants, 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 VIII

WORK CHANGES

Not Applicable

SECTION IX
COMPLIANCE WITH LAWS

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

As per FS 119.0701:

If the Consultant has questions regarding the application of Chapter 119, Florida Statues, to the Consultant's duty to provide public records relating to this contract, contact the Custodian of Public Records at

City of Port St. Lucie
City Clerk
ppr@citvofpsl.com
772 871 5157
121 SW Port St. Lucie, Blvd.
Port St. Lucie, FL 34984

SECTION X
ADDITIONAL REQUIREMENTS

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

SECTION XI
LICENSING

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

SECTION XII
SAFETY PRECAUTIONS

Precaution shall be exercised at all times for the protection of persons, including employees, and property. All plans and construction must be ADA compliant. The safety provisions of all applicable laws and building and construction codes shall be observed. The selected Engineer will submit all proposals in compliance with the 28 C.F.R. § 35.151, and the ADA Settlement Agreement. Where ADA and Florida Building Codes conflict the most stringent applies or ADA supersedes.

SECTION XIII
ASSIGNMENT

Engineer shall not delegate or subcontract any part of the work under this Contract or assign any monies due him hereunder without first obtaining the written consent of the City.

SECTION XIV
TERMINATION

If the Engineer refuses or fails to prosecute the work with such diligence as will insure its completion within the time specified in this Contract, or as may be modified in accordance with this Contract, the City by written notice to the Engineer, may terminate Engineer's rights to proceed. On such termination, the City may take over the work and prosecute the same to completion, by contract or otherwise, and the Engineer and his sureties shall be liable, jointly and severally to the City for any additional cost incurred by it in its completion of the work.

The City may terminate this Contract with or without cause by giving the Engineer thirty (30) days' notice in writing. Upon delivery of said notice the Engineer shall discontinue all services in connection with the performance of this Contract and shall proceed to promptly cancel all related existing third party contracts. Termination of the Contract by the City pursuant to this paragraph shall terminate all of the City's obligations hereunder. In the event of termination.

SECTION XV
LAW AND VENUE

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

SECTION XVI
APPROPRIATION APPROVAL

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

SECTION XVII
TRUTH-IN-NEGOTIATIONS

In accordance with the provisions of Section 287.055, Florida Statutes, the Engineer agrees to execute a truth-in-negotiations certificate and agrees that the original Contract price and any additions may be adjusted to exclude any significant sums by which the Contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs.

SECTION XVIII
CONFLICT OF INTEREST

The City hereby acknowledges that the Engineer may be performing professional services for private developers within the Treasure Coast area. Should a conflict of interest arise between providing services to the City and/or other Cities, the Engineer shall terminate its relationship with the other City to resolve the conflict of interest. The City Manager shall determine whether a conflict of interest exists. At the time of each Project Proposal the Engineer shall disclose all of its Treasure Coast Cities and related Scope of Work.

SECTION XIX
PROHIBITION AGAINST CONTINGENT FEES

The Engineer warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer to solicit or secure this Contract and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

SECTION XX
ENTIRE AGREEMENT

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

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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.....)

State of: _____

County of: _____

Before me personally appeared: _____)
(Please print)

Please check one:

Personally known _____

Produced Identification: _____
(Type of identification)

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

WITNESS my hand and official seal, this _____ day of _____, 2016.

_____
Notary Signature

Notary Public-State of _____ at Large.

My Commission Expires _____.

(*Seal*)

TRUTH-IN-NEGOTIATION CERTIFICATE AND AFFIDAVIT

E-RFP #20160056
Riverwalk and Westmoreland Park Design Plan

STATE OF FLORIDA §
COUNTY OF ST. LUCIE §

Before me, the undersigned authority, personally appeared affiant _____ who being first duly sworn, deposes and says:

1. That the undersigned firm is furnishing this Truth in Negotiation Certificate pursuant to Section 287.055(5)(a) of the Florida Statutes for the undersigned firm to receive an agreement for professional services with the City of Port St. Lucie, St. Lucie County, Florida.

2. That the undersigned firm is a corporation which engages in furnishing professional engineering services and is entering into an agreement with the City of Port St. Lucie, St. Lucie County, Florida to provide professional services for a project known as **#20160056, Riverwalk and Westmoreland Park Design Plan.**

3. That the undersigned firm has furnished the City of Port St. Lucie, St. Lucie County, Florida a detailed analysis of the cost of the professional services required for the project.

4. That the wage rate information and other factual unit cost, which the undersigned firm furnished, were accurate, complete and current at the time the undersigned firm and the City of Port St. Lucie entered into the agreement for professional services on the project.

5. That the agreement which the undersigned firm and the City of Port St. Lucie entered into on this job contained a provision that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the City of Port St. Lucie determines the agreement price was increased due to inaccurate, incomplete or non-current wage rates or other factual unit cost and that all such agreement adjustments shall be made within one (1) year following the end of the agreement.

FURTHER AFFIANT SAYETH NAUGHT

_____
Name of Firm

_____
By: President

The foregoing instrument was acknowledged before me by _____

who has produced _____as identification or is personally known to me.

WITNESS my hand and official seal in the State of County last aforesaid this _____ day of _____, 20__.

(SEAL)

_____
Signature

_____
Notary Name (typed or printed)

_____
Title or Rank

QUESTIONNAIRE

E-RFP #20160056
Riverwalk and Westmoreland Park Design Plan

It is understood and agreed that the following information is to be used by the City of Port St. Lucie to determine the qualifications of the personnel and firm as presented in this document. The Proposer waives any claim against the City that might arise with respect to any decision concerning the qualifications of the Proposer or the personnel of the Proposer.

The undersigned attests to the truth and accuracy of all statements made on this questionnaire. Also, the undersigned hereby authorizes any public official, Engineer, Surety, bank material or equipment manufacturer or distributor, or any person, firm or corporation to furnish the City of Port St. Lucie any pertinent information requested by the City deemed necessary to vary the information on this questionnaire.

Dated this _____ day of _____, 2016

_____
Name of Organization / Proposer

(This is a word document please add space as needed.)

1. Where is your assigned staff's office located for this project, including address, telephone, fax number, e-mail address and contact person?
   (This is a word document add lines as needed)

2. Is your firm a Certified Minority Business (yes or no)? _____

3. Number of staff that live in the Treasure Coast Area?

4. How many years has your firm been in business?

5. List all proposed personnel, (to include subcontractors) assigned to this project, including title, certifications, and years of experience applicable to this project scope. Please provide personnel names who will act as a back-up in the event the assigned personnel can't be reached.

Staff/Company Name	Title	Years Experience	Licenses	Certifications	Other

(This is a word document add lines as needed)

6. List improvement projects, or similar type projects, awarded by other government agencies, to your firm in the past 5 years that were similar to size, and scope of this project. (Do not include the City of Port St. Lucie)

Project	Date of Award	Responsibility	Is Work Completed?	Amount of Contract
			Total Amount	

7. Has your firm failed to complete any contract work awarded? Defaulted on a contract or had a contract canceled or terminated? If so, When and Why?
(This is a word document add lines as needed)

Please submit Form 330 in a separate file, preferably .pdf

ADDENDUM ACKNOWLEDGMENT - Proposer acknowledges that the following addenda have been received and are included in his/her proposal:

Addendum Number	Date Issued

CERTIFICATION:

This E-RFP is submitted by: Name (print) _____ who is an officer of the above firm duly authorized to sign proposals and enter into Contracts. I certify that this E-RFP is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to comply with all requirements stated in the specifications for this E-RFP, and to accept the City's Contract in its entirety

I agree to abide by all conditions of this E-RFP.:

_____ _____
Signature Title

(Balance of Page Intentionally Left Blank)

DRUG-FREE WORKPLACE FORM

E-RFP #20160056

Riverwalk and Westmoreland Park Design plan

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

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

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

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

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

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

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

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

_____
Bidder's Signature

_____
Date

CHECKLIST

E-RFP #20160056
Riverwalk and Westmoreland Park Design Plan

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.

_____ Documents uploaded in two (2) .pdf files and in this order: File # 1- Questionnaire for E-RFP #20160056, Certified Minority Business Certificate (if applicable), W9, current Certificate of Insurance, all applicable current licenses (state and professional), Drug Free Workplace form and Checklist onto Demandstar by the due date and time.

_____ All questions on the questionnaire are complete and thoroughly answered

_____Certified Minority Business Certificate if Applicable

_____ Each Bid Addendum (when issued) is acknowledged

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

_____W9 Form

_____Current Certificate of Insurance

_____All applicable current Licenses (state and professional)

_____Drug Free Workplace Form

_____Checklist

_____ File # 2- Form 330

BID ADDENDUM # 1
BID # 20160056
Addendum Date: April 13, 2016

Bid Name: Riverwalk Design Plan

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

Advertisement with Onvia DemandStar	Monday, March 21, 2016
Proposal Due	Tuesday, April 26 @ 2:00:00 p.m. EST
Evaluation Committee*	May 5, 2016 @ 3:00 p.m.
Q & A**	May 11, 2016 @ 1:00 p.m. – 5:00 p.m.
Tentative City Council Short List Approval	May 23, 2016
Tentative Negotiations	June 1, 2016 @ 3:00 p.m.
Tentative City Council Contract Approval	June 13, 2016

NOTE: The bid opening date remains the same.

Instructions to Bidder:

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

ATTENDANCE
RFP# 20160056 Riverwalk Master Plan

April 26 , 2016 @ 2 p.m.

	Agency	Print Name	E-Mail
1	PSL	Cheryl Shrader	cheryl@cityofpsl.com
2	PSL	Robyn Holder	RHolder@cityofpsl.com
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			

Evaluation ATTENDANCE
RFP# 20160056 Riverwalk Master Plan

May 5, 2016 @ 3 p.m.

	Agency	Print Name	E-Mail
1	C+T	STEFAN MATTES	SMATTES@CT-ENG.COM
2	LUCIDO & ASSOC	STEVE GARRETT	sgarrette lucidodesign.com
3	PSL PW	Heath Stocton	HStocton@cityofpsl.com
4	PSL Parks & Rec.	BRAD KEEN	BKEEN@cityofpsl.com
5	CAPTEC Engineering	Cherie Mc Carthy	cmccarthy@gocaptec.com
6	PSL	Cheryl Shandebeger	Cheryls@cityofpsl.com ~~cherylsc@cityofpsl.com~~
7	PSL	BRIDGET KEEN	bkeen@cityofpsl.com
8			
9			
10			
11			
12			
13			

Q & A ATTENDANCE
RFP# 20160056 Riverwalk Master Plan

May 11, 2016 @ 1-5 p.m.

	Agency	Print Name	E-Mail
	City of PSL	Gina Jolly	gjolly@cityofpsl.com
1	CAPTEC Joe Capra	Joe Capra	JCapra@gocaptec.com
2	EW Consultants, Inc. Arnaud Rax	Arnaud Rax	ARax@EWconsultants.com
3	Betsy Linosay Inc	Betsy Linosay	BLinosay@BetsyLinosay.c
4	CAPTEC ENGINEERING, INC	Harold L Tourjee, Jr	Htourjee@gocaptec.com
5	Andersen Andre Consulting Engineers	Peter Andersen	PAndersen@AACEinc.com
6	Cotleur & Hearing	Daniel Sorrow	dsorrow@cotleur-hearing.com
7	CAPTEC	Chris Goetzfried	cgoetzfried@gocaptec.com
8	City of PSL	Beisel Ken	bken@cityofpsl.com
9	City of PSL	Heath Stocton	HStocton@cityofpsl.com
10	City of PSL	Brad Keen	BKeen@cityofpsl.com
11	CPH	John Baer	JBaer@cphcorp.com
12	DMC	S.K. Patel	spatel@dmcer.com
13	GCY, INC	Peter Andersen	PeteA@gcyinc.com
	SAME	William Fox	bfox@smeinc.com
	DMC	Niles Cyzycki	NCyzycki@DMCES.com

Agency	Print Name	E-mail
Dredging & Marine Consultants	Will Cornelius	WCornelius@dmces.com
Ardaman & Assoc.	Dan Zrallack	dzrallack@ardaman.com
HSE	Bob Weigt	bobhseng@gmail.com
EDB ARCHITECTS	PAUL DRITSOBAS	edbveto@bellsouth.net
~~Steven Garrett~~		
LUCIDO & ASSOCIATES	STEVEN GARRETT	sgarrette.lucidodesign.com
CAT	DENNIS MURPHY	DMurphy@CT-ENG.com
City of PSL	Shelby Reisinger	Sreisinger@cityofPSL
~~STC~~ CTT	STEFAN MARTIN	SMARTIN@CT-ENG.COM

User: **Shanaberger, CPPO, Cheryl** Organization: **City of Port St. Lucie, Procurement Management Department** Logout | Help

DEMANDSTAR by ONVIA

My DemandStar Buyers Account Info

Log Bid **[View Bids]** **Log Quote** **View Quotes** **Supplier Search** **Build Broadcast List** **Reports**

Tabulation Sheet

Agency Name	City of Port St. Lucie, Procurement Management Department
Bid Number	RFP-20160056-0-2016/CS
Bid Name	Riverwalk and Westmoreland Park Design Plan
Bid Due Date	4/26/2016 2:00:00 PM Eastern time
Bid Opening	**Closed**

8 total responses found. ✓ online, offline, • not submitting, not received

	Company △	Responded	Address	Bid Amt	Alt Bid Amt	Documents	Sent	Notes	Actions
Complete									
1	CAPTEC Engineering, Inc.	4/26/2016 12:17:44 PM	301 N.W. Flagler Avenue Stuart, FL 34994	$0.00		Checklist Questionnaire Drug Free Workplace Form Current Certificate of Insurance Form 330 W-9 form	✓ ✓ ✓ ✓ ✓ ✓		Details, Documents, History
2	Culpepper & Terpening Inc	4/26/2016 1:26:19 PM	2980 South 25th Street Ft. Pierce, FL 34981	$0.00		Checklist Questionnaire Drug Free Workplace Form Current Certificate of Insurance Form 330 W-9 form	✓ ✓ ✓ ✓ ✓ ✓		Details, Documents, History
3	Dredging & Marine Consultants	4/26/2016 1:33:23 PM	4643 S Clyde Morris Boulevard Unit 302 Port Orange, FL 32129	$0.00	$0.00	Checklist Questionnaire Drug Free Workplace Form Current Certificate of Insurance Form 330 W-9 form	✓ ✓ ✓ ✓ ✓ ✓		Details, Documents, History
4	Giangrande Engineering & Planning	4/26/2016 12:22:14 PM	73 SW Flagler Avenue Stuart , FL 34994	$0.00		Checklist Questionnaire Drug Free Workplace Form Current Certificate of Insurance Form 330 W-9 form	✓ ✓ ✓ ✓ ✓ ✓		Details, Documents, History
5	Knight, McGuire & Associates, Inc.	4/26/2016 11:11:42 AM	80 Royal Palm Pointe Suite 401 Vero Beach, FL 32960	$0.00		Checklist Questionnaire Drug Free Workplace Form Current Certificate of Insurance Form 330 W-9 form	✓ ✓ ✓ ✓ ✓ ✓		Details, Documents, History
6	MBV Engineering Inc.	4/26/2016 1:32:44 PM	806 Delaware Avenue Fort Pierce, FL 34950	$0.00		Checklist Questionnaire Drug Free Workplace Form Current Certificate of Insurance Form 330 W-9 form	✓ ✓ ✓ ✓ ✓ ✓		Details, Documents, History
7	Miller Legg			$0.00					

		4/26/2016 12:41:49 PM	5747 N Andrews Way Fort Lauderdale, FL 33309			Checklist Questionnaire Drug Free Workplace Form Current Certificate of Insurance Form 330 W-9 form	✓ ✓ ✓ ✓ ✓ ✓		Details, Documents, History
8.	Raul Ocampo & Associates, LLC	4/26/2016 12:06:56 PM	4046 Sw 42nd Avenue Palm City, FL 34990	$0.00		Checklist Questionnaire Drug Free Workplace Form Current Certificate of Insurance Form 330 W-9 form	✓ ✓ ✓ ✓ ✓ ✓		Details, Documents, History

<< Return

Manage Bid Tabulation

Planholder Responses

When adding a manual response, you can select a vendor off the Planholders List or add a new vendor.

(Select a Planholder) Add a Planholder Edit Planholders...

Publish Tabulation Sheet

Once you have reviewed the tabulation sheet details, you may create a downloadable PDF version.

☐ Include Non-Compliant Supplier details

Publish as PDF Bid Documents...

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User: **Shanaberger, CPPO, Cheryl** Organization: **City of Port St. Lucie, Procurement Management Department** Logout | Help

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Log Bid **[View Bids]** **Log Quote** **View Quotes** **Supplier Search** **Build Broadcast List** **Reports**

Bid Details

Bid Information

EDIT

Agency	City of Port St. Lucie, Procurement Management Department
Bid Type	Request for Proposal
Bid Number	RFP-20160056-0-2016/CS
Fiscal Year	2016
Bid Writer	Cheryl Shanaberger, CPPO
Bid Name	Riverwalk and Westmoreland Park Design Plan
Bid Status	Under Evaluation
Bid Status Text	None
Award To	
Due Date/Time	4/26/2016 2:00 PM Eastern
Broadcast Date	3/21/2016
Bid Bond	
Project Estimated Budget	$300,000.00
Plan (blueprint) Distribution Options	None
Distribution Method	Download and Mail
Distributed By	Onvia DemandStar
Distribution Notes	None
Scope of Work	The City of Port St. Lucie (City) requires Professional Design, Engineering, Permitting, and Surveying Services for the expansion of a Riverwalk boardwalk along the North Fork of the St. Lucie River and development of two city owned parcels adjacent to the river. The existing Riverwalk boardwalk is located at Veteran's Park at Rivergate off of Veterans Memorial Parkway and extends approximately 2,500 linear feet along the river. The City would like to extend the existing boardwalk south to connect the boardwalk to ± 43 acres of City owned land on Westmoreland Boulevard. The 43 acres on Westmoreland Blvd. is divided into three tracts as follows: a 20 acre botanical gardens to the north, a ten (10) acre vacant tract in the center, and a thirteen (13) acre conservation tract to the south. This proposal is for the development of the ten (10) acre middle parcel and thirteen (13) acre conservation tract. A conceptual plan for the ten (10) acre middle parcel was prepared by the American Institute of Architects Treasure Coast Chapter and approved by the City Council. It depicts a recreation component, a historic component, waterfront dining, floating dock, and public restroom facilities as parts of a phased development. The thirteen (13) acre conservation tract is subject to the Westmoreland River Park Management Plan. The management plan allows for a wetland crossing to access the property, a nature trail, river overlook, and interpretive signage. The requested services should result in design and engineering plans for the extension of the boardwalk and site and construction plans for the ten acre middle tract and the thirteen acre conservation tract. The Scope of Services will be itemized into three (3) phases. • Phase 1: Boardwalk Extension • Phase 2: Westmoreland Tract Development • Phase 3: Conservation Tract
E-Bidding	Yes

E-Bidding

EDIT

View Supplier Info on Tabulation Sheet prior to bid opening	Yes

Required Documents

1. Checklist
2. Questionnaire
3. Drug Free Workplace Form
4. Current Certificate of Insurance
5. Form 330
6. W-9 form

Legal Ad

VIEW

Please select either the View or Edit button to manage legal ad.

Pre-Bid Conference

None

Publications

No Publications Data Found

Documents

EDIT

Bid Package There are 11 Documents Associated with this Bid

Commodity Codes

SRV-918-42 - Engineering Consulting
SRV-925-00 - ENGINEERING SERVICES, PROFESSIONAL
SRV-925-17 - Civil Engineering
SRV-925-28 - Drainage Engineering
SRV-925-33 - Engineer Services, Professional

Statistics

Planholders	There are 55 planholders for this bid
Broadcast List	1300 suppliers have been notified
Supplemental Suppliers	0 Supplemental Suppliers
Filtered	No
Post-Bid Viewers	0 viewer(s)

<< Return

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GUIDELINES FOR USING RFP EVALUATION FORM #20160056

The principle of fair and open competition in public procurement prohibits the use of any evaluation criteria other than those listed in the solicitation. These criteria must be applied to the responses without change, deletion, or expansion. A protest from a respondent whose proposal was rejected by an evaluation committee using criteria not identified in the published solicitation has a good chance of successfully protesting the award.

Weighting Scores:

Criteria that have more importance (weight) than others are assigned a multiplier or weight factor. Weights are fixed values that indicate the *relative importance* of the criterion, not the quality of the response. The weight factor 2 might represent *important; 4, moderately important;* and 5, *very important.* The established weights must be applied to the responses without change, deletion, or expansion.

Assigning points:

Points are awarded according to the quality of the response with respect to each criterion. On a 0 to 5 point scale, for example, 0 would represent an unacceptable response; 1, a poor response; 2, satisfactory; 3, good; 4, very good; and 5, excellent. (The 0 to 5 point scale is the easiest to apply).

Completing the form:

The form has four columns (lettered A through D). When the evaluator receives the form, Columns A and B is completely filled out: Column A identifies the criterion being scored; Column B shows the weight (1, 3, or 5, for example) assigned to each criterion. Columns C and D are filled out and contain the maximum number of points that can be assigned (on the 0 to 5 point scale shown previously, the maximum is 5).

In the first step in the independent review each committee member chooses the best response to each criterion from the responses received. That response is awarded the maximum point value, and the other responses are assigned fewer points according to how they compare with the best response. (In other words, the best response is determined in relation to the other responses rather than in relation to an ideal.) This process does not eliminate the possibility of multiple firms receiving the same score on one or more of the individual criteria. However, it is incumbent of the committee member to assess each response to identify, even if it is just one item, which differentiates one submittal as the very best in relation to the others. It is important to note that this in an **independent** review and there is to be no discussion or meeting at this time concerning the selection. You may make notes or mark down questions that may be addressed only during the committee meeting.

In order to work with responses that fail to address certain criteria or that take exception to them, the person may evaluate below the assigned point range and award zero or negative scores. For example, if a respondent states explicitly that a particular requirement will not be met, a negative score equal to the highest possible number of points (say, -5) is circled. If a respondent simply fails to address a requirement, a point value of zero is selected. The use of negative or zero scores should be discussed at the committee meeting. Below are some helpful tips:

- If the requirement (objective) is particularly difficult to meet and the proposal offers an approach which, with little or no risk, will yield a result which exceeds requirements qualitatively, the item should score 5 points, dependent upon the level of exceptional features offered.

- If the requirement is relatively difficult to meet, the majority of the factors are acceptable, no major deficiencies or risks exist therein, and the collective approach yields a qualitative benefit beyond that which is minimal, a score of 4 points should be assigned, dependent upon the benefits to be attained.

- If the majority of the factors meet standards, the requirement is not overly difficult to meet, and the factors which are deficient are of a very minor nature or are susceptible to easy correction, the item should be scored 3.

- If the majority of important factors are acceptable, but one or more factors is deficient and some minor risk is involved in the correction thereof, the score for the item should be 2.

- If a majority of the factors for the item are deficient and their correction, either collectively or individually, poses a serious problem in correction or has a "domino" effect on other design features, or the approach poses a high risk without means for correction, if the approach fails, or the approach is undesirable, a score of 1 should be assigned, with the lower score indicating a serious or severe condition.

As part of the independent review, committee members make brief comments under each criterion explaining the reasoning behind their scores. These notes may be used for reference during the full panel discussions if another committee member questions the points assigned.

Each committee member returns the evaluation form to the Contract Specialist on the date specified by following the routing instructions. The points in column C will be tallied by the Contract Specialist and the scores and rankings will be distributed to each committee member at the start of the public evaluation committee meeting.

When the full committee meets to review the proposals, some evaluators may wish to change their points due to information revealed at the panel meeting. For example, if a respondent included information in an attachment instead of in the main section of the proposal, committee members who overlooked the attachment and awarded lower points because of missing information would need to adjust their points in column D after evaluating the information.

Evaluators during the public committee meeting may adjust point values in Column D (Review with Panel). If no adjustment then Column C will be used for the total score.

The points entered in Column C must be independently arrived at and not represent a consensus of the panel. The only exception occurs when points are assigned as a result of a professional review (for example, the Finance or Procurement Management Department reports on the financial stability of each respondent and assigns a score to be entered on all panel members' forms)

Applying the criteria

A & B scored by PMD

C. Assigned Staff Experience, (Question #5). Do the qualifications of the principals, project manager, and project staff indicate that the firm can complete the tasks in a professional and satisfactory manner? Are the staff members profiled in the proposal those who will actually undertake the project? If not, their qualifications, no matter how impressive must be disregarded. Is the experience recent enough to incorporate current changes in service technology? A company's reputation often rests on the accomplishments of one or more of its principals. The involvement of a firm's principals in smaller contracts is generally limited to approving the proposal, possibly reviewing progress reports, and signing the final report. Does the proposal indicate that the principals of the firm intend to be heavily involved in the performance of the contract or involved only in an administrative or oversight capacity? How much of management's personal time is committed to delivering the service? Pay special attention to the qualifications of staff, particularly the project manager. If the response indicates a low level of involvement by principals, Staff qualifications are much more important to the success of the contract than the qualifications of a principal who has little involvement in day-to-day contract activities.

B. Company Experience, (Question #4, 6 & 7) This criterion examines corporate rather than individual experience. If the firm limits its work to specialized areas, does the principal area of specialization match the scope of work of the RFP, or is the work to be subcontracted? Do the references indicate that the firm can handle the size and scope of the project? Is the firm's submittal organized and easy to follow?

Scoring procedure for Presentations or Questions and Answers Sessions

At this phase of the process all firms that have been selected by the committee are deemed qualified and will now be selected only by the new criteria established by the committee.

If the committee determines to conduct presentations or a question and answer session then the following will apply:

The committee will determine which firms are selected for the session.

The committee will select the list of questions and the total points for each. These will be used as the criteria to score the firms.

The committee will also determine the format and length of the sessions.

The order of the presentations will be determined by a drawing of the firm's names.
The sessions will not be public; however minutes will be taken and will be public information after a recommendation has been submitted for award of the project.

PMD will tally the scores of the individual committee members.

A public meeting will convene to announce the results.

A tie score of only two firms will be determined by a coin toss which will take place during the above mentioned public meeting.

If two or more firms are tied, then the committee members will be requested to discuss, review and re- score.

PMD will compute the scores of the individual committee members when a tie breaker is needed.

The firm with the highest score will be recommended for award to the City Council.

City of Port St. Lucie, Florida

PARTICIPATION AGREEMENT
RFP #20160056– Riverwalk Master Plan
Evaluation Committee Members / Participants

I, Heath Stacton, an individual official, employee, consultant, or subcontractor of or to the CITY OF PORT ST. LUCIE, FLORIDA hereby consent to the terms in this Agreement in consideration of my serving as an evaluation committee member (scoring or non-scoring) and being provided certain information related to **RFP #20160056 Riverwalk Master Plan** during the evaluation process and before contract award.

Initials HS	**Applicability of the Florida Sunshine Law**

I acknowledge I have been informed and am aware the State of Florida Sunshine Law applies to meetings of the evaluation committee where decisions for recommendations to the City Council apply. I further recognize that discussions between committee members outside of public Evaluation Committee meetings is prohibited and in violation of the State of Florida Sunshine Law. All questions by evaluation committee members shall be directed to the Contract Administrator (PMD).

Initials HS	**Restricted Communications / Cone of Silence**

I acknowledge that to insure the proper and fair evaluation of a submittal, the City of Port St. Lucie prohibits any communication between any City employee, representative or official other than the Contract Administrator (PMD) prior to the time of award by City Council has been made. Communication between Respondent and the City will be initiated and coordinated by the Contract Administrator (PMD) in order to obtain information or clarification needed to develop a proper and accurate evaluation of the proposal.

Communication related to this RFP is further restricted with any entity outside the City of Port St. Lucie. Including, but not limited to, sub-contractors of prime respondents, companies in the industry, other agencies or utility entities, etc . . .

Initials HS	**Release or Distribution of Information and/or Material**

Evaluation committee members have been provided vendor responses either in hard copy or electronic format. This information, hard copy or electronic, is NOT to be reproduced or distributed under any circumstance. Some information within the proposals may be proprietary and/or confidential. Release of any information will be coordinated by PMD only.

Initials HS	**Non-Collusion**

I acknowledge the following with regards to non-collusion in the evaluation process and my scoring:

1. The scores assigned in my evaluation have been arrived at independently and without consultation, communication or agreement with any other Evaluator other than those discussions taking place in a meeting of the Evaluation Committee meeting arranged by PMD.

2. That my scoring of each proposal has not been disclosed to any other Evaluator or person, and they will not be disclosed to other Evaluator except by the PMD during a meeting of the Evaluation Committee.

3. No attempt has been made or will be made to coerce or affect the scoring of any Evaluator.

Initials HS	**Conflict of Interest**

I certify that I have no present conflict of interest on the above referenced project, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation of any consultant/contractor/vendor for selection on any contract if I have a conflict of interest or a potential conflict of interest. As set forth in Sections 112.313 Florida Statutes, employees may not have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or accept any obligation of any kind which is in conflict with the proper conduct of their duties in the public interest.

I recognize that employees are expected to honor the ethical obligations inherent in public service. These obligations go beyond mere legal obligations and demand from the employee a greater sensitivity to his or her conduct, as well as the public's perception of such conduct.

Employees are expected to safeguard their ability to make objective, fair, and impartial decisions, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Employees should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I realize that violation of the above mentioned statute would be punishable in accordance with Section 112.317 Florida Statutes, and could result in disciplinary action by the City.

Signature: HH Stl

Printed: Heath Stocton

Date: 5/5/5

City of Port St. Lucie, Florida

PARTICIPATION AGREEMENT
RFP #20160056– Riverwalk Master Plan
Evaluation Committee Members / Participants

I, BRADLEY R. KEEN, an individual official, employee, consultant, or subcontractor of or to the CITY OF PORT ST. LUCIE, FLORIDA hereby consent to the terms in this Agreement in consideration of my serving as an evaluation committee member (scoring or non-scoring) and being provided certain information related to **RFP #20160056 Riverwalk Master Plan** during the evaluation process and before contract award.

Initials BRK	**Applicability of the Florida Sunshine Law**

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Signature: Bradley R Keen

Printed: BRADLEY R. KEEN

Date: May 4, 2016

* FULL DISCLOSURE
MY WIFE AND I PURCHASED REAL ESTATE FROM J.P. TERPENING IN 1993. THIS ACTION 20 plus YEARS AGO HAS NO BEARING OR INFLUENCE ON MY EVALUATION SCORES.
BRK

RECEIVED
MAY 02 2016
Procurement Management Department

City of Port St. Lucie, Florida

PARTICIPATION AGREEMENT
RFP #20160056– Riverwalk Master Plan
Evaluation Committee Members / Participants

I, Bridget Kean, an individual official, employee, consultant, or subcontractor of or to the CITY OF PORT ST. LUCIE, FLORIDA hereby consent to the terms in this Agreement in consideration of my serving as an evaluation committee member (scoring or non-scoring) and being provided certain information related to **RFP #20160056 Riverwalk Master Plan** during the evaluation process and before contract award.

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RECEIVED
MAY 02 2016
Procurement Management Department

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Signature: Bridget Kean

Printed: Bridget Kean

Date: 5/2/2016

20160056 Riverwal Master Plan
COMMITTEE SCORES Q and A

Bradley R Key

Points are 0-5 for each question				
CAPTEC Engineering Inc.	BK	Brad	HS	Total
1. Are there alternative decking materials for the boardwalk available that provide benefits that the environmental agencies may favor?		4		
2. What would your firm suggest in the design that would reduce maintenance, vandalism and property damage throughout the entire project?		5		
3. What features would your firm propose for each component of the project that will help to make the area an attractive riverfront designation?		4		
Total	0	0	0	0
Ranking				

#1.
- STATEMENT: "WE UNDERSTAND THE VISION OF A RIVERFRONT DESTINATION"
- WORKED WITH DIFFERENT TYPES OF MATERIALS (COMPOSITE, IPEA, ETC.)
- "WE WILL GO AFTER GRANTS, THATS WHAT WE DO".

#2.
- DESIGN A DIFFERENT RAILING SYSTEM
- POSSIBLE "RAIL-LESS" BOARDWALK
- LIGHTING MUST BE A CRITICAL CONSIDERATION. SOLAR VERY EXPENSIVE.

#3.
- "MAKE THE DESIGN A LINEAR PARK (BOTANICAL GARDENS, WESTMORELAND, CONVS. TRACT)
- MENTIONED "FIRST SETTERS CAME BY RIVER" - HISTORIC VILLAGE
- "SITE DOESN'T NEED TO BE OVER PROGRAMMED"
- CREATE VISTAS THROUGH THE MANGROVES

CLOSING STATEMENT: "GRANTS WILL BE IMPORTANT"

Dredging & Marine Consultants	BK	Brad	HS	Total
1. Are there alternative decking materials for the boardwalk available that provide benefits that the environmental agencies may favor?		3		
2. What would your firm suggest in the design that would reduce maintenance, vandalism and property damage throughout the entire project?		3		
3. What features would your firm propose for each component of the project that will help to make the area an attractive riverfront designation?		3		
Total	0	0	0	0
Ranking				

#1.
- REFERENCED "TREK" SYSTEM.
- OTHER PRODUCTS AVAILABLE, CHOICE BASED ON COST
- TIMBER PILES MUST BE WRAPPED. TIMBER PILES MORE COST EFFECTIVE
- MENTIONED EXISTING PIPES AND INFRASTRUCTURE

#2
- SEAWALL NEEDS CAP CONSISTING OF DIFFERENT MATERIAL THAN CONCRETE.
- VANDALISM REDUCED BY HAVING MORE ACTIVITY
- "HEALTH LIFE STYLE"

#3.
- HAVE SIGNAGE THAT CLEARLY STATE WHERE YOU ARE
- INCREASE VISIBILITY
- MORE ACTIVITIES NEAR WATER. PROVIDE SHADE STRUCTURES provided resources ARE NOT IMPACTED.
- DESIGN FEATURES THAT WILL ATTRACT SCHOOL GROUPS.
- MENTIONED HISTORICAL ELEMENTS OF THE RIVER (RAILWAY NORTH OF PSL BLVD.)
- MENTIONED 2 PROJECTS INVOLVING DOT: MOVED PROJECT ELEMENTS AWAY FROM BRIDGE PILINGS.

Culpepper & Terpening Inc.	BK	Brad	HS	Total
1. Are there alternative decking materials for the boardwalk available that provide benefits that the environmental agencies may favor?		5		
2. What would your firm suggest in the design that would reduce maintenance, vandalism and property damage throughout the entire project?		4		
3. What features would your firm propose for each component of the project that will help to make the area an attractive riverfront designation?		5		
Total	0	0	0	0
Ranking				

#1.
- PT LUMBER, FIBER REINFORCED CONCRETE, composit DECKING ENVIRONMENTAL AGENCIES LIKE THE FIBER MESH DECKING.
- BOARDWALK 2,600' ft. to south end of CONSERVATION TRACT

#2
- Composit MATERIAL MUCH MORE FRIENDLY THAN WOOD
- CONTINUE SOLAR LIGHTING. Lighting CRITICAL for SECURITY.
- CONNECT THE BOTANICAL GARDENS with the BOARDWALK AS WELL AS the south parcels. HAVE ACTIVITY on the property, which will REDUCE VANDALISM.
- HAVE CLEAR VISTAS, USE GRASS PARKING AREAS
- Use technology ie. CAMERAS. Well placed ACCESS (MAIN CONNECTION POINT)
- USE "SEPTED" DESIGN.

#3.
- DEVELOP STRONG PUBLIC/PRIVATE PARTNERSHIP
- FIND WAYS TO BRING MONEY TO THE TABLE
- PROVIDE A MULTI USE FACILITY. PROVIDE OTHER OPPORTUNITIES (BENCHES, FISHING, ETC.)

Scores			
CAPTEC Engineering Inc.		0	
Dredging & Marine Consultants		0	
Culpepper & Terpening Inc.		0	

- PUBLIC EDUCATION THROUGH DESIGN AND PROGRAMMING (SIGNAGE)
- CIT VISION: DRIVE TO PARK AND THEN HAVE MULTIPLE ACTIVITIES AND EXPERIENCES for people to enjoy.
- DESIGN PROJECT TO BE ACCESSIBLE BY WATER, PEDESTRIAN and VEHICLES.
- DOT PERMIT WILL BE A CHALLENGE BUT NOT IMPOSSIBLE.

20160056 Riverwal Master Plan
COMMITTEE SCORES Q and A

Heath SL

Points are 0-5 for each question				
CAPTEC Engineering Inc.	BK	Brad	HS	Total
1. Are there alternative decking materials for the boardwalk available that provide benefits that the environmental agencies may favor?			4	
2. What would your firm suggest in the design that would reduce maintenance, vandalism and property damage throughout the entire project?			4	
3. What features would your firm propose for each component of the project that will help to make the area an attractive riverfront designation?			4	
Total	0	0	0	0
Ranking				

1 Many options available / the one on existing boardwalk is good
Light can pass through plastic boardwalk decking / Composite
Vegetation and sea grasses could live under the translucent material

2 Railings on existing boardwalk have issues. Different design for railing/piles should be used. Potentially no handrail design. Lighting can help w/ vandalism. Stated previous pavement is low maintenance → did not address need to vacuum and clean pervious system.

3 Key is opposite by the access to water. Also connectivity of various components is essential. Integration of all components to create all day activities on waterfront

Dredging & Marine Consultants	BK	Brad	HS	Total
1. Are there alternative decking materials for the boardwalk available that provide benefits that the environmental agencies may favor?			5	
2. What would your firm suggest in the design that would reduce maintenance, vandalism and property damage throughout the entire project?			3	
3. What features would your firm propose for each component of the project that will help to make the area an attractive riverfront designation?			3	
Total	0	0	0	0
Ranking				

CAPTEC cont.

3) Historical component is another key aspect. Battle spreading by is issue

DMC

1 Neo synthetic product (GRS) used on existing boardwalk which aids in shrinking and cracking. Better constructability due to beveling of screws. Trex doesn't split and crack. Products available that allow light to pass through to aide seagrass and other aquatic vegetation. Higher boardgirth will allow light but prop no vegetation. Sy. thatch piles available but recommend wrapped wooden piles due to cost. Seagrasses probably not likely due to things listed later

2 Seawall cap material and rebar coating material/ can decrease maintenance in beach/dune areas. Concrete-type floating docks. Increase occupancy to decrease vandalism. Promote diversity → did not directly address property damage and vandalism!

3 Signage and visibility and destination signage. Waterfront open areas along with shade structures. Did not address connectivity of various components of project. Field trips for students could promote destination of site. Educational opportunities in conservation tract

Culpepper & Terpening Inc.	BK	Brad	HS	Total
1. Are there alternative decking materials for the boardwalk available that provide benefits that the environmental agencies may favor?			4	
2. What would your firm suggest in the design that would reduce maintenance, vandalism and property damage throughout the entire project?			5	
3. What features would your firm propose for each component of the project that will help to make the area an attractive riverfront designation?			5	
Total	0	0	0	0
Ranking				

1 Yes, 3 or 4 alternatives → Fiber reinforced mesh, composite, wood. Provided examples of cost. Total cost for boardwalk w/ composite materials = $1.2MM. Commercial property w/ riparian rights is about ½ way down. Env. agencies prefer fiber reinforced mesh where there is seagrass.

2 Composite material is better for graffiti removal. Lighting is necessary for prevention. Wide enough boardwalk for golf cart patrols would help. Connectivity at all three "parcels" will aid in reducing crime through increased non-criminal activity. Visibility throughout parcels help. Grass parking aids in reducing maintenance. Lit paths help deter crime. Canvas "dead" areas with monitoring prevents crime. More connections to boardwalk
CEPTED → crime prevention through design

	Scores		
CAPTEC Engineering Inc.	0		
Dredging & Marine Consultants	0		
Culpepper & Terpening Inc.	0		

DMC Cost

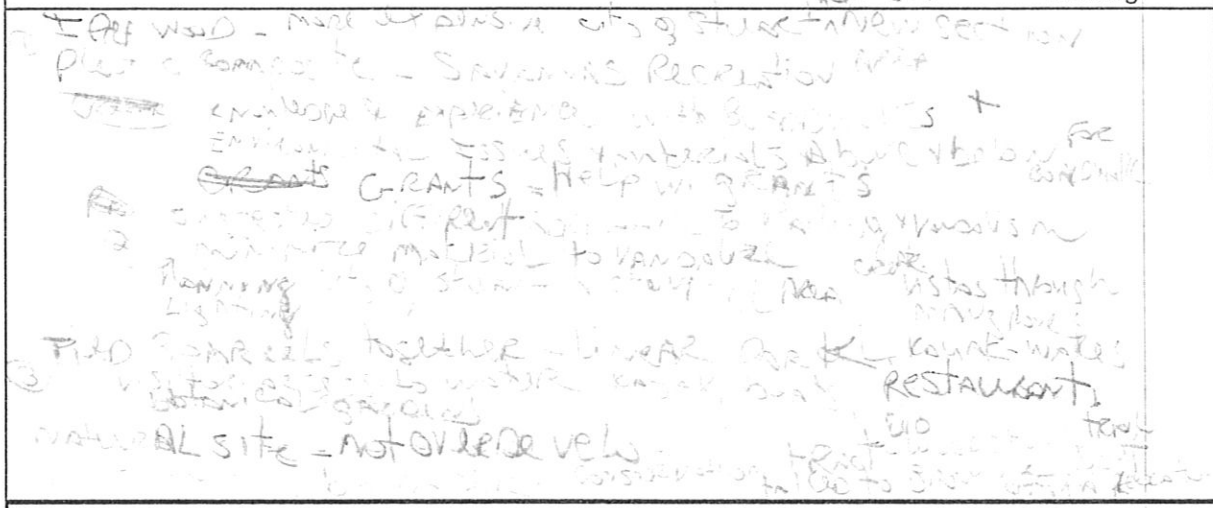
3) Highlight historical aspects of property and river area.
Ending point of baseball will be dependent upon environmental impacts.
Idea is to minimize and avoid env. impacts. Permitting is key and DMC's goal is to minimize permitting cost and effort.

C&T Cost

3) Entice private sector development to provide longevity. Funding to assist city will be necessary.
Create multiuse facility → create activities that provide day-long activities. Fish cleaning stations, mono stations help create activities. Ease of access to waterfront is key. Make sure "neighbors" are happy with plan. Create educational opportunities, which may be necessary to satisfy grants.
Interconnectivity and walkability will be keys to success.
Floating docks will help bring boat traffic
History/Culture/Nature/Business
Connection to commercial (Bridgeport Plaza) will be most likely inevitable, but also may be a benefit to provide more foot-traffic

20160056 Riverwal Master Plan Bridget Kee
COMMITTEE SCORES Q and A

Points are 0-5 for each question				
CAPTEC Engineering Inc.	BK	Brad	HS	Total
1. Are there alternative decking materials for the boardwalk available that provide benefits that the environmental agencies may favor?	5			
2. What would your firm suggest in the design that would reduce maintenance, vandalism and property damage throughout the entire project?	5			
3. What features would your firm propose for each component of the project that will help to make the area an attractive riverfront designation?	5			
Total	0	0	0	0
Ranking				



Dredging & Marine Consultants	BK	Brad	HS	Total
1. Are there alternative decking materials for the boardwalk available that provide benefits that the environmental agencies may favor?	4			
2. What would your firm suggest in the design that would reduce maintenance, vandalism and property damage throughout the entire project?	3			
3. What features would your firm propose for each component of the project that will help to make the area an attractive riverfront designation?	4			
Total	0	0	0	0
Ranking				

Elevate Boardwalk [illegible]

Teak - Synthetic - staining & pressure washing. Doesn't warp as much. materials that [illegible] [illegible] for shading. wrap pilings. raise boardwalk. treated timber piles. [illegible] keep boardwalk [illegible] has seagrass. do not anticipate [illegible]

(2) Sea wall - [illegible] - Fiberglass prolong use. Design art to attract people to [illegible] mix use to get more people to the site

(3) Signage, visibility. open areas in front of water. shade [illegible] riverfront [illegible] students. Use PSL Bridge [illegible] under PSL Bridge - kiosks under bridge. Educational [illegible] kiosks. History - Railroad [illegible] Access to [illegible]

Culpepper & Terpening Inc.	BK	Brad	HS	Total
1. Are there alternative decking materials for the boardwalk available that provide benefits that the environmental agencies may favor?	5			
2. What would your firm suggest in the design that would reduce maintenance, vandalism and property damage throughout the entire project?	5			
3. What features would your firm propose for each component of the project that will help to make the area an attractive riverfront designation?	5			
Total	0	0	0	0
Ranking				

(1) [illegible] - 7 to 10
Fiber [illegible] decking $65 [illegible]
Composite [illegible] 15 to 20 [illegible] $50.55 [illegible]
[illegible] to commercial property. [illegible] 26 [illegible] linear feet

(2) Boardwalk [illegible] to limit vandalism. Lighting [illegible] connectivity & engagement [illegible] physical [illegible] engagement [illegible] do not [illegible] remove [illegible] for safety. cameras - security under & around bridge. well placed access to boardwalk. [illegible] connection points to boardwalk. [illegible] design

(3) Commercial private partnership. [illegible] for the public [illegible] funding. [illegible]

	Scores	
CAPTEC Engineering Inc.		0
Dredging & Marine Consultants		0
Culpepper & Terpening Inc.		0

DMC

conservation tract impact existing vegetation
what can be built & permitted at [illegible] [illegible]
How to make riverfront [illegible] [illegible] [illegible] lifestyle?
[illegible] with growth.

C/T
[illegible] concept. Gateway to Aquatic preservation
work with neighbors' surrounding
Signage, Directional, Nature, public Info. component
[illegible] park with multi-facilities
Floating Docks - ~~[illegible]~~ access by boat/water
Tie Boardwalk to bridge plaza
Allow for open space - open lawn area - [illegible]
[illegible] [illegible] front
[illegible]

RFP # 20160056 Title: Riverwalk Master Plan

Respondent: CAPTEC

A Criterion	B Weight Factor	C Maximum Points Independent Review	D Maximum Points Review with Panel
C.. Assigned Staff Experience *(Question # 5)*	10	0 1 2 3 4 (5)	0 1 2 3 4 5
Comments: PRIME CONSULTANT AVG: 29.6 YRS.			
d. Firm Experience *(Question 4, 6 & 7)*	8	0 1 2 3 4 (5)	0 1 2 3 4 5
Comments: MANY BOARDWALK PROJECTS			

Instructions to Evaluator: Review Instruction sheet. Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgement of the merits of the identified respondent's proposal.

Committee Member: BRAD KEEN (*Please print*) Dept.: PARKS & RECREATION

Signature: Bradley R Keen Date: MAY 4, 2016

RFP # 20160056 Title: Riverwalk Master Plan

Respondent: Culpepper & TERPENING, Inc.

A Criterion	B Weight Factor	C Maximum Points Independent Review	D Maximum Points Review with Panel
C.. Assigned Staff Experience *(Question # 5)*	10	0 1 2 3 4 (5)	0 1 2 3 4 5
Comments: PRIME CONSULTANT AVG: 24.14 yrs.			
d. Firm Experience *(Question 4, 6 & 7)*	8	0 1 2 3 4 (5)	0 1 2 3 4 5
Comments: Primary and subs are experienced.			

Instructions to Evaluator: Review Instruction sheet. Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgement of the merits of the identified respondent's proposal.

Committee Member: BRAD KEEN (*Please print*) Dept.: PARKS & RECREATION

Signature: Bradley R Keen Date: MAY 4, 2016

RFP # 20160056 Title: Riverwalk Master Plan

Respondent: DMC

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
C.. Assigned Staff Experience *(Question # 5)*	10	0 1 2 3 (4) 5	0 1 2 3 4 5
Comments: PRIME CONSULTANT AVG: 20.33 YRS			
d. Firm Experience *(Question 4, 6 & 7)*	8	0 1 2 3 4 (5)	0 1 2 3 4 5
Comments: EXPERIENCED IN MARINE CONST.			

Instructions to Evaluator: Review Instruction sheet. Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgement of the merits of the identified respondent's proposal.

Committee Member: BRADLEY R. KEEN (*Please print*) Dept.: PARKS & RECREATION

Signature: Bradley R Keen Date: MAY 4, 2016

RFP # 20160056 Title: Riverwalk Master Plan
Respondent: GEP (GIANGRANDE)

A Criterion	B Weight Factor	C Maximum Points Independent Review	D Maximum Points Review with Panel
C.. Assigned Staff Experience *(Question # 5)*	10	0 1 2 (3) 4 5	0 1 2 3 4 5
Comments: PRIME CONSULTANT AVG: 13.33 YRS			
d. Firm Experience *(Question 4, 6 & 7)*	8	0 1 2 3 (4) 5	0 1 2 3 4 5
Comments: EXPERIENCED IN PARK/ENV. TRAIL DESIGN			

Instructions to Evaluator: Review Instruction sheet. Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgement of the merits of the identified respondent's proposal.

Committee Member: BRADLEY R. KEEN (*Please print*) Dept.: PARKS & RECREATION

Signature: Bradley R Keen Date: May 4, 2016

RFP # 20160056 Title: Riverwalk Master Plan

Respondent: KNIGHT, McGUIRE & ASSOCIATES, INC.

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
C.. Assigned Staff Experience *(Question # 5)*	10	0 1 2 (3) 4 5	0 1 2 3 4 5
Comments: PRIME CONSULTANT AVG: 18.83 YRS (1 TEAM MEMBER'S EXPERIENCE MISSING)			
d. Firm Experience *(Question 4, 6 & 7)*	8	0 1 2 (3) 4 5	0 1 2 3 4 5
Comments: RELATIVELY FEW SIMILAR GOVERNMENT PROJECTS IN PAST 5 YEARS.			

Instructions to Evaluator: Review Instruction sheet. Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgement of the merits of the identified respondent's proposal.

Committee Member: BRADLEY R. KEEN (*Please print*) Dept.: PARKS & RECREATION

Signature: Bradley R Keen Date: MAY 4, 2016

RFP # 20160056 Title: Riverwalk Master Plan

Respondent: MBV Engineering, Inc.

A Criterion	B Weight Factor	C Maximum Points Independent Review	D Maximum Points Review with Panel
C.. Assigned Staff Experience *(Question # 5)*	10	0 1 2 (3) 4 5	0 1 2 3 4 5
Comments: Prime Consultant Avg: 16.8 yrs			
d. Firm Experience *(Question 4, 6 & 7)*	8	0 1 (2) 3 4 5	0 1 2 3 4 5
Comments: No Boardwalk design work listed			

Instructions to Evaluator: Review Instruction sheet. Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgement of the merits of the identified respondent's proposal.

Committee Member: Bradley R. Keen (*Please print*) Dept.: Parks & Recreation

Signature: Bradley R Keen Date: May 4, 2016

RFP # 20160056 Title: Riverwalk Master Plan

Respondent: MILLER LEGG

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
C.. Assigned Staff Experience *(Question # 5)*	10	0 1 2 (3) 4 5	0 1 2 3 4 5
Comments: PRIME CONSULTANT AVG: 19.6 YRS (LARGE NUMBER OF STAFF LISTED IN PROPOSAL)			
d. Firm Experience *(Question 4, 6 & 7)*	8	0 1 2 3 (4) 5	0 1 2 3 4 5
Comments: EXPERIENCED IN ENVIRONMENTAL THEMED PROJECTS			

Instructions to Evaluator: Review Instruction sheet. Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgement of the merits of the identified respondent's proposal.

Committee Member: BRADLEY R. KEEN (*Please print*) Dept.: PARKS & RECREATION

Signature: Bradley R Keen Date: May 4, 2016

RFP # 20160056 Title: Riverwalk Master Plan

Respondent: RAUL OCAMPO & ASSOCIATES

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
C.. Assigned Staff Experience *(Question # 5)*	10	0 1 2 (3) 4 5	0 1 2 3 4 5
Comments: PRIME CONSULTANT AVG: 32 YRS (BUT PRIME CONSULTANT IS AN ARCHITECTURAL FIRM)			
d. Firm Experience *(Question 4, 6 & 7)*	8	0 1 (2) 3 4 5	0 1 2 3 4 5
Comments: FEW SIMILAR PROJECTS LISTED			

Instructions to Evaluator: Review Instruction sheet. Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgement of the merits of the identified respondent's proposal.

Committee Member: BRADLEY R. KEEN (*Please print*) Dept.: PARKS & RECREATION

Signature: Bradley R Keen Date: MAY 4, 2016

RFP # 20160056 Title: Riverwalk Master Plan

Respondent: Culpepper

A Criterion	B Weight Factor	C Maximum Points Independent Review	D Maximum Points Review with Panel
C.. Assigned Staff Experience ***(Question # 5)***	10	0 1 2 3 (4) 5	0 1 2 3 4 5
Comments: Good design and permitting experience Structural Staff?			
d. Firm Experience ***(Question 4, 6 & 7)***	8	0 1 2 3 (4) 5	0 1 2 3 4 5
Comments: Same comment as C			

Instructions to Evaluator: Review Instruction sheet. Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgement of the merits of the identified respondent's proposal.

Committee Member: Heath Stocton *(Please print)* Dept.: PW

Signature: [signature] Date: 5/5/16

RFP # 20160056 Title: Riverwalk Master Plan

Respondent: Coptec

A Criterion	B Weight Factor	C Maximum Points Independent Review	D Maximum Points Review with Panel
C.. Assigned Staff Experience ***(Question # 5)***	10	0 1 2 (3) 4 5	0 1 2 3 4 5
Comments: Boardwalk and park design experience is limited to few staff. Has planning experience.			
d. Firm Experience ***(Question 4, 6 & 7)***	8	0 1 2 3 (4) 5	0 1 2 3 4 5
Comments: Extensive experience by limited staff.			

Instructions to Evaluator: Review Instruction sheet. Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgement of the merits of the identified respondent's proposal.

Committee Member: Heath Stocton (*Please print*) Dept.: PW

Signature: Heath Stocton Date: 5/5/16

RFP # 20160056 Title: Riverwalk Master Plan

Respondent: DMC

A Criterion	B Weight Factor	C Maximum Points Independent Review	D Maximum Points Review with Panel
C.. Assigned Staff Experience ***(Question # 5)***	10	0 1 (2) 3 4 5	0 1 2 3 4 5
Comments: Good project portfolio but appears limited staff currently proposed worked on "Example projects"			
d. Firm Experience ***(Question 4, 6 & 7)***	8	0 1 2 3 (4) 5	0 1 2 3 4 5
Comments: Good shoreline/boardwalk experience by firm overall. No planning experience or commercial site development.			

Instructions to Evaluator: Review Instruction sheet. Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgement of the merits of the identified respondent's proposal.

Committee Member: Heath Stanton (*Please print*) Dept.: PW

Signature: HS Date: 5/5/16

RFP # 20160056 Title: Riverwalk Master Plan

Respondent: GEP

A Criterion	B Weight Factor	C Maximum Points Independent Review	D Maximum Points Review with Panel
C.. Assigned Staff Experience ***(Question # 5)***	10	0 1 2 3 (4) 5	0 1 2 3 4 5
Comments: Breadth of experience from planning and design to construction. Principal involved heavily in project because small firm.			
d. Firm Experience ***(Question 4, 6 & 7)***	8	0 1 2 (3) 4 5	0 1 2 3 4 5
Comments: Score was reduced to 3 due to several applicable projects having been performed by previous firms.			

Instructions to Evaluator: Review Instruction sheet. Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgement of the merits of the identified respondent's proposal.

Committee Member: Heath Stocton (*Please print*) Dept.: PW

Signature: [signature] Date: 5/6/16

RFP # 20160056 Title: Riverwalk Master Plan

Respondent: Knight

A Criterion	B Weight Factor	C Maximum Points Independent Review	D Maximum Points Review with Panel
C.. Assigned Staff Experience ***(Question # 5)***	10	0 (1) 2 3 4 5	0 1 2 3 4 5
Comments: No indication of what projects their staff had worked on. No resumes or project experience provided			
d. Firm Experience ***(Question 4, 6 & 7)***	8	0 (1) 2 3 4 5	0 1 2 3 4 5
Comments: Poorly organized. Many projects older than 5 years. Little experience in planning/design of boardwalks and park/multi-use paths			

Instructions to Evaluator: Review Instruction sheet. Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgement of the merits of the identified respondent's proposal.

Committee Member: Heath Stocks (*Please print*) Dept.: PW

Signature: [signature] Date: 5/5/16

RFP # 20160056 Title: Riverwalk Master Plan

Respondent: NBV

A Criterion	B Weight Factor	C Maximum Points Independent Review	D Maximum Points Review with Panel
C.. Assigned Staff Experience ***(Question # 5)***	10	0 1 2 (3) 4 5	0 1 2 3 4 5
Comments: Good range of experience by staff on various types of projects. However, somewhat limited in boardwalk/park projects.			
d. Firm Experience ***(Question 4, 6 & 7)***	8	0 1 (2) 3 4 5	0 1 2 3 4 5
Comments: Good experience in general site development, but lacking in planning and design of boardwalks and parks.			

Instructions to Evaluator: Review Instruction sheet. Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgement of the merits of the identified respondent's proposal.

Committee Member: Heath Stocton (*Please print*) Dept.: PW

Signature: [signature] Date: 5/5/16

RFP # 20160056 Title: Riverwalk Master Plan

Respondent: Miller Legg

A Criterion	B Weight Factor	C Maximum Points Independent Review	D Maximum Points Review with Panel
C.. Assigned Staff Experience ***(Question # 5)***	10	0 1 2 3 (4) 5	0 1 2 3 4 5
Comments: Good staff experience on planning and design of environmentally sensitive areas, boardwalks and parks. No structural staff provided			
d. Firm Experience ***(Question 4, 6 & 7)***	8	0 1 2 (3) 4 5	0 1 2 3 4 5
Comments: Good, broad experience, but 4/10 projects were completed >5 years ago, monitoring excluded.			

Instructions to Evaluator: Review Instruction sheet. Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgement of the merits of the identified respondent's proposal.

Committee Member: Heath Stocton (*Please print*) Dept.: PW

Signature: [signature] Date: 5/5/16

RFP # 20160056 Title: Riverwalk Master Plan

Respondent: Ocampo

A Criterion	B Weight Factor	C Maximum Points Independent Review	D Maximum Points Review with Panel
C.. Assigned Staff Experience ***(Question # 5)***	10	0 1 (2) 3 4 5	0 1 2 3 4 5
Comments: Staff listing, including 330's (Resumes) give me little indication of staff roles. Project Director and two senior project directors are being proposed. Little experience shown in boardwalk design and site development.			
d. Firm Experience ***(Question 4, 6 & 7)***	8	0 1 (2) 3 4 5	0 1 2 3 4 5
Comments: Only 3 projects provided. Consultant could have used 330 project examples to provide details of projects listed in #6.			

Instructions to Evaluator: Review Instruction sheet. Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgement of the merits of the identified respondent's proposal.

Committee Member: Heath Slocton (*Please print*) Dept.: PW

Signature: HH SL Date: 5/5/16

RFP # 20160056 Title: Riverwalk Master Plan

Respondent: CAPTEC ENGINEERING

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
C.. Assigned Staff Experience *(Question # 5)*	10	0 1 2 3 4 (5)	0 1 2 3 4 5
Comments:			
d. Firm Experience *(Question 4, 6 & 7)*	8	0 1 2 3 4 (5)	0 1 2 3 4 5
Comments:			

Instructions to Evaluator: Review Instruction sheet. Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgement of the merits of the identified respondent's proposal.

Committee Member: BRIDGET KEAN (*Please print*) Dept.: ~~5/5/2016~~ CRA

Signature: Bridget Kean Date: 5/5/2016

RFP # 20160056 Title: Riverwalk Master Plan

Respondent: Culpepper Terpening

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
C.. Assigned Staff Experience ***(Question # 5)***	10	0 1 2 3 4 (5)	0 1 2 3 4 5
Comments:			
d. Firm Experience ***(Question 4, 6 & 7)***	8	0 1 2 3 (4) 5	0 1 2 3 4 5
Comments:			

Instructions to Evaluator: Review Instruction sheet. Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgement of the merits of the identified respondent's proposal.

Committee Member: Bridget Klein (*Please print*) Dept.: CRA

Signature: Bridget Klein Date: 5/5/16

RFP # 20160056 Title: Riverwalk Master Plan

Respondent: DMC

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
C.. Assigned Staff Experience *(Question # 5)*	10	0 1 2 3 (4) 5	0 1 2 3 4 5
Comments:			
d. Firm Experience *(Question 4, 6 & 7)*	8	0 1 2 (3) 4 5	0 1 2 3 4 5
Comments:			

Instructions to Evaluator: Review Instruction sheet. Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgement of the merits of the identified respondent's proposal.

Committee Member: BRIDGET KEAN (*Please print*) Dept.: CRA

Signature: Bridget Kean Date: 5/5/2016

RFP # 20160056 Title: Riverwalk Master Plan

Respondent: MBV Engineering

A Criterion	B Weight Factor	C Maximum Points Independent Review	D Maximum Points Review with Panel
C.. Assigned Staff Experience ***(Question # 5)***	10	0 1 2 3 (4) 5	0 1 2 3 4 5
Comments:			
d. Firm Experience ***(Question 4, 6 & 7)***	8	0 1 (2) 3 4 5	0 1 2 3 4 5
Comments:			

Instructions to Evaluator: Review Instruction sheet. Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgement of the merits of the identified respondent's proposal.

Committee Member: BRIDGET Kean (*Please print*) Dept.: CRA

Signature: Bridget Kean Date: 5/5/2016

RFP # 20160056 Title: Riverwalk Master Plan

Respondent: Knight McCurdy & Assoc.

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
C.. Assigned Staff Experience *(Question # 5)*	10	0 1 2 (3) 4 5	0 1 2 3 4 5
Comments:			
d. Firm Experience *(Question 4, 6 & 7)*	8	0 1 2 (3) 4 5	0 1 2 3 4 5
Comments:			

Instructions to Evaluator: Review Instruction sheet. Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgement of the merits of the identified respondent's proposal.

Committee Member: Bridget Kean (*Please print*) Dept.: CRA

Signature: Bridget Kea Date: 5/5/2016

RFP # 20160056 Title: Riverwalk Master Plan

Respondent: CEP

A Criterion	B Weight Factor	C Maximum Points Independent Review	D Maximum Points Review with Panel
C.. Assigned Staff Experience ***(Question # 5)***	10	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			
d. Firm Experience ***(Question 4, 6 & 7)***	8	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			

Instructions to Evaluator: Review Instruction sheet. Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgement of the merits of the identified respondent's proposal.

Committee Member: Bridget Kean (*Please print*) Dept.: CRA

Signature: Bridget Kean Date: 5/5/2016

RFP # 20160056 Title: Riverwalk Master Plan

Respondent: Miller Legg

A Criterion	B Weight Factor	C Maximum Points Independent Review	D Maximum Points Review with Panel
C.. Assigned Staff Experience ***(Question # 5)***	10	0 1 2 (3) 4 5	0 1 2 3 4 5
Comments:			
d. Firm Experience ***(Question 4, 6 & 7)***	8	0 1 2 (3) 4 5	0 1 2 3 4 5
Comments:			

Instructions to Evaluator: Review Instruction sheet. Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgement of the merits of the identified respondent's proposal.

Committee Member: BRIDGET KEAN Budgett Kean Dept.: CRA

(*Please print*)

Signature: Budgett Kean Date: 5/5/16

RFP # 20160056 Title: Riverwalk Master Plan

Respondent: O+A

A Criterion	B Weight Factor	C Maximum Points Independent Review	D Maximum Points Review with Panel
C.. Assigned Staff Experience ***(Question # 5)***	10	0 1 2 (3) 4 5	0 1 2 3 4 5
Comments:			
d. Firm Experience ***(Question 4, 6 & 7)***	8	0 1 2 (3) 4 5	0 1 2 3 4 5
Comments:			

Instructions to Evaluator: Review Instruction sheet. Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgement of the merits of the identified respondent's proposal.

Committee Member: Bridget Kean (*Please print*) Dept.: CRA

Signature: Budget Kean Date: 5/5/16

RFP # 20160056 Title: Riverwalk Master Plan

Respondent: Culpepper & Terpening, Inc.

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
C.. Assigned Staff Experience *(Question # 5)*	10	0 1 2 3 4 (5)	0 1 2 3 4 5
Comments: PRIME CONSULTANT AVG: 24.14 yrs.			
d. Firm Experience *(Question 4, 6 & 7)*	8	0 1 2 3 4 (5)	0 1 2 3 4 5
Comments: Primary and subs are experienced.			

Instructions to Evaluator: Review Instruction sheet. Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgement of the merits of the identified respondent's proposal.

Committee Member: BRAD KEEN (*Please print*) Dept.: PARKS & RECREATION

Signature: Bradley R Keen Date: MAY 4, 2016

RFP # 20160056 Title: Riverwalk Master Plan

Respondent: CAPTEC

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
C.. Assigned Staff Experience ***(Question # 5)***	10	0 1 2 3 4 (5)	0 1 2 3 4 5
Comments: PRIME CONSULTANT AVG : 29.6 YRS.			
d. Firm Experience ***(Question 4, 6 & 7)***	8	0 1 2 3 4 (5)	0 1 2 3 4 5
Comments: MANY BOARDWALK PROJECTS			

Instructions to Evaluator: Review Instruction sheet. Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgement of the merits of the identified respondent's proposal.

Committee Member: BRAD KEEN *(Please print)* Dept.: PARKS & RECREATION

Signature: Bradley R Keen Date: MAY 4, 2016

RFP # 20160056 Title: Riverwalk Master Plan

Respondent: DMC

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
C.. Assigned Staff Experience *(Question # 5)*	10	0 1 2 3 (4) 5	0 1 2 3 4 5
Comments: PRIME CONSULTANT AVG: 20.33 YRS			
d. Firm Experience *(Question 4, 6 & 7)*	8	0 1 2 3 4 (5)	0 1 2 3 4 5
Comments: EXPERIENCED IN MARINE CONST.			

Instructions to Evaluator: Review Instruction sheet. Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgement of the merits of the identified respondent's proposal.

Committee Member: BRADLEY R. KEEN (*Please print*) Dept.: PARKS & RECREATION

Signature: Bradley R Keen Date: MAY 4, 2016

RFP # 20160056 Title: Riverwalk Master Plan
Respondent: GEP (GIANGRANDE)

A Criterion	B Weight Factor	C Maximum Points Independent Review	D Maximum Points Review with Panel
C.. Assigned Staff Experience *(Question # 5)*	10	0 1 2 (3) 4 5	0 1 2 3 4 5
Comments: PRIME CONSULTANT AVG: 13.33 YRS			
d. Firm Experience *(Question 4, 6 & 7)*	8	0 1 2 3 (4) 5	0 1 2 3 4 5
Comments: EXPERIENCED IN PARK/ENV. TRAIL DESIGN			

Instructions to Evaluator: Review Instruction sheet. Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgement of the merits of the identified respondent's proposal.

Committee Member: BRADLEY R. KEEN (*Please print*) Dept.: PARKS & RECREATION

Signature: Bradley R Keen Date: MAY 4, 2016

RFP # 20160056 Title: Riverwalk Master Plan

Respondent: MILLER LEGG

A Criterion	B Weight Factor	C Maximum Points Independent Review	D Maximum Points Review with Panel
C.. Assigned Staff Experience *(Question # 5)*	10	0 1 2 (3) 4 5	0 1 2 3 4 5
Comments: PRIME CONSULTANT AVG: 19.6 YRS (LARGE NUMBER OF STAFF LISTED IN PROPOSAL)			
d. Firm Experience *(Question 4, 6 & 7)*	8	0 1 2 3 (4) 5	0 1 2 3 4 5
Comments: EXPERIENCED IN ENVIRONMENTAL THEMED PROJECTS			

Instructions to Evaluator: Review Instruction sheet. Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgement of the merits of the identified respondent's proposal.

Committee Member: BRADLEY R. KEEN (*Please print*) Dept.: PARKS & RECREATION

Signature: Bradley R Keen Date: MAY 4, 2016

RFP # 20160056 Title: Riverwalk Master Plan

Respondent: KNIGHT, McGUIRE & ASSOCIATES, INC.

A Criterion	B Weight Factor	C Maximum Points Independent Review	D Maximum Points Review with Panel
C.. Assigned Staff Experience *(Question # 5)*	10	0 1 2 (3) 4 5	0 1 2 3 4 5
Comments: PRIME CONSULTANT AVG: 18.83 YRS (1 TEAM MEMBER'S EXPERIENCE MISSING)			
d. Firm Experience *(Question 4, 6 & 7)*	8	0 1 2 (3) 4 5	0 1 2 3 4 5
Comments: RELATIVELY FEW SIMILAR GOVERNMENT PROJECTS IN PAST 5 YEARS.			

Instructions to Evaluator: Review Instruction sheet. Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgement of the merits of the identified respondent's proposal.

Committee Member: BRADLEY R. KEEN (*Please print*) Dept.: PARKS & RECREATION

Signature: Bradley R Keen Date: MAY 4, 2016

RFP # 20160056 Title: Riverwalk Master Plan

Respondent: MBV Engineering, Inc.

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
C.. Assigned Staff Experience ***(Question # 5)***	10	0 1 2 (3) 4 5	0 1 2 3 4 5
Comments: Prime Consultant Avg: 16.8 yrs			
d. Firm Experience ***(Question 4, 6 & 7)***	8	0 1 (2) 3 4 5	0 1 2 3 4 5
Comments: No Boardwalk design work listed			

Instructions to Evaluator: Review Instruction sheet. Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgement of the merits of the identified respondent's proposal.

Committee Member: Bradley R. Keen (Please print) Dept.: Parks & Recreation

Signature: Bradley R Keen Date: May 4, 2016

RFP # 20160056 Title: Riverwalk Master Plan

Respondent: RAUL OCAMPO & ASSOCIATES

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
C.. Assigned Staff Experience *(Question # 5)*	10	0 1 2 (3) 4 5	0 1 2 3 4 5
Comments: PRIME CONSULTANT AVG: 32 YRS (BUT PRIME CONSULTANT IS AN ARCHITECTURAL FIRM)			
d. Firm Experience *(Question 4, 6 & 7)*	8	0 1 (2) 3 4 5	0 1 2 3 4 5
Comments: FEW SIMILAR PROJECTS LISTED			

Instructions to Evaluator: Review Instruction sheet. Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgement of the merits of the identified respondent's proposal.

Committee Member: BRADLEY R. KEEEN (*Please print*) Dept.: PARKS & RECREATION

Signature: Bradley R Keeen Date: MAY 4, 2016

RFP # 20160056 Title: Riverwalk Master Plan

Respondent: Stantec

A Criterion	B Weight Factor	C Maximum Points Independent Review	D Maximum Points Review with Panel
C.. Assigned Staff Experience *(Question # 5)*	10	0 1 2 (3) 4 5	0 1 2 3 4 5
Comments: Boardwalk and park design experience is limited to few staff. No planning experience.			
d. Firm Experience *(Question 4, 6 & 7)*	8	0 1 2 3 (4) 5	0 1 2 3 4 5
Comments: Extensive experience by limited staff.			

Instructions to Evaluator: Review Instruction sheet. Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgement of the merits of the identified respondent's proposal.

Committee Member: Heath Hooten (*Please print*) Dept.: PW

Signature: _____ Date: _____

RFP # 20160056 Title: Riverwalk Master Plan

Respondent: Culpepper

A Criterion	B Weight Factor	C Maximum Points Independent Review	D Maximum Points Review with Panel
C.. Assigned Staff Experience *(Question # 5)*	10	0 1 2 3 (4) 5	0 1 2 3 4 5
Comments: good design and planning experience Structural Staff?			
d. Firm Experience *(Question 4, 6 & 7)*	8	0 1 2 3 (4) 5	0 1 2 3 4 5
Comments: Same comment as C			

Instructions to Evaluator: Review Instruction sheet. Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgement of the merits of the identified respondent's proposal.

Committee Member: Heath Horton (*Please print*) Dept.: PW

Signature: _____ Date: _____

RFP # 20160056 Title: Riverwalk Master Plan

Respondent: DMC

A Criterion	B Weight Factor	C Maximum Points Independent Review	D Maximum Points Review with Panel
C.. Assigned Staff Experience *(Question # 5)*	10	0 1 (2) 3 4 5	0 1 2 3 4 5
Comments: Good project portfolio but appears limited staff currently proposed worked on "Example projects"			
d. Firm Experience *(Question 4, 6 & 7)*	8	0 1 2 3 (4) 5	0 1 2 3 4 5
Comments: Good shoreline/boardwalk experience by firm overall. No planning experience or commercial site development.			

Instructions to Evaluator: Review Instruction sheet. Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgement of the merits of the identified respondent's proposal.

Committee Member: Heath Stanton (*Please print*) Dept.: PW

Signature: _____ Date: _____

RFP # 20160056 Title: Riverwalk Master Plan

Respondent: GEP

A Criterion	B Weight Factor	C Maximum Points Independent Review	D Maximum Points Review with Panel
C.. Assigned Staff Experience *(Question # 5)*	10	0 1 2 3 (4) 5	0 1 2 3 4 5
Comments: Breadth of experience from planning and design to construction. Principal involved heavily in project because small firm.			
d. Firm Experience *(Question 4, 6 & 7)*	8	0 1 2 (3) 4 5	0 1 2 3 4 5
Comments: Score was reduced to 3 due to several applicable projects having been performed by previous firms.			

Instructions to Evaluator: Review Instruction sheet. Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgement of the merits of the identified respondent's proposal.

Committee Member: Heath Stocton (*Please print*) Dept.: PW

Signature: _____ Date: _____

RFP # 20160056 Title: Riverwalk Master Plan

Respondent: Knight

A Criterion	B Weight Factor	C Maximum Points Independent Review	D Maximum Points Review with Panel
C.. Assigned Staff Experience *(Question # 5)*	10	0 (1) 2 3 4 5	0 1 2 3 4 5
Comments: No indication of what projects their staff had worked on. No resumes or project experience provided			
d. Firm Experience *(Question 4, 6 & 7)*	8	0 (1) 2 3 4 5	0 1 2 3 4 5
Comments: Poorly organized. Many projects older than 5 years. Little experience in planning, design & construction and grant/multi-use sites			

Instructions to Evaluator: Review Instruction sheet. Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgement of the merits of the identified respondent's proposal.

Committee Member: Heather Stocton Dept.: PW

(Please print)

Signature: _____ Date: _____

RFP # 20160056 Title: Riverwalk Master Plan

Respondent: MBV

A Criterion	B Weight Factor	C Maximum Points Independent Review	D Maximum Points Review with Panel
C.. Assigned Staff Experience *(Question # 5)*	10	0 1 2 (3) 4 5	0 1 2 3 4 5
Comments: Good large & experience by staff on various types of projects. However, somewhat limited in boardwalk/park projects.			
d. Firm Experience *(Question 4, 6 & 7)*	8	0 1 (2) 3 4 5	0 1 2 3 4 5
Comments: Good experience in general site development, but lacking in planning and design of boardwalks and parks.			

Instructions to Evaluator: Review Instruction sheet. Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgement of the merits of the identified respondent's proposal.

Committee Member: Heath Shearin Dept.: PW

(Please print)

Signature: _____ Date: _____

RFP # 20160056 Title: Riverwalk Master Plan

Respondent: Mike Lagg

A Criterion	B Weight Factor	C Maximum Points Independent Review	D Maximum Points Review with Panel
C.. Assigned Staff Experience *(Question # 5)*	10	0 1 2 3 (4) 5	0 1 2 3 4 5
Comments: Good staff experience on planning and design of environmentally sensitive areas, boardwalks and parks. No structural staff provided			
d. Firm Experience *(Question 4, 6 & 7)*	8	0 1 2 (3) 4 5	0 1 2 3 4 5
Comments: Good, broad experience, but 4/10 projects were completed >5 years ago, monitoring excluded.			

Instructions to Evaluator: Review Instruction sheet. Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgement of the merits of the identified respondent's proposal.

Committee Member: Heath Stocton Dept.: PW

(Please print)

Signature: _____ Date: _____

RFP # 20160056 Title: Riverwalk Master Plan

Respondent: Ocampo

A Criterion	B Weight Factor	C Maximum Points Independent Review	D Maximum Points Review with Panel
C.. Assigned Staff Experience *(Question # 5)*	10	0 1 (2) 3 4 5	0 1 2 3 4 5
Comments: Staff listing, including 330's (Resumes) give me little indication of staff roles. Project Director and two senior project directors are being proposed. Little experience shown in boardwalk design and site development			
d. Firm Experience *(Question 4, 6 & 7)*	8	0 1 (2) 3 4 5	0 1 2 3 4 5
Comments: Only 3 projects provided. Consultant could have used 330 project examples to provide details of projects listed in #6.			

Instructions to Evaluator: Review Instruction sheet. Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgement of the merits of the identified respondent's proposal.

Committee Member: Heath Slocum (*Please print*) Dept.: P&D

Signature: _____ Date: _____

RFP # 20160056 Title: Riverwalk Master Plan

Respondent: Miller Legg

A Criterion	B Weight Factor	C Maximum Points Independent Review	D Maximum Points Review with Panel
C.. Assigned Staff Experience *(Question # 5)*	10	0 1 2 (3) 4 5	0 1 2 3 4 5
Comments:			
d. Firm Experience *(Question 4, 6 & 7)*	8	0 1 2 (3) 4 5	0 1 2 3 4 5
Comments:			

Instructions to Evaluator: Review Instruction sheet. Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgement of the merits of the identified respondent's proposal.

Committee Member: Bridget Kean Budget Kean Dept.: CRA

(Please print)

Signature: Budget Kean Date: 5/5/16

RFP # 20160056 Title: Riverwalk Master Plan

Respondent: O+A

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
C.. Assigned Staff Experience ***(Question # 5)***	10	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			
d. Firm Experience ***(Question 4, 6 & 7)***	8	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			

Instructions to Evaluator: Review Instruction sheet. Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgement of the merits of the identified respondent's proposal.

Committee Member: BRIDGET KEAN (*Please print*) Dept.: CRA

Signature: Budget Kean Date: 5/5/16

RFP # 20160056 Title: Riverwalk Master Plan

Respondent: CAPTEC ENGINEERING

A Criterion	B Weight Factor	C Maximum Points Independent Review	D Maximum Points Review with Panel
C.. Assigned Staff Experience *(Question # 5)*	10	0 1 2 3 4 (5)	0 1 2 3 4 5
Comments:			
d. Firm Experience *(Question 4, 6 & 7)*	8	0 1 2 3 4 (5)	0 1 2 3 4 5
Comments:			

Instructions to Evaluator: Review Instruction sheet. Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgement of the merits of the identified respondent's proposal.

Committee Member: BRIDGET KEAN (*Please print*) Dept.: ~~5/5/2016~~ CRA

Signature: Bridget Kean Date: 5/5/2016

RFP # 20160056 Title: Riverwalk Master Plan

Respondent: Culpepper Terping

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
C.. Assigned Staff Experience *(Question # 5)*	10	0 1 2 3 4 (5)	0 1 2 3 4 5
Comments:			
d. Firm Experience *(Question 4, 6 & 7)*	8	0 1 2 3 (4) 5	0 1 2 3 4 5
Comments:			

Instructions to Evaluator: Review Instruction sheet. Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgement of the merits of the identified respondent's proposal.

Committee Member: Bridget Kean (*Please print*) Dept.: CRA

Signature: Bridget Kean Date: 5/5/16

RFP # 20160056 Title: Riverwalk Master Plan

Respondent: DMC

A Criterion	B Weight Factor	C Maximum Points Independent Review	D Maximum Points Review with Panel
C.. Assigned Staff Experience *(Question # 5)*	10	0 1 2 3 (4) 5	0 1 2 3 4 5
Comments:			
d. Firm Experience *(Question 4, 6 & 7)*	8	0 1 2 (3) 4 5	0 1 2 3 4 5
Comments:			

Instructions to Evaluator: Review Instruction sheet. Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgement of the merits of the identified respondent's proposal.

Committee Member: BRIDGET KEAN (*Please print*) Dept.: CRA

Signature: Bridget Kean Date: 5/5/2016

RFP # 20160056 Title: Riverwalk Master Plan

Respondent: AE-P

A Criterion	B Weight Factor	C Maximum Points Independent Review	D Maximum Points Review with Panel
C.. Assigned Staff Experience *(Question # 5)*	10	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			
d. Firm Experience *(Question 4, 6 & 7)*	8	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			

Instructions to Evaluator: Review Instruction sheet. Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgement of the merits of the identified respondent's proposal.

Committee Member: Bridget Kea (*Please print*) Dept.: CRA

Signature: Bridget Kea Date: 5/5/2016

RFP # 20160056 Title: Riverwalk Master Plan

Respondent: Knight McCurdy & Assoc.

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
C.. Assigned Staff Experience *(Question # 5)*	10	0 1 2 (3) 4 5	0 1 2 3 4 5
Comments:			
d. Firm Experience *(Question 4, 6 & 7)*	8	0 1 2 (3) 4 5	0 1 2 3 4 5
Comments:			

Instructions to Evaluator: Review Instruction sheet. Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgement of the merits of the identified respondent's proposal.

Committee Member: Bridget Kean *(Please print)* Dept.: CRA

Signature: Bridget Kean Date: 5/5/2016

RFP # 20160056 Title: Riverwalk Master Plan

Respondent: MBV Engineering

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
C.. Assigned Staff Experience *(Question # 5)*	10	0 1 2 3 (4) 5	0 1 2 3 4 5
Comments:			
d. Firm Experience *(Question 4, 6 & 7)*	8	0 1 (2) 3 4 5	0 1 2 3 4 5
Comments:			

Instructions to Evaluator: Review Instruction sheet. Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgement of the merits of the identified respondent's proposal.

Committee Member: Bridget Kean (*Please print*) Dept.: CRA

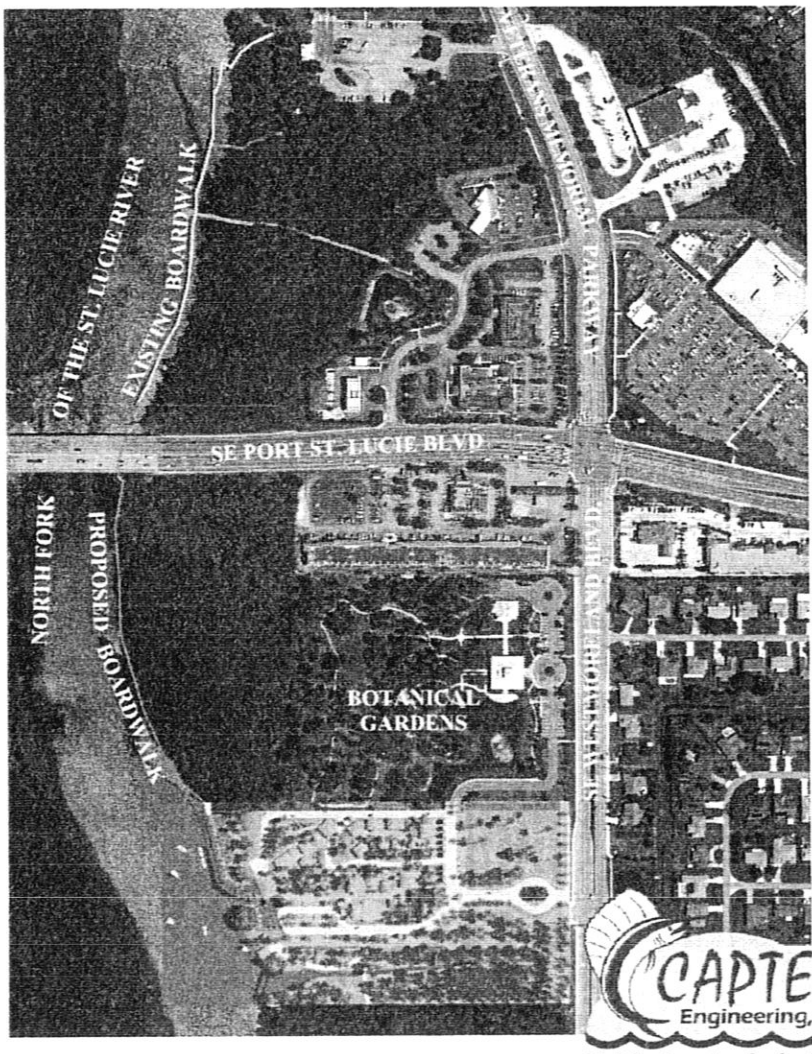
Signature: Bridget Kean Date: 5/5/16

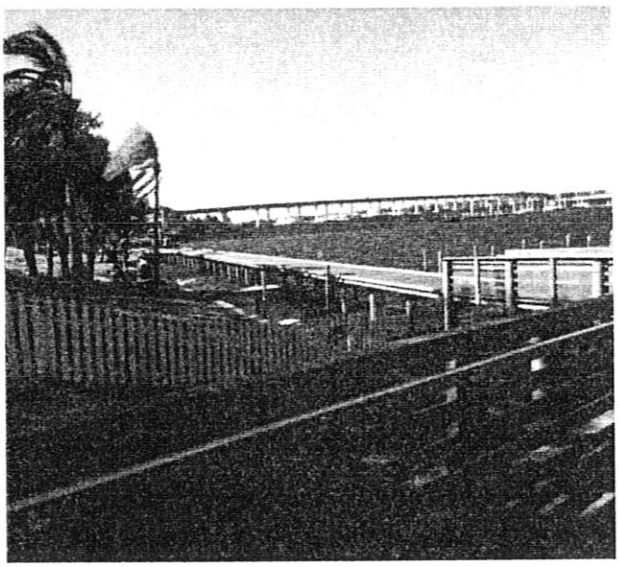
"A City for All Ages"

ELECTRONIC REQUEST FOR PROPOSAL
RIVERWALK AND WESTMORELAND PARK DESIGN PLAN
E-RFP #20160056

Due Tuesday April 26, 2016 @ 2 P.M.

QUESTIONNAIRE



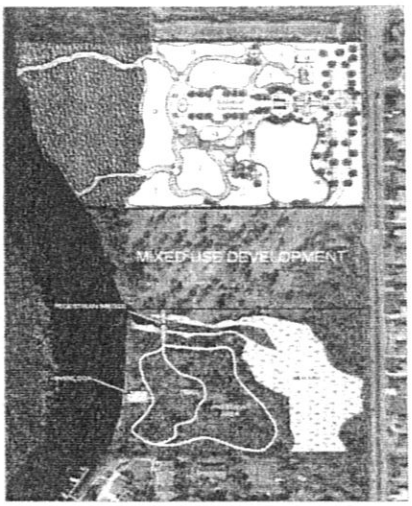


CAPTEC Engineering, Inc.
Civil Engineering Professionals

301 NW Flagler Avenue, Stuart, FL 34994
(772) 692-4344 phone / (772) 692-4341 fax
captecinfo@gocaptec.com
www.gocaptec.com

CAPTEC Engineering, Inc.
Civil Engineering Professionals

Westmoreland River Park Site Plan



April 26, 2016

City of Port St. Lucie
Procurement Management Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099

RE: RFP #20160056 Riverwalk and Westmoreland Park Design Plan

Dear Selection Committee:

CAPTEC Engineering, Inc. is pleased to submit our qualifications for the design, permitting and surveying services for the Riverwalk Boardwalk and the development of two (2) City Owned Riverfront parcels, in the Westmoreland River Park area. CAPTEC has reviewed the Management Plan, the AIA Architect Conceptual Plan and reviewed the meeting minutes of all the public meetings on the project. We have also visited the site and are intimately familiar with the field conditions.

TEAM

The CAPTEC Team includes:

- **Cotleur – Hearing, Inc.** – Planning (Architectural) / Landscaping Services
- **EW Consultants, Inc.** – Environmental Services
- **Andersen Andre Consulting Engineers, Inc.** – Geotechnical Engineering Services
- **Betsy Lindsay, Inc.** – Surveying Services

All Team members have worked together to successfully complete similar projects throughout Florida and within the City of Port St. Lucie. Our Team members are certified in all the necessary disciplines to compete this project.

Our project will be managed by Mr. Chris Goetzfried, P.E. whom has successfully completed similar projects.

EXPERIENCE / KNOWLEDGE OF PROJECT

Design/ Permitting: The CAPTEC Team has completed most of the RIVERWALKS in the City of Stuart and therefore, is knowledgeable of the design requirements and the permitting process (FDEP/ACOE/ SFWMD) necessary to complete this work. Our team members completed RIVERWALKS, Fish walks, Day Docks, Boat Ramps and Seawalls within the St. Lucie Estuary. We have also placed RIVERWALKS within FEC and FDOT right-of-ways (ROW's). This is similar to this project's Boardwalk which will be placed under the Port St. Lucie Boulevard Bridge. We have recognized the need to meet deadlines on grants and have had to solicit Congressmen to help get ACOE permits released.

Our experience with permitting is current and recently we have completed the construction of a portion of the RIVERWALK in the City Of Stuart, which utilized FIND grants and required many ADA and Safety requirements. We went through the FDEP and ACOE permit process in obtaining the permits; working on the environmental (mangrove), geotechnical and structural aspects of the project.

The City of Port St. Lucie has expressed an interest in widening the RIVERWALK in some areas to allow for weekend Art Fairs and other activities. Our review of the width and location will depend on the navigational requirements of the North Fork of the St. Lucie River. These improvements have been permitted within other projects. The current RIVERWALK has lighting, which will be incorporated into this phase of the project. We have utilized a variety of material products and feel the most recent RIVERWALK, designed of IPE material; provides the most attractive appearance, with the least Maintenance requirements.

301 NW Flagler Avenue · Stuart, FL 34994 · 772-692-4344 · Fax 772-692-4341 · E-mail: captecinfo@gocaptec.com

Our Surveyor has prepared the numerous submerged land leases for our RIVERWALK projects. Our Surveyor has visited this site and can obtain the mean high water elevation along the majority of the shoreline from the Port St. Lucie Blvd. Bridge. The site will require a submerged land lease under the RIVERWALK and a permit, from the FDOT, for the RIVERWALK under the Port St. Lucie Blvd. Bridge.

The CAPTEC Team is also familiar with the upland developments adjacent to the RIVERWALK facilities, having permitting most Riverside parks and Commercial Downtown developments in the City of Stuart and other Cities in South Florida, such as in Jupiter, Florida.

In our site visits, we have observed the existing Signal/ Driveway and Botanical Garden improvements and will carry the same theme through these new phases of the project. Our plan and design will utilize as many of the existing facilities to avoid unnecessary cost.

In this project, the City of Port St. Lucie is considering a Historical Village Area in the Upland Parcel. In the past, CAPTEC prepared the site plan, for the Historical home relocations, along the City of Stuart's RIVERWALK. CAPTEC has also worked with the Browning Home Relocation Company on many homes in Martin County. Team member Cotleur-Hearing, Inc. is also working on the community development that will be donating one of the Historical houses, for this Park.

We have also prepared and planned the Woodstork Trail Greenway / Blueway projects for the City of Port St. Lucie and other Trail/Boardwalk projects, within Protected Sensitive Upland / Wetland areas.

GRANT EXPERIENCE

The CAPTEC Team has worked on numerous projects utilizing FCT property and is very familiar with meeting their requirements. In the EWIP projects, we worked together with the City to help acquire an FCT site next to the Lennard Road / Mariposa intersection. We have completed several other roadway projects, through FCT properties, which have required FCT Agreement modifications.

Within this project, there is a 2016/2017 General Appropriation Act Grant, from the Department of Economic Opportunities, for $250,000 to extend the RIVERWALK. The CAPTEC Team is currently working on 2 similar grants for the City of Ft. Pierce and the Town of Ocean Breeze, utilizing these same funding sources. We are familiar with the grant criteria of work/ schedule and job creation requirements. We are assisting in the administration of these grants.

The CAPTEC Team is very familiar with working with the City of Port St. Lucie CRA, Park, Planning and Public Works Depts. Our offices are within minutes of the site and our Team members live and work within the City and are actively involved with the Community.

The CAPTEC Team has recently completed projects, very similar to what is being proposed on this project and we feel we can enhance/ expedite this project, to give the residents of Port St. Lucie, a quality Water Front Park.

CAPTEC appreciates the opportunity to explain our qualifications in the shortlist process.

Sincerely,

Joseph W. Capra, PE
President

301 NW Flagler Avenue · Stuart, FL 34994 · 772-692-4344 · Fax 772-692-4341 · E-mail: captecinfo@gocaptec.com

QUESTIONNAIRE

E-RFP #20160056
Riverwalk and Westmoreland Park Design Plan

It is understood and agreed that the following information is to be used by the City of Port St. Lucie to determine the qualifications of the personnel and firm as presented in this document. The Proposer waives any claim against the City that might arise with respect to any decision concerning the qualifications of the Proposer or the personnel of the Proposer.

The undersigned attests to the truth and accuracy of all statements made on this questionnaire. Also, the undersigned hereby authorizes any public official, Engineer, Surety, bank material or equipment manufacturer or distributor, or any person, firm or corporation to furnish the City of Port St. Lucie any pertinent information requested by the City deemed necessary to vary the information on this questionnaire.

Dated this **26th** day of **April, 2016**

CAPTEC Engineering, Inc. / Joseph W. Capra, PE, President
Name of Organization / Proposer

1. Where is your assigned staff's office located for this project, including address, telephone, fax number, e-mail address and contact person?
   CAPTEC Engineering, Inc.
   301 NW Flagler Avenue, Stuart, Florida 34994
   Telephone: 772.692.4344
   Fax: 772.692.4341
   Email: jcapra@gocaptec.com
   Contact Person: Joseph W. Capra, PE

2. Is your firm a Certified Minority Business (yes or no)? **No ***
   ***Team Member Betsy Lindsay, Inc. is Certified Minority Business.**
   CAPTEC Engineering, Inc. is a Small Business Enterprise.

3. Number of staff that live in the Treasure Coast Area? **All of CAPTEC's Staff members (20) live within the Treasure Coast. All team members live within Treasure Coast area.**

4. How many years has your firm been in business? **19.5 years**

5. List all proposed personnel, (to include subcontractors) assigned to this project, including title, certifications, and years of experience applicable to this project scope. Please provide personnel names who will act as a back-up in the event the assigned personnel can't be reached.

Staff/Company Name	Title	Years Experience	Licenses	Certifications	Other
Joseph W. Capra, PE CAPTEC Engineering, Inc.	Principal / Quality Control	36	FL PE#37638	FDOT Advanced MOT FDOT LAP Certification Qualified Stormwater Management Inspector	Stormwater Management Association, SFWMD WRAC Member

Harold Tourjee, CAPTEC Engineering, Inc.	Design Manager	29		FDOT Advanced MOT; LEED GA Certified; FDOT LAP Certification	
Christopher Goetzfried, PE CAPTEC Engineering, Inc.	Sr. Project Manager	32	FL PE #69153		
Scott Matteo, PE CAPTEC Engineering, Inc.	Project Manager	39	FL PE#45548	OSHA Certified	
Dylan O'Berry, EI, CAPTEC Engineering, Inc.	Project Design Engineer	12	FL EI #1100019173		
Donald Hearing, PLA, AICP Cotleur & Hearing	Principal/ Project Manager Landscape Architect	32	FL Landscape Architect #LA0000943	LEED AP	Qualified Professional Mangrove Trimmer
Robert Cotleur, PLA, AICP Cotleur & Hearing	Principal PLA, LEED® Landscape Architect	31	FL Landscape Architect #LA0001067	LEED AP	Qualified Professional Mangrove Trimmer
Dan Sorrow, PLA, AICP Cotleur & Hearing	PLA, AICP, LEED® AP BD+C, ISA-CA; Landscape Architect	12	FL Landscape Architect #LA6666979	LEED AP Certified Planner by the American Institute of Certified Planners #025895; Certified Arborist by the International Society of Arboriculture #FL-6191A	
Edward Weinberg, EW Consultants	President/ Wetland Scientist	26			Unified Mitigation Assessment Method Training; Wetland Rapid Assessment Procedure (WRAP) training
Arnaud Roux, EW Consultants	Wetland Scientist	12			Wetland Delineation Training (FDEP & USACE); Wetland Hydrology Training (SFWMD); PADI Open Water Scuba

Peter G. Andersen, P.E. Andersen Andre Consulting Engineers, Inc. (AACE)	Principal/Sr. Geotechnical Engineer	19	FL PE #57956		
David P. Andre, P.E. Andersen Andre Consulting Engineers, Inc. (AACE)	Principal/ Project Manager	22	FL PE #53969		
Betsy Lindsay, PLS Betsy Lindsay, Inc.	PLS, Project Manager	33	PLS #4724		
David Wichser, PSM Betsy Lindsay, Inc.	PSM, Project Manager	33	PSM #5565		
Michael Aldrich, Betsy Lindsay, Inc.	Party Chief	8			MOT Training
Tony Zubko, Betsy Lindsay, Inc.	Party Chief	17			MOT Training

6. List improvement projects, or similar type projects, awarded by other government agencies, to your firm in the past 5 years that were similar to size, and scope of this project. (Do not include the City of Port St. Lucie)

Project	Date of Award	Responsibility	Is Work Completed?	Amount of Contract
City of Stuart Riverwalk Boardwalk	2015	Prepared the design, permitting, bidding assistance and construction engineering inspection services of a 10-foot wide, 450 linear foot boardwalk extension, located approximately 15 feet off the adjacent seawall running along the shoreline, between St. Lucie Avenue and Colorado Avenue. FDEP and ACOE permits were required. CAPTEC assisted the City of Stuart in securing a "FIND" grant and then completed the design services for the pipe. Mr. Tourjee, the Project Designer for CAPTEC Engineering and formally with Keith & Schnars completed most of the design for the City of Stuart Boardwalk along the Riverwalk and the FDEP / FDOT crossing at Dixie Highway.	Yes - Design	$61,500

Martin County Gomez Avenue Park	2015	Currently providing design, permitting and construction administration services for the 10.56-acres of upland on the 33.61-acre FCT Property on the Intracoastal Waterway on Pecks Lake in Martin County, Florida. The project consists of constructing an extension of the existing East Coast Greenway trail in uplands on a Martin County owned parcel in Gomez Grant in cooperation with Florida Communities Trust (FCT). This includes ADA compatible shell rock pathway with informational kiosks, covered pavilion, 4 exercise stations, a covered bench and an osprey platform. Previous services included civil engineering design, permitting and construction observation for a circular access drive into the park with stabilized parking for 6 parking spaces, an ADA compliant parking space, improvements to mulch paths and a boardwalk (approximately 100 l.f.) into the existing wetlands. Permitting included preparation of applications for Martin County approval; South Florida Water Management District (SFWMD) ERP General Permit for the Surface Water Management System, and Florida Fish and Wildlife Conservation Commission (FFWCC), if required; along with Army Corp of Engineers (ACOE) coordination. Completed 2011.	No	$30,100
Martin County Tropical Farms / Phipps Park	2010	Provided final design and permitting for the re-grading of over 7,000 lf of roadway swales within a previously developed and built out neighborhood and the construction of a 0.5 acre Stormwater Treatment Area. Construction plans included the replacement of over 35 driveway culverts, 5 roadway culvert crossings, boardwalks throughout Phipps Park, planting plans for the Stormwater Treatment Area, and a control structure. Also provided assistance with construction observation and final certifications. Permitting included applications to SFWMD / ACOE; environmental, survey & geotechnical coordination were also provided.	Yes - 2012	$300,000

Fort Pierce Indian River Veteran's Memorial Park	2014	Provided design, permitting and construction services to upgrade the Indian River Veterans Memorial Park in Fort Pierce to better accommodate handicapped guests and address flooding issues. Project included designing Park improvements so as to deter flooding and improve ADA accessibility and usability by incorporating lighting, irrigation, drainage, paver walkways, concrete pavement, asphalt, concrete curbs and walls and grand entrances. Provided a stormwater treatment and nutrient load reduction plan for water quality benefits to the Indian River Lagoon including lakes, bioswales, fountains and flucc logs. This project entails remodeling the Community Center to include ADA restrooms accessibility.	Yes – Design CEI On-going	197,260
			Total Amount	**$588,860**

7. Has your firm failed to complete any contract work awarded? Defaulted on a contract or had a contract canceled or terminated? If so, When and Why? **No, CAPTEC Engineering, Inc. has not failed to complete any contract work awarded nor defaulted on any contract.**

Please submit Form 330 in a separate file, preferably .pdf

ADDENDUM ACKNOWLEDGMENT - Proposer acknowledges that the following addenda have been received and are included in his/her proposal:

Addendum Number	Date Issued
#1	4/13/2016

CERTIFICATION:

This E-RFP is submitted by: Name (print) **Joseph W. Capra** who is an officer of the above firm duly authorized to sign proposals and enter into Contracts. I certify that this E-RFP is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to comply with all requirements stated in the specifications for this E-RFP, and to accept the City's Contract in its entirety

I agree to abide by all conditions of this E-RFP.:

Joseph W. Capra

Digitally signed by Joseph W. Capra
DN: cn=Joseph W. Capra, o=CAPTEC Engineering, Inc., ou, email=jcapra@gocaptec.com, c=US
Date: 2016.04.26 12:12:22 -04'00'

Signature

President
Title

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
CAPTEC Engineering, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) 5
Exemption from FATCA reporting code (if any) N/A
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
301 NW Flagler Avenue

Requester's name and address (optional)

6 City, state, and ZIP code
Stuart, FL 34994

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
6 5 - 0 7 0 9 2 4 7

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 4/26/2016

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:

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.

CAPTE-1 OP ID: KA

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/22/2016

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
R.V. Johnson Insurance
2041 SE Ocean Blvd
Stuart, FL 34996
Robert C. Johnson

CONTACT NAME: Robert C. Johnson
PHONE (A/C, No, Ext): 772-287-3366 FAX (A/C, No): 772-287-4439
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Lloyds of London	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Captec Engineering Inc
301 NW Flagler Avenue
Stuart, FL 34994

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR X Professional Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			15AE049917356 RETRO DATE 12/19/98	12/19/2015	12/19/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG OTHER:	$ 2,000,000 $ $ $ $ 2,000,000 $ $
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			NOT COVERED			COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) OTHER:	$ $ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			NOT COVERED			EACH OCCURRENCE AGGREGATE OTHER:	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N N / A If yes, describe under DESCRIPTION OF OPERATIONS below			NOT COVERED			PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RFP #20160056 - Riverwalk and Westmoreland Park Design Plan

CERTIFICATE HOLDER

CITYP13

City of Port St. Lucie
121 SW Port St Lucie Blvd
Port St Lucie, FL 34984-5099

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
Katherine Nguyen

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/22/2016

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.

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PRODUCER	CONTACT NAME: Kim Carthen
Tequesta Agency, Inc. dba Tequesta Insurance Advisors 218 S US Hwy 1, Ste 300 Tequesta FL 33469	PHONE (A/C, No, Ext): (561)746-4546 FAX (A/C, No): (561)746-9599 E-MAIL ADDRESS: kcarthen@tequestainsurance.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
CAPTEC ENGINEERING INC 301 NW FLAGLER AVE STE 101 Suite 101 STUART FL 34994	INSURER A: Transportation Insurance Co.	20494
	INSURER B: Continental Casualty Co.	20443
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 16-17 Master **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			2071695956	2/28/2016	2/28/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			2071695956	2/28/2016	2/28/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			6020199220	2/28/2016	2/28/2017	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $

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

RE: :RFP #20160056- Riverwalk and Westmoreland Park Design Plan"

City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents are additional insureds where required by written contract per form #SB-146968-A (01-06) attached to the General Liability policy. A Copy of form #SB-146968-A (01-06) is attached for your reference.

CERTIFICATE HOLDER

City of Port St Lucie
121 SW Port St Lucie Blvd
Port St Lucie, FL 34984

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Mark Kasten/JK

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ADDITIONAL COVERAGES

Ref #	Description	Coverage Code	Form No.	Edition Date
	Aggregate	AGGR		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
			1,000		$113.00

Ref #	Description	Coverage Code	Form No.	Edition Date
	Umbrella(C)	CUMBR		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
1,000,000	1,000,000		0		

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

OFADTLCV

Copyright 2001, AMS Services, Inc.

IMPORTANT: THIS ENDORSEMENT CONTAINS DUTIES THAT APPLY TO THE ADDITIONAL INSURED IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT. SEE PARAGRAPH C., OF THIS ENDORSEMENT FOR THESE DUTIES.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED ENDORSEMENT WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE
&
BLANKET WAIVER OF SUBROGATION
Architects, Engineers and Surveyors

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

A. **WHO IS AN INSURED (Section C.)** of the Businessowners Liability Coverage Form is amended to include as an insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement; but the written contract or written agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to the "bodily injury," "property damage," or "personal and advertising injury."

B. The insurance provided to the additional insured is limited as follows:

1. That person or organization is an additional insured solely for liability due to your negligence specifically resulting from "your work" for the additional insured which is the subject of the written contract or written agreement. No coverage applies to liability resulting from the sole negligence of the additional insured.
2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
3. The coverage provided to the additional insured within this endorsement and section titled **LIABILITY AND MEDICAL EXPENSE DEFINITIONS – "Insured Contract" (Section F.9.)** within the Businessowners Liability Coverage Form, does not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written contract or written agreement.
4. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:
   a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications by any architect, engineer or surveyor performing services on a project of which you serve as construction manager; or
   b. Inspection, supervision, quality control, engineering or architectural services done by you on a project of which you serve as construction manager.
5. This insurance does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of:
   a. The construction or demolition work while you are acting as a construction or demolition contractor. This exclusion does not apply to work done for or by you at your premises.

C. **BUSINESSOWNERS GENERAL LIABILITY CONDITIONS – Duties In The Event of Occurrence, Offense, Claim or Suit (Section E.2.)** of the Businessowners Liability Coverage Form is amended to add the following:

An additional insured under this endorsement will as soon as practicable:

1. Give written notice of an occurrence or an offense to us which may result in a claim or "suit" under this insurance;

4002000562071695956838 4

2. Tender the defense and indemnity of any claim or "suit" to us for a loss we cover under this Coverage Part;

3. Tender the defense and indemnity of any claim or "suit" to any other insurer which also has insurance for a loss we cover under this Coverage Part; and

4. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" from the additional insured.

D. **OTHER INSURANCE (Section H. 2. & 3.)** of the Businessowners Common Policy Conditions are deleted and replaced with the following:

2. This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing to the additional insured's own coverage. This insurance is excess over any other insurance to which the additional insured has been added as an additional insured by endorsement.

3. When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured against that "suit" If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

E. **TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (Section K.2.)** of the Businessowners Common Policy Conditions is deleted and replaced with the following:

2. We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included within the "products-completed operations hazard."

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
04/26/2016

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).

RODUCER
PAYCHEX INSURANCE AGENCY, INC.
150 SAWGRASS DRIVE
ROCHESTER, NY 14620

CONTACT NAME:
PHONE (A/C, NO. EXT): 877-266-6850
FAX (A/C, No): 585-389-7426
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: ILLINOIS NATIONAL INSURANCE COMPANY	23817
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

SURED
Paychex Business Solutions LLC
CAPTEC ENGINEERING INC
911 PANORAMA TRAIL SOUTH
ROCHESTER, NY 14625-0397

OVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

R	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	POLICY PROJECT LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			RENEWAL FL	06/01/2016	06/01/2017	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A	X				E.L. EACH ACCIDENT	$ 1,000,000.00
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000.00
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000.00

SCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Worker's Compensation coverage is provided to only those employees leased to, but not subcontractors of the named insured.
Waiver of Subrogation granted in favor of the certificate holder.
Project: RFP #20160056 ? Riverwalk and Westmoreland Park Design Plan

ERTIFICATE HOLDER
City of Port St. Lucie
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

1988-2010 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

State of Florida
Department of State

I certify from the records of this office that CAPTEC ENGINEERING, INC. is a corporation organized under the laws of the State of Florida, filed on November 27, 1996.

The document number of this corporation is P96000097677.

I further certify that said corporation has paid all fees due this office through December 31, 2015, that its most recent annual report/uniform business report was filed on February 26, 2015, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-sixth day of February, 2015

Ken Detzner

Secretary of State

Authentication ID: CC6704135208

To authenticate this certificate,visit the following site,enter this ID, and then follow the instructions displayed.

https://efile.sunbiz.org/certauthver.html

State of Florida

Board of Professional Engineers

Attests that

CAPTEC Engineering, Inc.

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

is authorized under the provisions of Section 471.023, Florida Statutes, to offer engineering services to the public through a Professional Engineer, duly licensed under Chapter 471, Florida Statutes.

Expiration: 2/28/2017

CA Lic. No: 7657

Audit No: 228201703578

State of Florida

Board of Professional Engineers

Attests that

Joseph William Capra , P.E.

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

Is licensed as a Professional Engineer under Chapter 471, Florida Statutes

Expiration: **2/28/2017**
Audit No: **228201724947**

P.E. Lic. No:
37638

State of Florida

Board of Professional Engineers

Attests that

Christopher Leo Goetzfried , P.E.

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

Is licensed as a Professional Engineer under Chapter 471, Florida Statutes

Expiration: 2/28/2017

Audit No: 228201723233

P.E. Lic. No:
69153

State of Florida

Board of Professional Engineers

Arthur Dylan O'Berry

Has satisfactorily demonstrated qualifications in engineering, fundamentals, technical subjects, mathematics and basic sciences and is hereby recognized as an:

Engineer Intern

No. 1100019173

In Testimony whereas, witness the signature of the Chair under the seal of the Board this 19 day of May , 2015.

GREAT SEAL OF THE STATE OF FLORIDA
IN GOD WE TRUST

William C. Bracken, Chairman

Audit No. 22820170382

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF LANDSCAPE ARCHITECTURE
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

(850) 487-1395

COTLEUR, ROBERT JOSEPH
C-O COTLEUR & HEARING
1934 COMMERCE LANE, SUITE 1
JUPITER FL 33458

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

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

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

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

LA0001067 ISSUED 11/11/2015

REGISTERED LANDSCAPE ARCHITECT
COTLEUR, ROBERT JOSEPH
QUALIFIED PROFESSIONAL MANGROVE
TRIMMER

HAS REGISTERED under the provisions of Ch 481 FS
Expiration date NOV 30 2017 L1511110002458

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF LANDSCAPE ARCHITECTURE

LICENSE NUMBER	
LA0001067	

The LANDSCAPE ARCHITECT
Named below HAS REGISTERED
Under the provisions of Chapter 481 FS
Expiration date NOV 30, 2017
QUALIFIED PROFESSIONAL MANGROVE TRIMMER

COTLEUR, ROBERT JOSEPH
C-O COTLEUR & HEARING
1934 COMMERCE LANE, SUITE 1
JUPITER FL 33458

ISSUED: 11/11/2015 DISPLAY AS REQUIRED BY LAW SEQ # L1511110002458

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF LANDSCAPE ARCHITECTURE
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

(850) 487-1395

HEARING, DONALDSON EDWARD
C/O COTLEUR & HEARING
1934 COMMERCE LANE, SUITE 1
JUPITER FL 33458

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

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

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

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

LA0000943 ISSUED 12/01/2015

REGISTERED LANDSCAPE ARCHITECT
HEARING, DONALDSON EDWARD
QUALIFIED PROFESSIONAL MANGROVE
TRIMMER

HAS REGISTERED under the provisions of Ch.481 FS
Expiration date NOV 30, 2017 L1512010002181

DETACH HERE

RICK SCOTT, GOVERNOR KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF LANDSCAPE ARCHITECTURE

LICENSE NUMBER	
LA0000943	

The LANDSCAPE ARCHITECT
Named below HAS REGISTERED
Under the provisions of Chapter 481 FS.
Expiration date: NOV 30, 2017
QUALIFIED PROFESSIONAL MANGROVE TRIMMER

HEARING, DONALDSON EDWARD
C/O COTLEUR & HEARING
1934 COMMERCE LANE, SUITE 1
JUPITER FL 33458

ISSUED: 12/01/2015 DISPLAY AS REQUIRED BY LAW SEQ # L1512010002181

GBCI

GREEN BUILDING CERTIFICATION INSTITUTE

HEREBY CERTIFIES THAT

Donaldson Hearing

HAS ACHIEVED THE DESIGNATION OF

LEED® ACCREDITED PROFESSIONAL

BY DEMONSTRATING THE KNOWLEDGE OF GREEN BUILDING PRACTICE REQUIRED FOR SUCCESSFUL IMPLEMENTATION OF THE LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN (LEED®) GREEN BUILDING RATING SYSTEM™

LEED AP

Chairman

October 20, 2008
Date Issued

S. Richard Fedrizzi, President and CEO

Printed on 50% recycled fibers / 50% post-consumer fibers with vegetable based inks

RICK SCOTT, GOVERNOR KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF LANDSCAPE ARCHITECTURE

LICENSE NUMBER	
LA6666979	

The LANDSCAPE ARCHITECT
Named below HAS REGISTERED
Under the provisions of Chapter 481 FS.
Expiration date: NOV 30, 2017

SORROW, DANIEL T
1934 COMMERCE LANE SUITE 1
JUPITER FL 33458

ISSUED: 09/22/2015

DISPLAY AS REQUIRED BY LAW

SEQ # L1509220002118

LEED AP BD+C

THIS CERTIFICATE HEREBY CERTIFIES THAT

Daniel Sorrow

HAS ATTAINED THE DESIGNATION OF

AP BUILDING DESIGN + CONSTRUCTION

BY DEMONSTRATING KNOWLEDGE OF GREEN BUILDING PRACTICE REQUIRED FOR SUCCESSFUL IMPLEMENTATION OF THE LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN (LEED®) GREEN BUILDING RATING SYSTEM™.

Vicki L. Flaherty
Chairperson

Peter Templeton
Peter Templeton, GBCI President

ber 12, 2011
te Issued

10015138
Identification Number

September 11, 2013
Exp. Date

GBCI

CITY OF STUART
LOCAL BUSINESS TAX RECEIPT
2015-2016

RECEIPT NO.	ACCOUNT NO.	CATEGORY NO.
114	26142	170280

TAX YEAR BEGINS OCTOBER 1 AND ENDS SEPTEMBER 30.
PAYMENT OCTOBER 1 CONSTITUTES VIOLATION
OF CITY CODE OF ORDINANCES

BUSINESS TYPE	CONSULTANT
OWNER AND LOCATION	WEINBERG, EDWARD 1000 SE MONTEREY COMMONS BLVD UNIT
ST/CTY LICENSE	
DESCRIPT	

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 other laws, regulations, or standards.

Local Business Taxing Questions 772-288-5319

FEE	PENALTY	TRANSFER	MISCELLANEOUS	PAID
100.00	0.00	0.00	0.00	100.00

BUSINESS NAME AND MAILING ADDRESS	EW CONSULTANTS, INC WEINBERG, EDWARD 1000 SE MONTEREY COMMONS BLVD #208 STUART FL 34996

DATE
07/22/2015

CHERYL WHITE
CITY CLERK

KEEP THIS RECEIPT - NO TRANSFER WITHOUT ORIGINAL RECEIPT

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

REGISTERED VENDOR NO. 109909

November 13, 2015

Mr. Edward Weinberg, President
EW Consultants, Inc.
1000 SE Monterey Commons Blvd., Suite 208
Stuart, FL 34996

CERTIFICATION EXPIRATION DATE
November 13, 2018

Dear Mr. Weinberg:

The South Florida Water Management District (District) has certified your firm as a Small Business Enterprise (SBE). This certification is valid for three (3) years and may **only** be applied when business is conducted in the following area(s):

Environmental Consulting Services

Your submittal of bids or proposals to supply other products or services outside of this specialty(s) will not count toward SBE participation. If you require certification in other areas of specialty, please contact the Procurement Department, SBE Section, for additional information.

Renewal is required every three (3) years and should be requested within 45 days prior to the above expiration date.

If any changes occur within your company during the certification period (such as ownership, affiliate company status, address, telephone number, licensing status, gross revenue, or any information that relates to your SBE Certification status), you must notify this office in writing immediately. It is imperative that we maintain current information on your company at all times. *FAILURE TO REPORT CHANGES MAY RESULT IN DECERTIFICATION.*

Certification is not a guarantee that your firm will receive work, nor an assurance that your firm will remain in the District's solicitation database. Upon requesting or downloading a bid or proposal package your firm must respond by submitting a bid or proposal or submit a *Statement of No Response* form. This is very important, for failure to respond to three (3) solicitations will result in your company being removed from the District's solicitation database.

Sincerely,

Sandra Hammerstein

Sandra Hammerstein
Sr. Compliance Specialist
Procurement Department

State of Florida

Board of Professional Engineers

Attests that

Peter Gregers Andersen , P.E.

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

Is licensed as a Professional Engineer under Chapter 471, Florida Statutes

Expiration: **2/28/2017**
Audit No: **228201709750**

P.E. Lic. No:
57956

State of Florida

Board of Professional Engineers

Attests that

David P. Andre , P.E.

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

Is licensed as a Professional Engineer under Chapter 471, Florida Statutes

Expiration: **2/28/2017**
Audit No: **228201709638**

P.E. Lic. No:
53969

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: LB6852
Expiration Date February 28, 2017

Professional Surveyor and Mapper Business License

Under the provisions of Chapter 472, Florida Statutes

BETSY LINDSAY INC
7997 SW JACK JAMES DR
STUART, FL 34997-7242

ADAM H. PUTNAM
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: LS4724
Expiration Date February 28, 2017

Professional Surveyor and Mapper License

Under the provisions of Chapter 472, Florida Statutes

ELIZABETH ANN LINDSAY
7997 SW JACK JAMES DR
STUART, FL 34997

ADAM H. PUTNAM
COMMISSIONER OF AGRICULTURE

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: LS5565
Expiration Date February 28, 2017

Professional Surveyor and Mapper License

Under the provisions of Chapter 472, Florida Statutes

DAVID JOSEPH WICHSER
7997 SW JACK JAMES DR
STUART, FL 34997-7242

ADAM H. PUTNAM
COMMISSIONER OF AGRICULTURE

Tampa International Airport

GREATER ORLANDO AVIATION AUTHORITY

MIAMI-DADE COUNTY

Florida Unified Certification Program

Disadvantaged Business Enterprise (DBE) Certificate of Eligibility

BETSY LINDSAY INC

MEETS THE REQUIREMENTS OF 49 CFR, PART 26

APPROVED NAICS CODES:

541370, 541340

Issued: January 29, 2015

VICTORIA V. SMITH, DBE Certification Manager - Florida Department of Transportation

JACKSONVILLE TRANSPORTATION AUTHORITY

BROWARD COUNTY FLORIDA

CITY OF TALLAHASSEE

LEE COUNTY PORT AUTHORITY

Votran

RICK SCOTT
GOVERNOR

ANNIVERSARY DATE - Annually on April 30

BETSY LINDSAY INC has been certified under Florida's Unified Certification Program (UCP) as a Disadvantaged Business Enterprise (DBE) in accordance with 49 Code of Federal Regulation Part 26.

DBE Certification does not expire. It is contingent upon the firm maintaining eligibility annually through this office. Owners will be notified of their responsibilities in advance of the anniversary date.

The firm is listed in Florida's DBE Directory which can be accessed at the following link:
http://www3b.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/

Prime contractors and consultants must verify the firm's DBE certification status, and identify eligible work areas through the Directory.

The Department's DBE Support Service Providers are available, offering managerial and technical assistance at no cost.

Contact us at (850)414-4747 or via email DBECert.Help@dot.state.fl.us.

Victoria Smith
DBE Certification Manager

Florida Department of Transportation
605 Suwannee Street
Tallahassee, FL 32399-0450

JIM BOXOLD
SECRETARY

www.dot.state.fl.us

DRUG-FREE WORKPLACE FORM

E-RFP #20160056

Riverwalk and Westmoreland Park Design plan

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that **CAPTEC Engineering, 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 proposal a copy of the statement specified in subsection (1).

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

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

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

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

Bidder's Signature

4/26/2016
Date

DRUG-FREE WORKPLACE FORM

E-RFP #20160056

Riverwalk and Westmoreland Park Design plan

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that Cotleur & Hearing does:
(Name of Business)

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

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

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

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

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

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

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

(Bidder's Signature)
Donaldson E. Hearing
ASLA, LEED® AP, Principal/Vice President

April 21, 2016
(Date)

DRUG-FREE WORKPLACE FORM

E-RFP #20160056

Riverwalk and Westmoreland Park Design plan

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that EW Consultants, 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 proposal a copy of the statement specified in subsection (1).

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

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

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

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

Bidder's Signature

4/25/16
Date

DRUG-FREE WORKPLACE FORM

E-RFP #20160056

Riverwalk and Westmoreland Park Design plan

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that Andersen Andre Consulting Engineers, 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 proposal a copy of the statement specified in subsection (1).

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

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

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

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

Bidder's Signature

4/21/2016
Date

DRUG-FREE WORKPLACE FORM

E-RFP #20160056

Riverwalk and Westmoreland Park Design plan

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that Betsy Lindsay. 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 proposal a copy of the statement specified in subsection (1).

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

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

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

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

Bidder's Signature

4/20/16

Date

CHECKLIST

E-RFP #20160056

Riverwalk and Westmoreland Park Design Plan

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.

✓ Documents uploaded in two (2) .pdf files and in this order: File # 1- Questionnaire for E-RFP #20160056, Certified Minority Business Certificate (if applicable), W9, current Certificate of Insurance, all applicable current licenses (state and professional), Drug Free Workplace form and Checklist onto Demandstar by the due date and time.

✓ All questions on the questionnaire are complete and thoroughly answered

_____ Certified Minority Business Certificate if Applicable N/A

✓ Each Bid Addendum (when issued) is acknowledged

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

✓ W9 Form

✓ Current Certificate of Insurance

✓ All applicable current Licenses (state and professional)

✓ Drug Free Workplace Form

✓ Checklist

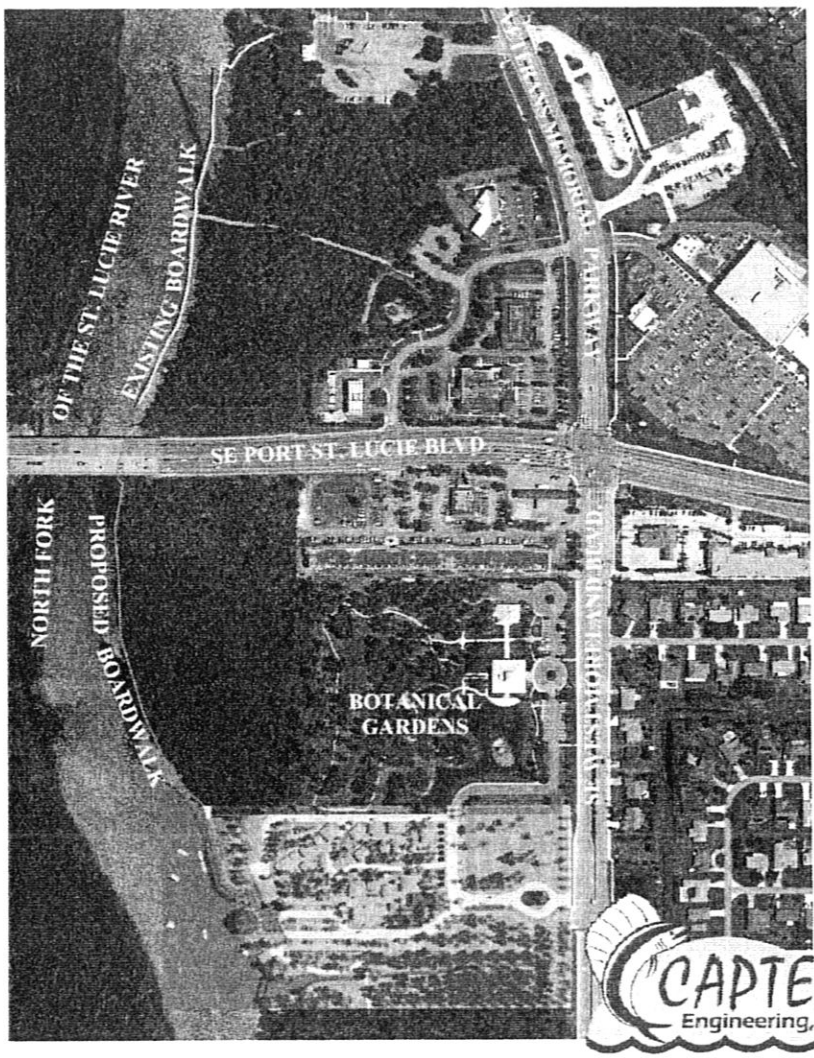
✓ File # 2- Form 330

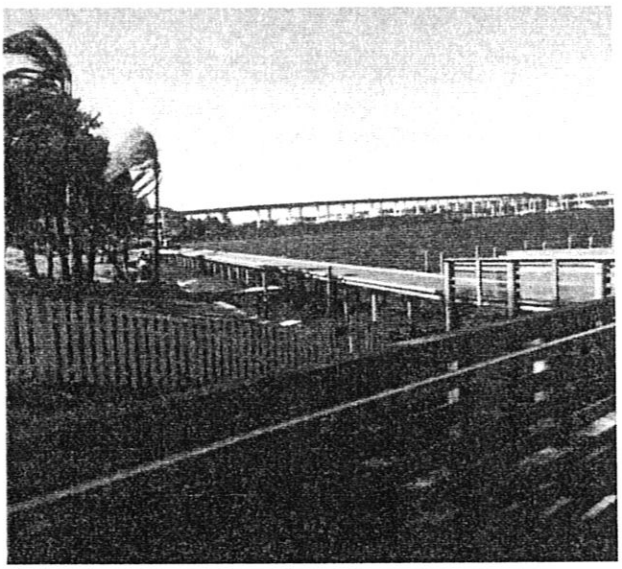
"A City for All Ages"

ELECTRONIC REQUEST FOR PROPOSAL
RIVERWALK AND WESTMORELAND PARK DESIGN PLAN
E-RFP #20160056

Due Tuesday April 26, 2016 @ 2 P.M.

SF 330 FORM





CAPTEC Engineering, Inc.
Civil Engineering Professionals

301 NW Flagler Avenue, Stuart, FL 34994
(772) 692-4344 phone / (772) 692-4341 fax
captecinfo@gocaptec.com
www.gocaptec.com

CAPTEC Engineering, Inc.
Civil Engineering Professionals

ARCHITECT - ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)*:
Riverwalk and Westmoreland Park Design Plan, Port St. Lucie, Florida

2. PUBLIC NOTICE DATE: 3/21/16

3. SOLICITATION OR PROJECT NUMBER: RFP #20160056

A. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE: Joseph W. Capra, PE, President, Quality Control Manager
5. NAME OF FIRM: CAPTEC Engineering, Inc.
6. TELEPHONE NUMBER: 772.692.4344
7. FAX NUMBER: 772.692.4341
8. E-MAIL ADDRESS: jcapra@gocaptec.com

B. PROPOSED TEAM *(Complete this section for the prime contractor and all key subcontractors.)*

9a. PRIME (CHECK HERE): √
9a. JOINT-VENTURE PARTNER (CHECK HERE):
9a. SUBCONTRACTOR (CHECK HERE):
9a. FIRM NAME: CAPTEC Engineering, Inc.
9a. IF BRANCH OFFICE CHECK HERE:
10a. ADDRESS 301 NW Flagler Avenue, Stuart, FL 34994
11a. ROLE IN THIS CONTRACT Civil Engineering Services

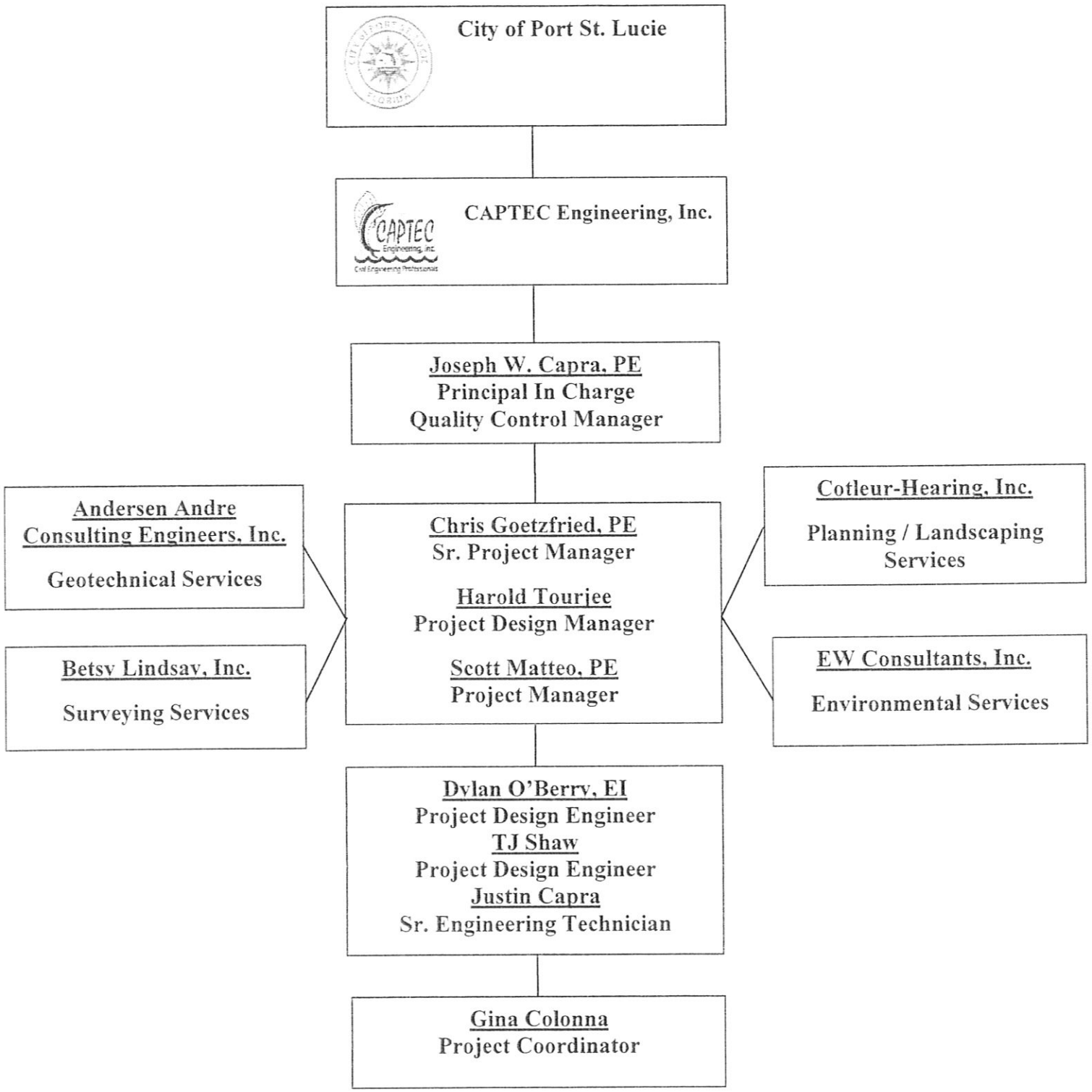
9b. PRIME (CHECK HERE):
9b. JOINT-VENTURE PARTNER (CHECK HERE):
9b. SUBCONTRACTOR (CHECK HERE): √
9b. FIRM NAME: Cotleur-Hearing, Inc.
9b. IF BRANCH OFFICE CHECK HERE:
10b. ADDRESS 1934 Commerce Lane, Suite 1, Jupiter, FL 33458
11b. ROLE IN THIS CONTRACT Planning / Landscaping Services

9c. PRIME (CHECK HERE):
9c. JOINT-VENTURE PARTNER (CHECK HERE):
9c. SUBCONTRACTOR (CHECK HERE): √
9c. FIRM NAME: EW Consultants, Inc.
9c. IF BRANCH OFFICE CHECK HERE:
10c. ADDRESS 100 SE Monterey Commons Blvd., Suite 208, Stuart, FL 34996
11c. ROLE IN THIS CONTRACT Environmental Services

9d.	PRIME (CHECK HERE):	
9d.	JOINT-VENTURE PARTNER (CHECK HERE):	
9d.	SUBCONTRACTOR (CHECK HERE):	√
9d.	FIRM NAME:	Betsy Lindsay, Inc.
9d.	IF BRANCH OFFICE CHECK HERE:	
10d.	ADDRESS	7997 SW Jack James Drive, Stuart, FL 34997
11d.	ROLE IN THIS CONTRACT	Surveying Services

9e.	PRIME (CHECK HERE):	
9e.	JOINT-VENTURE PARTNER (CHECK HERE):	
9e.	SUBCONTRACTOR (CHECK HERE):	√
9e.	FIRM NAME:	Andersen Andre Consulting Engineers, Inc.
9e.	IF BRANCH OFFICE CHECK HERE:	
10e.	ADDRESS	573 SW Biltmore Street, Port St. Lucie, FL 34983
11e.	ROLE IN THIS CONTRACT	Geotechnical Services

PROJECT ORGANIZATIONAL CHART



E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

12. NAME: **Joseph W. Capra, PE**

13. ROLE IN THIS CONTRACT: **Principal in Charge / Quality Control**

14a. YEARS EXPERIENCE - TOTAL: **36**

14b. YEARS EXPERIENCE - WITH CURRENT FIRM: **19**

15. FIRM NAME AND LOCATION *(City and State)*: **CAPTEC Engineering, Inc., Stuart, FL**

16. EDUCATION *(DEGREE AND SPECIALIZATION)*: **Rensselaer Polytechnic Institute, New York, B.S., Civil Engineering 1979**

17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*: **Florida, PE#37638 Civil Engineer**

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*:

1993 Florida Engineering Society, Treasure Coast Chapter, Young Engineer of the Year
1995 Florida Engineering Society, Treasure Coast Chapter, Engineer of the Year
2007 Florida Engineering Society, Treasure Coast Chapter, Engineer of the Year
Martin County MPO / TAC Member; SFWMD Water Resources Advisory Committee Member
St. Lucie County Economic Council Member; FDOT LAP Certified

19a(1) RELEVANT PROJECT - TITLE AND LOCATION *(City and State)*:
Woodstork Trail / Hillmoor Lake Park, Port St. Lucie, FL

19a(2) RELEVANT PROJECT - YEAR COMPLETED - PROFESSIONAL SERVICES: **2010**

19a(2) RELEVANT PROJECT - YEAR COMPLETED - CONSTRUCTION *(If applicable)*: **2011**

19a(3) RELEVANT PROJECT - BRIEF DESCRIPTION *(Brief scope, size, cost etc.)* AND SPECIFIC ROLE:

Provided analysis of existing drainage patterns, stormwater basins, canals, outside influences from Hog Pen Slough, to the North, the Savannahs State Preserve to the Northeast, and properties to the west of the Woodstork Trail watershed area. CAPTEC with Cotleur-Hearing worked at developing a Greenway / Blueway Plan for the Woodstork Trail throughout the East Lake Village CRA project The approach was to survey, study, model, and make recommendations relative to the existing stormwater facilities for improving stormwater management within this area of the City. Completed the design, permitting, and CEI services for various amenities including boardwalks, observation / fishing decks, vegetation, restrooms, and pedestrian improvements surrounding Hillmoor Lake. Obtained and administered the 319 Grant, from the FDEP, which included completing the required water quality monitoring program.

Prime Consultant. **Project Cost: $ 52,250**

19a(3) **RELEVANT PROJECT - Check here if project performed with current firm: √**

19b(1) RELEVANT PROJECT - TITLE AND LOCATION *(City and State)*:
Manatee Pocket Boardwalk, Stuart, FL

19b(2) RELEVANT PROJECT - YEAR COMPLETED - PROFESSIONAL SERVICES: **2009**

19b(2) RELEVANT PROJECT - YEAR COMPLETED - CONSTRUCTION *(If applicable)*: **2010**

19b(3) RELEVANT PROJECT - BRIEF DESCRIPTION *(Brief scope, size, cost etc.)* AND SPECIFIC ROLE:

This project encompassed providing planning, design, permitting & CEI services for boardwalks at the end of Bayview Street, Seaward Street & Salerno Road in the Manatee Pocket in the Port Salerno CRA. The second phase of the project included extending the Boardwalk northward of Bayview Street & southward from Salerno Road south and westward toward Dixie Highway along the Manatee Pocket. Services include surveying coordination. The existing boardwalk is located within the upland immediately adjacent to & westward of the mean high water line. Prepared an Environmental Resource Permit application, standard Florida Department of Environmental Protection (FDEP) & U.S. Army Corps of Engineers (ACOE) permit application were also prepared & submitted. Preparation of contract documents, pre-construction meeting attendance, limited construction inspections and final certification, of as-built drawings, were also performed.

Prime Consultant. **Project Cost: $140,000**

19c(3) **RELEVANT PROJECT - Check here if project performed with current firm: √**

19c(1) RELEVANT PROJECT - TITLE AND LOCATION *(City and State)*:

City of Stuart Riverwalk Boardwalk Extension, Stuart, FL

19c(2) RELEVANT PROJECT - YEAR COMPLETED - PROFESSIONAL SERVICES: **2015**

19c(2) RELEVANT PROJECT - YEAR COMPLETED - CONSTRUCTION *(If applicable)*: **2016**

19c(3) RELEVANT PROJECT - BRIEF DESCRIPTION *(Brief scope, size, cost etc.)* AND SPECIFIC ROLE:

Prepared the design, permitting, bidding assistance and construction engineering inspection services of a 10-foot wide, 450 linear foot boardwalk extension, located approximately 15 feet off the adjacent seawall running along the shoreline, between St. Lucie Avenue and Colorado Avenue. FDEP and ACOE permits were required. CAPTEC assisted the City of Stuart in securing a "FIND" grant and then completed the design services for the pipe. Mr. Capra and Mr. Tourjee – both former employees of Keith & Schnars and are currently employed at CAPTEC Engineering, have completed the majority of the boardwalk and seawalls for the City of Stuart along the Downtown Riverwalk. This work included FDEP / ACOE standard boardwalk permitting and also included FDOT and FEC railroad permits for the Riverwalk.

Prime Consultant. **Project Cost: $ 61,500**

19c(3) **RELEVANT PROJECT - Check here if project performed with current firm: √**

19d(1) RELEVANT PROJECT - TITLE AND LOCATION *(City and State)*:

Port Salerno Boardwalk, Stuart, FL

19d(2) RELEVANT PROJECT - YEAR COMPLETED - PROFESSIONAL SERVICES: **2002**

19d(2) RELEVANT PROJECT - YEAR COMPLETED - CONSTRUCTION *(If applicable)*: **2004**

19d(3) RELEVANT PROJECT - BRIEF DESCRIPTION *(Brief scope, size, cost etc.)* AND SPECIFIC ROLE:

Planning, designing, permitting and construction administrative services for an ±800 ft. long boardwalk at the Port Salerno Civic Center area of Port Salerno, Martin County, Florida. Specific services encompassed preparation of construction drawings for the boardwalk improvements, including layout, permitting information & structural details. The boardwalk design was located within the upland immediately adjacent to & westward of the mean high water line.

Prime Consultant **Project Cost: $400,000**

19d(3) **RELEVANT PROJECT - Check here if project performed with current firm: √**

19e(1) RELEVANT PROJECT - TITLE AND LOCATION *(City and State)*:

Eastern Watershed Improvement Project (EWIP), Port St. Lucie, FL

19e(2) RELEVANT PROJECT - YEAR COMPLETED - PROFESSIONAL SERVICES: **2006**

19e(2) RELEVANT PROJECT - YEAR COMPLETED - CONSTRUCTION *(If applicable)*: **2008**

19e(3) RELEVANT PROJECT - BRIEF DESCRIPTION *(Brief scope, size, cost etc.)* AND SPECIFIC ROLE:

The Eastern Watershed Improvement Project (EWIP) is a water quality and flood protection stormwater improvements for the Drainage Basin located in Eastern Port St. Lucie. Provided design and permitting for the EWIP stormwater STA's at Lennard Road and Mariposa, which is adjacent to FCT property. The project included setting standards, developing a model for the 4,860 Acre Basin, developing alternative improvements, acquiring land, preparing construction plans, obtaining permits and assistance during construction. The project entailed review of 2 major Pump Station facilities, design of a major waterfall canal through sensitive FDEP Lands, creation of many lakes/Stormwater Treatment Areas (STA's) and developed a plan that reduced flooding for the Master Drainage System previously built during the construction of Port St. Lucie. The land and construction costs were $32 million. The construction costs were approximately $14 million. CAPTEC assisted the City in obtaining $1.5 million in construction grants for this work.

Prime Consultant **Project Cost: $ 150,000.00**

19e(3) **RELEVANT PROJECT - Check here if project performed with current firm: √**

19c(1) RELEVANT PROJECT - TITLE AND LOCATION *(City and State)*:

Twin Rivers Park, Stuart, FL

19c(2) RELEVANT PROJECT - YEAR COMPLETED - PROFESSIONAL SERVICES: **2009**

19c(2) RELEVANT PROJECT - YEAR COMPLETED - CONSTRUCTION *(If applicable)*: **2010**

19c(3) RELEVANT PROJECT - BRIEF DESCRIPTION *(Brief scope, size, cost etc.)* AND SPECIFIC ROLE:

This park is located in Rocky Point, in Martin County. The park is located at the crossroads of the Indian River Lagoon / St. Lucie River and overlooks the St. Lucie Inlet. This park includes fishing piers, boardwalks and kayak launch. CAPTEC provided design through CEI services for a circular access drive into the park with stabilized parking, ADA compliant parking spaces, improvements to SE Seamark Place (traffic calming chicanes, resurfacing and on-street stabilized parking), lift station, sanitary sewer, water lines, fire hydrants, drainage improvements, landscaping and ADA paved walkways to the existing fishing piers. Coordination with various sub-consultants included. This project was partially funded with FDEP FL Recreation Development Assistance Program (FRDAP) grant funds.

Prime Consultant: **Project Cost: $ 120,000**

19c(3) **RELEVANT PROJECT - Check here if project performed with current firm: √**

19a(1) RELEVANT PROJECT - TITLE AND LOCATION *(City and State)*:

Tropical Farms / Phipps Park, Stuart, FL

19a(2) RELEVANT PROJECT - YEAR COMPLETED - PROFESSIONAL SERVICES: **2010**

19a(2) RELEVANT PROJECT - YEAR COMPLETED - CONSTRUCTION *(If applicable)*: **2012**

19a(3) RELEVANT PROJECT - BRIEF DESCRIPTION *(Brief scope, size, cost etc.)* AND SPECIFIC ROLE:

Provided final design and permitting for the re-grading of over 7,000 lf of roadway swales within a previously developed and built out neighborhood and the construction of a 0.5 acre Stormwater Treatment Area. Construction plans included the replacement of over 35 driveway culverts, 5 roadway culvert crossings, boardwalks throughout Phipps Park, planting plans for the Stormwater Treatment Area, and a control structure. CAPTEC also provided assistance with construction observation and final certifications. Permitting included applications to SFWMD / ACOE; environmental, survey & geotechnical coordination were also provided.

Prime Consultant **Project Cost: $ 300,000.00**

19a(3) RELEVANT PROJECT - Check here if project performed with current firm: √

19b(1) RELEVANT PROJECT - TITLE AND LOCATION *(City and State)*:

Haney Creek, Stuart, FL

19b(2) RELEVANT PROJECT - YEAR COMPLETED - PROFESSIONAL SERVICES: **2003**

19b(2) RELEVANT PROJECT - YEAR COMPLETED - CONSTRUCTION *(If applicable)*: **2005**

19b(3) RELEVANT PROJECT - BRIEF DESCRIPTION *(Brief scope, size, cost etc.)* AND SPECIFIC ROLE:

Developed a construction plan to rehydrate wetlands located along Baker Road (Arant Swamp) by directing stormwater discharges from Millennium Square, Felix Williams Middle School and the Pineapple Plantation / Vista Plantation developments. The system previously discharged into the Baker Road Ditch and directly to Haney Creek. Prepared construction plans based on current survey data, proposed wetland enhancements, a control structure and the necessary piping improvements. A South Florida Water Management District (SFWMD) Environmental Resources Permit (ERP) Amendment was required. Design / CEI were provided for a Parking Area with Restroom facilities/ pervious concrete paving areas and extension of water and sewer lines. CAPTEC completed the restoration of a wetland, walking trails and created a lake with littoral shelves.

Prime Consultant: **Project Cost: $ 500,000**

19b(3) **RELEVANT PROJECT - Check here if project performed with current firm: √**

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

19. NAME: **Harold Tourjee, Jr.**

20. ROLE IN THIS CONTRACT: **Project Design Manager**

21a. YEARS EXPERIENCE - TOTAL: **29**

21b. YEARS EXPERIENCE - WITH CURRENT FIRM: **14**

22. FIRM NAME AND LOCATION *(City and State)*: **CAPTEC Engineering, Inc., Stuart, FL**

EDUCATION *(DEGREE AND SPECIALIZATION)*: **University of Texas, Ph.D. Studies, Plasma Physics**
University of Texas, M.S. & B.S. Physics

23. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*:

24. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*: **FDOT LAP Certified**

19a(1) RELEVANT PROJECT - TITLE AND LOCATION *(City and State)*:
City of Stuart Riverwalk Boardwalk Extension, Stuart, FL

19a(2) RELEVANT PROJECT - YEAR COMPLETED - PROFESSIONAL SERVICES: **2015**

19a(2) RELEVANT PROJECT - YEAR COMPLETED - CONSTRUCTION *(If applicable)*: **2016**

19a(3) RELEVANT PROJECT - BRIEF DESCRIPTION *(Brief scope, size, cost etc.)* AND SPECIFIC ROLE:
Prepared the design, permitting, bidding assistance and construction engineering inspection services of a 10-foot wide, 450 linear foot boardwalk extension, located approximately 15 feet off the adjacent seawall running along the shoreline, between St. Lucie Avenue and Colorado Avenue. FDEP and ACOE permits were required. CAPTEC assisted the City of Stuart in securing a "FIND" grant and then completed the design services for the pipe. Mr. Tourjee, the Project Designer for CAPTEC Engineering and formally employed at Keith & Schnars, completed most of the design for the Downtown City of Stuart Boardwalk, along the Riverwalk with the FDOT / FEC railroad crossing at Dixie Highway.

Prime Consultant. **Project Cost: $ 61,500**

19a(3) RELEVANT PROJECT - Check here if project performed with current firm: √

19b(1) RELEVANT PROJECT - TITLE AND LOCATION *(City and State)*:
Woodstork Trail / Hillmoor Lake Park, Port St. Lucie, FL

19b(2) RELEVANT PROJECT - YEAR COMPLETED - PROFESSIONAL SERVICES: **2010**

19b(2) RELEVANT PROJECT - YEAR COMPLETED - CONSTRUCTION *(If applicable)*: **2011**

19b(3) RELEVANT PROJECT - BRIEF DESCRIPTION *(Brief scope, size, cost etc.)* AND SPECIFIC ROLE:
Provided analysis of existing drainage patterns, stormwater basins, canals, outside influences from Hog Pen Slough, to the North, the Savannahs State Preserve to the Northeast, and properties to the west of the Woodstork Trail watershed area. CAPTEC with Cotleur-Hearing worked at developing a Greenway / Blueway Plan for the Woodstork Trail during the East Lake Village CRA project The approach was to survey, study, model, and make recommendations relative to the existing stormwater facilities for improving stormwater management within this area of the City. Completed the design, permitting, and CEI services for various amenities including boardwalks, observation / fishing decks, vegetation, restrooms, and pedestrian improvements surrounding Hillmoor Lake. Obtained and administered the 319 Grant, from the FDEP, which included completing the required water quality monitoring program.

Prime Consultant. **Project Cost: $ 52,250**

19b(3) **RELEVANT PROJECT - Check here if project performed with current firm: √**

19c(1) RELEVANT PROJECT - TITLE AND LOCATION *(City and State)*:
Manatee Pocket Boardwalk, Stuart, FL

19c(2) RELEVANT PROJECT - YEAR COMPLETED - PROFESSIONAL SERVICES: **2009**

19c(2) RELEVANT PROJECT - YEAR COMPLETED - CONSTRUCTION *(If applicable)*: **2010**

19c(3) RELEVANT PROJECT - BRIEF DESCRIPTION *(Brief scope, size, cost etc.)* AND SPECIFIC ROLE:
This project encompassed providing planning, design, permitting & CEI services for boardwalks at the end of Bayview Street, Seaward Street & Salerno Road in the Manatee Pocket in the Port Salerno CRA. The second phase of the project included extending the Boardwalk northward of Bayview

Street & southward from Salerno Road south and westward toward Dixie Highway along the Manatee Pocket. Services include surveying coordination. The existing boardwalk is located within the upland immediately adjacent to & westward of the mean high water line. Prepared an Environmental Resource Permit application, standard Florida Department of Environmental Protection (FDEP) & U.S. Army Corps of Engineers (ACOE) permit application were also prepared & submitted. Preparation of contract documents, pre-construction meeting attendance, limited construction inspections and final certification, of as-built drawings, were also performed.

Prime Consultant. **Project Cost: $140,000**

19c(3) RELEVANT PROJECT - Check here if project performed with current firm: √

19d(1) RELEVANT PROJECT - TITLE AND LOCATION *(City and State)*:

Gomez Avenue Park, Stuart, FL

19d(2) RELEVANT PROJECT - YEAR COMPLETED - PROFESSIONAL SERVICES: **2010**

19d(2) RELEVANT PROJECT - YEAR COMPLETED - CONSTRUCTION *(If applicable)*: **2011**

19d(3) RELEVANT PROJECT - BRIEF DESCRIPTION *(Brief scope, size, cost etc.)* AND SPECIFIC ROLE:

The project is located on 10.56 acres of upland on the 33.61 acre FCT Property on the Intracoastal Waterway on Pecks Lake in Martin County, FL. Services included civil engineering design, permitting and construction observation for a circular access drive into the park with stabilized parking for 6 parking spaces, an ADA compliant parking space, improvements to mulch paths and a boardwalk (approximately 100 l.f.) into the existing wetlands. Permitting included preparation of applications for Martin County approval; South Florida Water Management District (SFWMD) ERP General Permit for the Surface Water Management System, and Florida Fish and Wildlife Conservation Commission (FFWCC), if required; along with Army Corp of Engineers (ACOE) coordination.

Prime Consultant. **Project Cost: $25,000**

19d(3) RELEVANT PROJECT - Check here if project performed with current firm: √

19e(1) RELEVANT PROJECT - TITLE AND LOCATION *(City and State)*:

Indian River Veterans Memorial Park Improvements, Fort Pierce, FL

19e(2) RELEVANT PROJECT - YEAR COMPLETED - PROFESSIONAL SERVICES: **2015**

19e(2) RELEVANT PROJECT - YEAR COMPLETED - CONSTRUCTION *(If applicable)*: **On-going**

19e(3) RELEVANT PROJECT - BRIEF DESCRIPTION *(Brief scope, size, cost etc.)* AND SPECIFIC ROLE:

Provided design, permitting and construction services to upgrade the Indian River Veterans Memorial Park in Fort Pierce to better accommodate handicapped guests and address flooding issues. Project included designing Park improvements so as to deter flooding and improve ADA accessibility and usability by incorporating lighting, irrigation, drainage, paver walkways, concrete pavement, asphalt, concrete curbs and walls and grand entrances. Provided a stormwater treatment and nutrient load reduction plan for water quality benefits to the Indian River Lagoon including lakes, bioswales, fountains and flucc logs. This project also entailed remodeling the County Center to include ADA restrooms accessibility.

Prime Consultant. **Project Cost: $197,260.00 (Design)**

19e(3) RELEVANT PROJECT - Check here if project performed with current firm: √

19e(1) RELEVANT PROJECT - TITLE AND LOCATION *(City and State)*:

Port Salerno Boardwalk, Stuart, FL

19e(2) RELEVANT PROJECT - YEAR COMPLETED - PROFESSIONAL SERVICES: **2002**

19e(2) RELEVANT PROJECT - YEAR COMPLETED - CONSTRUCTION *(If applicable)*: **2004**

19e(3) RELEVANT PROJECT - BRIEF DESCRIPTION *(Brief scope, size, cost etc.)* AND SPECIFIC ROLE:

Planning, designing, permitting and construction administrative services for an ±800 ft. long boardwalk at the Port Salerno Civic Center area of Port Salerno, Martin County, Florida. Specific services encompassed preparation of construction drawings for the boardwalk improvements, including layout, permitting information & structural details. The boardwalk design was located within the upland immediately adjacent to & westward of the mean high water line.

Prime Consultant **Project Cost: $400,000**

19e(3) RELEVANT PROJECT - Check here if project performed with current firm: √

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

25. NAME: **Christopher Goetzfried, PE**

26. ROLE IN THIS CONTRACT: **Sr. Project Manager**

27a. YEARS EXPERIENCE - TOTAL: **32**

27b. YEARS EXPERIENCE - WITH CURRENT FIRM: **1 year**

28. FIRM NAME AND LOCATION *(City and State)*: **CAPTEC Engineering, Inc., Stuart, FL**

29. EDUCATION *(DEGREE AND SPECIALIZATION)*: **Clarkson University, New York**
B.S. in Chemical Engineering - 1983
B.S. in Chemistry, State University of New York - 1981

30. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*: **FL PE License #69153**

31. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*:
American Society of Civil Engineers

19a(1) RELEVANT PROJECT - TITLE AND LOCATION *(City and State)*:
Martin County Gomez Avenue Park, Stuart, FL

19a(2) RELEVANT PROJECT - YEAR COMPLETED - PROFESSIONAL SERVICES: **On-going**

19a(2) RELEVANT PROJECT - YEAR COMPLETED - CONSTRUCTION *(If applicable)*:

19a(3) RELEVANT PROJECT - BRIEF DESCRIPTION *(Brief scope, size, cost etc.)* AND SPECIFIC ROLE:
Providing design, permitting and construction administration services for the 10.56-acres of upland on the 33.61-acre FCT Property on the Intracoastal Waterway on Pecks Lake in Martin County, Florida. The project consists of constructing an extension of the East Coast Greenway to include an ADA compatible shell rock pathway with informational kiosks, shelters, exercise stations and osprey platform.

Prime Consultant. (CAPTEC) **Project Cost: $ 30,100**

19a(3) **RELEVANT PROJECT - Check here if project performed with current firm:** √

19b(1) RELEVANT PROJECT - TITLE AND LOCATION *(City and State)*:
Lagoon Greenway, Vero Beach, FL

19b(2) RELEVANT PROJECT - YEAR COMPLETED - PROFESSIONAL SERVICES: **2014**

19b(2) RELEVANT PROJECT - YEAR COMPLETED - CONSTRUCTION *(If applicable)*: **2014**

19b(3) RELEVANT PROJECT - BRIEF DESCRIPTION *(Brief scope, size, cost etc.)* AND SPECIFIC ROLE:
Cooperative Greenway Park project between Indian River Land Trust, Indian River County, Mosquito Control District and Florida Inland Navigation District. This was a two phase project with unpaved parking, walking and biking trails (phase 1), and boardwalk through mangrove swamp and Lagoon observation deck (phase 2). Prepared design, permitting and final certification of phase 2. Project involved boardwalk layout, design and specifications, working with environmental consultant on mangrove swamp crossing requirement, decking specification on observation deck for seagrasses for FDEP permitting, ADA accessibility ramp design, Bid documents and technical specifications preparation.

Prime Consultant (Prior Employer) **Project Cost: $300,000**

19b(3) **RELEVANT PROJECT - Check here if project performed with current firm:**

19c(1) RELEVANT PROJECT - TITLE AND LOCATION *(City and State)*:
Rails to Trails, City of Fellsmere, FL

19c(2) RELEVANT PROJECT - YEAR COMPLETED - PROFESSIONAL SERVICES: **2015**

19c(2) RELEVANT PROJECT - YEAR COMPLETED - CONSTRUCTION *(If applicable)*:

19c(3) RELEVANT PROJECT - BRIEF DESCRIPTION *(Brief scope, size, cost etc.)* AND SPECIFIC ROLE:

Conversion of an old Trans-Florida Railroad grade to a trail connecting the City of Fellsmere to the North Indian River County Greenway. A private development project had the railroad grade going through it. With site plan approval, I also worked on the improvement of the trail. The project included dedication of the railroad right of way, design of the trail from I-95 east 1.5 miles to an existing trail, coordination with FDOT I-95 overpass design, environmental impact permitting (wetlands).

Prime Consultant (Prior Employer) **Project Cost: $ 155,000**

19c(3) **RELEVANT PROJECT - Check here if project performed with current firm:**

19d(1) RELEVANT PROJECT - TITLE AND LOCATION *(City and State)*:

Flutie Athletic Complex, Melbourne Beach, FL

19d(2) RELEVANT PROJECT - YEAR COMPLETED - PROFESSIONAL SERVICES: **2008**

19d(2) RELEVANT PROJECT - YEAR COMPLETED - CONSTRUCTION *(If applicable)*: **2008**

19d(3) RELEVANT PROJECT - BRIEF DESCRIPTION *(Brief scope, size, cost etc.)* AND SPECIFIC ROLE:

Brevard County Park, 29 acres with baseball, soccer fields, tennis courts. Prepared the design, permitting and construction inspection services for paving the parking lot that included pavement, grading and drainage plans, utility avoidance/relocation, and ADA accessibility to all facilities.

Prime Consultant (Prior Employer) **Project Cost: $275,000**

19d(3) RELEVANT PROJECT - Check here if project performed with current firm:

19e(1) RELEVANT PROJECT - TITLE AND LOCATION *(City and State)*:

Indian Trail M-1 Canal Inverted Siphon, West Palm Beach, FL

19e(2) RELEVANT PROJECT - YEAR COMPLETED - PROFESSIONAL SERVICES: **2015**

19e(2) RELEVANT PROJECT - YEAR COMPLETED - CONSTRUCTION *(If applicable)*:

19e(3) RELEVANT PROJECT - BRIEF DESCRIPTION *(Brief scope, size, cost etc.)* AND SPECIFIC ROLE:

Provided the design and permitting for the improvements that consisted of channel excavation south of the City of West Palm Beach M-Canal to allow for removal of sediment and the installation of 750 L.F. of sheet pile bulkhead at the M-1 Canal, at the existing inverted Siphon. Prepared the hydraulics and hydrology analysis and the ICPR modeling for the site improvements.

Prime Consultant. (CAPTEC) **Project Cost: $ 55,500**

19e(3) RELEVANT PROJECT - **Check here if project performed with current firm: √**

19f(1) RELEVANT PROJECT - TITLE AND LOCATION *(City and State)*:

Watershed Study & Design for Veteran's Memorial Stormwater Retrofit, Port St. Lucie, FL

19f(2) RELEVANT PROJECT - YEAR COMPLETED - PROFESSIONAL SERVICES: **On-going**

19f(2) RELEVANT PROJECT - YEAR COMPLETED - CONSTRUCTION *(If applicable)*:

19f(3) RELEVANT PROJECT - BRIEF DESCRIPTION *(Brief scope, size, cost etc.)* AND SPECIFIC ROLE:

Currently providing the design and permitting services for stormwater retrofit 2-phased project. Phase 1 includes researching the existing drainage patterns, preparing an existing conditions drainage model and drainage analysis report. Phase 2 includes preparing construction plans, a proposed drainage model and drainage report, specifications, cost estimate, bid documents, permitting to include preparation of application and responses as necessary with all agencies, and conducting a public informational meeting and utility coordination.

Prime Consultant. (CAPTEC) **Project Cost: $195,700**

19f(3) RELEVANT PROJECT - **Check here if project performed with current firm: √**

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

32. NAME: **Scott Matteo, PE**

33. ROLE IN THIS CONTRACT: **Project Manager**

34a. YEARS EXPERIENCE - TOTAL: **39**

34b. YEARS EXPERIENCE - WITH CURRENT FIRM: **Less than 1 year**

35. FIRM NAME AND LOCATION *(City and State)*: **CAPTEC Engineering, Inc., Stuart, FL**
EDUCATION *(DEGREE AND SPECIALIZATION)*: **Pennsylvania State University, B.S. Civil Engineering**

36. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*: **Florida, PE Civil Engineer #45548**

37. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*:
FES – Past President Big Bend Chapter; OSHA Certified

19a(1) RELEVANT PROJECT - TITLE AND LOCATION *(City and State)*:
Miccosukee Canopy Road Greenway, Tallahassee, FL

19a(2) RELEVANT PROJECT - YEAR COMPLETED - PROFESSIONAL SERVICES: **2003**

19a(2) RELEVANT PROJECT - YEAR COMPLETED - CONSTRUCTION *(If applicable)*: **2004**

19a(3) RELEVANT PROJECT - BRIEF DESCRIPTION *(Brief scope, size, cost etc.)* AND SPECIFIC ROLE:
This bicycle path ranges from flat and open to hilly, wooded and twisty, this trail (and numerous side trails) offers diverse scenery. There are a total of four trailheads—two on Miccosukee Road, one on Fleischman Road and one on Crump Road.

Prime Consultant (Prior Employer) **Project Cost: $ 100,000**

19a(3) RELEVANT PROJECT - Check here if project performed with current firm:

19b(1) RELEVANT PROJECT - TITLE AND LOCATION *(City and State)*:
Southwood Central Park, Tallahassee, FL

19b(2) RELEVANT PROJECT - YEAR COMPLETED - PROFESSIONAL SERVICES: **1999**

19b(2) RELEVANT PROJECT - YEAR COMPLETED - CONSTRUCTION *(If applicable)*: **2000**

19b(3) RELEVANT PROJECT - BRIEF DESCRIPTION *(Brief scope, size, cost etc.)* AND SPECIFIC ROLE:
Prepared the planning, design and quality control review of the Southwood P.U.D. Master Plan. An integral part of this project was the preservation of inter-connected lakes in a natural condition with four habitat preserves that make this a great place to soak in Tallahassee's native plant & animal life. Participated in the preservation of the Edward Ball House, a 19th century structure, with a pioneer cemetery that is being used to stage community events.

Prime Consultant (Prior Employer) **Project Cost: $ 500,000**

19b(3) RELEVANT PROJECT - Check here if project performed with current firm:

19c(1) RELEVANT PROJECT - TITLE AND LOCATION *(City and State)*:
Lincoln School Rain Garden, Tallahassee, FL

19c(2) RELEVANT PROJECT - YEAR COMPLETED - PROFESSIONAL SERVICES: **2009**

19c(2) RELEVANT PROJECT - YEAR COMPLETED - CONSTRUCTION *(If applicable)*: **2009**

19c(3) RELEVANT PROJECT - BRIEF DESCRIPTION *(Brief scope, size, cost etc.)* AND SPECIFIC ROLE:
As chairman of the Ochlocknee River Soil and Water Conservation District Board of Supervisors (2000-2010) funding was procured for the planning and design of a rain garden at a high school in Tallahassee. It is a water quality treatment facility landscaped with wetland plants surrounded by a boardwalk and crossed by a wooden bridge.

Prime Consultant (Prior Employer) **Project Cost: $ 50,000**

19c(3) RELEVANT PROJECT - Check here if project performed with current firm:

19d(1) RELEVANT PROJECT - TITLE AND LOCATION *(City and State)*:
Apalachee Regional Park, Tallahassee, FL

19d(2) RELEVANT PROJECT - YEAR COMPLETED - PROFESSIONAL SERVICES: **1999**

19d(2) RELEVANT PROJECT - YEAR COMPLETED - CONSTRUCTION *(If applicable)*: **2000**

19d(3) RELEVANT PROJECT - BRIEF DESCRIPTION *(Brief scope, size, cost etc.)* AND SPECIFIC ROLE:
Partnered with Leon County to developed the concept for this park which included a cross-country track, two soccer fields, two football fields and a concession stand in-lieu-of a waste transfer station being built at this location, and assisted my son in the planning, design, and construction of a kiosk constructed for his Boy Scout Eagle project.

Prime Consultant (Prior Employer) **Project Cost: $ 200,000**

19d(3) RELEVANT PROJECT - Check here if project performed with current firm:

19e(1) RELEVANT PROJECT - TITLE AND LOCATION *(City and State)*:
Summerbrook Golf Course, Tallahassee, FL

19e(2) RELEVANT PROJECT - YEAR COMPLETED - PROFESSIONAL SERVICES: **1993**

19e(2) RELEVANT PROJECT - YEAR COMPLETED - CONSTRUCTION *(If applicable)*: **1994**

19e(3) RELEVANT PROJECT - BRIEF DESCRIPTION *(Brief scope, size, cost etc.)* AND SPECIFIC ROLE:
Prepared the design and quality control review for the construction of this golf course which was built as part of the Summerbrook Subdivision.

Prime Consultant (Prior Employer) **Project Cost: $1,000,000**

19e(3) RELEVANT PROJECT - Check here if project performed with current firm:

19f(1) RELEVANT PROJECT - TITLE AND LOCATION *(City and State)*:
Daniel B. Charles Community Park, Tallahassee, FL

19f(2) RELEVANT PROJECT - YEAR COMPLETED - PROFESSIONAL SERVICES: **1998**

19f(2) RELEVANT PROJECT - YEAR COMPLETED - CONSTRUCTION *(If applicable)*: **2002**

19f(3) RELEVANT PROJECT - BRIEF DESCRIPTION *(Brief scope, size, cost etc.)* AND SPECIFIC ROLE:
Participated in the design of a park, as a private citizen, that included four lighted tennis courts, 2 basketball courts, a community center, two little league fields, and a t-ball field.

Prime Consultant (Prior Employer) **Project Cost: $ 250,000**

19f(3) RELEVANT PROJECT - Check here if project performed with current firm:

19g(1) RELEVANT PROJECT - TITLE AND LOCATION *(City and State)*:
Tioga Hammond Dam, Hammond Lake, PA

19g(2) RELEVANT PROJECT - YEAR COMPLETED - PROFESSIONAL SERVICES: **1980**

19g(2) RELEVANT PROJECT - YEAR COMPLETED - CONSTRUCTION *(If applicable)*: **1985**

19g(3) RELEVANT PROJECT - BRIEF DESCRIPTION *(Brief scope, size, cost etc.)* AND SPECIFIC ROLE:
Participated in the design of the Ives Run Campground as a civil engineer for the Army Corps of Engineers (1978-1987). The park sits on the eastern shore of Hammond Lake in north-central Pennsylvania. Surrounded by lush forested ridges, the lake offers recreation for the entire family, including picnicking, swimming, boating, fishing, hiking, hunting and wildlife watching. Ives Run, with its beach and grassy sunning area, is a great place for kids of any age. The facility has campsites as well as group picnic shelters that can be reserved for family reunions, company picnics, neighborhood gatherings and other group events.

Prime Consultant (Prior Employer) **Project Cost: $ 3,000,000**

19g(3) RELEVANT PROJECT - Check here if project performed with current firm:

RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

18. NAME: **Dylan O'Berry, EI**

37. ROLE IN THIS CONTRACT: **Project Design Engineer**

14a. YEARS EXPERIENCE - TOTAL: **12**

14b. YEARS EXPERIENCE - WITH CURRENT FIRM: **1 year**

25. FIRM NAME AND LOCATION *(City and State)*: **CAPTEC Engineering, Inc., Stuart, FL**

38. EDUCATION *(DEGREE AND SPECIALIZATION)*: **Florida Atlantic University, Boca Raton, FL**
Masters of Science in Civil Engineering - 2015
Bachelors of Science in Civil Engineering - 2014

39. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*: **Florida, Engineer Intern #1100019173**

40. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*:

19a(1) RELEVANT PROJECT - TITLE AND LOCATION *(City and State)*:
Concord Square Utilities Service, Stuart, FL

19a(2) RELEVANT PROJECT - YEAR COMPLETED - PROFESSIONAL SERVICES: **On-going**

19a(2) RELEVANT PROJECT - YEAR COMPLETED - CONSTRUCTION *(If applicable)*:

19a(3) RELEVANT PROJECT - BRIEF DESCRIPTION *(Brief scope, size, cost etc.)* AND SPECIFIC ROLE:
Providing the design, permitting and construction phase civil engineering services in support of abandoning the existing well and septic tank/drain field systems and connecting the project to Martin County Utilities (MCU) water & sewer services. Permitting services for the utilities improvements are based on the existing retail development site plan, land use and zoning designation. The design includes extending water and sewer lines the full length of the U.S. No. 1 frontage.

Prime Consultant. **Project Cost: $ 25,500**

19a(3) RELEVANT PROJECT - Check here if project performed with current firm: √

19b(1) RELEVANT PROJECT - TITLE AND LOCATION *(City and State)*:
Mariner Village Stormwater Management Improvements, Stuart, FL

19b(2) RELEVANT PROJECT - YEAR COMPLETED - PROFESSIONAL SERVICES: **On-going**

19b(2) RELEVANT PROJECT - YEAR COMPLETED - CONSTRUCTION *(If applicable)*:

19b(3) RELEVANT PROJECT - BRIEF DESCRIPTION *(Brief scope, size, cost etc.)* AND SPECIFIC ROLE:
Providing the design, permitting, bidding and construction engineering inspection services for the drainage system. Improvements will include the design of control structures and piping in the areas at Devonwood Way. Permits prepared for SFWMD and FDOT drainage connection permit.

Prime Consultant. **Project Cost: $ 14,500**

19b(3) RELEVANT PROJECT - Check here if project performed with current firm: √

19c(1) RELEVANT PROJECT - TITLE AND LOCATION *(City and State):*

Martin Health Systems North Campus Improvements, Stuart, FL

19c(2) RELEVANT PROJECT - YEAR COMPLETED - PROFESSIONAL SERVICES: **On-going**
19c(2) RELEVANT PROJECT - YEAR COMPLETED - CONSTRUCTION *(If applicable):*
19c(3) RELEVANT PROJECT - BRIEF DESCRIPTION *(Brief scope, size, cost etc.)* AND SPECIFIC ROLE:

Providing site improvements to the cancer center, 509 building, western parking garage and common areas, northern campus adjacent to emergency room entrance, dining areas, northeastern parking lot (adjacent to tank yard, facilities and Amerigo). Site improvements include review of the existing survey data, parking, drainage, surface treatments, and pedestrian and vehicular circulation patterns to provide the civil site plans, permitting and construction administration services. Also, the design of a lift station plus ADA parking, sidewalk connections, replace pervious concrete with asphalt, a retaining wall to allow additional parking, and redesign of Emergency and Nurse parking areas. The improvements consider safe circulation of vehicular/service/ pedestrian/Emergency traffic improvements to the campus. All work planned to be completed within 24/7 operation.

Prime Consultant. **Project Cost: $176,000.00 (Design)**

19c(3) RELEVANT PROJECT - Check here if project performed with current firm: √

19d(1) RELEVANT PROJECT - TITLE AND LOCATION *(City and State):*

Martin Health Systems North Campus Parking Garage Study, Stuart, FL

19d(2) RELEVANT PROJECT - YEAR COMPLETED - PROFESSIONAL SERVICES: **On-going**
19d(2) RELEVANT PROJECT - YEAR COMPLETED - CONSTRUCTION *(If applicable):*
19d(3) RELEVANT PROJECT - BRIEF DESCRIPTION *(Brief scope, size, cost etc.)* AND SPECIFIC ROLE:

Preparing a study for the evaluation and remediation of the physical conditions of the existing 4 level parking garage (61,500 square feet per level). Providing recommendations for repairs in a written report to qualify and quantify the damage over multiple phases, provide estimated probable costs of the restoration and waterproofing for these repairs, and provide documents necessary to permit and to obtain contracts with a Contractor for the initial remediation. Perform inspections and re-evaluate the condition of the structure after the initial phase of the three-phase remediation program. Improvements include a traffic calming plan and drainage improvements for the parking garage.

Prime Consultant. **Project Cost: Phase 1 - $16,500.00 (Design)**

19d(3) RELEVANT PROJECT - Check here if project performed with current firm: √

19e(1) RELEVANT PROJECT - TITLE AND LOCATION *(City and State):*

Cashmere Boulevard Sidewalk Improvements, Port St. Lucie, FL

19e(2) RELEVANT PROJECT - YEAR COMPLETED - PROFESSIONAL SERVICES: **2016**
19e(2) RELEVANT PROJECT - YEAR COMPLETED - CONSTRUCTION *(If applicable):*
19e(3) RELEVANT PROJECT - BRIEF DESCRIPTION *(Brief scope, size, cost etc.)* AND SPECIFIC ROLE:

Provided the design, intersection improvements, drainage modifications, driveway and culvert replacement, utility relocations, and permitting services for the 1-mile 6-foot wide sidewalk between the Renaissance School and the Westgate K-8 School in Port St. Lucie.

Prime Consultant. **Project Cost: $21,000.00 (Design)**

19e(3) RELEVANT PROJECT - Check here if project performed with current firm: √

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project

CAPTEC Engineering, Inc.
Civil Engineering Professionals

20. EXAMPLE PROJECT KEY NUMBER: **1**

21. TITLE AND LOCATION *(City and State)*:
City of Stuart Riverwalk Boardwalk Extension, Stuart, FL

22. YEAR COMPLETED - PROFESSIONAL SERVICES: **2016**
YEAR COMPLETED - CONSTRUCTION *(If applicable)*:

23a. PROJECT OWNER'S INFORMATION - PROJECT OWNER:
City of Stuart, 121 SW Flagler Avenue, Stuart, FL 34994

23b. PROJECT OWNER'S INFORMATION - POINT OF CONTACT NAME: **Sam Amerson, PE**

23c. PROJECT OWNER'S INFORMATION - POINT OF CONTACT TELEPHONE NUMBER: **772-288-5331**

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*:

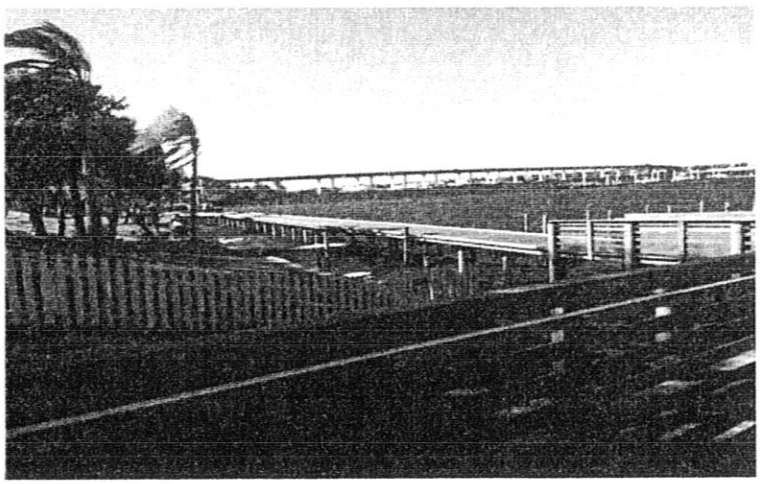
Prepared the design, permitting, bidding assistance and construction engineering inspection services of a 10-foot wide, 450 linear foot boardwalk extension, located approximately 15 feet off the adjacent seawall running along the shoreline, between St. Lucie Avenue and Colorado Avenue. FDEP and ACOE permits were required. CAPTEC assisted the City of Stuart in securing a "FIND" grant and then completed the design services for the pipe. Mr. Capra and Mr. Tourjee – both former employees of Keith & Schnars and are currently employed at CAPTEC Engineering, have completed the majority of the boardwalk and seawalls for the City of Stuart along the Downtown Riverwalk. This work included FDEP / ACOE standard boardwalk permitting and also included FDOT and FEC railroad permits for the Riverwalk.

Prime Consultant PROJECT COST: **$ 1,000,000.00**

25. RELEVANCE: Depicts CAPTEC's Boardwalk and upland development design, permitting, bidding, grant assistance and CEI experience.

FIRMS FROM SECTION INVOLVED WITH THIS PROJECT

(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
CAPTEC Engineering	Stuart, FL	Civil Engineer



F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project

CAPTEC Engineering, Inc.
Civil Engineering Professionals

20. EXAMPLE PROJECT KEY NUMBER: **2**

21. TITLE AND LOCATION *(City and State)*:
Manatee Pocket Boardwalk, Stuart, FL

22. YEAR COMPLETED - PROFESSIONAL SERVICES: **2009**
YEAR COMPLETED - CONSTRUCTION *(If applicable)*: **2010**

23a. PROJECT OWNER'S INFORMATION - PROJECT OWNER:
Martin County Community Redevelopment Agency, 2401 SE Monterey Road, Stuart, FL 34996

23b. PROJECT OWNER'S INFORMATION - POINT OF CONTACT NAME: **Bonnie Landry**

23c. PROJECT OWNER'S INFORMATION - POINT OF CONTACT TELEPHONE NUMBER: **772-288-5456**

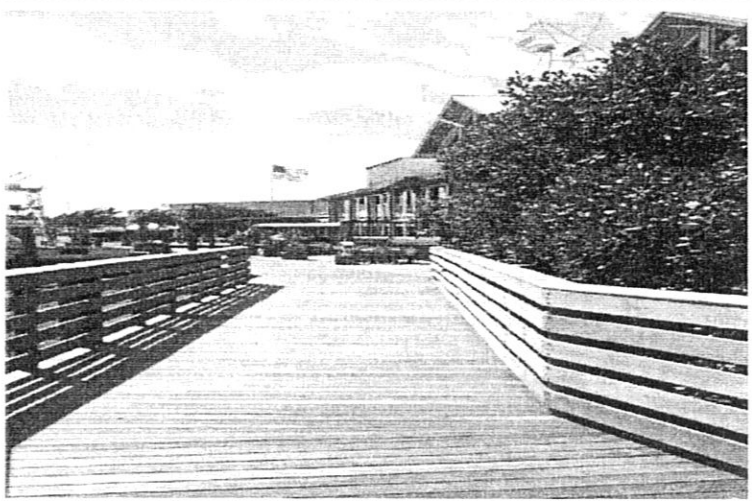
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*:
The scope of the original project encompassed providing planning, design, permitting & assistance in construction administrative services for boardwalks to be constructed at the end of Bayview Street, Seaward Street & Salerno Road in the Manatee Pocket in the Port Salerno CRA, Martin County, Florida. The second phase of the project included extending the Boardwalk northward of Bayview Street & southward from Salerno Road south and westward toward Dixie Highway along the Manatee Pocket. Services include surveying coordination. The existing boardwalk is located within the upland immediately adjacent to & westward of the mean high water line. CAPTEC prepared an Environmental Resource Permit application, standard Florida Department of Environmental Protection (FDEP) & U.S. Army Corps of Engineers (ACOE) permit application were also prepared & submitted. Preparation of contract documents, pre-construction meeting attendance, limited construction inspections and field engineering certifications after receipt of as-built drawings by the County's contractor were also performed.

Prime Consultant PROJECT COST: **$1,400,000**

25. RELEVANCE: Depicts CAPTEC's Boardwalk and upland design, permitting, bidding, grant assistance and CEI experience.

FIRMS FROM SECTION INVOLVED WITH THIS PROJECT

(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
CAPTEC Engineering	Stuart, FL	Civil Engineer



F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project

CAPTEC Engineering, Inc.
Civil Engineering Professionals

20. EXAMPLE PROJECT KEY NUMBER: 3

21. TITLE AND LOCATION *(City and State)*:
Port Salerno Boardwalk, Stuart, FL

22. YEAR COMPLETED - PROFESSIONAL SERVICES: **2002**
YEAR COMPLETED - CONSTRUCTION *(If applicable)*: **2004**

23a. PROJECT OWNER'S INFORMATION - PROJECT OWNER:
Martin County Community Redevelopment Agency, 2401 SE Monterey Road, Stuart, FL 34996

23b. PROJECT OWNER'S INFORMATION - POINT OF CONTACT NAME: **Bonnie Landry**

23c. PROJECT OWNER'S INFORMATION - POINT OF CONTACT TELEPHONE NUMBER: **772-288-5456**

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*:

Brief scope, size, cost etc.) AND SPECIFIC ROLE:

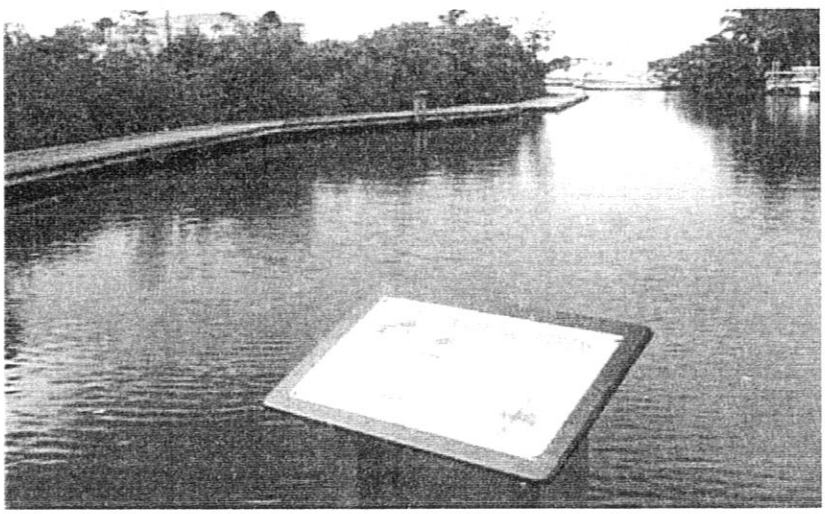
Planning, designing, permitting and construction administrative services for an ±800 ft. long boardwalk at the Port Salerno Civic Center area of Port Salerno, Martin County, Florida. Specific services encompassed preparation of construction drawings for the boardwalk improvements, including layout, permitting information & structural details. The boardwalk design was located within the upland immediately adjacent to & westward of the mean high water line.

Prime Consultant PROJECT COST: **$400,000.00**

25. RELEVANCE: Depicts CAPTEC's Boardwalk and upland design, permitting, bidding and CEI experience

FIRMS FROM SECTION INVOLVED WITH THIS PROJECT

(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
CAPTEC Engineering	Stuart, FL	Civil Engineer



F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

CAPTEC Engineering, Inc.
Civil Engineering Professionals

20. EXAMPLE PROJECT KEY NUMBER: **4**

21. TITLE AND LOCATION *(City and State)*:
Woodstork Trail / Hillmoor Lake Park, Port St. Lucie, FL

22. YEAR COMPLETED - PROFESSIONAL SERVICES: **2010**
YEAR COMPLETED - CONSTRUCTION *(If applicable)*: **2011**

23a. PROJECT OWNER'S INFORMATION - PROJECT OWNER:
City of Port St. Lucie, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984

23b. PROJECT OWNER'S INFORMATION - POINT OF CONTACT NAME: **Patricia Roebling, PE**

23c. PROJECT OWNER'S INFORMATION - POINT OF CONTACT TELEPHONE NUMBER: **772-871-5174**

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*:

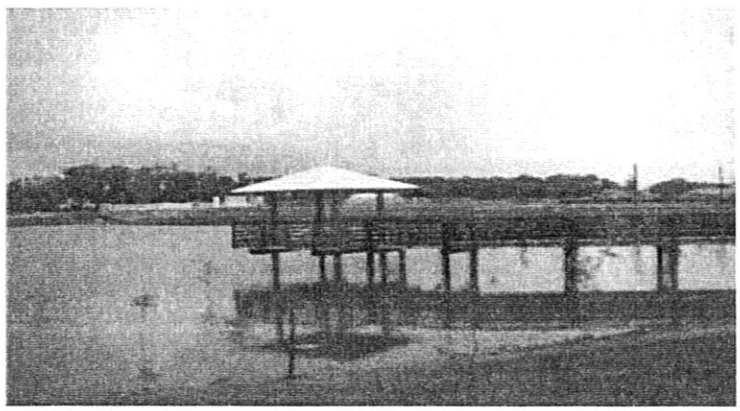
Provided analysis of existing drainage patterns, stormwater basins, canals, outside influences from Hog Pen Slough, to the North, the Savannahs State Preserve to the Northeast, and properties to the west of the Woodstork Trail watershed area. CAPTEC with Cotleur-Hearing worked at developing a Greenway / Blueway Plan for the Woodstork Trail with Blueway within the East Lake Village CRA project. The approach was to survey, study, model, and make recommendations relative to the existing stormwater facilities for improving stormwater management within this area of the City. Completed the design, permitting, and CEI services for various amenities including boardwalks, observation / fishing decks, vegetation, restrooms, and pedestrian improvements surrounding Hillmoor Lake. Obtained and administered the 319 Grant, from the FDEP, which included completing the required water quality monitoring program.

Prime Consultant PROJECT COST: **$650,000**

25.RELEVANCE: Depicts CAPTEC'S City of Port St. Lucie waterfront, boardwalk and upland development design, stormwater modeling, basin analysis, grant acquisition, permitting, and CEI experience.

FIRMS FROM SECTION INVOLVED WITH THIS PROJECT

(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
CAPTEC Engineering	Stuart, FL	Civil Engineer



F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project

CAPTEC Engineering, Inc.
Civil Engineering Professionals

20. EXAMPLE PROJECT KEY NUMBER: **5**

21. TITLE AND LOCATION *(City and State)*:
Eastern Watershed Improvement Project (EWIP), Port St. Lucie, FL

22. YEAR COMPLETED - PROFESSIONAL SERVICES: **2006**
YEAR COMPLETED - CONSTRUCTION *(If applicable)*: **2008**

23a. PROJECT OWNER'S INFORMATION - PROJECT OWNER:
City of Port St. Lucie, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34986

23b. PROJECT OWNER'S INFORMATION - POINT OF CONTACT NAME: **Jim Angstadt, PE**

23c. PROJECT OWNER'S INFORMATION - POINT OF CONTACT TELEPHONE NUMBER: **772-344-4239**

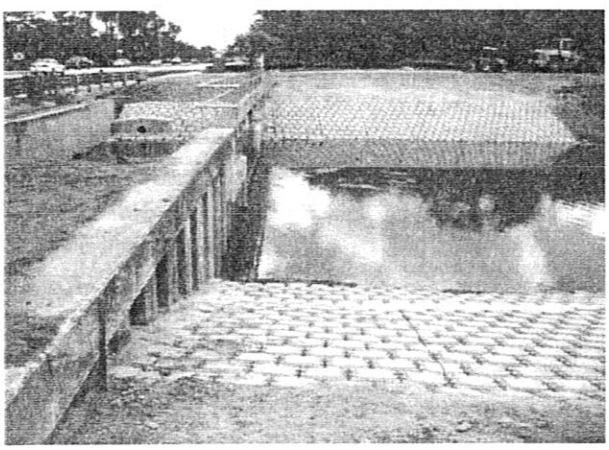
26. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*:
The Eastern Watershed Improvement Project (EWIP) is a water quality and flood protection stormwater improvements for the Drainage Basin located in Eastern Port St. Lucie. Provided design and permitting for the EWIP stormwater STA's at Lennard Road and Mariposa, which is adjacent to FCT property. The project included setting standards, developing a model for the 4,860 Acre Basin, developing alternative improvements, acquiring land, preparing construction plans, obtaining permits and assistance during construction. The project entailed review of 2 major Pump Station facilities, design of a major waterfall canal through sensitive FDEP Lands, creation of many lakes/Stormwater Treatment Areas (STA's) and developed a plan that reduced flooding for the Master Drainage System previously built during the construction of Port St. Lucie. The land and construction costs were $32 million. The construction costs were approximately $14 million. CAPTEC assisted the City in obtaining $1.5 million in construction grants for this work.

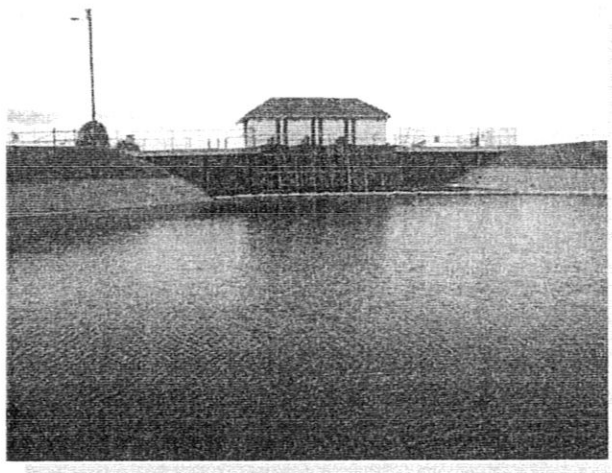
Prime Consultant PROJECT COST: **$ 14,000,000**

25. RELEVANCE: Depicts CAPTEC's Waterfront project / Riverwalk design, Stormwater Modeling/ Basin Analysis/ Construction Plan Preparation/ Permitting/ Bidding Assistance/ FCT Grant knowledge and Construction, Engineering and Inspection Services experience.

FIRMS FROM SECTION INVOLVED WITH THIS PROJECT

(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
CAPTEC Engineering	Stuart, FL	Civil Engineer





F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: **6**

21. TITLE AND LOCATION *(City and State)*:

Gomez Avenue Park, Stuart, FL

22. YEAR COMPLETED - PROFESSIONAL SERVICES: **2010(previous); 2016 (current)**

YEAR COMPLETED - CONSTRUCTION *(If applicable)*: **2011(previous)**

23. PROJECT OWNER'S INFORMATION - PROJECT OWNER:

Martin County Engineering, 2401 SE Monterey Road, Stuart, FL 34996

23b. PROJECT OWNER'S INFORMATION - POINT OF CONTACT NAME: **Michael Yustin, PE**

23c. PROJECT OWNER'S INFORMATION - POINT OF CONTACT TELEPHONE NUMBER: **772-220-7114**

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*:

The project is located on 10.56 acres of upland on the 33.61 acre FCT Property on the Intracoastal Waterway on Pecks Lake in Martin County, FL. Services included civil engineering design, permitting and construction observation for a circular access drive into the park with stabilized parking for 6 parking spaces, an ADA compliant parking space, improvements to mulch paths and a boardwalk (approximately 100 l.f.) into the existing wetlands. Permitting included preparation of applications for Martin County approval; South Florida Water Management District (SFWMD) ERP General Permit for the Surface Water Management System, and Florida Fish and Wildlife Conservation Commission (FFWCC), if required; along with Army Corp of Engineers (ACOE) coordination. CAPTEC is currently constructing an extension of the existing East Coast Greenway trail in uplands on a Martin County owned parcel in Gomez Grant in cooperation with Florida Communities Trust (FCT). The project includes the design and permitting for the trail, a covered picnic pavilion, four exercise stations along the trail, and a covered bench along the trail. All facilities are designed for ADA accessibility.

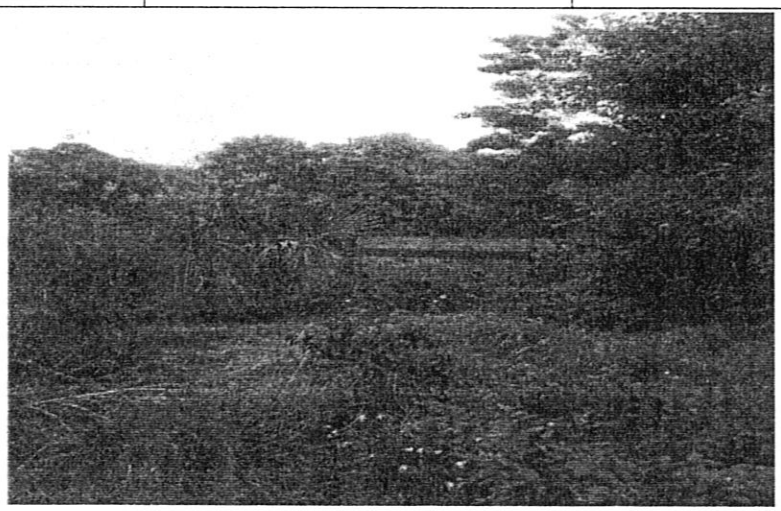
Prime Consultant

PROJECT COST: **$2,500,000.00**

RELEVANCE: Shows CAPTEC'S trail development design, permitting, FCT experience and construction administration services.

24. FIRMS FROM SECTION INVOLVED WITH THIS PROJECT

(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
CAPTEC Engineering	Stuart, FL	Civil Engineer



F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project

20. EXAMPLE PROJECT KEY NUMBER: 7

21. TITLE AND LOCATION *(City and State)*:
Twin Rivers Park, Stuart, FL

22. YEAR COMPLETED - PROFESSIONAL SERVICES: **2009**
YEAR COMPLETED - CONSTRUCTION *(If applicable)*: **2010**

23a. PROJECT OWNER'S INFORMATION - PROJECT OWNER:
Martin County Engineering Dept., 2401 SE Monterey Road, Stuart, FL 34996

23b. PROJECT OWNER'S INFORMATION - POINT OF CONTACT NAME: **Kevin Landry, PE**

23c. PROJECT OWNER'S INFORMATION - POINT OF CONTACT TELEPHONE NUMBER: **772-221-1376**

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*:

This park is located in Rocky Point, in Martin County. The park is located at the Crossroads of the Indian River Lagoon / St. Lucie River and overlooks the St. Lucie Inlet. This park includes fishing piers, boardwalks and kayak launch. CAPTEC provided design through CEI services for a circular access drive into the park with stabilized parking, ADA compliant parking spaces, improvements to SE Seamark Place (traffic calming chicanes, resurfacing and on-street stabilized parking), lift station, sanitary sewer, water lines, fire hydrants, drainage improvements, landscaping and ADA paved walkways to the existing fishing piers. Coordination with various sub-consultants included. This project was partially funded with FDEP FL Recreation Development Assistance Program (FRDAP) grant funds.

Prime Consultant PROJECT COST: **$ 1,200,000**

25. RELEVANCE: Depicts CAPTEC's park experience, bridge design, drainage / culvert design, grant assistance, permitting, utility and stormwater experience.

FIRMS FROM SECTION INVOLVED WITH THIS PROJECT

(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
CAPTEC Engineering	Stuart, FL	Civil Engineer

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project

20. EXAMPLE PROJECT KEY NUMBER: **8**

21. TITLE AND LOCATION *(City and State):*

Tropical Farms / Phipps Park, Stuart, FL

22. YEAR COMPLETED - PROFESSIONAL SERVICES: **2010**

YEAR COMPLETED - CONSTRUCTION *(If applicable):* **2012**

23a. PROJECT OWNER'S INFORMATION - PROJECT OWNER:

Martin County Engineering Dept., 2401 SE Monterey Road, Stuart, FL 34996

23b. PROJECT OWNER'S INFORMATION - POINT OF CONTACT NAME: **Greg Nolte, EI**

23c. PROJECT OWNER'S INFORMATION - POINT OF CONTACT TELEPHONE NUMBER: **772-221-2380**

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost):*

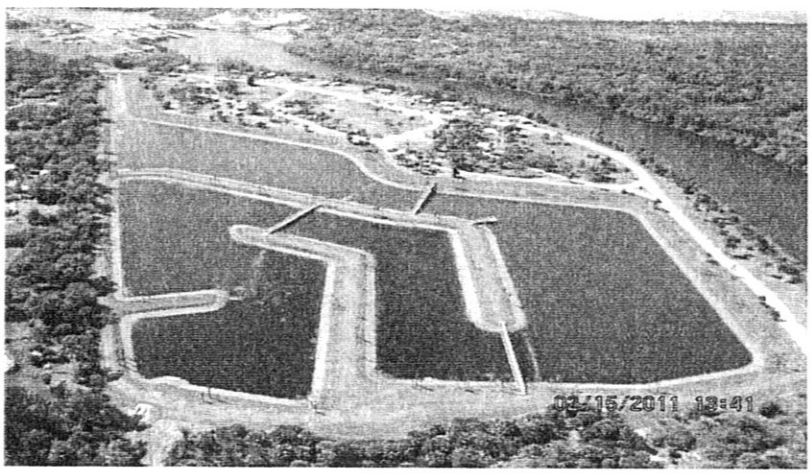
Provided final design and permitting for the re-grading of over 7,000 lf of roadway swales within a previously developed and built out neighborhood and the construction of a 0.5 acre Stormwater Treatment Area. Construction plans included the replacement of over 35 driveway culverts, 5 roadway culvert crossings, boardwalks throughout Phipps Park, planting plans for the Stormwater Treatment Area, and a control structure. CAPTEC also provided assistance with construction observation and final certifications. Permitting included applications to SFWMD / ACOE; environmental, survey & geotechnical coordination were also provided.

Prime Consultant PROJECT COST: **$ 4,500,000**

25.RELEVANCE: Depicts CAPTEC's Boardwalk / Waterfront Park experience in design, permitting , stormwater management, and construction administration services.

FIRMS FROM SECTION INVOLVED WITH THIS PROJECT

(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
CAPTEC Engineering	Stuart, FL	Civil Engineer



F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project

CAPTEC Engineering, Inc.
Civil Engineering Professionals

20. EXAMPLE PROJECT KEY NUMBER: **9**

21. TITLE AND LOCATION *(City and State)*:

Barley Barber Swamp Recreational Boardwalk Review and Repair Recommendations, Martin County, FL

22. YEAR COMPLETED - PROFESSIONAL SERVICES: **2010**
YEAR COMPLETED - CONSTRUCTION *(If applicable)*: **N/A**

23a. PROJECT OWNER'S INFORMATION - PROJECT OWNER:

Treasured Lands Foundation, P.O. Box 2596, Stuart, FL 34995

23b. PROJECT OWNER'S INFORMATION - POINT OF CONTACT NAME: **Charles Barrowclough**

23c. PROJECT OWNER'S INFORMATION - POINT OF CONTACT TELEPHONE NUMBER: **772-647-9076**

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*:

Reviewed the existing condition of the ± 5300 L.F. boardwalk structure along with 2 pavilions and 2 restrooms located along the length of the boardwalk. CONSULTANT will collaborate on these efforts with a SUBCONSULTANT structural engineer and marine contractor in order to provide CLIENT with a more comprehensive overview of existing conditions and recommendations. Prepare a written report documenting observations made and outlining any recommendations for repair or maintenance of the boardwalk, restroom and pavilion structures and provide estimate of repair costs.

Prime Consultant PROJECT COST: **N/A**

25. RELEVANCE: Depicts CAPTEC's boardwalk observations and recommendations for repair.

FIRMS FROM SECTION INVOLVED WITH THIS PROJECT

(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
CAPTEC Engineering	Stuart, FL	Civil Engineer

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

CAPTEC Engineering, Inc.
Civil Engineering Professionals

20. EXAMPLE PROJECT KEY NUMBER: **10**

21. TITLE AND LOCATION *(City and State)*:
Haney Creek, Stuart, FL

22. YEAR COMPLETED - PROFESSIONAL SERVICES: **2003**
YEAR COMPLETED - CONSTRUCTION *(If applicable)*: **2005**

23a. PROJECT OWNER'S INFORMATION - PROJECT OWNER:
City of Stuart, 121 N.W. Flagler Ave., Stuart, FL 34994

23b. PROJECT OWNER'S INFORMATION - POINT OF CONTACT NAME: **Sam Amerson, PE**

23c. PROJECT OWNER'S INFORMATION - POINT OF CONTACT TELEPHONE NUMBER: **772-288-5331**

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*:
Developed a construction plan to rehydrate wetlands located along Baker Road (Arant Swamp) by directing stormwater discharges from Millennium Square, Felix Williams Middle School and the Pineapple Plantation / Vista Plantation developments. The system previously discharged into the Baker Road Ditch and directly to Haney Creek. Prepared construction plans based on current survey data, proposed wetland enhancements, a control structure and the necessary piping improvements. A South Florida Water Management District (SFWMD) Environmental Resources Permit (ERP) Amendment was required. Design / CEI were provided for a Parking Area with Restroom facilities/ pervious concrete paving areas and extension of water and sewer lines. CAPTEC completed the restoration of a wetland, walking trails and created a lake with littoral shelves.

Prime Consultant

PROJECT COST: **$ 5,000,000**

25.RELEVANCE: Demonstrates CAPTEC'S wetland restoration and public facility design, stormwater management, permitting, and CEI experience.

FIRMS FROM SECTION INVOLVED WITH THIS PROJECT

(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
CAPTEC Engineering	Stuart, FL	Civil Engineer

G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS											
26. NAMES OF KEY PERSONNEL (From Section E, Block 12)	27. ROLE IN THIS CONTRACT (From Section E, Block 13)	28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below before completing table. Place "X" under project key number for participation in same or similar role.)									
		1	2	3	4	5	6	7	8	9	10
Joseph W. Capra, PE	Quality Control	X	X	X	X	X	X	X	X	X	X
Harold Tourjee, Jr.	Project Design Manager	X	X	X	X		X	X	X	X	X
Chris Goetzfried, PE	Sr. Project Manager						X				
Scott Matteo, PE	Project Manager										
Dylan O'Berry, EI	Project Design Engineer										

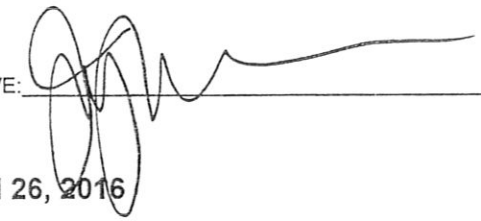
29. EXAMPLE PROJECTS KEY

NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)	NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)
1	City of Stuart Riverwalk Boardwalk Expansion	6	Gomez Park
2	Manatee Pocket Boardwalk	7	Twin Rivers
3	Port Salerno Boardwalk	8	Tropical Farms / Phipps Park
4	Woodstork Trail	9	Barley Barber Swamp Recreational Boardwalk Review
5	Eastern Watershed Improvement Project (EWIP)	10	Haney Creek

H. ADDITIONAL INFORMATION

29. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED:

9. AUTHORIZED REPRESENTATIVE
The foregoing is a statement of facts.

30. SIGNATURE OF AUTHORIZED REPRESENTATIVE: 

31. DATE SIGNED: **April 26, 2016**

32. NAME AND TITLE OF SIGNER: **Joseph W. Capra, PE – President**

PART II - GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

1.	SOLICITATION NUMBER *(If any)*:	2016056
2a.	FIRM (OR BRANCH OFFICE) NAME:	CAPTEC Engineering, Inc.
2b.	FIRM (OR BRANCH OFFICE) STREET:	301 NW Flagler Avenue
2c.	FIRM (OR BRANCH OFFICE) CITY:	Stuart
2d.	FIRM (OR BRANCH OFFICE) STATE:	FL
2e.	FIRM (OR BRANCH OFFICE) ZIP CODE:	34994
3.	YEAR ESTABLISHED:	1996
4.	DUNS NUMBER:	969867027
5a.	OWNERSHIP - TYPE:	CORPORATION
5b.	OWNERSHIP - SMALL BUSINESS STATUS:	Small Business Enterprise (see attached)
6a.	POINT OF CONTACT NAME AND TITLE:	Joseph W. Capra, PE - Principal
6b.	POINT OF CONTACT TELEPHONE NUMBER:	772.692.4344
6c.	POINT OF CONTACT E-MAIL ADDRESS:	jcapra@gocaptec.com

7. NAME OF FIRM *(If block 2a is a branch office)*:

8a. FORMER FIRM NAME(S) *(If any)* N/A	8b. YR. ESTABLISHED	8c. DUNS NUMBER

9. EMPLOYEES BY DISCIPLINE

a. Function Code	b. Discipline	c(1). No. of Employees - Firm	c(2). No. of Employees - Branch
02	Administrative	5	5
08	CADD Technician	7	7
12	Civil Engineer	5	5
15	Construction Inspector	3	3
	Total	20	

10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

a. Profile Code	b. Experience	c. Revenue Index
C10	Commercial, low rise	1
C15	Construction Management	1
C18	Cost Estimating	1
D04	Design-Build	1
H07	Highways	3
H11	Housing - Multi-Family	3
I01	Industrial	2
001	Office Buildings	2
P04	Pilelines (Gas)	3
P06	Planning	1
S11	Sustainable Design	1
S13	Stormwater Facilities	3
U02	Urban Renewal	1
W02	Water Resources	2
W03	Water Supply	2

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

1. Less than $100,000
2. $100,000 to less than $250,000
3. $250,000 to less than $500,000
4. $500,000 to less than $1 million
5. $1 million to less than $2 million
6. $2 million to less than $5 million
7. $5 million to less than $10 million
8. $10 million to less than $25 million
9. $25 million to less than $50 million
10. $50 million or greater

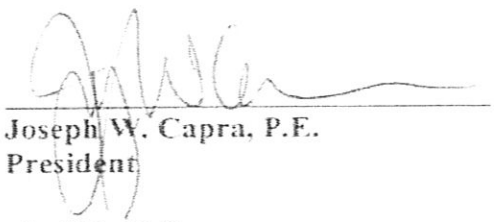
ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS
(Insert revenue index number shown above)

11a. Federal Work: 1

11b. Non-Federal Work: 6

11c. Total Work: 6

AUTHORIZED REPRESENTATIVE. The foregoing is a statement of facts.

12a. SIGNATURE: 

Joseph W. Capra, P.E.
President

12b. DATE SIGNED: April 26, 2016

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

REGISTERED VENDOR NO.: 102666

August 19, 2013

CERTIFICATION EXPIRATION DATE
August 19, 2016

Ms. Patricia Capra, Vice President
CAPTEC Engineering Inc.
301 NW Flagler Avenue
Stuart, FL 34994

Dear Ms. Capra:

Congratulations, the South Florida Water Management District (District) has certified your firm as a Small Business Enterprise (SBE). This certification is valid for three (3) years and may **only** be applied when business is conducted in the following area(s):

Professional Engineering Consulting Services

Your submittal of bids or proposals to supply other products or services outside of the specialty area(s) noted above will not count toward SBE participation. If you require certification in other specialty areas, please contact the Procurement Bureau, SBE Section, for additional information.

Renewal is required every three (3) years and should be requested a minimum of 45 days prior to the above expiration date.

If any changes occur within your company during the certification period such as ownership, affiliate company status, address, telephone number, licensing status, gross revenue, or any information that relates to your SBE Certification status, you must notify this office in writing immediately. It is imperative that we maintain current information on your company at all times. *FAILURE TO REPORT CHANGES MAY RESULT IN DECERTIFICATION.*

Certification is not a guarantee that your firm will receive work, nor an assurance that your firm will remain in the District's vendor database.

We look forward to a mutually beneficial working relationship.

Sincerely,

Colleen M. Robbs

Colleen M. Robbs
Sr. Compliance Specialist
Procurement Bureau

/cr

YOUR TRIP TO:

73 SW Flagler Ave, Stuart, FL 34994

17 MIN | 9.0 MI

Trip time based on traffic conditions as of 2:20 PM on April 27, 2016. Current Traffic: Heavy

1. Start out going **east** on Robert E Eastman Dr toward SW Airoso Blvd.

Then 0.07 miles — 0.07 total mile

2. Turn **right** onto SW Airoso Blvd.

SW Airoso Blvd is just past Robert E Eastman Dr.

If you are on SE Airoso Blvd and reach SE Deacon Ave you've gone a little too far.

Then 0.14 miles — 0.20 total mile

3. Turn **left** onto SW Port St Lucie Blvd/FL-716.

Then 3.31 miles — 3.51 total mile

4. Turn **right** onto S US Highway 1/US-1 S/FL-5. Continue to follow US-1 S/FL-5.

US-1 S is 0.2 miles past SE Delano Rd.

If you are on SE Mariposa Ave and reach SE Lennard Rd you've gone about 0.2 miles too far.

Then 5.36 miles — 8.87 total mile

5. Turn **left** onto SW Joan Jefferson Way.

Basil Garden is on the corner.

If you reach SW 3rd St you've gone a little too far.

Then 0.11 miles — 8.98 total mile

6. Enter next roundabout and take the 3rd exit onto SW Saint Lucie Ave.

Then 0.06 miles — 9.03 total mile

7. Turn **right** onto SW Flagler Ave.

Osceola Street Cafe is on the corner.

If you reach SW Osceola St you've gone a little too far.

Then 0.01 miles — 9.05 total mile

8. 73 SW FLAGLER AVE is on the **left**.

If you reach S Colorado Ave you've gone about 0.1 miles too far.

se of directions and maps is subject to our Terms of Use. We don't guarantee accuracy, route conditions or usability. You assume all risk of use.

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7F
Meeting Date: 5/23/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager
Patricia Roebling, PE, Assistant City Manager-City Engineer
James Angstadt, Director of Public Works
Cheryl Shanaberger, Director, Procurement Management Dept.

FROM: Sherri Hawes, Buyer, Procurement Management Department

Agenda Item: Motion: Contract #20150053 Installation & Maintenance of Traffic Signal and Street Lighting

Submittal Date: 5/11/2016

STRATEGIC PLAN LINK: Goals 2020 – Goal #4 Improved Mobility within Port St. Lucie, Objective: Maintain reasonable traffic flow in and through Port St. Lucie.

BACKGROUND: The Public Works Department is responsible for the maintenance and repair of signalized intersections and pedestrian lighting throughout the City. The additional items will allow the department to expand the ability to manage and utilize the existing equipment in the field. Fiber Optic and ITS items are being added to assist in the rehabilitation of the aging traffic signal infrastructure and will enhance specific pedestrian crossings for residents with disabilities. The selected Contractor will perform scheduled signal rehabilitation, repair and replace pedestrian and vehicular lighting, and assist in emergency situations.

ANALYSIS: Staff has reviewed the proposal for the additional items and would like to add these items as an Amendment #2 to the Contract with Traffic Control Devices, Inc.

FINANCIAL INFORMATION: $120,000.00 annually (estimated) is available in various Public Works funds.

LEGAL INFORMATION: Reviewed by Ella Gilbert on May 4, 2016 and approved as to form.

STAFF RECOMMENDATION: Approval of Amendment #2 to Contract # 20150053 with Traffic Control Devices, Inc., for the unit prices submitted for Amendment #2. The time period for this Contract is a continuing Contract unless amended or cancelled by the City. The Contract will automatically renew each year provided both parties are in agreement and there are no changes to the terms and conditions. Price escalations will be considered at the time of the renewal only and shall be documented with written verification of industry price increases.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 5/23/2016

LOCATION OF PROJECT: Various locations throughout the City

ATTACHMENTS: Amendment #2, Proposal

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

RECEIVED
MAY 16 2016
CITY MANAGER'S OFFICE

Contract #20150053 Amendment #2

Contract # 20150053 Amendment # 2 Date:

Contract Title: Installation & Maintenance of Traffic Signals & Street Lighting

Contractor's Name: Traffic Control Devices, Inc.

Current Expiration: This is a continuing Contract

The following modifications to the terms and conditions are hereby incorporated and made a part of the Contract indicated above. All other terms and conditions of the original contract and /or Addenda are unchanged, with the exception that the City's performance and obligation to pay Is contingent upon an annual appropriation by the City Council. The Contractor agrees that, in the event such appropriation is not forthcoming, the City may terminate this Contract and that no changes, penalties or other costs shall be assessed.

The following items are hereby incorporated and made a part of the Contract # 20150053.

Line #	Item #	Item Description	Unit	Unit Price
400	400	Foreman Regular Hourly Rate	MH	$ 84.25
409	409	Laborer Regular Hourly Rate	MH	$ 25.50
410	410	Signal Cable (7 Conductor – F&I)	LF	$ 2.60
411	411	Traffic Controller Assembly	AMBY	$ 425.00
412	412	Terminal Block F&I	EACH	$ 68.75
413	413	Proofing Existing Conduit Per Intersection	INT	$ 260.00
425	425	Internally Illuminated Sign, F&I Up to 12 SF	EACH	$ 5,790.00
426	426	Internally Illuminated Sign, F&I 12-18 SF Internally Illuminated Sign, Furnish &Install, 12-18 SF	EACH	$ 6,820.00
427	427	Pedestrian Detector-Accessible, F&I Pole or Controller Cabinet Mounted Detector Station & Sign	EACH	$ 5,030.00
428	428	632-7 (9-Conductor F&I)	LF	$ 3.20
429	429	Install Only 110 V Electrical Outlets on City Maintained Facilities/Utilities	EACH	$ 175.00
455	455	Traffic Cabinet Uninterruptible Power Source Network Interface Device F&I	EACH	$ 680.50
456	456	TC-UP Network Interface Device Install Only	EACH	$ 450.00
457	457	Traffic Cabinet UPS Monitory System F&I	EACH	$ 1,280.00
458	458	RuggedCom Rx 1500 F&I	EACH	$10,300.00
459	459	RuggedCom RS416 F&I	EACH	$ 5,860.00
460	460	Bosch Z440 Traffic Monitoring Station F&I	EACH	$ 6,955.00
461	461	Bosch DL380G9 Traffic Monitory Device F&I	EACH	$ 9,010.00

Line #	Item #	Item Description	Unit	Unit Price
462	462	Fiber Optic Cross Connect As-Built Diagrams Furnish Only	EACH	$ 1,715.00
463	463	Brocade ICX 6610 24F F&I	EACH	$10,715.00
464	464	RuggedCom Switch 2200 8 Port Install Only	EACH	$ 1,265.00
465	465	Brocade ICX 6610 24F Install Only	EACH	$ 1,265.00
466	466	Technician Hour	HR	$ 115.00
467	467	RuggedCom Rx 5000 F&I	EACH	$26,135.00

*Notes:
Items 460 Bosch Z440 TMS and Bosch DL380G9 TMD include furnish and installing. No mapping or programming field device is included in these items. If needed then item 466 Technician hours will be paid

2. All other line items remain the same unit price.

3. All other terms and conditions of the original Contract and/or Addenda remain in full force effect.

(balance of page is left intentionally blank)

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

CITY OF PORT ST. LUCIE FLORIDA

By: _____
Jeffrey Bremer, City Manager

By:_____
Authorized Representative of Traffic Control Devices, Inc.

State of:_____

County of:_____

Before me personally appeared: _____)
(please print)

Please check one:

Personally known _____

Produced Identification: _____
(type of identification)

and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that _____ 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*)

TRAFFIC CONTROL DEVICES, INC.

Corporate Office
242 North Westmonte Drive
Altamonte Springs, Fl 32714

Phone - 407.869.5300
Fax - 407.682.0076
www.TCD-USA.com

Local Offices
Altamonte Springs, FL
Clermont, FL
Deland, FL
Jacksonville, FL
Pompano, FL
Punta Gorda, FL
Rockledge, FL
Sarasota, FL
Tampa, FL
Dallas, TX
Houston, TX
San Antonio, TX
Salisbury, NC

To:	City Of Port St. Lucie	**Contact:**	Paul Johnson
Address:	121 SW PORT ST., OFFICE OF MANAGEMENT & BUDGET 3RD FL STE 390 BLDG A Port St. Lucie, FL 34984-5099	**Phone:** **Fax:**	
Project Name:	15043000-2 Additional Items To Be Added To Original Contract	**Bid Number:**	20150053
Project Location:	Various, City Of Port St. Lucie, FL	**Bid Date:**	4/27/2016

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
*400	*400	Foreman Regular Hourly Rate	1.000	MH	$84.25	$84.25
*409	*409	Laborer Regular Hourly Rate	1.000	MH	$25.50	$25.50
*410	*410	Signal Cable (7 Conductor - F&I)	1.000	LF	$2.60	$2.60
*411	*411	Traffic Controller Assembly	1.000	AMBY	$425.00	$425.00
*412	*412	Terminal Block F&I	1.000	EACH	$68.75	$68.75
*413	*413	Proofing Existing Conduit Per Intersection	1.000	INT	$260.00	$260.00
*425	*425	Internally Illuminated Sign, F&I Up To 12 SF	1.000	EACH	$5,790.00	$5,790.00
*426	*426	Internally Illuminated Sign, F&I 12-18SFINTERNALLY ILLUMINATED SIGN, FURNISH & INSTALL, 12-18 SF	1.000	EACH	$6,820.00	$6,820.00
*427	*427	Pedestrian Detector-Accessible, F&I Pole Or Controller Cabinet Mounted Detector Station & Sign	1.000	EACH	$5,030.00	$5,030.00
*428	*428	632-7 (9-Conductor F&I)	1.000	LF	$3.20	$3.20
*429	*429	INSTALL ONLY 110V Electrical Outlets On City Maintained Facilities/Utilities	1.000	EACH	$175.00	$175.00
*455	*455	Traffic Cabinet Uninterruptible Power Source Network Interface Device F&I	1.000	EACH	$680.50	$680.50
*456	*456	TC-UPS Network Interface Device Install Only	1.000	EACH	$450.00	$450.00
*457	*457	Traffic Cabinet UPS Monitory System F&I	1.000	EACH	$1,280.00	$1,280.00
*458	*458	RuggedCom Rx 1500 F&I	1.000	EACH	$10,300.00	$10,300.00
*459	*459	RuggedCom RS416 F&I	1.000	EACH	$5,860.00	$5,860.00
*460	*460	Bosch Z440 Traffic Monitoring Station F&I	1.000	EACH	$6,955.00	$6,955.00
*461	*461	Bosch DL380G9 Traffic Monitory Device F&I	1.000	EACH	$9,010.00	$9,010.00
*462	*462	Fiber Optic Cross Connect As-Built Diagrams Furnish Only	1.000	EACH	$1,715.00	$1,715.00
*463	*463	Brocade ICX 6610 24F F&I	1.000	EACH	$10,715.00	$10,715.00
*464	*464	RuggedCom Switch 2200 8 Port Install Only	1.000	EACH	$1,265.00	$1,265.00
*465	*465	Brocade ICX 6610 24F Install Only	1.000	EACH	$1,265.00	$1,265.00
*466	*466	Technician Hour	1.000	HR	$115.00	$115.00
*467	*467	RuggedCom Rx 5000 F&I	1.000	EACH	$26,135.00	$26,135.00

Total Bid Price: $94,429.80

Notes:

- This proposal is a unit price proposal. The total sum is an approximate sum based on the estimated quantities on the attached proposal (which is an integral part of this proposal) at the unit prices depicted thereon. The final contract amount of any contract resulting from this proposal shall be based on the quantities actually installed and field verified by the Owner's architect/engineer at these unit prices.
- This proposal is for additional items that the City of Port St. Lucie would like to add to the existing maintenance contract.
- Items 460 Bosch Z440 TMS and Bosch DL380G9 TMD included furnish and installing. No mapping or programing field devices is included in these items. If needed than item 466 Technician hours will be paid.

Payment Terms:

Payments are to be made to us by the tenth day of the month for all work installed and materials placed on the job site during the preceding month.

Final Payment including retainage, if any, will be due not more than thirty (30) days after completion and acceptance of the work. Any contract resulting from this proposal shall be on the terms and conditions mutually acceptable to the Purchaser and Traffic Control Devices, Inc.

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. **Buyer:** _____ **Signature:** _____ **Date of Acceptance:** _____	**CONFIRMED:** **Traffic Control Devices, Inc.** Donna M. Hutchins **Authorized Signature:** **Estimator:** Donna M. Hutchins 407-869-5300 ext. 130 d.hutchins@tcd-usa.com

COUNCIL ITEM 8A
DATE 5/23/16

COUNCIL ITEM 10A
DATE 5/9/16

ORDINANCE 16-22

AN ORDINANCE OF THE CITY OF PORT ST. LUCIE, APPROVING THE PUBLIC SAFETY RADIO TOWER SITE LEASE AGREEMENT WITH ST. LUCIE COUNTY FOR THE CONSTRUCTION, MAINTENANCE AND USE OF FIVE ACRES OF CITY-OWNED PROPERTY DESCRIBED AS THE MCCARTY RANCH EXTENSION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port St. Lucie ("City") is the owner in fee simple of a parcel of land located in St. Lucie County ("County"), Florida; and

WHEREAS, the County seeks approval to construct a complete 800 MHZ Trunked Radio System ("Radio System") for use by the County, the City of Port St. Lucie, Martin County, and all law enforcement/public safety agencies within St. Lucie and Martin Counties; and

WHEREAS, the City has agreed to lease a portion of the property known as the McCarty Ranch Extension to the County for use as a tower site for the 300' Radio Tower.

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

Section 1. The City Council of the City of Port St. Lucie hereby ordains that the use of City-owned property for a Radio Tower benefits the residents of the City of Port St. Lucie and the public.

Section 2. That the City of Port St. Lucie City Council hereby approves the use of the City owned property for the construction and maintenance of a Radio Tower Site Lease Agreement, in substantially the form attached hereto as Exhibit "A."

Section 3. The City Manager or his designee is hereby authorized to execute the Lease Agreement and all documents associated with the access, construction or maintenance of the Lease Agreement.

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

Prepared by and return to:
Stefanie Beskovoyne, Esq.
City of Port St. Lucie Legal Dept.
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984
Site Name: McCarty Extension
Location: Port St. Lucie, Florida

RADIO TOWER SITE LEASE AGREEMENT

THIS LEASE is entered into this _____ day of _____, 2016, by and between the CITY OF PORT ST. LUCIE, a Florida municipal corporation (the "City"), and ST. LUCIE COUNTY, FLORIDA, a political subdivision of the State of Florida (the "County").

WHEREAS, the City is the owner in fee simple of a parcel of land located in St. Lucie County, Florida, legally described and shown on the attached Exhibit "A"; and

WHEREAS, the County is constructing a complete 800 MHZ Trunked Radio System (the "Radio System") for use by the County, the City of Port St. Lucie, Martin County, and all law enforcement/public safety agencies within St. Lucie and Martin Counties; and

WHEREAS, the City has agreed to lease a portion of the property shown on Exhibit "B" to the County for use as a tower site for the Radio System; and

NOW THEREFORE, in consideration of the mutual covenants set forth herein the parties agree as follows:

1. LEASED PROPERTY. The City leases to the County and the County leases from the City, a parcel of real property for the installation, operation, and maintenance of a 800 MHZ public safety governmental communication facility including a tower and associated equipment shelter (collectively, the "Tower"). Said parcel located at the McCarty Ranch Extension and is described in and shown on Exhibit "B" attached hereto and incorporated herein, shall be hereinafter referred to as the "Leased Premises."

2. TERMS AND RENEWALS. The initial term of the Lease shall be 30 years from the first date written above. Thereafter, the County shall have the option to extend the term of the Lease for four additional terms of five years each on the same terms and conditions as described in this Lease. In order to exercise this option, the County shall give the City 180-days written notice prior to the expiration of the then current term.

3. RENT. The County shall pay the City as rent for the Leased Premises each year during the term of this Lease the sum of $2,500.00. Rent payments to the City shall be made in advance. The initial rent payment shall be due within 15 days of the execution of this Lease by both parties. Thereafter, rent payments shall be due on or before each one year anniversary of this Lease.

4. COUNTY IMPROVEMENTS & PLANS.

a) Improvements. The County may improve the Leased Premises by constructing a communications tower not to exceed 300 feet and ancillary support facilities and equipment structures (previously defined as the "Tower") on the Leased Premises. Antenna installations must meet all local, state, and national code standards including height and wind loading requirements. Prior to commencing construction, the County shall submit plans and specifications for all improvements to the City for the City's written approval, such approval not to be unreasonably withheld. No improvement, construction, installation or alteration shall be commenced until plans for such work have been approved by the City and all necessary permits have been properly issued.

b) Prior to commencing construction, the County shall also provide the City with (i) the name of the contractor that will be constructing the improvements, and (ii) a certificate of insurance from the contractor evidencing coverage in accordance with standard City insurance requirements for similar construction projects on City property. The contractor is subject to the prior written approval of the City, such approval not to be unreasonably withheld. All improvements shall be constructed in a workmanlike manner without the attachment of any liens to the Leased Premises and shall be completed in compliance with all applicable laws, rules, ordinances and regulations.

c) In the event of a natural or manmade disaster, in order to protect the health, welfare, and safety of the community, the County may erect additional facilities, and install additional equipment on a temporary basis on the Leased Premises or at such other location as agreed to by the City in writing, to insure continuation of service. Such temporary service shall not exceed ninety (90) days without the written approval of the City.

5. USE OF LEASED PREMISES. The County shall use the Leased Premises for the construction, maintenance, and operation of a Tower for governmental public safety purposes, and for no other purpose. The County shall, at its expense, comply with all present and future federal, state and local laws, ordinances, rules and regulations (including but not limited to laws and ordinances relating to health, safety, radio frequency emissions and radiation) in connection

with the use, operation, maintenance, construction and/or installation of the Leased Premises

6. FITNESS FOR USE. By taking possession of the Leased Premises, the County accepts the Leased Premises in the condition existing as of the commencement date. The City makes no representation or warranty with respect to the condition of the Leased Premises and the City shall not be liable for any latent or patent defect in the Leased Premises including but not limited to environmental issues.

7. REMOVAL OF EQUIPMENT UPON TERMINATION. The Tower and any prefabricated buildings shall remain the property of the County and the County shall, at the City's request, remove the Tower and prefabricated buildings upon termination of the Lease. Such removal shall be done in a workmanlike and careful manner and without interference or damage to any other equipment, structures or operations on the Leased Premises, including use of the Leased Premises by the City or any of the City's assignees or lessees. If, however, the County requests permission not to remove all or a portion of the Tower and/or prefabricated buildings, and the City consents to such non-removal, title to the Tower and/or prefabricated buildings shall thereupon transfer to the City and the same thereafter shall be the sole and entire property of the City, and the County shall be relieved of its duty to otherwise remove same. All other alterations, improvements and structures located or constructed on the Leased Premises (except for movable equipment and trade fixtures), shall become the property of the City upon termination of the Lease, except that the City may, by written notice to the County, require the County to remove all such improvements upon termination of the Lease. Any personal property, equipment or other improvements which are not removed prior to the effective date of termination of this Lease shall become the property of the City, at the City's option.

a) Upon removal of the improvements (or portions thereof) as provided above, the County shall restore the affected area of the Leased Premises to the reasonable satisfaction of the City.

b) All costs and expenses for the removal and restoration to be performed under this Section shall be borne by the County, and the County shall hold the City harmless from any portion thereof.

c) Any obsolete or unused tower shall be removed upon termination of this Lease Agreement or after twelve (12) months of non-use at the County's expense.

8. BONDING. Prior to commencing any construction on the Leased Premises, the County shall require the contractor building the Tower to post a public construction bond in form and with a surety company reasonably acceptable

to the City and in the amount of 100% of the construction cost as certified by the County's engineer of record, assuring that the improvements will be constructed without the attachment of any construction liens.

9. NET LEASE. The City shall not be required to make any expenditures of any kind in connection with this Lease or to make any repairs or improvements to the Leased Premises except for the City's own use of the Leased Premises, if any. The parties agree that this is a net Lease intended to assure the City the rent reserved on an absolute net basis. In addition to the Rent reserved above, the County shall pay to the parties entitled thereto all taxes, assessments, insurance premiums, maintenance charges, and any other charges, costs and expenses derived from the County' s use of the Leased Premises.

10. MAINTENANCE. The County shall, at its own expense, maintain the Leased Premises and all improvements in good working order, condition, and repair. The County shall keep the Leased Premises free of debris and anything dangerous, noxious or offensive which would create a hazard or undue vibration, heat, noise or interference. In order to minimize disruption to the surrounding area, normal maintenance and repair to the Leased Premises shall be restricted to the hours of 7:00 a.m. to 6:00 p.m., Monday through Friday, excluding legal holidays. Emergency maintenance and repairs to the Leased Premises may be conducted as reasonably necessary. The County shall notify the City as soon as reasonably practicable regarding off-hour emergency maintenance and repair activities on the Leased Premises.

The County agrees that should it fail to maintain the site building and fenced-in area, the City may provide such lawn and building maintenance as may be required and charge the County a fair market price for any services provided.

11. ACCESS.

A revocable license is granted to the County and its agents for pedestrian and vehicular ingress and egress for the construction and maintenance of the Tower from the private access gate at Range Line Road.

a) By the County. The City agrees that during the term of this Agreement, or its extensions, the County shall have reasonable ingress and egress on a 24-hour basis to the Leased Premises for the purpose of maintenance, installation, repair and removal of its communications equipment. It is agreed, however, that only authorized engineers, agents or employees of the County, or persons under the County's direct supervision, will be permitted to enter said Leased Premises to install, remove and/or repair Communications Equipment.

b) By City. The City and its agents shall have the right to enter the property at reasonable times to examine and inspect the Leased Premises. The City will

notify the County in advance of its need to enter the Leased Premises and the City will arrange for personnel of the County to be present; except however, in the case of an emergency whereupon notification shall be given as soon as possible.

12. UTILITIES. The County shall be solely responsible for and promptly pay all charges for electricity, telephone and any other utility used or consumed by the County on the Leased Premises. The City shall advise the County of and fully cooperate with any Utility Company requesting an easement over and across the Leased Premises or other lands owned by the City, in order that such Utility Company may provide service to the County. The County shall have an electrical current meter installed at the Leased Premises. The cost of such meter and of installation, maintenance and repair thereof shall be paid by the County. The City and any Other Provider shall be responsible for their charges for electricity, telephone and any other utility.

13. LICENSE FEES. The County shall pay, as they become due and payable, all fees, charges, taxes and expenses required for license and/or permits required for or occasioned by the County' s use of the Leased Premises.

14. DEFAULTS AND REMEDIES. It shall be a default of this Lease, if either party defaults in the performance of a covenant or condition of this Lease and does not cure such default within thirty (30) days from receipt of written notice from the other party specifying the default. In instances where a default cannot reasonably be cured within (30) days from the receipt of written notice, the party receiving the notice shall not be deemed to be in default if that party commences to cure the default within the thirty (30) day period and thereafter, diligently pursues such cure to completion.

15. DAMAGE OR DESTRUCTION. If the Tower support facilities, or any portion of the Tower is destroyed or damaged so as to materially hinder effective use of the Tower through no fault or negligence of the County, the County may repair the damage or elect to terminate this Lease upon thirty (30) days' written notice to the City. In such event, and at the City's request, the County shall promptly remove the Tower from the Leased Premises and the parties shall proceed as set forth in paragraph 7 above. This Lease (and the County's obligation to pay rent) shall terminate upon the County's fulfillment of the obligations set forth in the preceding sentence, at which termination the County shall be entitled to the reimbursement of any Rent prepaid by the County. The City shall have no obligation to repair any damage to any portion of the Leased Premises.

16. INDEMNIFICATION.

a) Disclaimer of Liability. The City shall not at any time be liable for injury or damage occurring to any person or property from any cause

whatsoever arising out of the County's construction, maintenance, repair, use, operation, condition or dismantling of the Leased Premises except for any such injury or damage directly caused by the City's negligence or intentional act.

b) Indemnification. Subject to the provision of Section 768.28, Florida Statutes, and without limiting any rights the County may have under statutory or common law sovereign immunity or other applicable law, the County agrees to indemnify and hold harmless the City from and against any actions at law to recover damages in tort for money damages for injury or loss of property, personal injury, or death arising out of this Lease and caused by the negligent or wrongful act or omission of any employee of the County while acting within the scope of his or her office or employment under circumstances in which the County, if a private person, would be liable to the claimant, in accordance with the general laws of the State of Florida.

17. HOLDING OVER. Any holding over after the expiration of the term hereof, with the consent of the City, shall be construed to be a tenancy from month to month, and shall otherwise be for the term and on the conditions herein specified, so far as applicable.

18. TESTS. The County is hereby given the right to survey, radio coverage test, and conduct any other investigations needed to determine if the location of the Leased Premises is suitable for construction and installation of its Tower and ancillary equipment throughout the term of this Agreement.

19. ZONING AND PERMITTING. The City acknowledges that, following the execution of this Lease, the County will be contacting the appropriate local governmental agencies for the purpose of the County obtaining all building permits and approvals, zoning changes and/or approvals, variances, use permits and other governmental permits and approvals ("Local Permits") necessary for the construction, operation and maintenance of a radio communications facility and related antennas, cables, conduits, wires and electronic and other equipment on the Leased Premises. The City agrees to fully cooperate with the County in obtaining the Local Permits and, without limiting the generality of the foregoing, to execute any applications, maps, certificates or other documents that may be required in connection with the Local Permits.

20. APPROVAL AND CONSENT BY PARTIES. Whenever under this Lease, the consent or approval of either party is required or a determination must be made by either party, no such consent or approval shall be unreasonably withheld or delayed, and all such determinations shall be made on a reasonable basis and in a reasonable manner. Nothing herein shall be construed, however, to commit the City in advance to the approval of any development or permit approvals, including but not limited to zoning approvals or building permits.

21. SAFE INSTALLATION AND OPERATION OF EQUIPMENT. The County covenants and agrees that all Communications Equipment, its installation, operation and maintenance will:

a) Not irreparably damage any existing City building or structure and accessories thereof.

b) Not interfere with City facilities or equipment.

c) Comply with all applicable codes, laws, rules and regulations of the Federal Communications Commission ("FCC"), the Federal Aviation Administration ("FAA"), the City, the County and the State of Florida and any other applicable law, rule or regulation which now, or in the future, exists.

22. QUIET ENJOYMENT. The City covenants that if the County pays the rent and performs its obligation under this Lease, neither the City nor any party acting on behalf of the City will disturb the County's quiet enjoyment of the Leased Premises subject to the terms of this Lease.

23. PARAGRAPH HEADINGS. Paragraph captions and headings are for convenience of reference only and in no way shall be used to construe or modify the provisions set forth in this Agreement.

24. INTERPRETATION AND ENFORCEMENT. This Lease and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Florida and venue, for all purposes shall be in St. Lucie County, Florida.

25. ATTORNEY'S FEES AND COSTS. In connection with any enforcement action to enforce the provisions and the rights granted by this Lease, or should litigation arise out of this Lease, the prevailing party, whether the City or the County, shall be entitled to recover all expenditures including reasonable attorney's fees and legal assistant fees for services rendered in connection therewith, including appellate proceedings and post judgment proceedings

26. MEDIATION. In the event of a dispute between the parties in connection with this Contract, the parties agree to submit the disputed issue or issues to a mediator for non-binding mediation prior to filing a lawsuit. The parties shall agree on a mediator chosen from a list of certified mediators available from the Clerk of Court for St. Lucie County. The fee of the mediator shall be shared equally by the parties. To the extent allowed by law, the mediation process shall be confidential and the results of the mediation or any testimony or argument introduced at the mediation shall not be admissible as evidence in any subsequent proceeding concerning the disputed issue.

27. NOTICES. Any notice, payment, demand, or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be deemed to have been delivered and given for all purposes, whether or not the same is actually received, if sent by registered or certified mail, postage and charges prepaid, and addressed to the parties at the following addresses:

As to Port St. Lucie:	With a copy to:
City of Port St. Lucie City Manager City of Port St. Lucie 121 SW Port St. Lucie Boulevard Port St. Lucie, Florida 34984	City of Port St. Lucie Attorney City of Port St. Lucie 121 SW Port St. Lucie Boulevard Port St. Lucie, Florida 34984
As to County:	With a copy to:
St. Lucie County Administrator 2300 Virginia Avenue Fort Pierce, Florida 34982	St. Lucie County Attorney 2300 Virginia Avenue Fort Pierce, Florida 34982

or to such other address as the parties may from time to time specify by writing. Any such notice may at any time be waived by the person entitled to receipt of such notice.

28. SEVERABILITY. If any paragraph, section, provision, sentence, clause, or portion of this Agreement, or any application thereof to any person or circumstance, is determined to be illegal, invalid or unenforceable, such determination shall in no way affect the legality, validity or enforceability of any other paragraph, section, provision, sentence, clause or portion of this Agreement, or any different application of the affected portion. And any such affected portion or provision shall be modified, amended, or deleted to the extent possible, permissible and necessary to give the fullest effect to the purposes of the parties and of this Agreement the unaffected portions of which shall be enforced to the fullest extent permitted by law; and the parties hereby declare that they would have agreed to the remaining portions or applications of this Agreement if they had known that such affected provisions or portions thereof would be determined to be illegal, invalid, or unenforceable.

29. SUBLETTING TRANSFER OR ASSIGNMENT OF ENTIRE SITE. The County may not, without the express written consent of the City, assign this Lease Agreement or, sublet, lease, or assign total site management responsibility or any rights conveyed under this Lease.

30. ENTIRE AGREEMENT AND BINDING EFFECT. This Lease and any attached exhibits signed and initialed by the parties constitutes the entire Lease

between the City and the County, no prior written or contemporaneous or subsequent oral promises or representations shall be binding. This Lease shall not be amended or changed except by written instrument signed by both parties hereto. The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties, but this provision shall in no way alter the restriction hereon in connection with assignment subletting by the County.

31. RECORDING; TITLE INSURANCE. The City and the County agree that this Lease Agreement will be forwarded for recording in the Official Records for St. Lucie County, Florida, and the parties agree to take such actions as may be necessary to permit such recording. The County, at the County's option and expense, may obtain title insurance on the Leased Premises. The City shall cooperate with the County's efforts to obtain such title insurance by executing documents or, at the County's expense, obtaining documents required by the title insurance company. If title is found to be defective, the County reserves the right to terminate this Lease Agreement. Upon such termination, the County shall have no further obligations under this Lease Agreement except for those obligations which the parties have agreed will survive the termination of the Lease Agreement.

32. NON-WAIVER. The rights and remedies of the parties under this Lease shall be cumulative and the failure of either party to exercise properly any rights or remedy given hereunder shall not operate to forfeit any of the said rights or remedies nor shall the exercise of any right or remedy preclude the exercise of any other appropriate right or remedy.

33. INSURANCE. The City acknowledges that the County is a self-insured government entity. Thus, County shall use only insured contractors or subcontractors ("Contractors") for all installation, location, operation, maintenance, repair and/or use of their equipment on the Leased Premises. Insurance requirements for the County's Contractors are contained in Exhibit "C" attached hereto and are incorporated herein by this reference.

34. TERMINATION. After Twenty (20) years of the initial term of this Lease Agreement have elapsed, the City may cancel this Lease Agreement with One Hundred Twenty (120) days advance written notice without further obligation or liability if City decides the Tower unreasonably interferes with the City's ability to provide service to its customers or there exists a safety concern or by breach of any other provision of this Lease Agreement. In the event of a termination under this paragraph, the City will utilize reasonable efforts to identify a comparable location on City-owned property upon which to relocate the Tower. The City and the County agree to share the costs of relocation in the event of a termination under this paragraph.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed in their respective names by their proper officials and under their official seals this _____ day of _____, 2016.

Signed, sealed and delivered in the presence of:

CITY OF PORT ST. LUCIE, a Florida municipal corporation

_____
Witness

By: _____
Jeffrey A. Bremer, City Manager

_____
Print Name

_____
Witness

_____
Print Name

STATE OF FLORIDA)
) ss
COUNTY OF ST. LUCIE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016 by Jeffrey A. Bremer, as City Manager of the City of Port St. Lucie, a Florida municipal corporation, on behalf of the City of Port St. Lucie. □ He is personally known to me.

_____
Notary Public

NOTARY SEAL/STAMP

_____
(Print Name of Notary)

Notary Public, State of _____
My Commission expires_____

APPROVED AS TO FORM
AND CORRECTNESS

BY: _____
Azlina Goldstein-Siegel, Interim City Attorney

Signed, sealed and delivered in the presence of:

ST. LUCIE COUNTY, a Florida political subdivision

_____
Witness

By: _____
Howard Tipton, County Administrator

_____
Print Name

_____
Witness

_____
Print Name

STATE OF FLORIDA)
) ss
COUNTY OF ST. LUCIE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016 by Howard Tipton, as County Administrator of St. Lucie County, a Florida political subdivision, on behalf of St. Lucie County. □ He is personally known to me.

_____
Notary Public

_____
(Print Name of Notary)

NOTARY SEAL/STAMP

Notary Public, State of _____

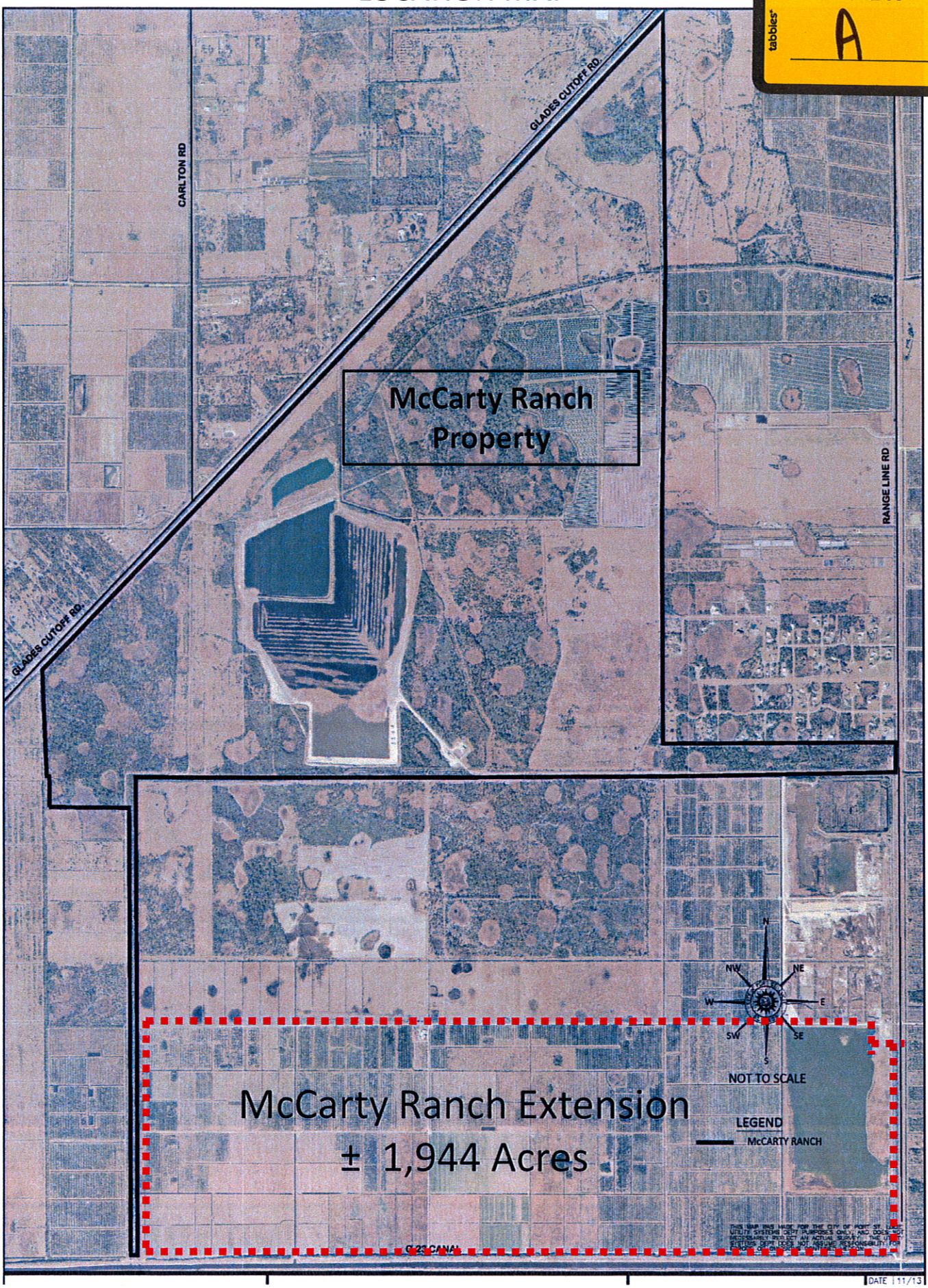
My Commission expires_____

APPROVED AS TO FORM
AND CORRECTNESS

BY: _____
Daniel McIntyre, County Attorney

LOCATION MAP

EXHIBIT
tabbies
A



McCarty Ranch Extension
(Indian River Grove South)

Parcel ID #s: 4236-111-0003-000-9;
4235-111-0001-000-2;
4234-111-0001-000-9; and
4233-111-0001-000-6

Legal Description from Survey and Schedule "A" of the Title Commitment

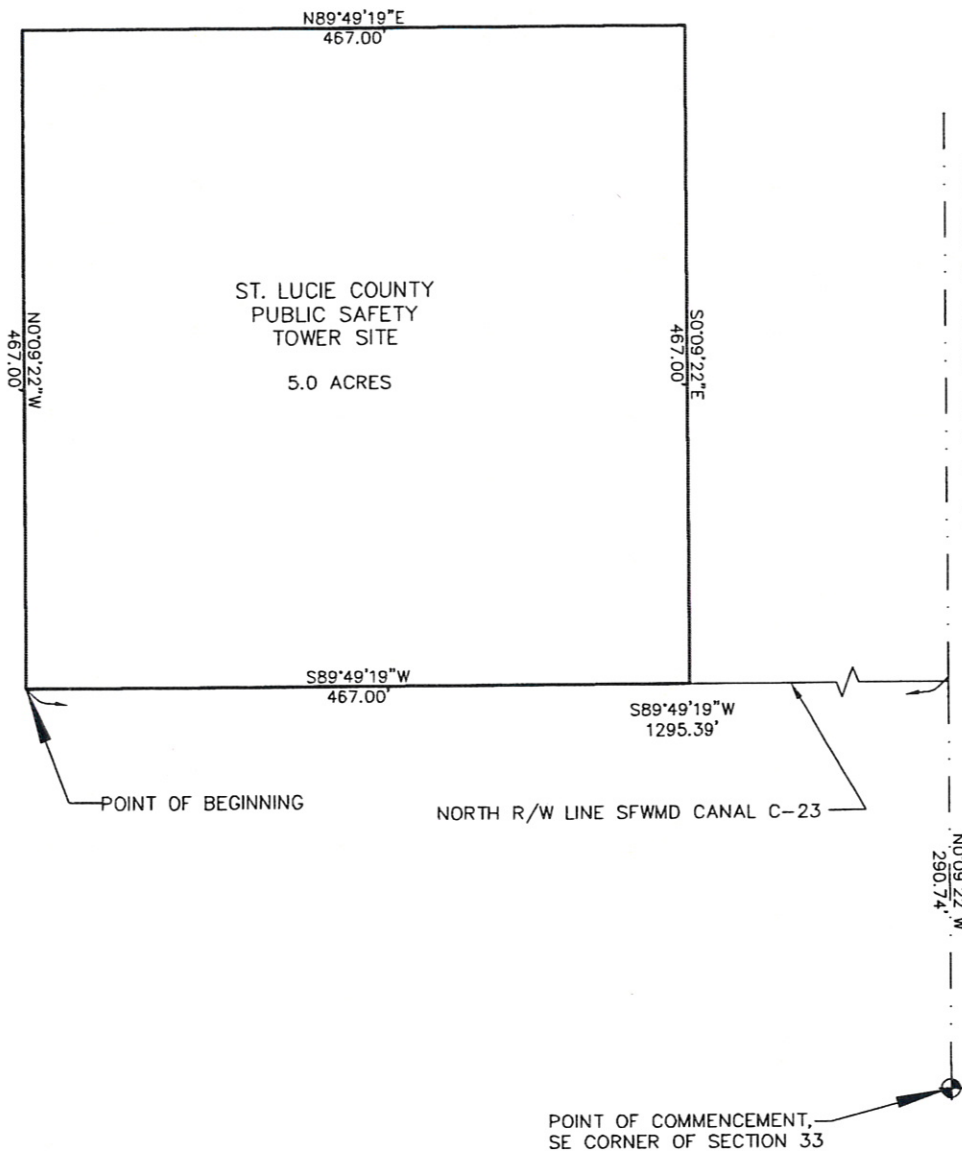
"A TRACT OF LAND BEING A PORTION OF TOWNSHIP 37 SOUTH, RANGE 38 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 36; THENCE NORTH 00°21'41" EAST ALONG THE EAST LINE OF THE SE 1/4 OF SECTION 36 FOR 309.00 FEET; THENCE NORTH 89°34'04" WEST 75.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF THAT RIGHT OF WAY DEED AS RECORDED IN OFFICIAL RECORDS BOOK 44, PAGE 292, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°34'04" WEST ALONG A LINE BEING THE NORTHERLY RIGHT OF WAY OF THE C-23 CANAL AS SET FORTH IN OFFICIAL RECORDS BOOK 165, PAGE 367, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA FOR A DISTANCE OF 10,517.41 FEET; THENCE SOUTH 89°49'19" WEST ALONG SAID RIGHT OF WAY PER QUIT CLAIM DEED OF RE-CONVEYED LANDS AS RECORDED IN OFFICIAL RECORDS BOOK 229, PAGE 19, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, FOR A DISTANCE OF 6538.15 FEET; THENCE NORTH 00°09'22" WEST PARALLEL TO THE EAST LINE OF SECTION 33 FOR 4965.02 FEET; THENCE SOUTH 89°13'01" EAST ALONG THE NORTH LINE OF SECTION 33 FOR A DISTANCE OF 1295.56 FEET TO THE NORTHEAST CORNER OF SAID SECTION 33; THENCE NORTH 89°41'27" EAST ALONG THE NORTH LINE OF THE NW 1/4 OF SECTION 34 FOR 2636.53 FEET; THENCE CONTINUE NORTH 89°41'27" EAST ALONG THE NORTH LINE OF THE NE 1/4 OF SECTION 34 FOR 2646.45 FEET; THENCE SOUTH 89°58'29" EAST ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 35 FOR A DISTANCE OF 2653.O5 FEET; THENCE CONTINUE SOUTH 89°58'29" EAST ALONG THE NORTH LINE OF NE 1/4 OF SECTION 35 FOR 2646.44 FEET; THENCE SOUTH 89°36'19" EAST ALONG THE NORTH LINE OF THE NW 1/4 OF SECTION 36 FOR 2647.93 FEET; THENCE SOUTH 89°36'19" EAST ALONG THE NORTH LINE OF THE NE 1/4 OF SECTION 36 FOR 2155.94 FEET; THENCE SOUTH 00° 31'24" WEST FOR 605.85 FEET; THENCE NORTH 82°49'40" EAST 422.72 FEET TO A POINT ON THE WEST RIGHT OF WAY OF THAT RIGHT OF WAY DEED AS RECORDED IN OFFICIAL RECORDS BOOK 44, PAGE 292, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE SOUTH 00°19'26" WEST ALONG A LINE 75 FEET WEST AND PARALLEL TO THE EAST RIGHT OF WAY LINE OF THE NE 1/4 OF SECTION 36 AND ALONG SAID RIGHT OF WAY FOR A DISTANCE OF 2040.43 FEET; THENCE SOUTH 00°21'41" WEST ALONG A LINE 75 FEET WEST OF AND PARALLEL TO THE EAST LINE OF THE SE 1/4 OF SECTION 36 AND ALONG SAID RIGHT OF WAY FOR A DISTANCE OF 2406.01 FEET TO THE POINT OF BEGINNING."

EXHIBIT

tabbies

B



0' 100'

SCALE: 1" = 100'

NOTE:
SEE SHEET 2 FOR
LEGAL DESCRIPTION.

THIS IS NOT A SURVEY

J:\Engineering\New File System\Survey Projects\16600 Land Lease Area Public Safety Tower Site Sketch & Legal - RH\Public Safety Lease Parcel.dwg, 2/22/2016 9:26:31 AM

SHEET NO. 1 OF 2 SHEETS PROJECT NO. 16600	SKETCH AND LEGAL DESCRIPTION OF LAND LEASE AREA PUBLIC SAFETY TOWER SITE	**BOARD OF COUNTY COMMISSIONERS** **SAINT LUCIE COUNTY, FLORIDA** PUBLIC WORKS DEPT., ENGINEERING DIVISION, SURVEY SECTION 2300 VIRGINIA AVE., FORT PIERCE, FLORIDA 34982	SURVEY R.K.K. 2/19/16 SURV. CHK. DRAWN S.R.M. 2/19/16 REVISIONS NO. DATE SUBJECT BY

LEGAL DESCRIPTION: LAND LEASE TOWER SITE

A PARCEL OF LAND LYING IN SECTION 33, T-37-S, R-38-E, ST. LUCIE COUNTY, FLORIDA. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 33, T-37-S, R-38-E; THENCE N 00° 09' 22" W ALONG THE EAST LINE OF SAID SECTION 33 A DISTANCE OF 290.74' TO A POINT ON THE NORTH RIGHT OF WAY LINE OF SFWMD CANAL C-23; THENCE S 89° 49' 19" W ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 1295.39' TO THE POINT OF BEGINNING; THENCE N 00° 09' 22" W AND PARALLEL WITH THE EAST LINE OF SECTION 33, T-37-S, R-38-E A DISTANCE OF 467.00'; THENCE N 89° 49' 19" E A DISTANCE OF 467.0'; THENCE S 00° 09' 22" E A DISTANCE OF 467.00' TO A POINT ON THE NORTH RIGHT OF WAY LINE OF SFWMD CANAL C-23; THENCE S 89° 49' 19" W ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 467.00' TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 5.0 ACRES MORE OR LESS.

SURVEYOR NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. THE ABOVE LEGAL DESCRIPTION WAS PREPARED BY THE UNDERSIGNED SURVEYOR AND MAPPER.
3. BEARING BASE: THE EAST LINE OF SECTION 33, T-37-S, R-38-E IS TAKEN TO BEAR N 00° 09' 22" W AND ALL OTHER BEARINGS ARE RELATIVE THERETO.
4. REFERENCES UTILIZED ARE AS FOLLOWS; PARENT TRACT LEGAL DESCRIPTION AS RECORDED IN OFFICIAL RECORD BOOK 3639, PAGE 2060 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.
5. SEE SHEET 1 OF 2 FOR SKETCH OF LEGAL DESCRIPTION.

CERTIFICATE: I hereby certify that the sketch of legal description represented hereon, dated this 22nd day of Feb, 2016, is true and correct to the best of my knowledge and belief, and meets the Standards of Practice set forth by the Florida Board of Surveyors and Mappers in Chapter 5J-17.052, Florida Administrative Code, pursuant to Section 472.072 Florida Statutes.

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

PROFESSIONAL SURVEYOR AND MAPPER
RONALD H. HARRIS
STATE OF FLORIDA NO. 4198

J:\Engineering\New File System\Survey Projects\16600 Land Lease Area Public Safety Tower Site Sketch & Legal - RH\Public Safety Lease Parcel.dwg, 2/22/2016 10:29:49 AM

PROJECT NO. 16600 SHEET NO. 2 OF 2	SKETCH AND LEGAL DESCRIPTION OF LAND LEASE AREA PUBLIC SAFETY TOWER SITE	BOARD OF COUNTY COMMISSIONERS SAINT LUCIE COUNTY, FLORIDA PUBLIC WORKS DEPT., ENGINEERING DIVISION, SURVEY SECTION 2300 VIRGINIA AVE., FORT PIERCE, FLORIDA 34982	SURVEY R.H.H. 2/16/16 DRAWN S.B.R. 2/19/16 CHK'D	REVISIONS NO. DATE SUBJECT BY

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 10A
Meeting Date: 5/9/16

TO: Mayor and City Council

THRU: Daniel Holbrook, Acting City Manager

FROM: John Bolduc, Chief of Police

Agenda Item: Ordinance: McCarty Ranch Extension Public Safety Radio Tower Lease Agreement with St. Lucie County

16-22

Submittal Date: 5/3/2016

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

BACKGROUND: St. Lucie County is constructing a complete 800 MHZ Trunked Radio System (the "Radio System") for use by St. Lucie County, the City of Port St. Lucie, Martin County, and all law enforcement/public safety agencies within St. Lucie and Martin Counties. The County is seeking the City's approval for the lease of City-owned property to construct and maintain a Public Safety Radio Tower. The County is constructing and maintaining a 300' guide wire radio tower on five (5) acres of City-owned property, specifically, the McCarty Ranch Extension. The County intends to invest over $2,000,000 for the tower and related infrastructure. The City staff has worked with Ron Parrish, Public Safety Director for St. Lucie County and Dan McIntyre, County Attorney on the terms of the Lease. The County has agreed to the terms of the draft Lease Agreement.

ANALYSIS: The City staff requests approvals from the City Council to enter into a Lease Agreement with St. Lucie County for the use of five (5) acres of City owned property to build, maintain, and access a Public Safety Radio Tower. St. Lucie County will access the site via a license agreement. The City staff is seeking approval of the Lease Agreement, in substantially the form attached hereto as Exhibit "A." The initial term of the Lease shall be 30 years from the first date written

above. Thereafter, the County shall have the option to extend the term of the Lease for four additional terms of five years each.

FINANCIAL INFORMATION: The City will receive rent payments in the amount of $2,500 per year to off-set a portion of the drainage costs incurred by the Utility Systems Department.

LEGAL INFORMATION: This Lease Agreement has been drafted and negotiated by Stefanie Beskovoyne, Esq., and is approved as to form. The County has reviewed and approved the Lease. The McCarty Ranch Extension is not within the City's corporate boundary.

STAFF RECOMMENDATION: Staff has met with members of the Council individually to provide information on the communication needs and proposed location of the site. Both the Utility Systems Department and the Police Department will benefit from the updated radio tower service. The Police Department and the Utility Systems Department recommends approval.

SPECIAL CONSIDERATION: The system has not been updated since 1999. The tower is essential to public radio communication for both the police department and the utility systems department. The tower provides a benefit to the public.

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 5/9/2016

LOCATION OF PROJECT: McCarty Ranch Extension

ATTACHMENTS: Ordinance, Lease Agreement, Map

H:\LEASE AGREEMENTS\MCCARTY RANCH EXTENSION PUBLIC SAFETY RADIO TOWER

RECEIVED
MAY 03 2016
CITY MANAGER'S OFFICE

COUNCIL ITEM 8B
DATE 5/23/16

COUNCIL ITEM 10B
DATE 5-9-2016

ORDINANCE 16 - 23

AN ORDINANCE AUTHORIZING THE CONDUCT AND SCHEDULING OF A SPECIAL ELECTION IN ORDER TO FILL A VACANCY FOR THE UNEXPIRED TERM FOR THE CITY COUNCIL SEAT FOR DISTRICT ONE TO COINCIDE WITH THE CONDUCT AND SCHEDULING OF THE REGULAR CITY ELECTION FOR THE CITY COUNCIL SEATS FOR DISTRICTS TWO AND FOUR; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 3.09 of the Charter of the City of Port St. Lucie, the office a council member shall become vacant upon resignation; and

WHEREAS, the City Council is aware of the intent of council member for District One, Vice Mayor Linda Bartz, to run for the office of a St. Lucie County Commissioner; and

WHEREAS, it will be necessary to fill the vacancy for the unexpired portion of the term of office for District One which extends until the third Monday in November, 2018; and

WHEREAS, the Charter of the City of Port St Lucie provides that such a vacancy be filled through the appointment of an interim successor who will serve to fill the unexpired term, or by the scheduling of a special election; and

WHEREAS, the City Council prefers that the electorate select the representative for District One through a special election as Florida law favors the filling of a vacancy through elections; and

WHEREAS, the City Council desires to conduct and schedule a special election to fill the vacancy that will be created by the resignation of Vice Mayor Linda Bartz so that such special election shall occur concurrently with the conduct, qualifying and scheduling of the regular city elections for the council member seats for Districts Two and Four.

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

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

Section 2. That there is hereby authorized the conduct, qualifying and scheduling of a special election to fill the vacancy for the portion of the unexpired term of office for District One that will be created by the resignation of Vice Mayor Linda Bartz so that such special election shall occur concurrently with the conduct, qualifying and scheduling of the regular city elections for the council member seats for Districts Two and Four.

Section 3. The City Manager, or his designee, is hereby authorized to provide a copy of this ordinance to the Supervisor of Elections of St. Lucie County upon receipt of a letter of resignation from Vice Mayor Linda Bartz.

Section 4. That this ordinance shall become effective within ten (10) days after its final adoption.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this _____ day of _____ 2016.

ATTEST:

CITY COUNCIL
CITY OF PORT ST. LUCIE

_____
Karen A. Phillips, City Clerk

By: _____
Gregory J. Oravec, Mayor

APPROVED AS TO FORM

By:_____
Azlina Goldstein Siegel,
Interim City Attorney

CITY COUNCIL
AGENDA MEMORANDUM

ATTACHMENT
"1"

Sec. 3.09. - Vacancies; forfeiture of office; filling of vacancies.

(a) *Vacancies.* The office of a council member shall become vacant upon his death, resignation, removal from office in any manner authorized by law or forfeiture of his office, such forfeiture to be declared by the remaining members of the council.

(b) *Forfeiture of office.* A council member shall forfeit his office if he lacks at any time during his term of office: (1) Any qualification for the office prescribed by this Charter or by law; (2) a proven violation of any expressed prohibition of this Charter; (3) a proven violation of city and/or state code of ethics; or (4) ceases to reside in the district from which the council member was elected.

(c) *Filling of vacancies.* A vacancy of the council shall be filled in one of the following ways:

(1) *If there are fewer than six (6) months remaining in the unexpired term or if there are fewer than six (6) months before the next regular city election, the council by a majority vote, shall choose an interim successor from the district in which the vacancy occurred. The successor will serve to fill the unexpired term.*

(2) *If there are more than six (6) months remaining in the unexpired term or more than six (6) months remain before the next regularly scheduled election, the city council will schedule a special election to be held no earlier than thirty (30) days and not later than ninety (90) days following the date the vacancy occurred. Should a primary election become necessary, it shall be scheduled not fewer than fifteen (15) nor more than forty (40) days before the special election. Should at any time the council membership be reduced to less than a quorum, the remaining council members will appoint additional members to serve, subject to filling the vacancies as described above.*

(d) *Extraordinary vacancies.* In the event that all members of the council are removed by death, disability, law, or forfeiture of office, the governor shall appoint an interim council that shall call a special election as provided in (c) above and such election shall be held in the same manner as the first (1st) election under this Charter.

(Adopted by electorate, 11-2-76; Amendment adopted by electorate, 9-4-84; Amendment adopted by electorate, 11-2-04)

CITY COUNCIL
AGENDA MEMORANDUM

ATTACHMENT
"2"

KeyCite Yellow Flag - Negative Treatment
Proposed Legislation

West's Florida Statutes Annotated
Title IX. Electors and Elections (Chapters 97-109)
Chapter 101. Voting Methods and Procedure (Refs & Annos)

West's F.S.A. § 101.75

101.75. Municipal elections; change of dates for cause

Effective: May 19, 2011
Currentness

(1) In any municipality, when the date of the municipal election falls on the same date as any statewide or county election and the voting devices of the voting system used in the county are not available for both elections, the municipality may provide that the municipal election may be held within 30 days prior to or subsequent to the statewide or county election.

(2) The date of the municipal election shall be set by the municipality by ordinance.

(3) Notwithstanding any provision of local law or municipal charter, the governing body of a municipality may, by ordinance, move the date of any municipal election to a date concurrent with any statewide or countywide election. The dates for qualifying for the election moved by the passage of such ordinance shall be specifically provided for in the ordinance. The term of office for any elected municipal official shall commence as provided by the relevant municipal charter or ordinance.

Credits

Laws 1959, c. 59-493, §§ 1, 2; Laws 1976, c. 76-68, § 1; Fla.St.Supp.1976, § 104.451; Laws 1977, c. 77-175, § 24. Amended by Laws 1992, c. 92-16, § 5; Laws 2001, c. 2001-40, § 26, eff. Jan. 1, 2002; Laws 2007, c. 2007-30, § 4, eff. July 1, 2007; Laws 2008, c. 2008-95, § 23, eff. July 1, 2008; Laws 2011, c. 2011-40, § 42, eff. May 19, 2011.

West's F. S. A. § 101.75, FL ST § 101.75
Current with chapters from the 2016 2nd Regular Session of the 24th Legislature in effect through April 14, 2016

End of Document

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CITY COUNCIL
AGENDA MEMORANDUM

ATTACHMENT
"3"

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 10B
Meeting Date: 5-9-2016

TO: MAYOR AND CITY COUNCIL

THRU: JEFF BREMER, CITY MANAGER JB

FROM: AZLINA GOLDSTEIN SIEGEL, INTERIM CITY ATTORNEY ags
JOHN J. FUMERO, INTERIM CITY ATTORNEY

Signed in attorney's absence to avoid delay

AGENDA ITEM: Ordinance: AN ORDINANCE AUTHORIZING THE CONDUCT AND SCHEDULING OF A SPECIAL ELECTION IN ORDER TO FILL A VACANCY FOR THE UNEXPIRED TERM FOR THE CITY COUNCIL SEAT FOR DISTRICT ONE TO COINCIDE WITH THE CONDUCT AND SCHEDULING OF THE REGULAR CITY ELECTION FOR THE CITY COUNCIL SEATS FOR DISTRICTS TWO AND FOUR; PROVIDING AN EFFECTIVE DATE.

SUBMITTAL DATE: 5/5/2016

STRATEGIC PLAN LINK: This item is consistent with the City of Port St. Lucie Goals 2015-2020, specifically Goal 1 entitled "Financially Sound City, High Performance City Organization."

BACKGROUND: The City Council is aware of the intent of Vice Mayor Linda Bartz to run for the office of a St. Lucie County Commissioner. Vice Mayor Bartz is required to resign from the office as Council Member for District One in order to qualify as a candidate for election as a St. Lucie County Commissioner. Section 3.09 of the Charter of the City of Port St. Lucie, which is attached to this Memorandum as Attachment "1," provides that the office of a council member shall become vacant upon resignation. Therefore, it will be necessary to fill the vacancy for the unexpired portion of the term of office for District One.

ANALYSIS: The City's Charter provides that the vacancy that will be created by the resignation of Vice Mayor Bartz be filled through the appointment of an interim successor who will serve to fill the unexpired term, or by the scheduling of a special election. Florida law favors the filling of a vacancy through elections. *See* Spector v. Glisson, 305 So.2d 777 (Fla. 1974). City Council is authorized under the governing Florida Statutes, case law, and City Charter to conduct and schedule a special election to fill the vacancy for the portion of the unexpired term of office for District One that will be created by the resignation of Vice Mayor Bartz.

Specifically, Sections 101.75(2)-(3) of the Florida Statutes provides:

> (2) The date of the municipal election shall be set by the municipality by ordinance.

(3) Notwithstanding any provision of local law or municipal charter, the governing body of a municipality may, by ordinance, move the date of any municipal election to a date concurrent with any statewide or countywide election....

A copy of Section 101.75 of the Florida Statutes is attached to this City Council Agenda Memorandum as Attachment "2." Further, discussions with the Supervisor of Elections, Gertrude Walker, and County Attorney, Daniel S. McIntyre, confirmed that upon City Council approval, such a special election to fill the vacancy created by a resignation from office by Vice Mayor Bartz may be conducted and scheduled concurrently with the conduct, qualifying and scheduling of the regular city elections for the council member seats for Districts Two and Four. Accordingly, an ordinance authorizing the above-described conduct of a special election is being presented to City Council for consideration and approval. Said ordinance is attached hereto as Attachment "3."

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: The ordinance has been approved as to form by Azlina Goldstein Siegel, Interim City Attorney.

STAFF RECOMMENDATION: N/A

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: A presentation on the matter will be made by the City Attorney's Office upon request.

REQUESTED MEETING DATE: 5/9/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: Section 3.09 of the Charter of the City of Port St. Lucie, Section 101.75, Florida Statutes and the authorizing ordinance.

RECEIVED

MAY 06 2016

CITY MANAGER'S OFFICE

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 10A
Meeting Date: 5/23/16 and 6/13/16

TO:	Mayor and City Council
THRU:	Jeff Bremer, City Manager
THRU:	Daniel Holbrook, Assistant City Manager – Community Development Director
FROM:	Patricia A. Tobin, AICP, Director of Planning and Zoning
Agenda Item:	Ordinance: LMD Rezoning Application-Tropical Homes Office/St. Lucie Professional Center (P16-044) 16-27
Submittal Date:	5/9/2016

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

BACKGROUND: Azubike Ofokansi, owner/pharmacist of Port St. Lucie Discount Pharmacy, acting as the agent for Treasure Coast PSL Blvd., LLC has requested to rezone 0.5 acres of property from P (Professional) to LMD (Limited Mixed Use) to allow a pharmacy retail business in the existing building. The applicant was in an LMD zoned building until last year and recently moved to this building. Retail businesses are not permitted in the P zoning district. In order for this business to comply with the Zoning Code, the property needs to be rezoned to LMD, where 50% of the building's gross floor area can be retail business. The total area of the building is 4,392 sq. ft. and the pharmacy is 1,600 sq. ft. (36.4%).

ANALYSIS: See attached staff report.

FINANCIAL INFORMATION: NA

LEGAL INFORMATION: The ordinance has been approved as to form by Attorney Thomas Mullin on 5/6/2016.

PLANNING AND ZONING BOARD RECOMMENDATION: The Planning and Zoning Board unanimously recommended approval of the rezoning at their May 3, 2016 meeting.

SPECIAL CONSIDERATION: None

PRESENTATION INFORMATION: Staff may provide a short presentation on the application.

REQUESTED MEETING DATE: 5/23/2016

LOCATION OF PROJECT: The property is located on the southeast corner of Port St. Lucie Boulevard and Delano Road, and the address is 1936 SE Port St. Lucie Boulevard.

ATTACHMENTS: Ordinance, concept plan, staff report, and application.

PT/TK

RECEIVED

MAY 1 2 2016

CITY MANAGER'S OFFICE

ORDINANCE 16-27

AN ORDINANCE TO REZONE 0.50 ACRES OF PROPERTY LOCATED ON THE SOUTHEAST CORNER OF PORT ST. LUCIE BOULEVARD AND DELANO ROAD FROM P (PROFESSIONAL) TO LMD (LIMITED MIXED USE) FOR A PROJECT KNOWN AS TROPICAL HOMES OFFICE – 1936 SW PSL BOULEVARD P16-044; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Treasure Coast PSL Blvd., LLC, hereinafter referred to as the owner, seeks to rezone 0.50 acres of property located on the southeast corner of Port St. Lucie Boulevard and Delano Road, and within the City of Port St. Lucie, from the zoning designation of P (Professional) to LMD (Limited Mixed Use); and

WHEREAS, the City of Port St. Lucie Planning and Zoning Board held a public hearing on May 3, 2016 to consider the rezoning application (P16-044), notice of said hearing to adjoining property owners for a radius of 750 feet having been given and advertising of public hearing having been made; and

WHEREAS, the City Council held a public hearing on June 13, 2016 to consider the rezoning application (P16-044), advertising of the public hearing having been made.

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

Section 1: That the property described Lot 6, Block 51, Unit 6 be rezoned from the zoning designation of P (Professional) to LMD (Limited Mixed Use).

Section 2: That this Ordinance shall become effective ten (10) days after its final adoption.

ORDINANCE 16-27

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

ITEM # 7A

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

TO: PLANNING AND ZONING BOARD MEETING - MAY 3, 2016

FROM: THRESIAMMA KURUVILLA, PLANNER

RE: REZONING APPLICATION (PROJECT NO. P16-044)
TROPICAL HOMES OFFICE/ST. LUCIE PROFESSIONAL CENTER

DATE: APRIL 26, 2016

PROPOSED USE: Rezoning from P (Professional) zoning to LMD (Limited Mixed District) zoning to allow the existing pharmacy retail business. The applicant was in an LMD zoned building until last year and recently moved to this building. Retail businesses are not permitted in the P zoning district. In order for this business to comply with the Zoning Code, the property needs to be rezoned to LMD, where 50% of the building's gross floor area can be retail business. The total area of the building is 4,392 sq. ft. and the pharmacy is 1,600 sq. ft. (36.4%) and the existing medical office is about 2,792 sq. ft.

APPLICANT: Azubike Ofokansi, Pharmacist of Port St. Lucie Discount Pharmacy. Authorization letter is attached.

OWNER: Treasure Coast PSL Blvd., LLC. Proof of ownership is attached.

LOCATION: The property is located on the southeast corner of Port St. Lucie Boulevard and Delano Road, and the address is 1936 SE Port St. Lucie Boulevard.

LEGAL DESCRIPTION: Lot 6, Block 51, Unit 6.

SIZE: 0.5 Acres

EXISTING ZONING: P (Professional) zoning district.

EXISTING USE: There are two businesses in this professional office building with a total area of 4,392 sq. ft. The pharmacy is 1,600 sq. ft. and medical office is about 2,792 sq. ft.

SURROUNDING USES: North = Port St. Lucie Boulevard, beyond is P (Professional) office building; South = RS-2 (Single Family Residential) zoning with existing houses; East = P (Professional), office building; and West = Delano Road, beyond is P (Professional), office building.

REQUESTED ZONING: LMD (Limited Mixed District) Zoning

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

IMPACTS AND FINDINGS:

Land Use Consistency: This project is found to be consistent with the direction and policies of the Comprehensive Plan and with the proposed LMD future land use designation. The supporting goal and policies from the City's Comprehensive Plan are Goal 1.1, and Policy 1.1.1.13. Goal 1.1 provides for an appropriate mix of land uses to meet the needs of current and future residents of Port St. Lucie in a way that is environmentally acceptable, and developed concurrent with needed facilities and services. Policy 1.1.4.13 confirms that the current conversion chart indicates that LMD zoning is a compatible zoning district with the ROI future land use classification.

Compliance With Conversion Area Requirements:

Planning Area location per conversion manual: 7
The property is totally within planning area: Yes
Minimum Frontage: Yes
Minimum Depth: Yes
Does the request isolate lots: No
Has a Unity of Title been submitted: NA
Buffer required: A landscaped buffer and wall is required: The landscape buffer wall is already there in the rear separating the existing houses.

Sewer/Water Service: Port St. Lucie Utility Systems will provide water and sewer.

Environmental: The site is less than two (2) acres and has already been cleared and developed.

School Concurrency: Not applicable for commercial uses.

Other:

The site has existing trees per the approved site plan/landscape plan (P85-012). The trees along the rear and side are in good condition. There are missing trees in the front which need to be replaced per the approved site plan/landscape plan.

The parking requirement for professional office is one (1) space for every two hundred (200) square feet of the gross floor area. The total parking required for the existing 4,392 square foot professional building is 22 and 22 are provided. The handicapped parking space will need to be relocated and restriped to meet today's ADA standards.

STAFF RECOMMENDATION:

The Planning and Zoning Department staff finds the rezoning 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 with the following conditions.

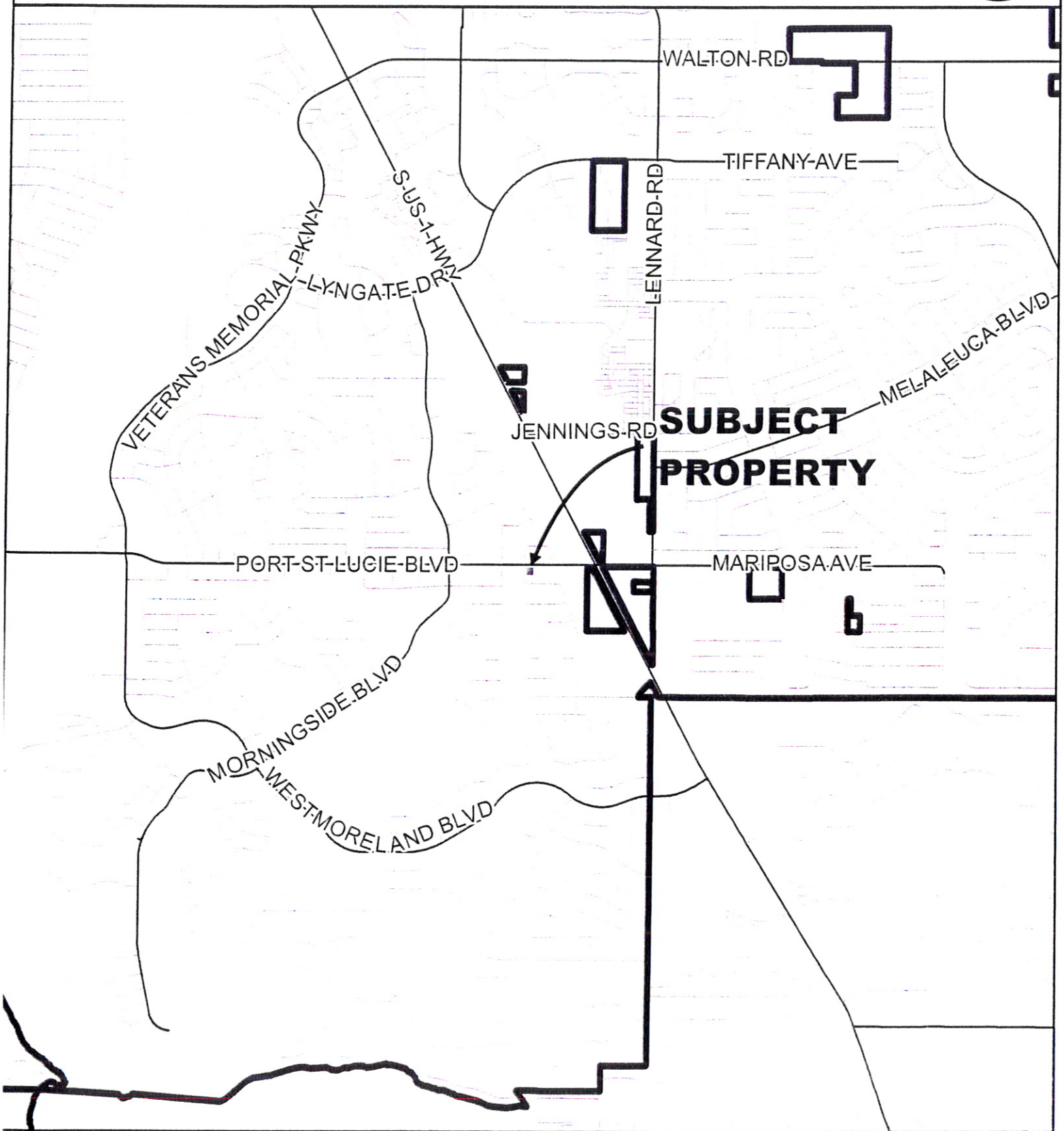
1. The applicant shall replant the missing trees along the front of the property per the requirements of the landscape code.
2. The handicapped parking space shall be relocated and restriped to meet the ADA standards of today.

Planning and Zoning Board Action Options:

- Motion to recommend approval
- Motion to recommend approval with conditions
- Motion to recommend denial

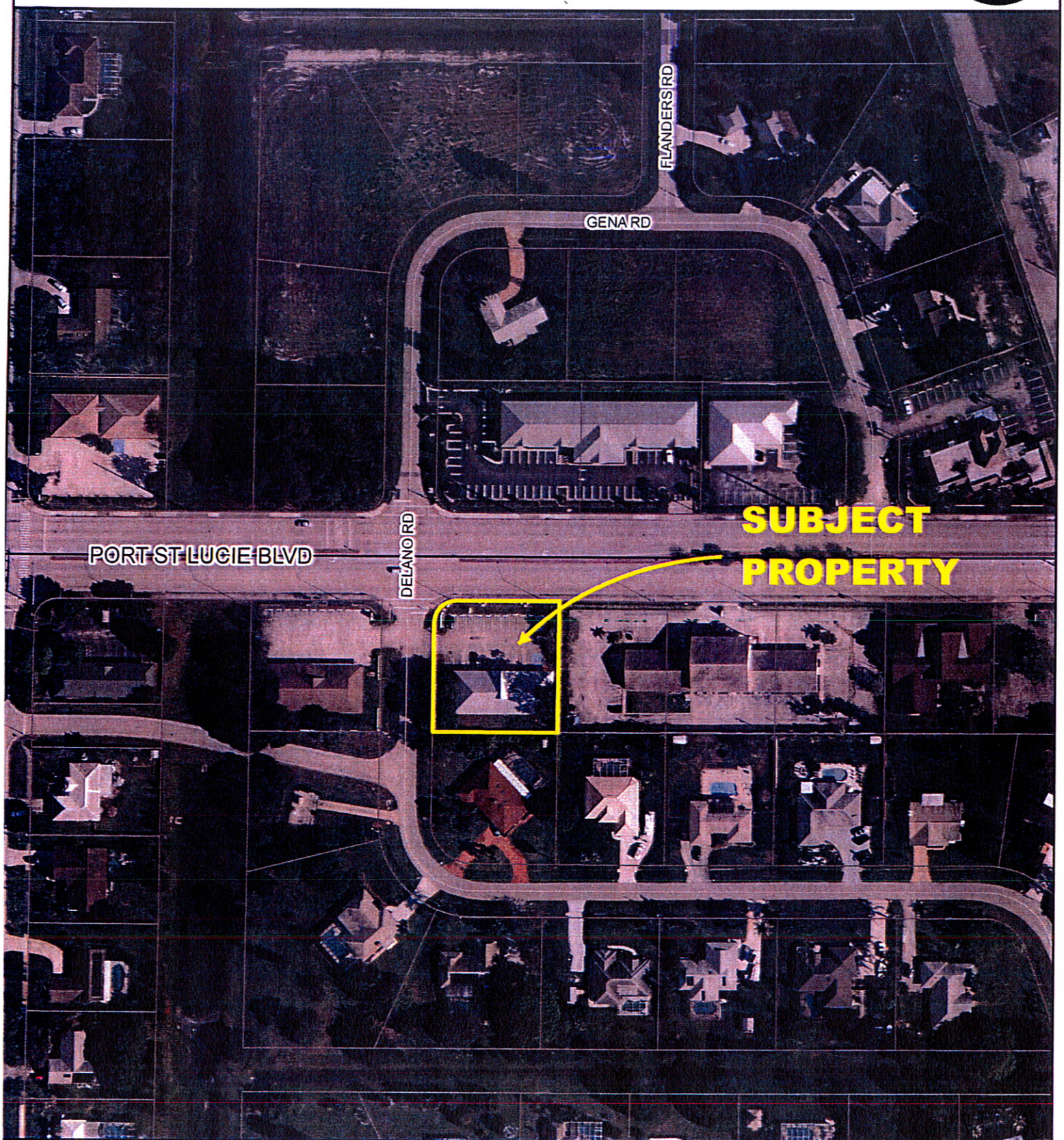
Should the Board need further clarification or information from either the applicant and/or staff, it may exercise the right to table or continue the hearing or review to a future meeting.

GENERAL LOCATION



CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	REZONING TROPICAL HOMES OFFICE UNIT 6, BLOCK 51, LOT 6	DATE: 4/7/2016 APPLICATION NUMBER: P16-044 USER: patricias SCALE: 1 in = 0.5 miles	

AERIAL



CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

REZONING

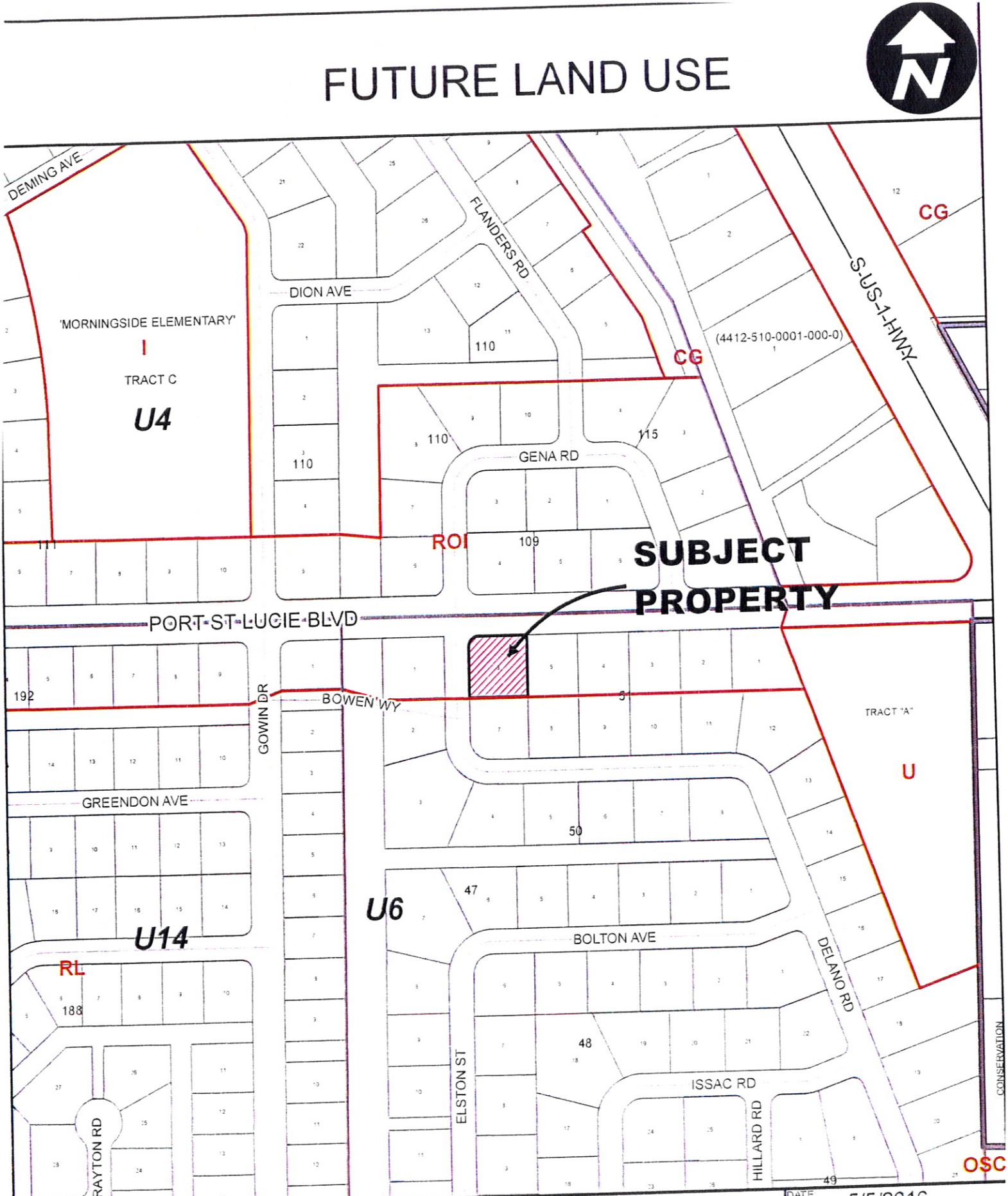
TROPICAL HOMES OFFICE

UNIT 6, BLOCK 51, LOT 6

AERIAL DATE 2014

DATE:	4/7/2016
APPLICATION NUMBER:	P16-044
USER:	patricias
SCALE:	1 in = 150 ft

FUTURE LAND USE



CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

REZONING

TROPICAL HOMES OFFICE

UNIT 6, BLOCK 51, LOT 6

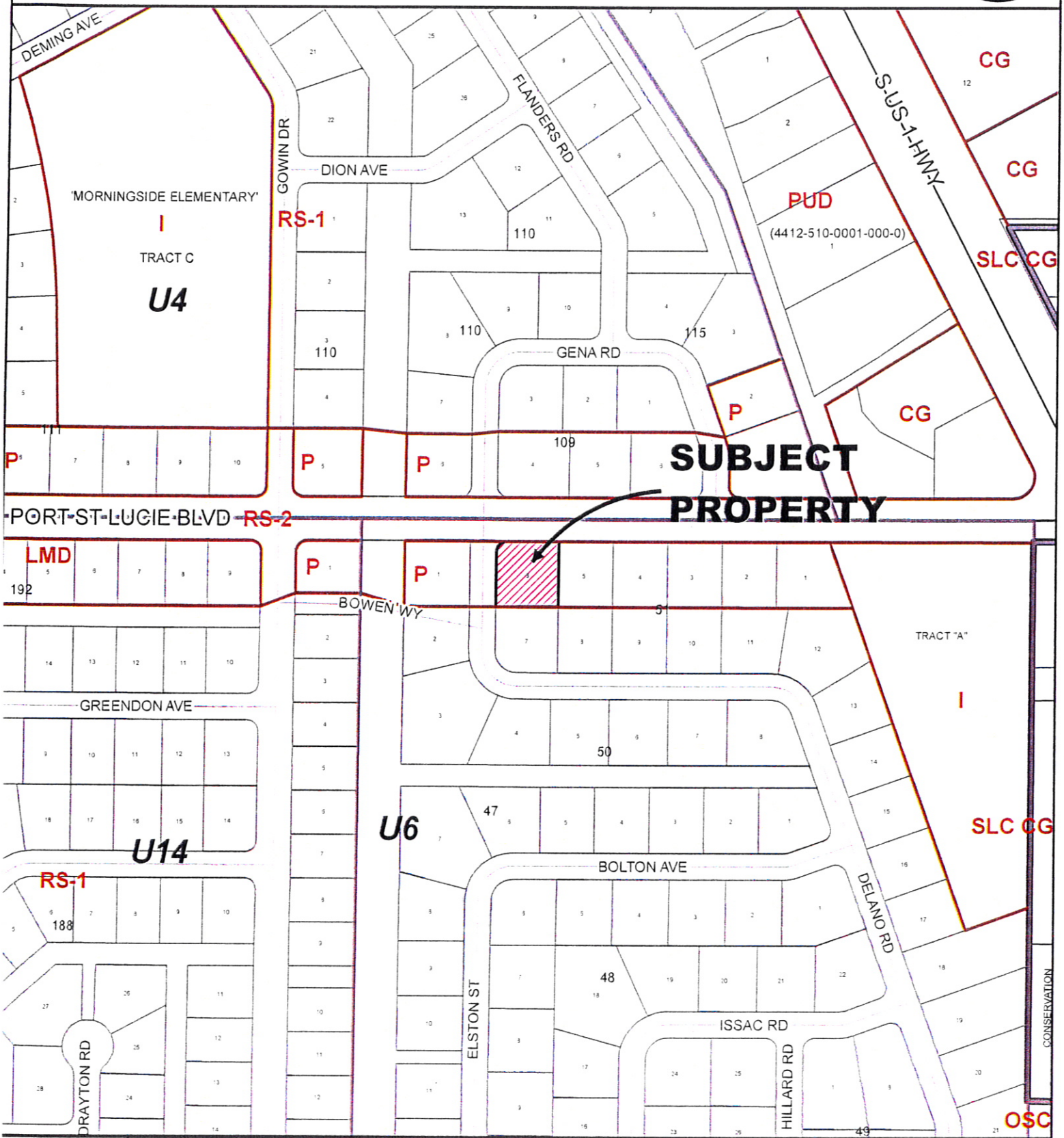
DATE: 5/5/2016

APPLICATION NUMBER: P16-044

USER: patricias

SCALE: 1 in = 300 ft

EXISTING ZONING



CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	REZONING TROPICAL HOMES OFFICE UNIT 6, BLOCK 51, LOT 6	DATE:	5/5/2016
		APPLICATION NUMBER:	P16-044
		USER:	patricias
		SCALE:	1 in = 300 ft

LMD 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. P16-044
Fee (Nonrefundable)$ 2,115.00
Receipt # 88941

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: Zubi@portstluciediscount.com

PROPERTY OWNER:

Name: DR. BINNO DHAR
Address: 1926 SE Port St Lucie Blvd, PSL FL
Telephone No.: 772-812-7340 FAX No.:

AGENT OF OWNER (if any)

Name: AZUBIKE OTOKANSI
Address: 1936 SE PORT ST LUCIE BLVD PSL FL
Telephone No.: 772-446-9284 FAX No: 772-807-1297

PROPERTY INFORMATION

Legal Description: UNIT 06 - BLK51 LOT 6
(Include Plat Book and Page)
Parcel I.D. Number: 3422-530-0198-000-7
Current Zoning: P
Proposed Zoning: LMD
Future Land Use Designation: ROI Acreage of Property: 0.5 acres
Reason for Rezoning Request: Retail Pharmacy not allowed in P zoning. 1,600 sq ft.

RECEIVED
MAR 28 2016
ENGINEERING DEPARTMENT

*Signature of Owner | AZUBIKE OTOKANSI Hand Print Name | 3/28/16 Date

***If signature is not that of the owner, a letter of authorization from the owner is needed.**

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

St. Lucie Medical Associates

St. Lucie Medical Plaza Suite 4
1701 Hilmoor Drive
Port St. Lucie Florida 34952
Phone 772-335-3184 Fax 772-335-4256

City of Port St Lucie

121 S.W Port St Lucie Blvd

Port St Lucie, FL 34984.

RECEIVED
MAR 29 2016
PLANNING DEPARTMENT
CITY OF PORT ST. LUCIE, FL

March 28, 2016.

Dear Sir/Madam,

RE: 1936 SE PORT ST LUCIE BLVD – AUTHORIZATION TO REQUEST REZONING

I, Binno Dhar owner of property Parcel ID 34-22-530-0198-0007, block 51, Lot 6 hereby authorize Azubike Ofokansi at 1936 SE Port St Lucie Blvd to request for and apply for rezoning on my behalf of aforementioned property from "P" to "LMD".

I will provide the deed to assist in the process.

Please do not hesitate to contact me if you have any questions on 772-335-3184.

Yours Sincerely,

Binno Dhar

Binno Dhar

Binno Dhar M.D.
Board Certified Internal Medicine

Prepared By and Return To:

Sun Title Agency LLC.
27 SE Ocean Blvd
Stuart, FL 34994
772-232-4357
252-S-12

I/We hereby certify that we have received a copy of this Deed and have reviewed and verified it to be true and correct as it pertains to our/my name(s), marital status, tenancy / title, mailing address. [illegible]

Dated

General Warranty Deed

Made this ____ day of _____, 2012 A.D. By **David O. Singh, a married man,** whose address is: 185 SE Osprey Ridge, Port St. Lucie, FL 34984, hereinafter called the grantor, to **Treasure Coast PSL Blvd., LLC, a Florida limited liability company,** whose post office address is: 10498 SW Tibre Court, Port St. Lucie, FL 34987, hereinafter called the grantee:

(Whenever used herein the term "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 Dollars, ($10.00) 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, Florida, viz:

Lot 6, Block 51, SOUTH PORT ST. LUCIE UNIT SIX, according to the map or plat thereof, as recorded in Plat Book 14, Page(s) 14, of the Public Records of St. Lucie County, Florida.

This property does not constitute the homestead of the Grantor, nor is it contiguous thereto. Grantor's homestead address is 185 SE Osprey Ridge, Port St. Lucie, FL 34984.

Parcel ID Number: **3422-530-0198-000/7**

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2012.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Thresiamma Kuruvilla

From: Thomas Mullin <TMullin@nasonyeager.com>
Sent: Thursday, May 05, 2016 5:28 PM
To: Thresiamma Kuruvilla; CityAttorney
Cc: Patti Tobin
Subject: RE: Draft ordinance (P16-044)

Hello Thres –
I reviewed the proposed resolution. I have no comments or suggested edits.
Thanks,
Tom

Thomas F. Mullin
Email: TMullin@nasonyeager.com
Web: www.nasonyeager.com
Tel: 561-982-7114 | Fax:561-982-7116

Nason Yeager
Nason Yeager, Gerson White & Lioce, P.A.
7700 Congress Ave., Suite 2201 |Boca Raton |FL |33487

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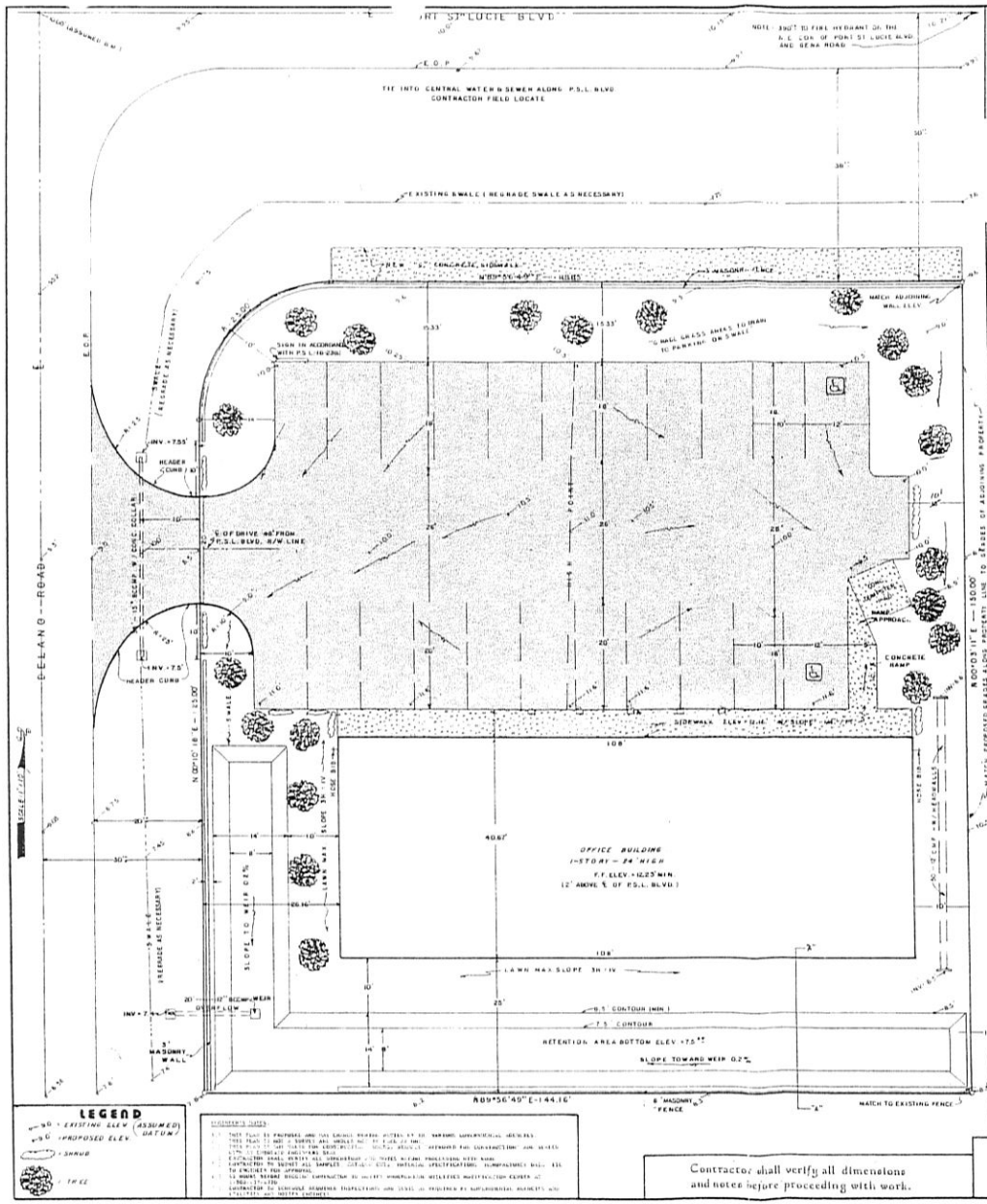
Think Green! Please do not print this e-mail unless absolutely necessary.

From: Thresiamma Kuruvilla [mailto:TKuruvilla@cityofpsl.com]
Sent: Wednesday, April 27, 2016 1:10 PM
To: CityAttorney <CityAttorney@cityofpsl.com>; Thomas Mullin <TMullin@nasonyeager.com>
Cc: Patti Tobin <PTobin@cityofpsl.com>
Subject: Draft ordinance (P16-044)

Please see the attached draft resolution for P16-044) Tropical Homes Office LMD rezoning. This project is scheduled for May 3rd , 2016 P&Z Board meeting and City Council May 23rd, 1st reading, June 13th second reading. Pl let me know this is ok.
Thanks, Thres

Thresiamma Kuruvilla, Planner (B.Sc Eng., M.T.P.)
Planning and Zoning Department
City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984
772-871-5281 (Direct Phone) 772 871 5213 (Office)
772-871-5124 (Fax)
Tkuruvilla@cityofpsl.com

How is my service? Please contact Bonnie R. Cruz at Bonnieb@cityofpsl.com to submit your suggestions, comments and feedback.



Contractor shall verify all dimensions and notes before proceeding with work.

TYPICAL HEADER CURB DETAIL

CHECK SITE PLAN FOR HEIGHT OF FENCE

SECTION A — A
TYPICAL RETENTION AREA

Typical Detail Standard Parking Space

Typical Detail Standard Parking Space

DUMPSTER ENCLOSURE

Typical Detail Handicapped Parking Space

TREE PLANTING DETAIL

CONCRETE COLLAR DETAIL

SITE PLAN APPROVED
DATE 7/2/85
BY S.P.R.C.
Conditions attached:
Yes ☐ No ☒

VICINITY MAP

3000LB CONCRETE

TYPICAL SIDEWALK

PAVEMENT DETAIL

RECEIVED
MAR 28 2016

SWALE SECTION
(SEE PROPERTY LINE SWALE AS REQUIRED)

DRAINAGE CALCULATIONS:

SITE AREA: 21,566 SQUARE FEET

IMPERVIOUS AREA; BUILDING: 4,392 SQUARE FEET

IMPERVIOUS AREA; PAVEMENT: 8,265 SQUARE FEET

TOTAL IMPERVIOUS: 12,656 SQUARE FEET

PERCENT IMPERVIOUS: 58.7%

PERCENT GREEN SPACE 41.3%

$S = (4.95)(0.413) = 2.04$

$Q = \frac{(P - 6.25)^2}{P + 0.85} = \frac{4.38}{4.13} = 1.06$ INCHES

$V = \left(\frac{1.06}{12}\right)(21,566) = 1,906$ CF REQUIRED

V = 2,058 PROVIDED (108%)

RECEIVED
JUL 8 1985

LEGAL DESCRIPTION:

LOT 6, BLOCK 51, SOUTH PORT ST. LUCIE UNIT 6, AS RECORDED IN PLAT BOOK 14, PAGE 14, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. SUBJECT TO ANY APPLICABLE EASEMENTS, RIGHTS-OF-WAY, OR OTHER RESTRICTIONS OF RECORD.

GENERAL NOTES:

1.) EXISTING ELEVATIONS AS SHOWN ARE BASED ON ASSUMED DATUM, AND TAKEN FROM SURVEY MAP PREPARED BY JOHN K. OUELLET, P. L. S.

2.) PARKING: 1 SPACE/200 SQUARE FEET = 22 SPACES (2 HANDICAPPED).

3.) TREES: FIELD GROWN, FLORIDA GRADE NO. 1, MINIMUM OF 6 FEET HIGH AT PLANTING; 1 TREE EACH 30 FEET OF PERIMETER = 20 TREES. TREES TO BE MIXTURE OF LIVE OAK, RED MAPLE, SILK OAK AND BOTTLE BRUSH.

4.) LAWN: SOD ALL UNPAVED AREAS WITH ST. AUGUSTINE OR EQUAL.

5.) SHRUBS: TO BE VARIGATED LIGUSTRUM.

PP-2

Plan Prepared By Vaughan C. Weaver, P.E. No. 21723

CONCEPTUAL SITE PLAN FOR
TROPICAL HOMES
PORT ST. LUCIE, FLORIDA

NO.	REVISIONS	DATE	BY
1	PARKING SETBACKS	7-30-85	MAC
2	FENCE & PARKING	8-30-85	MAC

DATE 6-16-85

BETHAM ASSOCIATES
ENGINEERS · PLANNERS · SURVEYORS
821 NORTHEAST CORAL STREET
JENSEN BEACH, FLORIDA 33457
(305) 334-1900 · 485-9380

SHEET 1 OF 1

ORDER NUMBER 85 - 182

PBS-182

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: ~~10B~~
Meeting Date: ~~5/23/16~~

TO: MAYOR AND CITY COUNCIL

THRU: DANIEL HOLBROOK, ACTING CITY MANAGER

FROM: AZLINA GOLDSTEIN SIEGEL, INTERIM CITY ATTORNEY
JOHN J. FUMERO, INTERIM CITY ATTORNEY

AGENDA ITEM: Ordinance: AN ORDINANCE OF THE CITY OF PORT ST. LUCIE, AMENDING THE CITY OF PORT ST. LUCIE MUNICIPAL POLICE OFFICERS' RETIREMENT TRUST FUND AS CODIFIED UNDER SECTION 32.77 OF THE CODE OF ORDINANCES OF THE CITY OF PORT ST. LUCIE, FLORIDA, PURSUANT TO ORDINANCE 13-49; SPECIFICALLY AMENDING SECTION 32.77(a)(1), *DEFINITIONS*, BY AMENDING THE DEFINITIONS OF "*ACTUARIAL EQUIVALENT*," "*CREDITED SERVICE*," AND "*SPOUSE;*" AMENDING SECTION 32.77(b), *MEMBERSHIP*; AMENDING SECTION 32.77(d), *FINANCES AND FUND MANAGEMENT*; AMENDING SECTION 32.77(f), *BENEFIT AMOUNTS AND ELIGIBILITY*; AMENDING SECTION 32.77(h), *DISABILITY*; AMENDING SECTION 32.77(j), *OPTIONAL FORMS OF BENEFITS*; AMENDING SECTION 32.77(o), *MAXIMUM PENSION*; AMENDING SECTION 32.77(aa), *DEFERRED RETIREMENT OPTION PLAN*; ADDING SECTION 32.77(bb), *SUPPLEMENTAL BENEFIT COMPONENT FOR SPECIAL BENEFITS; CHAPTER 185 SHARE ACCOUNTS*; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

SUBMITTAL DATE: 5/19/2016

STRATEGIC PLAN LINK: This item is consistent with the City of Port St. Lucie Goals 2015-2020, specifically Goal 1 entitled "Financially Sound City, High Performance City Organization."

BACKGROUND: H. Lee Dehner, Board Attorney for the City of Port St. Lucie Municipal Police Officers' Retirement Trust Fund (the "Trust Fund") provided Ms. Sandy Steele, Plan Administrator, a proposed ordinance amending certain provisions of the Trust Fund. Attached as Attachment "1" to this City Council Agenda Memorandum is the letter (with its enclosure) from Mr. Dehner to Ms. Steele. dated May 13, 2016. Said letter from Mr. Dehner served to transmit a proposed ordinance and explain the proposed amendments to the Trust Fund contained therein. The proposed changes to the Trust Fund seek to ensure that the Trust Fund is properly amended to clarify, implement, and comply with the legislative changes to Chapter 185 of the Florida Statutes, entitled "Municipal Police Pensions," the Internal Revenue Code and its associated regulations, and also the changes reached in collective bargaining with the three (3) sworn bargaining units,

ANALYSIS: Pursuant to the recent request of Ms. Steele, the members of the Board of Trustees of the Trust Fund, and Jerome Post, Human Resources Director, I have reviewed the ordinance prepared by Mr. Dehner. However, upon reviewing the proposed ordinance submitted by Mr. Dehner it was realized that Mr. Dehner's ordinance draft sought to amend City Ordinance No. 13-49, which was codified as Section 32.77 of the Code of Ordinances of the City of Port St. Lucie.

After miscellaneous exchanges of communications with Mr. Dehner's office occurred, it was realized that they were not aware of the fact that Ordinance 13-49 was codified. Mr. Dehner's office agreed with our position that the legislative changes, additions, and deletions that were proposed to be made to the sections of Ordinance 13-49 needed to be similarly made or incorporated into a new draft, proposed ordinance that would serve to amend the equivalent or corresponding parts of Section 32.77 of the City's Code of Ordinances. Accordingly, our office has drafted the attached proposed ordinance which correctly seeks to amend certain parts of the Trust Fund as codified under Section 32.77 of the City's Code of Ordinance; and the proposed ordinance as drafted by our office is attached hereto as Attachment "2." Our office took the liberty of making further and additional legislative changes to not only address scrivener's errors, but also to provide further clarification and/or identification of the laws and/or regulations referenced in the existing or previously proposed amendments to specific parts of Section 32.77 of the City's Code of Ordinance.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: The proposed ordinance as drafted by our office has been reviewed and approved as to form and legal sufficiency by Azlina Goldstein Siegel, Interim City Attorney.

STAFF RECOMMENDATION: Mr. Dehner advised in his attached letter to Ms. Steele that the proposed ordinance "should be adopted prior to August 2016 to avoid delay in the payment of state monies."

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: A presentation on the matter will be made upon request by either a representative for the Board of Trustees for the Trust Fund or Jerome Post.

REQUESTED MEETING DATE: 5/23/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: Attachment "1" – Letter with enclosure from H. Lee Dehner to Sandy Steele; Attachment "2" – Proposed Ordinance for City Council consideration.

cc: **Sandy Steele, Plan Administrator and Pension Administrator – Finance Dept.**
William B. Vega, Chairman and Assistant Chief
Jerome Post, Human Resources Director

ORDINANCE 16-28

AN ORDINANCE OF THE CITY OF PORT ST. LUCIE, AMENDING THE CITY OF PORT ST. LUCIE MUNICIPAL POLICE OFFICERS' RETIREMENT TRUST FUND AS CODIFIED UNDER SECTION 32.77 OF THE CODE OF ORDINANCES OF THE CITY OF PORT ST. LUCIE, FLORIDA, PURSUANT TO ORDINANCE 13-49; SPECIFICALLY AMENDING SECTION 32.77(a)(1), *DEFINITIONS*, BY AMENDING THE DEFINITIONS OF "*ACTUARIAL EQUIVALENT*," "*CREDITED SERVICE*," AND "*SPOUSE*;" AMENDING SECTION 32.77(b), *MEMBERSHIP*; AMENDING SECTION 32.77(d), *FINANCES AND FUND MANAGEMENT*; AMENDING SECTION 32.77(f), *BENEFIT AMOUNTS AND ELIGIBILITY*; AMENDING SECTION 32.77(h), *DISABILITY*; AMENDING SECTION 32.77(j), *OPTIONAL FORMS OF BENEFITS*; AMENDING SECTION 32.77(o), *MAXIMUM PENSION*; AMENDING SECTION 32.77(aa), *DEFERRED RETIREMENT OPTION PLAN*; ADDING SECTION 32.77(bb), *SUPPLEMENTAL BENEFIT COMPONENT FOR SPECIAL BENEFITS*; *CHAPTER 185 SHARE ACCOUNTS*; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Port St. Lucie has an established Municipal Police Officers' Retirement Trust Fund; and

WHEREAS, on or about August 26, 2013, the City Council adopted Ordinance 13-49 which consolidated, amended and restated the pension plan for the Police Officers to incorporate federal and state law regulations; and

WHEREAS, the City Council's adoption of Ordinance 13-49 served to authorize the codification of the Municipal Police Officers' Retirement Trust Fund, the provisions of which were subsequently codified under Section 32.77 of the Code of Ordinances of the City of Port St. Lucie; and

WHEREAS, the City Council and the Board of Trustees of the City of Port St. Lucie Municipal Police Officers' Retirement Trust Fund desire to amend and clarify certain provisions of Section 32.77 of the Port St. Lucie Code of Ordinances entitled Police Officers' Retirement Trust Fund; and

WHEREAS, the Board of Trustees of the City of Port St. Lucie Municipal Police Officers' Retirement Trust Fund and the Board's attorney have requested and drafted changes to certain provisions of Section 32.77 of the City's Code of Ordinances in order to properly clarify, implement and comply with the recent changes made to Chapter 185 of the Florida Statutes, the Internal Revenue Code and its associated regulations, and also the provisions of the collective bargaining agreements with the three (3) sworn bargaining units that were approved by City Council on April 11, 2016; and

WHEREAS, the City Council desires to amend certain provisions of Section 32.77 of the Port St. Lucie Code of Ordinances entitled "Police Officers' Retirement Trust Fund" pursuant to the request of the Board's attorney.

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

Additions to text are indicated by underline; deletions by ~~strikeout~~.

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

Section 2. The City of Port St. Lucie Municipal Police Officers' Retirement Trust Fund, adopted pursuant to Ordinance No. 13-49, and codified under Section 32.77 of the Code of Ordinances of the City of Port St. Lucie is hereby amended by amending Section 32.77(a)(1), *Definitions*, specifically the definitions of "Actuarial Equivalent," "Credited Services," and "Spouse" to read as follows:

* * * * *

"Actuarial Equivalent" means a benefit or amount of equal value, based upon the RP 2000 Combined Healthy Unisex Mortality Table and an interest rate ~~of eight and one half percent per annum~~ equal to the investment return assumption set forth in the last actuarial valuation report approved by the Board. This definition may only be amended by the city pursuant to the recommendation of the board using assumptions adopted by the board with the advice of the plan's actuary, such that actuarial assumptions are not subject to city discretion;

* * * * *

"Credited Service" means the total number of years and fractional parts of years of service as a police officer with member contributions, when required, omitting intervening years or fractional parts of years when such member was not employed by the city as a police officer. A member may voluntarily leave his accumulated contributions in the fund for a period of five years after leaving the employ of the police department pending the possibility of being reemployed as a police officer, without losing credit for the time that he was a member of the system. If a vested member leaves the employ of the police department, his accumulated contributions will be returned only upon his written request. If a member who is not vested is not reemployed as a police officer with the police department within five years, his accumulated contributions shall be returned, if $1,000.00 or less. If a member who is not vested is not reemployed within five years, his accumulated contributions, if more than $1,000.00, will be returned only upon the written request of the member and upon completion of a written election to receive a cash lump sum or to rollover the lump sum amount on forms designated by the board. Upon return of a member's accumulated contributions, all of his rights and benefits under the system are forfeited and terminated. Upon any reemployment, a police officer shall not receive credit for the years and fractional parts of years of service for which he has withdrawn his accumulated contributions from the fund, unless the police officer repays into the fund the contributions he has withdrawn, with interest, as determined by the board, within 90 days after his reemployment.

The years or fractional parts of a year that a member performs "qualified military service" consisting of voluntary or involuntary "service in the uniformed services" as defined in the Uniformed Services Employment and Reemployment Rights Act (USERRA) (P.L.103-353), after separation from

employment as a police officer with the city, shall be added to his years of credited service for all purposes, including vesting, provided that:

(1) The member is entitled to reemployment under the provisions of USERRA.

(2) The member returns to his employment as a police officer within one-year from the earlier of the date of his military discharge or his release from active service, unless otherwise required by USERRA.

(3) The maximum credit for military service pursuant to this subsection shall be five years.

(4) This subsection is intended to satisfy the minimum requirements of USERRA. To the extent that this subsection does not meet the minimum standards of USERRA, as it may be amended from time to time, the minimum standards shall apply.

In the event a member dies on or after January 1, 2007, while performing USERRA qualified military service, the beneficiaries of the member are entitled to any benefits (other than benefit accruals relating to the period of qualified military service) as if the member had resumed employment and then died while employed.

Beginning January 1, 2009, to the extent required by Section 414(u)(12) of the Code, an individual receiving differential wage payments (as defined under Section 3401(h)(2) of the Code) from an employer shall be treated as employed by that employer, and the differential wage payment shall be treated as compensation for purposes of applying the limits on annual additions under Section 415(c) of the Code. This provision shall be applied to all similarly situated individuals in a reasonably equivalent manner.

Leave conversions of unused accrued paid time off shall not be permitted to be applied toward the accrual of Credited Service either during each Plan Year of a Member's employment with the City of in the Plan Year in which the Member terminates employment.

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"Spouse" means ~~the lawful wife or husband of a~~ member's or retiree's spouse under applicable law at the time benefits become payable.

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Section 3. The City of Port St. Lucie Municipal Police Officers' Retirement Trust Fund, adopted pursuant to Ordinance No. 13-49, and codified under Section 32.77 of the Code of Ordinances of the City of Port St. Lucie is hereby amended by amending Section 32.77(b), *Membership*, to read as follows:

* * * * *

(b) *Membership.*

(1) *Conditions of eligibility.* All police officers who are members as of May 8, 2013, and all future new police officers, shall become members of this system as a condition of employment.

(2) *Designation of beneficiary.* Each police officer shall complete a form prescribed by the board designating a beneficiary or beneficiaries.

(3) *Opt out option.* Notwithstanding subsection (b)(1), conditions of eligibility, above, any ~~future~~ new employee who is hired as police chief~~,~~ may, in the event he has elected to participate in another pension program, ~~within the first 90 days of his employment as police chief~~, notify the board and the city, in writing, of his election to not be a member of the system. Current employees of the City who are selected to become police chief are not eligible for the op-out provided for herein. In the event of any such election, he shall be barred from future membership in the system. Thereafter, contributions to the plan in accordance with section (e) shall not be required, he shall not be eligible to be elected as a member trustee on the board or vote for a member trustee, and he shall not be eligible for any other benefits from the plan.

(4) *Opt in option.* Any police officer, except a police chief who has or will opt out pursuant to subsection (b)(3), who is not a member on August 26, 2013 shall be permitted to elect to become a member on November 2, 2013 as a new member by notifying the board and the city in writing of his election prior to November 2, 2013.

* * * * *

Section 4. The City of Port St. Lucie Municipal Police Officers' Retirement Trust Fund, adopted pursuant to Ordinance No. 13-49, and codified under Section 32.77 of the Code of Ordinances of the City of Port St. Lucie is hereby amended by amending Section 32.77(d), *Finances and Fund Management*, to read as follows:

* * * * *

(d) *Finances and Fund Management.*

Establishment and operation of fund.

(1) As part of the system, there is hereby established the fund, into which shall be deposited all of the contributions and assets whatsoever attributable to the system, including the assets of the prior municipal police officers' retirement trust fund.

(2) The actual custody and supervision of the fund (and assets thereof) shall be vested in the board. Payment of benefits and disbursements from the fund shall be made by the disbursing agent but only upon written authorization from the board.

(3) All funds of the municipal police officers' retirement trust fund may be deposited by the board with the finance director of the city, acting in a ministerial capacity only, who shall be liable in the same manner and to the same extent as he is liable for the safekeeping of funds for the city. However, any funds so deposited with the finance director of the city shall be kept in a separate fund by the finance director or clearly identified as such funds of the municipal police officers' retirement trust fund. In lieu thereof, the board shall deposit the funds of the municipal police officers' retirement trust fund in a qualified public depository as defined in F.S. § 280.02, which depository with regard to such funds shall conform to and be bound by all of the provisions of F.S. ch. 280. In order to fulfill its investment responsibilities as set forth herein, the board may retain the services of a custodian bank, an investment advisor registered under the Investment Advisors Act of 1940 or otherwise exempt from such required registration, an insurance company, or a combination of these, for the purposes of investment decisions and management. Such investment manager shall have discretion, subject to any guidelines as prescribed by the board, in the investment of all fund assets.

(4) All funds and securities of the system may be commingled in the fund, provided that accurate records are maintained at all times reflecting the financial composition of the fund, including accurate current accounts and entries as regards the following:

a. Current amounts of accumulated contributions of members on both an individual and aggregate account basis, and

b. Receipts and disbursements, and

c. Benefit payments, and

d. Current amounts clearly reflecting all monies, funds and assets whatsoever attributable to contributions and deposits from the city, and

e. All interest, dividends and gains (or losses) whatsoever, and

f. Such other entries as may be properly required so as to reflect a clear and complete financial report of the fund.

(5) An audit shall be performed annually by a certified public accountant for the most recent fiscal year of the system showing a detailed listing of assets and a statement of all income and disbursements during the year. Such income and disbursements must be reconciled with the assets at the beginning and end of the year. Such report shall reflect a complete evaluation of assets on both a cost and market basis, as well as other items normally included in a certified audit.

(6) The board shall have the following investment powers and authority:

a. The board shall be vested with full legal title to said fund, subject, however, and in any event to the authority and power of the city council to amend or terminate this fund, provided that no amendment or fund termination shall ever result in the use of any assets of this fund except for the payment of regular expenses and benefits under this system, except as otherwise provided herein. All contributions from time to time paid into the fund, and the income thereof, without distinction between principal and income, shall be held and administered by the board or its agent in the fund and the board shall not be required to segregate or invest separately any portion of the fund.

b. All monies paid/into or held in the fund shall be invested and reinvested by the board and the investment of all or any part of such funds shall subject to the following:

1. Notwithstanding any limitation provided for in F.S. ch. 185 to the contrary (unless such limitation may not be amended by local ordinance) or any limitation in prior city ordinances to the contrary, all monies paid into or held in the fund may be invested and reinvested in such securities, investment vehicles or property wherever situated and of whatever kind, as shall be approved by the board, including but not limited to common or preferred stocks, bonds, and other evidences of indebtedness or ownership. In no event, however, shall more than 25 percent of the assets of the fund at market value be invested in foreign securities.

2. The board shall develop and adopt a written investment policy statement setting forth permissible types of investments, goals and objectives of investments and setting quality and quantity limitations on investments in accordance with the recommendations of its investment consultants. The investment policy statement shall be reviewed by the board at least annually.

3. In addition, the board may, upon recommendation by the board's investment consultant, make investments in group trusts meeting the requirements of Internal Revenue Service Revenue Ruling 81-100, ~~and~~ Revenue Ruling 2011-1, IRS Notice 2012-6 and Revenue Ruling 2014-24 or successor rulings or guidance of similar import, and operated or maintained exclusively for the commingling and collective investment of monies, provided that the funds in the group trust consist exclusively of

trust assets held under plans qualified under Section 401(a) of the Code, individual retirement accounts that are exempt under Section 408(e) of the Code, eligible governmental plans that meet the requirements of Section 457(b) of the Code, and governmental plans under 401(a)(24) of the Code. For this purpose, a trust includes a custodial account or separate tax favored account maintained by an insurance company that is treated as a trust under Section 401(f) or under Section 457(g)(3) of the Code. While any portion of the assets of the fund are invested in such a group trust, such group trust is itself adopted as a part of the system or plan.

(i) Any collective or common group trust to which assets of the fund are transferred pursuant to section (d)(6)b.3. shall be adopted by the board as part of the plan by executing appropriate participation, adoption agreements, and/or trust agreements with the group trust's trustee.

(ii) The separate account maintained by the group trust for the plan pursuant to section (d)(6)b.3. shall not be used for, or diverted to, any purpose other than for the exclusive benefit of the members and beneficiaries of the plan.

(iii) For purposes of valuation, the value of the separate account maintained by the group trust for the plan shall be the fair market value of the portion of the group trust held for the plan, determined in accordance with the generally recognized valuation procedures.

c. At least once every three years, and more often as determined by the board, the board shall retain a professionally qualified independent consultant, as defined in F.S. § 185.06, to evaluate the performance of all current investment managers and make recommendations regarding the retention of all such investment managers. These recommendations shall be considered by the board at its next regularly scheduled meeting.

d. The board may retain in cash and keep unproductive of income such amount of the fund as it may deem advisable, having regard for the cash requirements of the system.

e. Neither the board nor any trustee shall be liable for the making, retention or sale of any investment or reinvestment made as herein provided, nor for any loss or diminishment of the fund, except that due to his or its own negligence, willful misconduct or lack of good faith.

f. The board may cause any investment in securities held by it to be registered in or transferred into its name as trustee or into the name of such nominee as it may direct, or it may retain them unregistered and in form permitting transferability, but the books and records shall at all times show that all investments are part of the fund.

g. The board is empowered, but is not required, to vote upon any stocks, bonds, or securities of any corporation, association, or trust and to give general or specific proxies or powers of attorney with or without power of substitution; to participate in mergers, reorganizations, recapitalizations, consolidations, and similar transactions with respect to such securities; to deposit such stock or other securities in any voting trust or any protective or like committee with the trustees or with depositories designated thereby, to amortize or fail to amortize any part or all of the premium or discount resulting from the acquisition or disposition of assets; and generally to exercise any of the powers of an owner with respect to stocks, bonds, or other investments comprising the fund which it may deem to be to the best interest of the fund to exercise.

h. The board shall not be required to make any inventory or appraisal or report to any court, nor to secure any order of court for the exercise of any power contained herein.

i. Where any action which the board is required to take or any duty or function which it is required to perform either under the terms herein or under the general law applicable to it as trustee under this section, can reasonably be taken or performed only after receipt by it from a member, the city, or any other entity, of specific information, certification, direction or instructions, the board shall be free of liability in failing to take such action or perform such duty or function until such information, certification, direction or instruction has been received by it.

j. Any overpayments or underpayments from the fund to a member, retiree or beneficiary caused by errors of computation shall be adjusted with interest at a rate per annum approved by the board in such a manner that the actuarial

Additions to text are indicated by underline; deletions by ~~strikeout~~.

equivalent of the benefit to which the member, retiree or beneficiary was correctly entitled, shall be paid. Overpayments shall be charged against payments next succeeding the correction or collected in another manner if prudent underpayments shall be made up from the fund in a prudent manner.

k. The board shall sustain no liability whatsoever for the sufficiency of the fund to meet the payments and benefits provided for herein.

l. In any application to or proceeding or action in the courts, only the board shall be a necessary party, and no member or other person having an interest in the fund shall be entitled to any notice or service of process. Any judgment entered in such a proceeding or action shall be conclusive upon all persons.

m. Any of the foregoing powers and functions reposed in the board may be performed or carried out by the board through duly authorized agents, provided that the board at all times maintains continuous supervision over the acts of any such agent; provided further, that legal title to said fund shall always remain in the board.

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Section 5. The City of Port St. Lucie Municipal Police Officers' Retirement Trust Fund, adopted pursuant to Ordinance No. 13-49, and codified under Section 32.77 of the Code of Ordinances of the City of Port St. Lucie is hereby amended by amending Section 32.77(f), *Benefit Amounts and Eligibility*, to read as follows:

* * * * *

(f) *Benefit Amounts and Eligibility.*

(1) *Normal retirement age and date.* ~~A member's normal retirement date shall be the first day of the month coincident with, or next following the earlier of the attainment of age 55 and the completion of ten years of credited service or the attainment of age 52 and the completion of 25 years of credited service. A member may retire on his normal retirement date or on the first day of any month thereafter, and each member shall become 100 percent vested in his accrued benefit on the member's normal retirement date. Normal retirement under the system is retirement from employment with the city on or after the normal retirement date.~~

A member's normal retirement age is the earlier of the attainment of age fifty-five (55) and the completion of ten (10) years of Credited Service or the attainment of age fifty-two (52) and the completion of twenty-five (25) years of Credited Service. Each member shall become one hundred percent (100%) vested in his accrued benefit at normal retirement age. A member's normal retirement date shall be the first day of the month coincident with or next following the date the member retires from the City after attaining normal retirement age.

(2) *Normal retirement benefit.* A member retiring hereunder on or after his normal retirement date shall receive a monthly benefit which shall commence on the first day of the month coincident with or next following his retirement and be continued thereafter during member's lifetime, ceasing upon death, but with 120 monthly payments guaranteed in any event. The monthly retirement benefit shall equal three and nine-~~tenths~~ hundredths percent (3.09%) of average final compensation, for each year of credited service, for member's who retire prior to October 1, 2015. The monthly retirement benefit shall equal three and twenty-seven hundredths percent (3.27%) of average final compensation, for members who retire on or after October 1, 2015.

(3) *Early retirement date.* A member may retire on his early retirement date which shall be the first day of any month coincident with or next following the attainment of age 50 and the completion of ten years of credited service. Early retirement under the system is retirement from employment with the city on or after the early retirement date and prior to the normal retirement date.

(4) *Early retirement benefit.* A member retiring hereunder on his early retirement date may receive either a deferred or an immediate monthly retirement benefit payable in the same form as for normal retirement as follows:

a. A deferred monthly retirement benefit which shall commence on what would have been his normal retirement date had he continued employment as a police officer and shall be continued on the first day of each month thereafter. The amount of each such deferred monthly retirement benefit shall be determined in the same manner as for retirement on his normal retirement date except that credited service and average final compensation shall be determined as of his early retirement date; or

b. An immediate monthly retirement benefit which shall commence on his early retirement date and shall be continued on the first day of each month thereafter. The benefit payable shall be as determined in subsection (f)(4)a., reduced by three percent for each year by which the commencement of benefits precedes the date which would have been the member's normal retirement date had he continued employment as a police officer.

(5) *Required distribution date.* The member's benefit under this section must begin to be distributed to the member no later than April 1 of the calendar year following the later of the calendar year in which the member attains age 70½ or the calendar year in which the member terminates employment with the city.

* * * * *

Section 6. The City of Port St. Lucie Municipal Police Officers' Retirement Trust Fund, adopted pursuant to Ordinance No. 13-49, and codified under Section 32.77 of the Code of Ordinances of the City of Port St. Lucie is hereby amended by amending Section 32.77(h), *Disability*, to read as follows:

* * * * *

(h) *Disability.*

(1) *Disability benefits in-line of duty.* Any member who shall become totally and permanently disabled to the extent that he is unable, by reason of a medically determinable physical or mental impairment, to render useful and efficient service as a police officer, which disability was directly caused by the performance of his duty as a police officer, shall, upon establishing the same to the satisfaction of the board, be

entitled to a monthly pension equal to three and nine-~~tenths~~ hundredths percent (3.09%) of his average final compensation multiplied by the total years of credited service, but in any event the minimum amount paid to the member shall 42 percent of the average final compensation of the member. Terminated persons, either vested or non-vested, are not eligible for disability benefits~~, except that those terminated by the city for medical reasons may apply for a disability within 30 days after termination~~. Notwithstanding the previous sentence, if a member is terminated by the City for medical reasons, the terminated person may apply for a disability benefit if the application is filed with the board within thirty (30) days from the date of termination. If a timely application is received, it shall be processed and the terminated person shall be eligible to receive a disability benefit if the board otherwise determines that he is totally and permanently disabled as provided for above.

(2) *In-line of duty presumptions.*

a. Presumption. Any condition or impairment of health of a member caused by hypertension or heart disease shall be presumed to have been suffered in line of duty unless the contrary is shown by competent evidence, provided that such member shall have successfully passed a physical examination upon entering into such service, including cardiogram, which examination failed to reveal any evidence of such condition; and provided further, that such presumption shall not apply to benefits payable or granted in a policy of life insurance or disability insurance.

b. Additional presumption. The presumption provided for in this subsection shall apply only to those conditions described in this subsection that are diagnosed on or after January 1, 1996.

1. Definitions. As used in this subsection (h)(2)b., the following definitions apply:

Body fluids means blood and body fluids containing visible blood and other body fluids to which universal precautions for prevention of occupational transmission of blood-borne pathogens, as established by the Centers for Disease Control, apply. For purposes of potential transmission of meningococcal meningitis or tuberculosis, the term "body fluids" includes respiratory, salivary, and sinus fluids, including droplets, sputum, and saliva, mucous, and other fluids through which infectious airborne organisms can be transmitted between persons.

Emergency rescue or public safety member means any member employed full time by the city as a firefighter, paramedic, emergency medical technician, law enforcement officer, or correctional officer who, in the course of employment, runs a high risk of occupational exposure to hepatitis, meningococcal meningitis, or tuberculosis and who is not employed elsewhere in a similar capacity. However, the term "emergency rescue or public safety member" does not include any person employed by a public hospital licensed under F.S. ch. 395, or any person employed by a subsidiary thereof.

Hepatitis means hepatitis A, hepatitis B, hepatitis non-A, hepatitis non-B, hepatitis C, or any other strain of hepatitis generally recognized by the medical community.

High risk of occupational exposure means that risk that is incurred because a person subject to the provisions of this subsection, in performing the basic duties associated with his employment:

i. Provides emergency medical treatment in a non-health care setting where there is a potential for transfer of body fluids between persons;

ii. At the site of an accident, fire, or other rescue or public safety operation, or in an emergency rescue or public safety vehicle, handles body fluids in or out of containers or works with or otherwise handles needles or other sharp instruments exposed to body fluids;

iii. Engages in the pursuit, apprehension, and arrest of law violators or suspected law violators and, in performing such duties, may be exposed to body fluids; or

iv. Is responsible for the custody, and physical restraint when necessary, of prisoners or inmates within a prison, jail, or other criminal detention facility, while on work detail outside the facility, or while being transported and, in performing such duties, may be exposed to body fluids.

Occupational exposure means, in the case of hepatitis, meningococcal meningitis, or tuberculosis, means an exposure that occurs during the performance of job duties that may place a worker at risk of infection.

2. Presumption. Any emergency rescue or public safety member who suffers a condition or impairment of health that is caused by hepatitis, meningococcal meningitis, or tuberculosis, that requires medical treatment, and that results in total or partial disability or death shall be presumed to have a disability suffered in the line of duty, unless the contrary is shown by competent evidence; however, in order to be entitled to the presumption, the member must, by written affidavit as provided in F.S. § 92.50, verify by written declaration that, to the best of his knowledge and belief:

i. In the case of a medical condition caused by or derived from hepatitis, he has not:

(A) Been exposed, through transfer of bodily fluids, to any person known to have sickness or medical conditions derived from hepatitis, outside the scope of his employment;

(B) Had a transfusion of blood or blood components, other than a transfusion arising out of an accident or injury happening in connection with his present employment, or received any blood products for the treatment of a coagulation disorder since last undergoing medical tests for hepatitis, which tests failed to indicate the presence of hepatitis;

(C) Engaged in unsafe sexual practices or other high-risk behavior, as identified by the Centers for Disease Control or the Surgeon General of the United States or had sexual relations

with a person known to him to have engaged in such unsafe sexual practices or other high-risk behavior; or

(D) Used intravenous drugs not prescribed by a physician.

ii. In the case of meningococcal meningitis, in the ten days immediately preceding diagnosis he was not exposed, outside the scope of his employment, to any person known to have meningococcal meningitis or known to be an asymptomatic carrier of the disease.

iii. In the case of tuberculosis, in the period of time since the member's last negative tuberculosis skin test, he has not been exposed, outside the scope of his employment, to any person known by him to have tuberculosis.

3. Immunization. Whenever any standard, medically recognized vaccine or other form of immunization or prophylaxis exists for the prevention of a communicable disease for which a presumption is granted under this section, if medically indicated in the given circumstances pursuant to immunization policies established by the Advisory Committee on Immunization Practices of the U.S. Public Health Service, an emergency rescue or public safety member may be required by the city to undergo the immunization or prophylaxis unless the member's physician determines in writing that the immunization or other prophylaxis would pose a significant risk to the member's health. Absent such written declaration, failure or refusal by an emergency rescue or public safety member to undergo such immunization or prophylaxis disqualifies the member from the benefits of the presumption.

4. Record of exposures. The city shall maintain a record of any known or reasonably suspected exposure of an emergency rescue or public safety member in its employ to the disease described in this section and shall immediately notify the member of such exposure. An emergency rescue or public safety member shall file an incident or accident report with the city of each instance of known or suspected occupational exposure to hepatitis infection, meningococcal meningitis, or tuberculosis.

5. Required medical tests; pre-employment physical. In order to be entitled to the presumption provided by this section:

i. An emergency rescue or public safety member must, prior to diagnosis, have undergone standard, medically acceptable tests for evidence of the communicable disease for which the presumption is sought, or evidence of medical conditions derived therefrom, which tests fail to indicate the presence of infection This subsection does not apply in the case of meningococcal meningitis.

ii. On or after June 15, 1995, an emergency rescue or public safety member may be required to undergo a pre-employment physicalexamination that tests for and fails to reveal any evidence of hepatitis or tuberculosis.

Additions to text are indicated by underline; deletions by ~~strikeout~~.

(3) *Disability benefits not-in-line of duty.* Any member with ten years or more credited service who shall become totally and permanently disabled to the extent that he is unable, by reason of a medically determinable physical or mental impairment, to render useful and efficient service as a police officer, which disability is not directly caused by the performance of his duties as a police officer shall, upon establishing the same to the satisfaction of the board, be entitled to a monthly pension equal to three and nine-~~tenths~~ hundredths percent (3.09%) of his average final compensation multiplied by the total years of credited service. Terminated persons, either vested or non-vested, are not eligible for disability benefits~~, except that those terminated by the city for medical reasons may apply for a disability within 30 days after termination~~. Notwithstanding the previous sentence, if a member is terminated by the City for medical reasons, the terminated person may apply for a disability benefit if the application is filed with the board within thirty (30) days from the date of termination. If a timely application is received, it shall be processed and the terminated person shall be eligible to receive a disability benefit if the board otherwise determines that he is totally and permanently disabled as provided for above.

(4) *Conditions disqualifying disability benefits.* Each member who is claiming disability benefits shall establish, to the satisfaction of the board, that such disability was not occasioned primarily by:

a. Excessive or habitual use of any drugs, intoxicants or narcotics.

b. Injury or disease sustained while willfully and illegally participating in fights, riots or civil insurrections or while committing a crime.

c. Injury or disease sustained while serving in any branch of the Armed Forces.

d. Injury or disease sustained by the member after his employment as a police officer with the city shall have terminated.

e. Injury or disease sustained by the member while working for anyone other than the city and arising out of such employment.

(5) *Physical examination requirement.* A member shall not become eligible for disability benefits until and unless he undergoes a physical examination by a qualified physician or physicians and/or surgeon or surgeons, who shall be selected by the board for that purpose. The board shall not select the member's treating physician or surgeon for this purpose except in an unusual case where the board determines that it would be reasonable and prudent to do so.

Any retiree receiving disability benefits under provisions of this section may be required by the board to submit sworn statements of his condition accompanied by a physician's statement (provided at the retiree's expense) to the board annually and may be required by the board to undergo additional periodic re-examinations by a qualified physician or physicians and/or surgeon or surgeons who shall be selected by the board, to determine if such disability has ceased to exist. If the board finds that the retiree is no longer permanently and totally disabled to the extent that he is unable to render useful and efficient service as a police officer, the board shall recommend to the city that the retiree be returned to performance of duty as a police officer, and the retiree so returned shall enjoy the same rights that he had at the time he was placed upon pension. In the event the retiree so ordered to return shall refuse to comply with the order within 30 days from the issuance thereof, he shall forfeit the right to his pension.

The cost of the physical examination and/or re-examination of the member claiming or the retiree receiving disability benefits shall be borne by the fund. All other reasonable costs as determined by the board incident to the physical examination, such as, but not limited to, transportation, meals and hotel accommodations, shall be borne by the fund.

If the retiree recovers from disability and reenters the service of the city as a police officer, his service will be deemed to have been continuous, but the period beginning with the first month for which he received a disability retirement income payment and ending with the date he reentered the service of the city will not be considered as credited service for the purposes of the system.

The board shall have the power and authority to make the final decisions regarding all disability claims.

(6) *Disability payments.* The monthly benefit to which a member is entitled in the event of the member's disability retirement shall be payable on the first day of the first month after the board determines such entitlement. However, the monthly retirement income shall be payable as of the date the board determined such entitlement, and any portion due for a partial month shall be paid together with the first payment. The last payment will be:

a. If the retiree recovers from the disability, the payment due next preceding the date of such recovery, or

b. If the retiree dies without recovering from disability, the payment due next preceding his death or the 120th monthly payment, whichever is later.

Provided, however, the disability retiree may select, at any time prior to the date on which benefit payments begin, an optional form of benefit payment as described in subsection (j)(1)a. or b., which shall be the actuarial equivalent of the normal form of benefit.

(7) *Workers' compensation.* When a retiree is receiving a disability pension and workers' compensation benefits pursuant to F.S. ch. 440, for the same disability, and the total monthly benefits received from both exceed 100 percent of the member's average monthly wage, as defined in F.S. ch. 440, the disability pension benefit shall be reduced so that the total monthly amount received by the retiree does not exceed 100 percent of such average monthly wage. The amount of any lump sum workers' compensation payment shall be converted to an equivalent monthly benefit payable for ten years certain by dividing the lump sum amount by 83.9692. Notwithstanding the foregoing, in no event shall the disability pension benefit be reduced below the greater of 42 percent of average final compensation or ~~two percent~~ two and three quarters percent (2.75%) of average final compensation times years of credited service.

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Section 7. The City of Port St. Lucie Municipal Police Officers' Retirement Trust Fund, adopted pursuant to Ordinance No. 13-49, and codified under Section 32.77 of the Code of Ordinances of the City of Port St. Lucie is hereby amended by amending Section 32.77(j), *Optional Forms of Benefits*, to read as follows:

* * * * *

(j) *Optional Forms of Benefits.*

(1) In lieu of the amount and form of retirement income payable in the event of normal or early retirement as specified herein, a member, upon written request to the board, may elect to receive a retirement income or benefit of equivalent actuarial value payable in accordance with one of the following options:

a. A retirement income of a monthly amount payable to the retiree for his lifetime only.

b. A retirement income of a modified monthly amount, payable to the retiree during the lifetime of the retiree and following the death of the retiree, 100 percent, 75 percent, 662/3 percent or 50 percent of such monthly amount payable to a joint pensioner for his lifetime. Except where the retiree's joint pensioner is his spouse, the payments to the joint pensioner as a percentage of the payments to the retiree shall not exceed the applicable percentage provided for in the applicable table in the Treasury Regulations. (See Q&A-2 of 1.401(a)(9)-6)

c. If a member retires prior to the time at which social security benefits are payable, he may elect to receive an increased retirement benefit until such time as social security benefits shall be assumed to commence and a reduced benefit thereafter in order to provide, to as great an extent as possible, a more level retirement allowance during the entire period of retirement. The amounts payable shall be as recommended by the actuaries for the system, based upon the social security law in effect at the time of the member's retirement.

(2) The member, upon electing any option of this subsection, will designate the joint pensioner (subsection (j)(1)b.) or beneficiary (or beneficiaries) to receive the benefit, if any, payable under the system in the event of member's death, and will have the power to change such designation from time to time. Such designation will name a joint pensioner or one or more primary beneficiaries where applicable. A member may change his beneficiary at any time. If a member has elected an option with a joint pensioner and member's retirement income benefits have commenced, member may thereafter change his designated beneficiary at any time, but may only change his joint pensioner twice. Subject to the restriction in the previous sentence, a member may substitute a new joint pensioner for a deceased joint pensioner. <u>In the absence of proof of good health of the joint pensioner being replaced, the actuary will assume that the joint pensioner has deceased for purposes of calculating the new payment.</u>

(3) The consent of a member's or retiree's joint pensioner or beneficiary to any such change shall not be required. The rights of all previously-designated beneficiaries to receive benefits under the system shall thereupon cease.

(4) Upon change of a retiree's joint pensioner in accordance with this subsection, the amount of the retirement income payable to the retiree shall be actuarially redetermined to take into account the age of the former joint pensioner, the new joint pensioner and the retiree and to ensure that the benefit paid is the actuarial equivalent of the present value of the retiree's then-current benefit at the time of the change. Any such retiree shall pay the actuarial recalculation expenses. Each request for a change will be made in writing on a form prepared by the board and on completion will be filed with the board. In the event that no designated beneficiary survives the retiree, such benefits as are payable in the event of the death of the retiree subsequent to his retirement shall be paid as provided in subsection (k).

(5) Retirement income payments shall be made under the option elected in accordance with the provisions of this subsection and shall be subject to the following limitations:

a. If a member dies prior to his normal retirement date or early retirement date, whichever first occurs, no retirement benefit will be payable under the option to any person, but the benefits, if any, will be determined under the pre-retirement death section.

b. If the designated beneficiary (or beneficiaries) or joint pensioner dies before the member's retirement under the system, the option elected will be canceled automatically and a retirement income of the normal form and amount will be payable to the member upon his retirement as if the election had not been made, unless a new election is made in accordance with the provisions of this section or a new beneficiary is designated by the member prior to his retirement.

c. If both the retiree and the beneficiary (or beneficiaries) designated by member or retiree die before the full payment has been effected under any option providing for payments for a period certain and life thereafter, made pursuant to the provisions of subsection (j)(1), the board may, in its discretion, direct that the commuted value of the remaining payments be paid in a lump sum and in accordance with subsection (k).

d. If a member continues beyond his normal retirement date pursuant to the provisions of subsection (f)(1), and dies prior to his actual retirement and while an option made pursuant to the provisions of this section is in effect, monthly retirement income payments will be made, or a retirement benefit will be paid, under the option to a beneficiary (or beneficiaries) designated by the member in the amount or amounts computed as if the member had retired under the option on the date on which his death occurred.

e. The member's benefit under this subsection must begin to be distributed to the member no later than April 1 of the calendar year following the later of the calendar year in which the member attains age 70½ or the calendar year in which the member terminates employment with the city.

(6) A retiree may not change his retirement option after the date of cashing or depositing his first retirement check.

(7) Notwithstanding anything herein to the contrary, the board in its discretion, may elect to make a lump sum payment to a member or a member's beneficiary in the event that the total commuted value of the monthly income payments to be paid do not exceed $1,000.00. Any such payment made to any person pursuant to the power and discretion conferred upon the board by the preceding sentence shall operate as a complete discharge of all obligations under the system with regard to such member and shall not be subject to review by anyone, but shall be final, binding and conclusive on all persons.

* * * * *

Section 8. The City of Port St. Lucie Municipal Police Officers' Retirement Trust Fund, adopted pursuant to Ordinance No. 13-49, and codified under Section 32.77 of the Code of Ordinances of the City of Port St. Lucie is hereby amended by amending Section 32.77(o), *Maximum Pension*, to read as follows:

* * * * *

(o) *Maximum Pension.*

(1) *Basic limitation.* Notwithstanding any other provisions of this system to the contrary, the member contributions paid to, and retirement benefits paid from, the system shall be limited to such extent as may be necessary to conform to the requirements of Code Section 415 for a qualified retirement plan. Before January 1, 1995, a plan member may not receive an annual benefit that exceeds the limits specified in Code Section 415(b), subject to the applicable adjustments in that section. On and after January 1, 1995, a plan member may not receive an annual benefit that exceeds the dollar amount specified in Code Section 415(b)(1)(A) ($160,000.00), subject to the applicable adjustments in Code Section 415(b) and subject to any additional limits that may be specified in this system. For purposes of this subsection, "limitation year" shall be the calendar year.

For purposes of Code Section 415(b), the "annual benefit" means a benefit payable annually in the form of a straight life annuity (with no ancillary benefits) without regard to the benefit attributable to after-tax employee contributions (except pursuant to Code Section 415(n) and to rollover contributions (as defined in Code Section 415(b)(2)(A)). The "benefit attributable" shall be determined in accordance with Treasury Regulations.

(2) *Adjustments to basic limitation for form of benefit.* If the benefit under the plan is other than the annual benefit described in subsection (o)(1), then the benefit shall be adjusted so that it is the equivalent of the annual benefit, using factors prescribed in Treasury Regulations. If the form of the benefit without regard to any automatic benefit increase feature is not a straight life annuity or a qualified joint and survivor annuity, then the preceding sentence is applied by either reducing the Code Section 415(b) limit applicable at the annuity starting date or adjusting the form of benefit to an actuarially equivalent amount (determined using the assumptions specified in Treasury Regulation Section 1.415(b)-1(c)(2)(ii)) that takes into account the additional benefits under the form of benefit as follows:

a. For a benefit paid in a form to which Section 417(e)(3) of the Code does not apply (generally, a monthly benefit), the actuarially equivalent straight life annuity benefit that is the greater of

1. The annual amount of the straight life annuity (if any) payable to the member under the plan commencing at the same annuity starting date as the form of benefit to the member, or

2. The annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the form of benefit payable to the member, computed using a five percent interest assumption (or the applicable statutory interest assumption) and (i) for years prior to January 1, 2009, the applicable mortality tables described in Treasury Regulation Section 1.417(e)-1(d)(2) (Revenue Ruling 2001-62 or any subsequent Revenue Ruling modifying the applicable provisions of Revenue Rulings 2001-62), and (ii) for years after December 31, 2008, the applicable mortality tables described in Section 417(e)(3)(B) of the Code (Notice 2008-85 or any subsequent Internal Revenue Service guidance implementing Section 417(e)(3)(B) of the Code); or

b. For a benefit paid in a form to which Section 417(e)(3) of the Code applies (generally, a lump sum benefit), the actuarially equivalent straight life annuity benefit that is the greatest of

1. The annual amount of the straight life annuity commencing at the annuity starting date that has the same actuarial present value as the particular form of benefit payable, computed using the interest rate and mortality table, or tabular factor, specified in the plan for actuarial experience;

2. The annual amount of the straight life annuity commencing at the annuity starting date that has the same actuarial present value as the particular form of benefit payable, computed using a five and one-half percent interest assumption (or the applicable statutory interest assumption) and:

   i. For years prior to January 1, 2009, the applicable mortality tables for the distribution under Treasury Regulation Section 1.417(e)-1(d)(2) (the mortality table specified in Revenue Ruling 2001-62 or any subsequent revenue ruling modifying the applicable provisions of Revenue Ruling 2001-62), and

   ii. For years after December 31, 2008, the applicable mortality tables described in Section 417(e)(3)(B) of the Code (Notice 2008-85 or any subsequent Internal Revenue Service guidance implementing section 417(e)(3)(B) of the Code); or

3. The annual amount of the straight life annuity commencing at the annuity starting date that has the same actuarial present value as the particular form of benefit payable (computed using the applicable interest rate for the distribution under Treasury Regulation Section 1.417(e)-1(d)(3) (the 30-year Treasury rate (prior to January 1, 2007, using the rate in effect for the month prior to retirement, and on and after January 1, 2007, using the rate in effect for the first day of the plan year with a one-year stabilization period)) and:

   i. For years prior to January 1, 2009, the applicable mortality tables for the distribution under Treasury Regulation Section 1.417(e)-1(d)(2) (the mortality table specified in Revenue Ruling 2001-62 or any subsequent Revenue Ruling modifying the applicable provisions of Revenue Ruling 2001-62), and

   ii. For years after December 31, 2008, the applicable mortality tables described in Section 417(e)(3)(B) of the Code (Notice 2008-85 or actuary may adjust the 415(b) limit at the annuity starting date in accordance with subsections (o)(2)a. and b.

(3) *Benefits not taken into account.* For purposes of this subsection, the following benefits shall not be taken into account in applying these limits:

   a. Any ancillary benefit which is not directly related to retirement income benefits;

   b. Any other benefit not required under Section 415(b)(2) of the Code and regulations thereunder to be taken into account for purposes of the limitation of Code Section 415(b)(1); and

   c. That portion of any joint and survivor annuity that constitutes a qualified joint and survivor annuity.

(4) *COLA effect.* Effective on and after January 1, 2003, for purposes of applying the limits under Code Section 415(b) (the "limit"), the following will apply:

a. A member's applicable limit will be applied to the member's annual benefit in the member's first limitation year of benefit payments without regard to any automatic cost of living adjustments;

b. Thereafter, in any subsequent limitation year, a member's annual benefit, including any automatic cost of living increases, shall be tested under the then applicable benefit limit including any adjustment to the Code Section 415(b)(1)(A) dollar limit under Code Section 415(d), and the regulations thereunder; but

c. In no event shall a member's benefit payable under the system in any limitation year be greater than the limit applicable at the annuity starting date, as increased in subsequent years pursuant to Code Section 415(d) and the regulations thereunder.

Unless otherwise specified in the system, for purposes of applying the limits under Code Section 415(b), a member's applicable limit will be applied taking into consideration cost of living increases as required by Section 415(b) of the Internal Revenue Code and applicable Treasury Regulations.

(5) *Other adjustments in limitations.*

a. In the event the member's retirement benefits become payable before age 62, the limit prescribed by this section shall be reduced in accordance with regulations issued by the Secretary of the Treasury pursuant to the provisions of Code Section 415(b) of the Code, so that such limit (as so reduced) equals an annual straight life benefit (when such retirement income benefit begins) which is equivalent to a $160,000.00 annual benefit beginning at age 62.

b. In the event the member's benefit is based on at least 15 years of credited service as a full-time employee of the police or fire department of the city, the adjustments provided for in subsection (o)(5)a. shall not apply.

c. The reductions provided for in subsection (o)(5)a. above shall not be applicable to disability benefits pursuant to subsection (h), or pre-retirement death benefits paid pursuant to subsection (g).

d. In the event the member's retirement benefit becomes payable after age 65, for purposes of determining whether this benefit meets the limit set forth in subsection (o)(1), such benefit shall be adjusted so that it is actuarially equivalent to the benefit beginning at age 65. This adjustment shall be made in accordance with regulations promulgated by the Secretary of the Treasury or his delegate.

(6) *Less than ten years of participation ~~or service~~.* The maximum retirement benefits payable under this subsection to any member who has completed less than ten years of ~~credited service with the city~~ participation shall be the amount determined under subsection (o)(1) multiplied by a fraction, the numerator of which is the number of the member's years of ~~credited service~~ participation and the denominator of which is ten. The reduction provided by this subsection cannot reduce the maximum benefit below ten percent of the limit determined without regard to this subsection. The reduction provided for in this subsection shall not be applicable to pre-retirement disability benefits paid pursuant to subsection (h), or pre-retirement death benefits paid pursuant to subsection (g).

(7) *Participation in other defined benefit plans.* The limit of this subsection with respect to any member who at any time has been a member in any other defined benefit plan as defined in Code Section 414(j) maintained by the city shall apply as if the total benefits payable under all city defined benefit plans in which the member has been a member were payable from one plan.

(8) *Ten thousand dollar limit; less than ten years of service.* Notwithstanding anything in this subsection, the retirement benefit payable with respect to a member shall be deemed not to exceed the limit set forth in this subsection (o)(8) if the benefits payable, with respect to such member under this system and under all other qualified defined benefit pension plans to which the city contributes, do not exceed $10,000.00 for the applicable limitation year and for any prior limitation year and the city has not any time maintained a qualified defined contribution plan in which the member participated; provided, however, that if the member has completed less than ten years of credited service with the city, the limit under this subsection (o)(8) shall be a reduced limit equal to $10,000.00 multiplied by a fraction, the numerator of which is the number of the member's years of credited service and the denominator of which is ten.

(9) *Reduction of benefits.* Reduction of benefits and/or contributions to all plans, where required, shall be accomplished by first reducing the member's benefit under any defined benefit plans in which member participated, such reduction to be made first with respect to the plan in which member most recently accrued benefits and thereafter in such priority as shall be determined by the board and the plan administrator of such other plans, and next, by reducing or allocating excess forfeitures for defined contribution plans in which the member participated, such reduction to be made first with respect to the plan in which member most recently accrued benefits and thereafter in such priority as shall be established by the board and the plan administrator for such other plans provided, however, that necessary reductions may be made in a different manner and priority pursuant to the agreement of the board and the plan administrator of all other plans covering such member.

~~10.~~(10) *Service credit purchase limits.*

a. Effective for permissive service credit contributions made in limitation years beginning after December 31, 1997, if a member makes one or more contributions to purchase permissive service credit under the system, as allowed in subsection (y) and (z), then the requirements of this section will be treated as met only if:

1. The requirements of Code Section 415(b) are met, determined by treating the accrued benefit derived from all such contributions as an annual benefit for purposes of Code Section 415(b), or

2. The requirements of Code Section 415(c) are met, determined by treating all such contributions as annual additions for purposes of Code Section 415(c).

For purposes of applying subsection (o)(10)a.1., the system will not fail to meet the reduced limit under Code Section 415(b)(2)(c) solely by reason of this subsection, and for purposes of applying subsection (o)(10)a.2. the system will not fail to meet the percentage limitation under Section 415(c)(1)(B) of the Internal Revenue Code solely by reason of this subsection.

b. For purposes of this subsection the term "permissive service credit" means service credit:

1. Recognized by the system for purposes of calculating a member's benefit under the plan,

2. Which such member has not received under the plan, and

3. Which such member may receive only by making a voluntary additional contribution, in an amount determined under the system, which does not exceed the amount necessary to fund the benefit attributable to such service credit.

Effective for permissive service credit contributions made in limitation years beginning after December 31, 1997, such term may, if otherwise provided by the system, include service credit for periods for which there is no performance of service, and, notwithstanding clause (o)(10)b.2., may include service credited in order to provide an increased benefit for service credit which a member is receiving under the system.

(11) *Contribution limits.*

a. For purposes of applying the Code Section 415(c) limits which are incorporated by reference and for purposes of this subsection (o)(11), only and for no other purpose, the definition of compensation where applicable will be compensation actually paid or made available during a limitation year, except as noted below and as permitted by Treasury Regulations Section 1.415(c)-2, or successor regulations. Unless another definition of compensation that is permitted by Treasury Regulations Section 1.415(c)-2, or successor regulation, is specified by the system, compensation will be defined as wages within the meaning of Code Section 3401(a) and all other payments of compensation to an employee by an employer for which the employer is required to furnish the employee a written statement under Code Sections 6041(d), 6051(a)(3) and 6052 and will be determined without regard to any rules under Code Section 3401(a) that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in Code Section 3401(a)(2).

1. However, for limitation years beginning after December 31, 1997, compensation will also include amounts that would otherwise be included in compensation but for an election under Code Sections 125(a), 402(e)(3), 402(h)(1)(B), 402(k), or 457(b). For limitation years beginning after December 31, 2000, compensation will also include any elective amounts that are not includible in the gross income of the employee by reason of Code Section 132(f)(4).

2. For limitation years beginning on and after January 1, 2007, compensation for the limitation year will also include compensation paid by the later of two and one-half months after an employee's severance from employment or the end of the limitation year that includes the date of the employee's severance from employment if:

i. The payment is regular compensation for services during the employee's regular working hours, or compensation for services outside the employee's regular working hours (such as overtime or shift differential), commissions, bonuses or other similar payments, and, absent a severance

from employment, the payments would have been paid to the employee while the employee continued in employment with the employer; or

ii. The payment is for unused accrued bona fide sick, vacation or other leave that the employee would have been able to use if employment had continued.

3. Back pay, within the meaning of Treasury Regulations Section 1.415(c)-2(g)(8), shall be treated as compensation for the limitation year to which the back pay relates to the extent the back pay represents wages and compensation that would otherwise be included under this definition.

b. Notwithstanding any other provision of law to the contrary, the board may modify a request by a member to make a contribution to the system if the amount of the contribution would exceed the limits provided in Code Section 415 by using the following methods:

1. If the law requires a lump sum payment for the purchase of service credit, the board may establish a periodic payment deduction plan for the member to avoid a contribution in excess of the limits under Code Sections 415(c) or 415(n).

2. If payment pursuant to subsection (o)(11)b.1. will not avoid a contribution in excess of the limits imposed by Code Section 415(c), the board may either reduce the member's contribution to an amount within the limits of that section or refuse the member's contribution.

c. If the annual additions for any member for a limitation year exceed the limitation under Section 415(c) of the Code, the excess annual addition will be corrected as permitted under the employee plans compliance resolution system (or similar IRS correction program).

d. For limitation years beginning on or after January 1, 2009, a member's compensation for purposes of this subsection (o)(11) shall not exceed the annual limit under Section 401(a)(17) of the Code.

(12) *Additional limitation on pension benefits.* Notwithstanding anything herein to the contrary:

a. The normal retirement benefit or pension payable to a retiree who becomes a member of the system and who has not previously participated in such system, on or after January 1, 1980, shall not exceed 100 percent of his average final compensation. However, nothing contained in this subsection shall apply to supplemental retirement benefits or to pension increases attributable to cost-of-living increases or adjustments.

b. No member of the system shall be allowed to receive a retirement benefit or pension which is in part or in whole based upon any service with respect to which the member is already receiving, or will receive in the future, a retirement benefit or pension from a different employer's retirement system or plan. This restriction does not apply to social security benefits or federal benefits under Chapter ~~67~~ 1223, Title 10, U.S. Code.

(13) *Effect of direct rollover on 415(b) limit.* If the plan accepts a direct rollover of an employee's or former employee's benefit from a defined contribution plan qualified under 26 U.S. Code Section 401(a) which is maintained by the employer, any annuity

resulting from the rollover amount that is determined using a more favorable actuarial basis than required under U.S. Code Section 417(e) shall be included in the annual benefit for purposes of the limit under U.S. Code Section 415(b).

* * * * *

Section 9. The City of Port St. Lucie Municipal Police Officers' Retirement Trust Fund, adopted pursuant to Ordinance No. 13-49, and codified under Section 32.77 of the Code of Ordinances of the City of Port St. Lucie is hereby amended by amending Section 32.77(aa), *Deferred Retirement Option Plan*, to read as follows:

* * * * *

(aa) *Deferred Retirement Option Plan.*

(1) *Definitions.* As used in this section, the following definitions apply:

DROP means the city municipal police officers' retirement trust fund deferred retirement option plan.

DROP account means The account established for each DROP participant under subsection (aa)(3).

Total Return of the Assets means, for purposes of calculating earnings on a members' *DROP account* pursuant to subsection (3)b.2.ii., for each fiscal year quarter, the percentage increase (or decrease) in the interest and dividends earned on investments, including realized and unrealized gains (or losses), of the total plan assets.

(2) *Participation.*

a. *Eligibility to participate.* In lieu of terminating his employment as a police officer, any member who is eligible for normal retirement under the system may elect to defer receipt of such service retirement pension and to participate in the DROP.

b. *Election to participate.* A member's election to participate in the DROP must be made in writing in a time and manner determined by the board and shall be effective on the first day of the first calendar month which is at least 15 business days after it is received by the board.

c. *Period of participation.* A member who elects to participate in the DROP under subsection (aa)(2)b., shall participate in the DROP for a period not to exceed 60 months beginning at the time his election to participate in the DROP first becomes effective. An election to participate in the DROP shall constitute an irrevocable election to resign from the service of the city not later than the date provided for in the previous sentence. A member may participate only once.

d. *Termination of participation.*

1. A Member's participation in the DROP shall cease at the earlier of:

i. The end of his permissible period of participation in the DROP as determined under subsection (aa)(2)c.; or

ii. Termination of his employment as a police officer.

2. Upon the member's termination of participation in the DROP, all amounts provided for in subsection (aa)(3)b., including monthly benefits and investment earnings and losses or interest, shall cease to be transferred from the system to his DROP account any amounts remaining in his DROP account shall be paid to him in accordance with the provisions of subsection (aa)(4) when he terminates his employment as a police officer.

3. A Member who terminates his participation in the DROP under this subsection (aa)(2)d. shall not be permitted to again become a participant in the DROP.

e. Effect of DROP participation on the system.

1. A member's credited service and his accrued benefit under the system shall be determined on the date his election to participate in the DROP first becomes effective. For purposes of determining the accrued benefit, the member's salary for the purposes of calculating his average final compensation shall include an amount equal to any lump sum payments or portion thereof which would have been paid or are paid to the member and included as salary as defined herein, had the member retired under normal retirement and not elected DROP participation. Member contributions attributable to any lump sums used in the benefit calculation and not actually received by the member shall be deducted from the first payments to the member's DROP account. The member shall not accrue any additional credited service or any additional benefits under the system (except for <u>any supplemental benefit payable to DROP participants or</u> any additional benefits provided under any cost-of-living adjustment in the system) while he is a participant in the DROP. After a member commences participation, he shall not be permitted to again contribute to the system nor shall he be eligible for disability or pre-retirement death benefits.

2. No amounts shall be paid to a member from the system while the member is a participant in the DROP. Unless otherwise specified in the system, if a member's participation in the DROP is terminated other than by terminating his employment as a police officer, no amounts shall be paid to him from the system until he terminates his employment as a police officer. Unless otherwise specified in the system, amounts transferred from the system to the member's DROP account shall be paid directly to the member only on the termination of his employment as a police officer.

(3) *Funding.*

a. *Establishment of DROP account.* A DROP account shall be established for each member participating in the DROP. A member's DROP account shall consist of amounts transferred to the DROP under subsection (aa)(3)b., and earnings or interest on those amounts.

b. *Transfers from retirement system.*

1. As of the first day of each month of a member's period of participation in the DROP, the monthly retirement benefit he would have received under the system had he terminated his employment as a police officer and elected to receive monthly benefit payments thereunder shall be transferred to his DROP account, except as otherwise provided for in subsection (aa)(2)d.2. A members period of participation in the DROP shall be determined in accordance with the provisions of subsections (aa)(2)c. and (aa)(2)d., but in no event shall it continue past the date he terminates his employment as a police officer.

Additions to text are indicated by <u>underline</u>; deletions by ~~strikeout~~.

2. Except as otherwise provided in subsection (aa)(2)d.2., a member's DROP account under this subsection (aa)(3)b. shall be debited or credited ~~after each fiscal year quarter~~ with either:

   i. Interest at an effective rate of six and one-half percent (6.5%) per annum compounded monthly determined on the last business day of the prior month's ending balance and credited to the members' DROP account as of such date (to be applicable to all current and future DROP participants); or

   ii. Earnings, to be credited or debited to the member's DROP account, determined as of the last business day of each fiscal year quarter and debited or credited as of such date, determined as follows:

   The average daily balance in a member's DROP account shall be credited or debited at a rate equal to the net investment return realized by the system for that quarter. "Net investment return" for the purpose of this subsection is the total return of the assets in which the member's DROP account is invested by the board net of brokerage commissions, transaction costs and management fees.

For purposes of calculating earnings on a member's DROP account pursuant to this subsection (3)b.2.ii., brokerage commissions, transaction costs, and management fees shall be determined for each quarter by the investment consultant pursuant to contracts with fund managers as reported in the custodial statement. The investment consultant shall report these quarterly contractual fees to the board. The investment consultant shall also report the net investment return for each manager and the net investment return for the total plan assets.

Upon electing participation in the DROP, the member shall elect to receive either interest or earnings on his account to be determined as provided above. The member may, in writing, elect to change his election only once during his DROP participation. An election to change' must be made prior to the end of a quarter and shall be effective beginning the following quarter.

3. A member's DROP account shall only be credited or debited with earnings or interest and monthly benefits while the member is a participant in the DROP. A member's final DROP account value for distribution to the member upon termination of participation in the DROP shall be the value of the account at the end of the quarter immediately preceding termination of participation for participants electing the net plan return and at the end of the month immediately preceding termination of participation for participants electing the flat interest rate return plus any monthly periodic additions made to the DROP account subsequent to the end of the previous quarter or month, as applicable, and prior to eligibility for distribution. A member shall not be employed by the police department after participating in the DROP, and the member's DROP account will no longer be credited or debited with earnings or interest, nor will monthly benefits be transferred to the DROP account. All such non-transferred amounts shall be forfeited and continue to be forfeited.

(4) *Distribution of DROP accounts on termination of employment.*

a. *Eligibility for benefits.* A member shall receive the balance in his DROP account in accordance with the provisions of this subsection (aa)(4) upon his termination of employment as a police officer. Except as provided in subsection (aa)(4)e., no

amounts shall be paid to a member from the DROP prior to his termination of employment as a police officer.

b. *Form of distribution.*

1. Unless the member elects otherwise, distribution of his DROP account shall be made in a cash lump sum, subject to the direct rollover provisions set forth in subsection (aa)(4)f. A member may, however, elect, in such time and manner as the board shall prescribe, that his DROP distribution be used to purchase a nonforfeitable fixed annuity payable in such form as the member may elect. Elections under this subsection shall be in writing and shall be made in such time or manner as the board shall determine.

2. If a member dies before his benefit is paid, his DROP account shall be paid to his beneficiary in such optional form as his beneficiary may select. If no beneficiary designation is made, the DROP account shall be distributed to the member's estate.

c. *Date of payment of distribution.* Except as otherwise provided in this subsection (aa)(4), distribution of a member's DROP account shall be made as soon as administratively practicable following the member's termination of employment. Distribution of the amount in a member's DROP account will not be made unless the member completes a written request for distribution and a written election, on forms designated by the board, to either receive a cash lump sum or a rollover of the lump sum amount.

d. *Proof of death and right of beneficiary or other person.* The board may require and rely upon such proof of death and such evidence of the right of any beneficiary or other person to receive the value of a deceased member's DROP account as the board may deem proper and its determination of the right of that beneficiary or other person to receive payment shall be conclusive.

e. *Distribution limitation.* Notwithstanding any other provision of this subsection (aa)(4), all distributions from the DROP shall conform to the "minimum distribution of benefits" provisions as provided for herein.

f. *Direct rollover of certain distributions.* This subsection applies to distributions made on or after January 1, 2002. Notwithstanding any provision of the DROP to the contrary a distributee may elect to have any portion of an eligible rollover distribution paid in a direct rollover as otherwise provided under the system in the direct transfers of eligible rollover distributions; elimination of mandatory distributions section of your plan.

(5) *Administration of DROP.*

a. *Board administers the DROP.* The general administration of the DROP, the responsibility for carrying out the provisions of the DROP and the responsibility of overseeing the investment of the DROP's assets shall be placed in the board. The members of the board may appoint from their number such subcommittees with such powers as they shall determine; may adopt such administrative procedures and regulations as they deem desirable for the conduct of their affairs; may authorize one or more of their number or any agent to execute or deliver any instrument or make any payment on their behalf; may retain counsel, employ agents and provide for such clerical, accounting, actuarial and consulting services as they may require in carrying out the provisions of the DROP; and may allocate among themselves or

delegate to other persons all or such portion of their duties under the DROP, other than those granted to them as trustee under any trust agreement adopted for use in implementing the DROP, as they, in their sole discretion, shall decide. A trustee shall not vote on any question relating exclusively to himself

b. *Individual accounts—Records and reports.* The board shall maintain, or cause to be maintained, records showing the operation and condition of the DROP, including records showing the individual balances in each member's DROP account, and the board shall keep, or cause to be kept, in convenient form such data as may be necessary for the valuation of the assets and liabilities of the DROP. The board shall prepare or cause to be prepared and distributed to members participating in the DROP and other individuals or filed with the appropriate governmental agencies, as the case may be, all necessary descriptions, reports, information returns, and data required to be distributed or filed for the DROP pursuant to the Code and any other applicable laws.

c. *Establishment of rules.* Subject to the limitations of the DROP, the board from time to time shall establish rules for the administration of the DROP and the transaction of its business. The board shall have discretionary authority to construe and interpret the DROP (including but not limited to determination of an individual's eligibility for DROP participation, the right and amount of any benefit payable under the DROP and the date on which any individual ceases to be a participant in the DROP). The determination of the board as to the interpretation of the DROP or its determination of any disputed questions shall be conclusive and final to the extent permitted by applicable law. The board shall also oversee the investment of the DROP'S assets.

d. *Limitation of liability.*

1. The trustees shall not incur any liability individually or on behalf of any other individuals for any act or failure to act, made in good faith in relation to the DROP or the funds of the DROP.

2. Neither the board nor any trustee of the board shall be responsible for any reports furnished by any expert retained or employed by the board, but they shall be entitled to rely thereon as well as on certificates furnished by an accountant or an actuary, and on all opinions of counsel. The board shall be fully protected with respect to any action taken or suffered by it in good faith in reliance upon such expert, accountant, actuary or counsel, and all actions taken or suffered in such reliance shall be conclusive upon any person with any interest in the DROP.

(6) *General provisions.*

a. *The DROP is not a separate retirement plan.* Instead, it is a program under which a member who is eligible for normal retirement under the system may elect to accrue future retirement benefits in the manner provided in this section (aa) for the remainder of his employment, rather than in the normal manner provided under the plan. Upon termination of employment, a member is entitled to a lump sum distribution of his or her DROP account balance or may elect a rollover. The DROP account distribution is in addition to the member's monthly benefit.

b. *Notional account.* The DROP account established for such a member is a notional account, used only for the purpose of calculation of the DROP distribution amount. It is not a separate account in the system. There is no change in the system's assets,

and there is no distribution available to the member until the member's termination from the DROP. The member has no control over the investment of the DROP account.

c. *No employer discretion.* The DROP benefit is determined pursuant to a specific formula which does not involve employer discretion.

d. *IRC limit.* The DROP account distribution, along with other benefits payable from the system, is subject to limitation under Internal Revenue Code Section 415(b).

~~a~~ e. *Amendment of DROP.* The DROP may be amended by an ordinance of the city at any time and from time to time, and retroactively if deemed necessary or appropriate, to amend in whole or in part any or all of the provisions of the DROP. However, except as otherwise provided by law, no amendment shall make it possible for any part of the DROP's funds to be used for, or diverted to, purposes other than for the exclusive benefit of persons entitled to benefits under the DROP. No amendment shall be made which has the effect of decreasing the balance of the DROP account of any member.

~~b~~ f. *Facility of payment.* If the board shall find that a member or other person entitled to a benefit under the DROP is unable to care for his affairs because of illness or accident or is a minor, the board may direct that any benefit due him, unless claim shall have been made for the benefit by a duly appointed legal representative, be paid to his spouse, a child, a parent or other blood relative, or to a person with whom he resides. Any payment so made shall be a complete discharge of the liabilities of the DROP for that benefit.

~~c~~ g. *Information.* Each member, beneficiary or other person entitled to a benefit, before any benefit shall be payable to him or on his account under the DROP, shall file with the board the information that it shall require to establish his rights and benefits under the DROP.

~~d~~ h. *Prevention of escheat.* If the board cannot ascertain the whereabouts of any person to whom a payment is due under the DROP, the board may, no earlier than three years from the date such payment is due, mail a notice of such due and owing payment to the last known address of such person, as shown on the records of the board or the city. If such person has not made written claim therefor within three months of the date of the mailing, the board may, if it so elects and upon receiving advice from counsel to the DROP, direct that such payment and all remaining payments otherwise due such person be canceled on the records of the DROP. Upon such cancellation, the DROP shall have no further liability therefor except that, in the event such person or his beneficiary later notifies the board of his whereabouts and requests the payment or payments due to him under the DROP, the amount so applied shall be paid to him in accordance with the provisions of the DROP.

~~e~~ i. *Written elections, notification.*

1. Any elections, notifications or designations made by a member pursuant to the provisions of the DROP shall be made in writing and filed with the board in a time and manner determined by the board under rules uniformly applicable to all employees similarly situated. The board reserves the right to change from time to time the manner for making notifications, elections or designations by members under the DROP if it determines after due deliberation that such

action is justified in that it improves the administration of the DROP. In the event of a conflict between the provisions for making an election, notification or designation set forth in the DROP and such new administrative procedures, those new administrative procedures shall prevail.

2. Each member or retiree who has a DROP account shall be responsible for furnishing the board with his current address and any subsequent changes in his address. Any notice required to be given to a member or retiree hereunder shall be deemed given if directed to him at the last such address given to the board and mailed by registered or certified United States mail. If any check mailed by registered or certified United States mail to such address is returned, mailing of checks will be suspended until such time as the member or retiree notifies the board of his address.

~~f~~ j. *Benefits not guaranteed.* All benefits payable to a member from the DROP shall be paid only from the assets of the member's DROP account and neither the city nor the board shall have any duty or liability to furnish the DROP with any funds, securities or other assets except to the extent required by any applicable law.

~~g~~ k. *Construction.*

1. The DROP shall be construed, regulated and administered under the laws of the state, except where other applicable law controls.

2. The titles and headings of the subsections in this section are for convenience only. In the case of ambiguity or inconsistency, the text rather than the titles or headings shall control.

~~h~~ l. *Forfeiture of retirement benefits.* Nothing in this section shall be construed to remove DROP participants from the application of any forfeiture provisions applicable to the system. DROP participants shall be subject to forfeiture of all retirement benefits, including DROP benefits.

~~i~~ m. *Effect of DROP participation on employment.* Participation in the DROP is not a guarantee of employment and DROP participants shall be subject to the same employment standards and policies that are applicable to employees who are not DROP participants.

~~j~~ n. *Right to serve as a trustee.* A member's election to participate in the DROP shall not make him ineligible to serve as a member trustee, but he shall be ineligible to vote for member trustees.

* * * * *

Section 10. The City of Port St. Lucie Municipal Police Officers' Retirement Trust Fund, adopted pursuant to Ordinance No. 13-49, and codified under Section 32.77 of the Code of Ordinances of the City of Port St. Lucie is hereby amended by adding Section 32.77(bb), *Supplemental Benefit Component for Special Benefits; Chapter 185 Share Accounts*, to read as follows:

* * * * *

(bb) *Supplemental Benefit Component for Special Benefits; Chapter 185 Share Accounts.*

There is hereby established an additional plan component to provide special benefits in the form of a supplemental retirement, termination, death and disability benefits to be in addition to the benefits provided for in the previous sections of this plan, such benefit to be funded solely and

entirely by Chapter 185, Florida Statutes, premium tax monies for each plan year which are allocated to this supplemental component as provided for in Section 185.35, Florida Statutes. Amounts allocated to this supplemental component ("Share Plan") shall be further allocated to the members and DROP participants in a manner to be agreed upon.

* * * * *

Section 11. Specific authority is hereby granted to codify and incorporate this Ordinance into the existing Code of Ordinances of the City of Port St. Lucie.

Section 12. All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

Section 13. If any section, subsection, sentence, clause, or phrase of this Ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby. In the event this Ordinance conflicts with any other Ordinance of the City, this Ordinance shall govern, and all City ordinances, or parts thereof, in conflict with this Ordinance are hereby superseded and repealed by this Ordinance to the extent of such conflict.

Section 14. This Ordinance shall become effective ten (10) days after its final adoption.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this the ____ day of _____, 2016.

CITY COUNCIL
CITY OF PORT ST. LUCIE, FLORIDA

BY: _____
Gregory J. Oravec, Mayor

ATTEST:

BY: _____
Karen A. Phillips, City Clerk

APPROVED AS TO FORM:

BY: _____
Azlina Goldstein Siegel, Interim City Attorney

Additions to text are indicated by underline; deletions by ~~strikeout~~.

CITY COUNCIL
AGENDA MEMORANDUM

ATTACHMENT
"1"

Law Offices
Christiansen & Dehner, P.A.
63 Sarasota Center Blvd. Suite 107 Sarasota, Florida 34240 • 941-377-2200 • Fax 941-377-4848

May 13, 2016

VIA ELECTRONIC MAIL ONLY

Ms. Sandy Steele
Plan Administrator
Port St. Lucie Mun. Pol. Off. Ret. Trust Fund
121 S.W. Port St. Lucie Blvd.
Port St. Lucie, FL 34984

Re: City of Port St. Lucie Municipal Police Officers' Retirement Trust Fund - Proposed Ordinance

Dear Sandy:

Enclosed please find a proposed ordinance amending the City of Port St. Lucie Municipal Police Officers' Retirement Trust Fund. With the recent adoption by the Florida Legislature of Chapter 2015-39, Laws of Florida, and changes to the Internal Revenue Code (IRC) and its associated Regulations, as well as guidance from the Internal Revenue Service (IRS), the following amendments to the pension plan are proposed:

1. Section 1, Definitions, is being amended for IRC changes and requirements, to amend the definitions of:

   a. Actuarial Equivalent - to amend the definition to incorporate the Mortality Table and interest rate currently being used by the plan's actuary
   b. Credited Service - to clarify IRC regulations on leave conversions
   c. Spouse - To clarify the definition in accordance with a recent US Supreme Court ruling

2. Section 2, Membership, has been amended to limit those individuals eligible to opt-out of the system, to comply with recent IRC Treasury Regulation requirements.

3. Section 4, Finances and Fund Management, is being amended to further incorporate recent IRC requirements with regard to investments in commingled funds.

4. Section 6, Benefit amounts and eligibility, is amending subsection 1., Normal Retirement Date, to include IRC required language regarding Normal Retirement Age

and Normal Retirement Date and subsection 2., Normal Retirement Benefit, to add that members who retire on or after October 1, 2015 shall have a benefit rate of 3.27%.

5. Section 8, Disability, is being amended to more clearly identify those individuals who may be eligible to apply for a disability pension who have been terminated by the City due to medical reasons. Subsection 7, Workers' Compensation, is also being amended to clearly identify the new minimum benefit accrual rate of 2.75%, as provided for in Chapter , Florida Statutes.

6. Section 10, Optional Forms of Benefits, is amending subsection 2. to clarify that if proof of good health of a joint pensioner who is being replaced is not provided, the actuary will assume that the joint pensioner is deceased for purposes of calculating the revised benefit amount.

7. Section 15, Maximum Pension, has had several subsections amended to comply with IRC changes.

8. Section 27, Deferred Retirement Option Plan, is being amended in accordance with recent direction from the IRS in connection with the issuance of several recent Favorable Determination Letters to clarify investment returns on DROP accounts and add several sections clarifying the DROP provisions as required by the IRS.

   We have also amended the provisions regarding when interest is calculated and paid, which will avoid a participant's forfeiture of interest accrued during the first or second month of the quarter should the member terminate DROP participation at the end of the first or second month of the quarter.

9. Section 28, Supplemental Benefit Component for Special Benefits; Chapter 185 Share Accounts, is a new Section being added to the plan. This Section creates a 'Share Plan', or defined contribution component, and the addition of a share plan is a requirement of recently adopted Chapter 2015-39, Laws of Florida, for all pension plans that are subject to the provisions of Chapters 175 and 185, Florida Statutes.

   This Share Plan provides for a share account for each member of the plan. The Share Plan is to be funded solely and entirely by Chapter 185, Florida Statutes, premium tax monies for each plan year that funding is made available to it in accordance with governing Florida Statutes and/or mutual agreement between the City and the Union. This supplemental benefit, therefore, may or may not be funded.

   If the share plan is funded, at retirement, termination (vested), disability or death, there is an additional lump sum benefit paid to the eligible member. Other allocation methods (i.e. equal allocation) could be considered if requested by the union. Each

share account receives its proportionate share of the income or loss on the assets in the plan.

By copy of this letter to the Board's actuary, Foster & Foster, Inc., I am requesting that they provide you with a letter indicating the cost, if any, associated with the adoption of this ordinance. Please provide a copy of the document to the members of the Board for review at the next meeting. If you have any questions with regard to this ordinance, please feel free to give me a call.

This ordinance should be adopted prior to August 2016 to avoid delay in the payment of state monies.

Yours very truly,

H. Lee Dehner

HLD/ksh
enclosure

DICTATED BY MR. DEHNER
BUT SIGNED IN HIS ABSENCE
TO AVOID DELAY IN MAILING

e-copy: Doug Lozen, with enclosure
Siera Feketa, with enclosure
Jerome Post, with enclosure
Bill Vega, with enclosure
Paul Griffith, with enclosure

ORDINANCE NO. ___

AN ORDINANCE OF THE CITY OF PORT ST. LUCIE, AMENDING ORDINANCE 13-49 OF THE CITY OF PORT ST. LUCIE MUNICIPAL POLICE OFFICERS' RETIREMENT TRUST FUND, IS HEREBY AMENDED; AMENDING SECTION 1, DEFINITIONS BY AMENDING THE DEFINITIONS OF "ACTUARIAL EQUIVALENT", "CREDITED SERVICE" AND "SPOUSE"; AMENDING SECTION 2, MEMBERSHIP; AMENDING SECTION 4, FINANCES AND FUND MANAGEMENT; AMENDING SECTION 6, BENEFIT AMOUNTS AND ELIGIBILITY; AMENDING SECTION 8, DISABILITY; AMENDING SECTION 10, OPTIONAL FORMS OF BENEFITS; AMENDING SECTION 15, MAXIMUM PENSION; AMENDING SECTION 27, DEFERRED RETIREMENT OPTION PLAN; ADDING SECTION 28, SUPPLEMENTAL BENEFIT COMPONENT FOR SPECIAL BENEFITS; CHAPTER 185 SHARE ACCOUNTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA, that;

SECTION 1: That the City of Port St. Lucie Municipal Police Officers' Retirement Trust Fund, adopted by Ordinance No. 13-49, is hereby amended by amending Section 1, Definitions by amending the definitions of "Actuarial Equivalent", "Credited Service" and "Spouse", to read as follows:

* * *

Actuarial Equivalent means a benefit or amount of equal value, based upon the RP 2000 Combined Healthy Unisex Mortality Table and an interest rate ~~of eight and one-half percent (8.5%) per annum~~ equal to the investment return assumption set forth in the last actuarial valuation report approved by the Board. This definition may only be amended by the City pursuant to the recommendation of the Board using assumptions adopted by the Board with the advice of the plan's actuary, such that actuarial assumptions are not subject to City discretion.

* * *

Credited Service means the total number of years and fractional parts of years of service as a Police Officer with Member contributions, when required, omitting intervening years or fractional parts of years when such Member was not employed by the City as a Police Officer. A Member may voluntarily leave his Accumulated Contributions in the Fund for a period of five (5) years after leaving the employ of the Police Department pending the possibility of being reemployed as a Police Officer, without losing credit for the time that he was a Member of the System. If a vested Member leaves the employ of the Police Department, his Accumulated Contributions will be returned only upon his written request. If a Member who is not vested is not reemployed as a Police Officer with the Police Department within five (5) years, his Accumulated Contributions shall be returned, if one-thousand dollars ($1,000.00) or less. If a Member who is not vested is not reemployed within five

(5) years, his Accumulated Contributions, if more than one-thousand dollars ($1,000.00), will be returned only upon the written request of the Member and upon completion of a written election to receive a cash lump sum or to rollover the lump sum amount on forms designated by the Board. Upon return of a Member's Accumulated Contributions, all of his rights and benefits under the System are forfeited and terminated. Upon any reemployment, a Police Officer shall not receive credit for the years and fractional parts of years of service for which he has withdrawn his Accumulated Contributions from the Fund, unless the Police Officer repays into the Fund the contributions he has withdrawn, with interest, as determined by the Board, within ninety (90) days after his reemployment.

The years or fractional parts of a year that a Member performs "Qualified Military Service" consisting of voluntary or involuntary "service in the uniformed services" as defined in the Uniformed Services Employment and Reemployment Rights Act (USERRA) (P.L.103-353), after separation from employment as a Police Officer with the City, shall be added to his years of Credited Service for all purposes, including vesting, provided that:

A. The Member is entitled to reemployment under the provisions of USERRA.

B. The Member returns to his employment as a Police Officer within one (1) year from the earlier of the date of his military discharge or his release from active service, unless otherwise required by USERRA.

C. The maximum credit for military service pursuant to this paragraph shall be five (5) years.

D. This paragraph is intended to satisfy the minimum requirements of USERRA. To the extent that this paragraph does not meet the minimum standards of USERRA, as it may be amended from time to time, the minimum standards shall apply.

In the event a Member dies on or after January 1, 2007, while performing USERRA Qualified Military Service, the beneficiaries of the Member are entitled to any benefits (other than benefit accruals relating to the period of qualified military service) as if the Member had resumed employment and then died while employed.

Beginning January 1, 2009, to the extent required by Section 414(u)(12) of the Code, an individual receiving differential wage payments (as defined under Section 3401(h)(2) of the Code) from an employer shall be treated as employed by that employer, and the differential wage payment shall be treated as compensation for purposes of applying the limits on annual additions under Section 415(c) of the Code. This provision shall be applied to all similarly situated individuals in a reasonably equivalent manner.

Leave conversions of unused accrued paid time off shall not be permitted to be applied toward the accrual of Credited Service either during each Plan Year of a Member's employment with the City or in the Plan Year in which the Member terminates employment.

* * *

Spouse means the ~~lawful wife or husband of a~~ Member's or Retiree's spouse under applicable law at the time benefits become payable.

* * *

SECTION 2: That the City of Port St. Lucie Municipal Police Officers' Retirement Trust Fund, adopted by Ordinance No. 13-49, is hereby amended by amending Section 2, Membership, subsection 3. Opt out option, to read as follows:

* * *

3. Opt out option. Notwithstanding subsection 1., Conditions of Eligibility, above, any future new employee who is hired as Police Chief; may, in the event he has elected to participate in another pension program, ~~within the first ninety (90) days of his employment as Police Chief,~~ notify the Board and the City, in writing, of his election to not be a member of the system. Current employees of the City who are selected to become Police Chief are not eligible for the opt-out provided for herein. In the event of any such election, he shall be barred from future membership in the system. Thereafter, contributions to the plan in accordance with Section 5 shall not be required, he shall not be eligible to be elected as a member trustee on the board or vote for a member trustee, and he shall not be eligible for any other benefits from the plan.

* * *

SECTION 3: That the City of Port St. Lucie Municipal Police Officers' Retirement Trust Fund, adopted by Ordinance No. 13-49, is hereby amended by amending Section 4, Finances and Fund Management, subsection 6.B.(3), to read as follows:

* * *

6.B.(3) In addition, the Board may, upon recommendation by the Board's investment consultant, make investments in group trusts meeting the requirements of Internal Revenue Service Revenue Ruling 81-100, ~~and~~ Revenue Ruling 2011-1, IRS Notice 2012-6 and Revenue Ruling 2014-24 or successor rulings or guidance of similar import, and operated or maintained exclusively for the commingling and collective investment of monies, provided that the funds in the group trust consist exclusively of trust assets held under plans qualified under Section 401(a) of the Code, individual retirement accounts that are exempt under Section 408(e) of the Code, eligible governmental plans that meet the requirements of Section 457(b) of the Code, and governmental plans under 401(a)(24) of the Code. For this purpose, a trust includes a custodial account or separate tax favored account maintained by an insurance company that is treated as a trust under Section 401(f) or under Section 457(g)(3) of the Code. While any portion of the assets of the Fund are invested in such a group trust, such group trust is itself adopted as a part of the System or Plan.

(a) Any collective or common group trust to which assets of the fund are transferred pursuant to subsection (3) shall be adopted by the board as part of the plan by executing appropriate participation, adoption agreements, and/or trust agreements with the group trust's trustee.

(b) The separate account maintained by the group trust for the plan pursuant to subsection (3) shall not be used for, or diverted to, any purpose other than for the exclusive benefit of the members and beneficiaries of the plan.

(c) For purposes of valuation, the value of the separate account maintained by the group trust for the plan shall be the fair market value of the portion of the group trust held for the

plan, determined in accordance with generally recognized valuation procedures.

* * *

SECTION 4: That the City of Port St. Lucie Municipal Police Officers' Retirement Trust Fund, adopted by Ordinance No. 13-49, is hereby amended by amending Section 6, Benefit Amounts and Eligibility, subsections 1. Normal Retirement Date and 2. Normal Retirement Benefit, to read as follows:

1. Normal Retirement Age and Date.

~~A Member's normal retirement date shall be the first day of the month coincident with, or next following the earlier of the attainment of age fifty-five (55) and the completion of ten (10) years of Credited Service or the attainment of age fifty-two (52) and the completion of twenty-five (25) years of Credited Service. A Member may retire on his normal retirement date or on the first day of any month thereafter, and each Member shall become one hundred percent (100%) vested in his accrued benefit on the Member's normal retirement date. Normal retirement under the System is Retirement from employment with the City on or after the normal retirement date.~~

A Member's normal retirement age is the earlier of the attainment of age fifty-five (55) and the completion of ten (10) years of Credited Service or the attainment of age fifty-two (52) and the completion of twenty-five (25) years of Credited Service. Each Member shall become one hundred percent (100%) vested in his accrued benefit at normal retirement age. A Member's normal retirement date shall be the first day of the month coincident with or next following the date the Member retires from the City after attaining normal retirement age.

* * *

2. Normal Retirement Benefit.

A Member retiring hereunder on or after his normal retirement date shall receive a monthly benefit which shall commence on the first day of the month coincident with or next following his Retirement and be continued thereafter during Member's lifetime, ceasing upon death, but with one hundred twenty (120) monthly payments guaranteed in any event. The monthly retirement benefit shall equal three and nine tenths percent (3.09%) of Average Final Compensation, for each year of Credited Service, for Members who retire prior to October 1, 2015. The monthly retirement benefit shall equal three and twenty-seven hundredths percent (3.27%) of Average Final Compensation, for Members who retire on or after October 1, 2015.

* * *

SECTION 5: That the City of Port St. Lucie Municipal Police Officers' Retirement Trust Fund, adopted by Ordinance No. 13-49, is hereby amended by amending Section 8, Disability, subsections 1. Disability Benefits In-Line of Duty, 3. Disability Benefits Not-in-Line of Duty and 7. Workers' Compensation, to read as follows:

1. Disability Benefits In-Line of Duty.

Any Member who shall become totally and permanently disabled to the extent that he is unable, by reason of a medically determinable physical or mental impairment, to render useful and efficient service as a Police Officer, which disability was directly caused by the performance of his duty as a Police Officer, shall, upon establishing the same to the satisfaction of the Board, be entitled to a monthly pension equal to three and nine tenths percent (3.09%) of his Average Final Compensation multiplied by the total years of Credited Service, but in any event the minimum amount paid to the Member shall forty-two percent (42%) of the Average Final Compensation of the

Member. Terminated persons, either vested or non-vested, are not eligible for disability benefits; ~~except that those terminated by the City for medical reasons may apply for a disability within thirty (30) days after termination~~. Notwithstanding the previous sentence, if a Member is terminated by the City for medical reasons, the terminated person may apply for a disability benefit if the application is filed with the Board within thirty (30) days from the date of termination. If a timely application is received, it shall be processed and the terminated person shall be eligible to receive a disability benefit if the Board otherwise determines that he is totally and permanently disabled as provided for above.

* * *

3. Disability Benefits Not-in-Line of Duty.

Any Member with ten (10) years or more Credited Service who shall become totally and permanently disabled to the extent that he is unable, by reason of a medically determinable physical or mental impairment, to render useful and efficient service as a Police Officer, which disability is not directly caused by the performance of his duties as a Police Officer shall, upon establishing the same to the satisfaction of the Board, be entitled to a monthly pension equal to three and nine tenths percent (3.09%) of his Average Final Compensation multiplied by the total years of Credited Service. Terminated persons, either vested or non-vested, are not eligible for disability benefits; ~~except that those terminated by the City for medical reasons may apply for a disability within thirty (30) days after termination~~. Notwithstanding the previous sentence, if a Member is terminated by the City for medical reasons, the terminated person may apply for a disability benefit if the application is filed with the Board within thirty (30) days from the date of termination. If a timely application is received, it shall be processed and the terminated person shall be eligible to receive a disability benefit if the Board otherwise determines that he is totally and permanently disabled as provided for above.

* * *

7. Workers' Compensation.

When a Retiree is receiving a disability pension and workers' compensation benefits pursuant to Florida Statute Chapter 440, for the same disability, and the total monthly benefits received from both exceed one hundred percent (100%) of the Member's average monthly wage, as defined in Chapter 440, Florida Statutes, the disability pension benefit shall be reduced so that the total monthly amount received by the Retiree does not exceed one hundred percent (100%) of such average monthly wage. The amount of any lump sum workers' compensation payment shall be converted to an equivalent monthly benefit payable for ten (10) Years Certain by dividing the lump sum amount by 83.9692. Notwithstanding the foregoing, in no event shall the disability pension benefit be reduced below the greater of forty-two percent (42%) of Average Final Compensation or ~~two percent (2%)~~ two and three quarters percent (2.75%) of Average Final Compensation times years of Credited Service.

SECTION 6: That the City of Port St. Lucie Municipal Police Officers' Retirement Trust Fund, adopted by Ordinance No. 13-49, is hereby amended by amending Section 10, Optional Forms of Benefits, subsection 2., to read as follows:

* * *

2. The Member, upon electing any option of this Section, will designate the joint pensioner (subsection 1.B. above) or Beneficiary (or Beneficiaries) to receive the benefit, if any, payable under the System in the event of Member's death, and will have the power to change such designation from time to time. Such designation will name a joint pensioner or one (1) or more primary Beneficiaries where applicable. A Member may change his Beneficiary at any time. If a Member has elected an option with a joint pensioner and Member's retirement income benefits have

commenced, Member may thereafter change his designated Beneficiary at any time, but may only change his joint pensioner twice. Subject to the restriction in the previous sentence, a Member may substitute a new joint pensioner for a deceased joint pensioner. In the absence of proof of good health of the joint pensioner being replaced, the actuary will assume that the joint pensioner has deceased for purposes of calculating the new payment.

* * *

SECTION 7: That the City of Port St. Lucie Municipal Police Officers' Retirement Trust Fund, adopted by Ordinance No. 13-49, is hereby amended by amending Section 15, Maximum Pension, subsections 6. Less than Ten (10) Years of Participation or Service and 12. Additional Limitation on Pension Benefits and adding subsection 13. Effect of Direct Rollover on 415(b) Limit, to read as follows:

* * *

6. Less than Ten (10) Years of Participation ~~or Service~~.

The maximum retirement benefits payable under this Section to any Member who has completed less than ten (10) years of ~~Credited Service with the City~~ participation shall be the amount determined under subsection 1 of this Section multiplied by a fraction, the numerator of which is the number of the Member's years of ~~Credited Service~~ participation and the denominator of which is ten (10). The reduction provided by this subsection cannot reduce the maximum benefit below 10% of the limit determined without regard to this subsection. The reduction provided for in this subsection shall not be applicable to pre-retirement disability benefits paid pursuant to Section 8, or pre-retirement death benefits paid pursuant to Section 7.

* * *

12. B. No Member of the System shall be allowed to receive a retirement benefit or pension which is in part or in whole based upon any service with respect to which the Member is already receiving, or will receive in the future, a retirement benefit or pension from a different employer's retirement system or plan. This restriction does not apply to social security benefits or federal benefits under Chapter ~~67~~1223, Title 10, U.S. Code.

13. Effect of Direct Rollover on 415(b) Limit.

If the plan accepts a direct rollover of an employee's or former employee's benefit from a defined contribution plan qualified under Code Section 401(a) which is maintained by the employer, any annuity resulting from the rollover amount that is determined using a more favorable actuarial basis than required under Code Section 417(c) shall be included in the annual benefit for purposes of the limit under Code Section 415(b).

SECTION 8: That the City of Port St. Lucie Municipal Police Officers' Retirement Trust Fund, adopted by Ordinance No. 13-49, is hereby amended by amending Section 27, ~~Deferred~~ Retirement Option Plan, to read as follows:

SECTION 27. DEFERRED RETIREMENT OPTION PLAN.

1. Definitions.

As used in this Section , the following definitions apply:"

A. "DROP" -- The City of Port St. Lucie Municipal Police Officers' Retirement Trust Fund Deferred Retirement Option Plan.

B. "DROP Account" -- The account established for each DROP participant under subsection 3.

C. "Total Return of the Assets" -- For purposes of calculating earnings on a Member's DROP Account pursuant to subsection 3.B.(2)(b)., for each fiscal year quarter, the percentage increase (or decrease) in the interest and dividends earned on investments, including realized and unrealized gains (or losses), of the total Plan assets.

2. Participation.

A. Eligibility to Participate.

In lieu of terminating his employment as a Police Officer, any Member who is eligible for normal retirement under the System may elect to defer receipt of such service retirement pension and to participate in the DROP.

B. Election to Participate.

A Member's election to participate in the DROP must be made in writing in a time and manner determined by the Board and shall be effective on the first day of the first calendar month which is at least fifteen (15) business days after it is received by the Board.

C. Period of Participation.

A Member who elects to participate in the DROP under subsection 2.B., shall participate in the DROP for a period not to exceed 60 months beginning at the time his election to participate in the DROP first becomes effective. An election to participate in the DROP shall constitute an irrevocable election to resign from the service of the City not later than the date provided for in the previous sentence. A Member may participate only once.

D. Termination of Participation.

(1) A Member's participation in the DROP shall cease at the earlier of:

(a) the end of his permissible period of participation in the DROP as determined under subsection 2.C.; or

(b) termination of his employment as a Police Officer.

(2) Upon the Member's termination of participation in the DROP, all amounts provided for in subsection 3.B., including monthly benefits and investment earnings and losses or interest, shall cease to be transferred from the System to his DROP Account. Any amounts remaining in his DROP Account shall be paid to him in accordance with the provisions of subsection 4. when he terminates his employment as a Police Officer.

(3) A Member who terminates his participation in the DROP under this subsection 2.D. shall not be permitted to again become a participant in the DROP.

E. Effect of DROP Participation on the System.

(1) A Member's Credited Service and his accrued benefit under the System shall be determined on the date his election to participate in the DROP first becomes effective. For purposes of determining the accrued benefit, the Member's Salary for the purposes of calculating his Average Final Compensation shall include an amount equal to any lump sum payments or portion thereof which would have been paid or are paid to the Member and included as Salary as defined herein, had the Member retired under normal retirement and not elected DROP participation. Member contributions attributable to any lump sums used in the benefit calculation and not actually received by the Member shall be deducted from the first payments to the Member's DROP Account. The Member shall not accrue any additional Credited Service or any additional benefits under the System (except for any supplemental benefit payable to DROP participants or any additional benefits provided under any cost-of-living adjustment for Retirees in the System) while he is a participant in the DROP. After a Member commences participation, he shall not be permitted to again contribute to the System nor shall he be eligible for disability or pre-retirement death benefits.

(2) No amounts shall be paid to a Member from the System while the Member is a participant in the DROP. Unless otherwise specified in the System, if a Member's participation in the DROP is terminated other than by terminating his employment as a Police Officer, no amounts shall be paid to him from the System until he terminates his employment as a Police Officer. Unless otherwise specified in the System, amounts transferred from the System to the Member's DROP Account shall be paid directly to the Member only on the termination of his employment as a Police Officer.

3. Funding.

A. Establishment of DROP Account.

A DROP Account shall be established for each Member participating in the DROP. A Member's DROP Account shall consist of amounts transferred to the DROP under subsection 3.B., and earnings or interest on those amounts.

B. Transfers From Retirement System.

(1) As of the first day of each month of a Member's period of participation in the DROP, the monthly retirement benefit he would have received under the System had he terminated his employment as a Police Officer and elected to receive monthly benefit payments thereunder shall be transferred to his DROP Account, except as otherwise provided for in subsection 2.D.(2). A Member's period of participation in the DROP shall be determined in accordance with the provisions of subsections 2.C. and 2.D., but in no event shall it continue past the date he terminates his employment as a Police Officer.

(2) Except as otherwise provided in subsection 2.D.(2), a Member's DROP Account under this subsection 3.B. shall be debited or credited ~~after each fiscal year quarter~~ with either:

(a) Interest at an effective rate of six and one-half percent (6.5%) per annum compounded monthly determined on the last business day of the prior month's ending balance and credited to the Member's DROP Account as of such date (to be applicable to all current and future DROP participants); or

(b) Earnings, to be credited or debited to the Member's DROP Account, determined as of the last business day of each fiscal year quarter and debited or credited as of such date, determined as follows:

The average daily balance in a Member's DROP Account shall be credited or debited at a rate equal to the net investment return realized by the System for that quarter. "Net investment return" for the purpose of this paragraph is the total return of the assets in which the Member's DROP Account is invested by the Board net of brokerage commissions, transaction costs and management fees.

For purposes of calculating earnings on a Member's DROP Account pursuant to this subsection 3.B.(2)(b)., brokerage commissions, transaction costs, and management fees shall be determined for each quarter by the investment consultant pursuant to contracts with fund managers as reported in the custodial statement. The investment consultant shall report these quarterly contractual fees to the Board. The investment consultant shall also report the net investment return for each manager and the net investment return for the total Plan assets.

Upon electing participation in the DROP, the Member shall elect to receive either interest or earnings on his account to be determined as provided above. The Member may, in writing, elect to change his election only once during his DROP participation. An election to change must be made prior to the end of a quarter and shall be effective beginning the following quarter.

(3) A Member's DROP Account shall only be credited or debited with earnings or interest and monthly benefits while the Member is a participant in the DROP. A Member's final DROP account value for distribution to the Member upon termination of participation in the DROP shall be the value of the account at the end of the quarter immediately preceding termination of participation for participants electing the net plan return and at the end of the month immediately preceding termination of participation for participants electing the flat interest rate return plus any monthly periodic additions made to the DROP account subsequent to the end of the previous quarter or month, as applicable, and prior to eligibility for distribution. A Member shall not be employed by the Police Department after participating in the DROP, and the Member's DROP Account will no longer be credited or debited with earnings or interest, nor will monthly benefits be transferred to the DROP account. All such non-transferred amounts shall be forfeited and continue to be forfeited.

4. Distribution of DROP Accounts on Termination of Employment.

A. Eligibility for Benefits.

A Member shall receive the balance in his DROP Account in accordance with the provisions of this subsection 4. upon his termination of employment as a Police Officer. Except as provided in subsection 4.E, no amounts shall be paid to a Member from the DROP prior to his termination of employment as a Police Officer.

B. Form of Distribution.

(1) Unless the Member elects otherwise, distribution of his DROP Account shall be made in a cash lump sum, subject to the direct rollover provisions set forth in subsection 4.F. A Member may, however, elect, in such time and manner as the Board shall prescribe, that his DROP distribution be used to purchase a nonforfeitable fixed annuity payable in such form as the Member may elect. Elections under this paragraph shall be in writing and shall be made in such time or manner as the Board shall determine.

(2) If a Member dies before his benefit is paid, his DROP Account shall be paid to his Beneficiary in such optional form as his Beneficiary may select. If no Beneficiary designation is made, the DROP Account shall be distributed to the Member's estate.

C. Date of Payment of Distribution.

Except as otherwise provided in this subsection 4., distribution of a Member's DROP Account shall be made as soon as administratively practicable following the Member's termination of employment. Distribution of the amount in a Member's DROP account will not be made unless the Member completes a written request for distribution and a written election, on forms designated by the Board, to either receive a cash lump sum or a rollover of the lump sum amount.

D. Proof of Death and Right of Beneficiary or Other Person.

The Board may require and rely upon such proof of death and such evidence of the right of any Beneficiary or other person to receive the value of a deceased Member's DROP Account as the Board may deem proper and its determination of the right of that Beneficiary or other person to receive payment shall be conclusive.

E. Distribution Limitation.

Notwithstanding any other provision of this subsection 4., all distributions from the DROP shall conform to the "Minimum Distribution of Benefits" provisions as provided for herein.

F. Direct Rollover of Certain Distributions.

This subsection applies to distributions made on or after January 1, 2002. Notwithstanding any provision of the DROP to the contrary a distributee may elect to have any portion of an eligible rollover distribution paid d in a direct rollover as otherwise provided under the System in the Direct Transfers of

Eligible Rollover Distributions; Elimination of Mandatory Distributions Section of your plan.

5. Administration of DROP.

A. Board Administers the DROP.

The general administration of the DROP, the responsibility for carrying out the provisions of the DROP and the responsibility of overseeing the investment of the DROP's assets shall be placed in the Board. The members of the Board may appoint from their number such subcommittees with such powers as they shall determine; may adopt such administrative procedures and regulations as they deem desirable for the conduct of their affairs; may authorize one or more of their number or any agent to execute or deliver any instrument or make any payment on their behalf; may retain counsel, employ agents and provide for such clerical, accounting, actuarial and consulting services as they may require in carrying out the provisions of the DROP; and may allocate among themselves or delegate to other persons all or such portion of their duties under the DROP, other than those granted to them as Trustee under any trust agreement adopted for use in implementing the DROP, as they, in their sole discretion, shall decide. A Trustee shall not vote on any question relating exclusively to himself.

B. Individual Accounts, Records and Reports.

The Board shall maintain, or cause to be maintained, records showing the operation and condition of the DROP, including records showing the individual balances in each Member's DROP Account, and the Board shall keep, or cause to be kept, in convenient form such data as may be necessary for the valuation of the assets and liabilities of the DROP. The Board shall prepare or cause to be prepared and distributed to Members participating in the DROP and other individuals or filed with the appropriate governmental agencies, as the case may be, all necessary descriptions, reports, information returns, and data required to be distributed or filed for the DROP pursuant to the Code and any other applicable laws.

C. Establishment of Rules.

Subject to the limitations of the DROP, the Board from time to time shall establish rules for the administration of the DROP and the transaction of its business. The Board shall have discretionary authority to construe and interpret the DROP (including but not limited to determination of an individual's eligibility for DROP participation, the right and amount of any benefit payable under the DROP and the date on which any individual ceases to be a participant in the DROP). The determination of the Board as to the interpretation of the DROP or its determination of any disputed questions shall be conclusive and final to the extent permitted by applicable law. The Board shall also oversee the investment of the DROP'S assets.

D. Limitation of Liability.

(1) The Trustees shall not incur any liability individually or on behalf of any other individuals for any act or failure to act, made in good faith in relation to the DROP or the funds of the DROP.

(2) Neither the Board nor any Trustee of the Board shall be responsible for any reports furnished by any expert retained or employed by the

Board, but they shall be entitled to rely thereon as well as on certificates furnished by an accountant or an actuary, and on all opinions of counsel. The Board shall be fully protected with respect to any action taken or suffered by it in good faith in reliance upon such expert, accountant, actuary or counsel, and all actions taken or suffered in such reliance shall be conclusive upon any person with any interest in the DROP.

6. General Provisions.

A. The DROP Is Not a Separate Retirement Plan.

Instead, it is a program under which a Member who is eligible for normal retirement under the System may elect to accrue future retirement benefits in the manner provided in this section 27 for the remainder of his employment, rather than in the normal manner provided under the plan. Upon termination of employment, a Member is entitled to a lump sum distribution of his or her DROP Account balance or may elect a rollover. The DROP Account distribution is in addition to the Member's monthly benefit.

B. Notional Account.

The DROP Account established for such a Member is a notional account, used only for the purpose of calculation of the DROP distribution amount. It is not a separate account in the System. There is no change in the System's assets, and there is no distribution available to the Member until the Member's termination from the DROP. The Member has no control over the investment of the DROP Account.

C. No Employer Discretion.

The DROP benefit is determined pursuant to a specific formula which does not involve employer discretion.

D. IRC Limit.

The DROP Account distribution, along with other benefits payable from the System, is subject to limitation under Internal Revenue Code Section 415(b).

~~A~~ E. Amendment of DROP.

The DROP may be amended by an ordinance of the City at any time and from time to time, and retroactively if deemed necessary or appropriate, to amend in whole or in part any or all of the provisions of the DROP. However, except as otherwise provided by law, no amendment shall make it possible for any part of the DROP's funds to be used for, or diverted to, purposes other than for the exclusive benefit of persons entitled to benefits under the DROP. No amendment shall be made which has the effect of decreasing the balance of the DROP Account of any Member.

~~B~~ F. Facility of Payment.

If the Board shall find that a Member or other person entitled to a benefit under the DROP is unable to care for his affairs because of illness or accident or is a minor, the Board may direct that any benefit due him, unless claim

shall have been made for the benefit by a duly appointed legal representative, be paid to his Spouse, a child, a parent or other blood relative, or to a person with whom he resides. Any payment so made shall be a complete discharge of the liabilities of the DROP for that benefit.

~~C~~ G. Information.

Each Member, Beneficiary or other person entitled to a benefit, before any benefit shall be payable to him or on his account under the DROP, shall file with the Board the information that it shall require to establish his rights and benefits under the DROP.

~~D~~ H. Prevention of Escheat.

If the Board cannot ascertain the whereabouts of any person to whom a payment is due under the DROP, the Board may, no earlier than three (3) years from the date such payment is due, mail a notice of such due and owing payment to the last known address of such person, as shown on the records of the Board or the City. If such person has not made written claim therefor within three (3) months of the date of the mailing, the Board may, if it so elects and upon receiving advice from counsel to the DROP, direct that such payment and all remaining payments otherwise due such person be canceled on the records of the DROP. Upon such cancellation, the DROP shall have no further liability therefor except that, in the event such person or his Beneficiary later notifies the Board of his whereabouts and requests the payment or payments due to him under the DROP, the amount so applied shall be paid to him in accordance with the provisions of the DROP.

~~E~~ I. Written Elections, Notification.

(1) Any elections, notifications or designations made by a Member pursuant to the provisions of the DROP shall be made in writing and filed with the Board in a time and manner determined by the Board under rules uniformly applicable to all employees similarly situated. The Board reserves the right to change from time to time the manner for making notifications, elections or designations by Members under the DROP if it determines after due deliberation that such action is justified in that it improves the administration of the DROP. In the event of a conflict between the provisions for making an election, notification or designation set forth in the DROP and such new administrative procedures, those new administrative procedures shall prevail.

(2) Each Member or Retiree who has a DROP Account shall be responsible for furnishing the Board with his current address and any subsequent changes in his address. Any notice required to be given to a Member or Retiree hereunder shall be deemed given if directed to him at the last such address given to the Board and mailed by registered or certified United States mail. If any check mailed by registered or certified United States mail to such address is returned, mailing of checks will be suspended until such time as the Member or Retiree notifies the Board of his address.

~~F~~ J. Benefits Not Guaranteed.

All benefits payable to a Member from the DROP shall be paid only from the assets of the Member's DROP Account and neither the City nor the Board shall have any duty or liability to furnish the DROP with any funds, securities or other assets except to the extent required by any applicable law.

~~G~~ K. Construction.

(1) The DROP shall be construed, regulated and administered under the laws of Florida, except where other applicable law controls.

(2) The titles and headings of the subsections in this Section are for convenience only. In the case of ambiguity or inconsistency, the text rather than the titles or headings shall control.

~~H~~ L. Forfeiture of Retirement Benefits.

Nothing in this Section shall be construed to remove DROP participants from the application of any forfeiture provisions applicable to the System. DROP participants shall be subject to forfeiture of all retirement benefits, including DROP benefits.

~~I~~ M. Effect of DROP Participation on Employment.

Participation in the DROP is not a guarantee of employment and DROP participants shall be subject to the same employment standards and policies that are applicable to employees who are not DROP participants.

~~J~~ N. Right to Serve as a Trustee.

A Member's election to participate in the DROP shall not make him ineligible to serve as a Member trustee, but he shall be ineligible to vote for Member trustees.

SECTION 9: That the City of Port St. Lucie Municipal Police Officers' Retirement Trust Fund, adopted by Ordinance No. 13-49, is hereby amended by adding Section 28, Supplemental Benefit Component for Special Benefits; Chapter 185 Share Accounts, to read as follows:

SECTION 28. SUPPLEMENTAL BENEFIT COMPONENT FOR SPECIAL BENEFITS; CHAPTER 185 SHARE ACCOUNTS.

There is hereby established an additional plan component to provide special benefits in the form of a supplemental retirement, termination, death and disability benefits to be in addition to the benefits provided for in the previous Sections of this Plan, such benefit to be funded solely and entirely by Chapter 185, Florida Statutes, premium tax monies for each plan year which are allocated to this supplemental component as provided for in Section 185.35, Florida Statutes. Amounts allocated to this supplemental component ("Share Plan") shall be further allocated to the members and DROP participants in a manner to be agreed upon.

SECTION 10: Specific authority is hereby granted to codify and incorporate this Ordinance in the existing Code of Ordinances of the City of Port St. Lucie.

SECTION 11: All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

SECTION 12: If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION 13: That this Ordinance shall become effective upon its adoption.

PASSED ON FIRST READING, this ____ day of _____, 2016.

PASSED AND ADOPTED ON SECOND READING, this ____ day of _____, 2016.

CITY COUNCIL
CITY OF PORT ST. LUCIE

By: _____
Gregory J. Oravec, Mayor

ATTEST:

_____
Karen A. Phillips, City Clerk

Approved as to form:

By: _____
City Attorney

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CITY COUNCIL
AGENDA MEMORANDUM

ATTACHMENT
"2"

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 11A

Meeting Date: 5/23/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager JB

FROM: Karen A. Phillips, City Clerk KAP

Agenda Item: Motion: **Resolution 16-R32** - Public Hearing: Creation of Ballot Successful New Port St. Lucie Residential Street Lighting Assessment Area Boundaries

Submittal Date: 5/12/2016

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

BACKGROUND: Ordinance 07-117 requires a Public Hearing before residential street lighting services are extended to new assessment areas.

ANALYSIS: Ballots returned by property owners, as shown in the records of the St. Lucie County Property Appraiser, were tallied. By a vote of 50% plus 1 of the eligible votes cast, 18 new lighting assessment areas were established.

FINANCIAL INFORMATION: The 2016 street lighting assessment rate was $26 yearly per lot. Assessments for the successful elections will be placed on the property owner's tax bill, mailed November 2016.

LEGAL INFORMATION: Resolution reviewed by Stefanie Beskovoyne, Assistant City Attorney

STAFF RECOMMENDATION: Request approval of Resolution 16-R32 creating 6 new residential street lighting assessment areas.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 5/23/2016

LOCATION OF PROJECT:

Boundary #471 - Port St. Lucie Section 46, NW COTTON DRIVE
Boundary #474 - Port St. Lucie Section 2, SE TWIG AVENUE
Boundary #475 - Port St. Lucie Section 10, SE SWEETBAY AVENUE
Boundary #477 - Port St. Lucie Section 4, SW HUTCHINS STREET
Boundary #479 - Port St. Lucie Section 13, SW HOLDEN TERRACE
Boundary #480 - Port St. Lucie Section 46, NW DOWSE STREET, NW LISA COURT, & NW LOMB COURT

ATTACHMENTS: Notice of Hearing Letter to Property Owners, Legal Advertisement for Successful Street Light Area Boundaries

RESOLUTION 16-R32

A RESOLUTION EXTENDING THE PORT ST. LUCIE RESIDENTIAL STREET LIGHTING ASSESSMENT AREAS, AUTHORIZING THE STREET LIGHTING TO BE MADE AND PROVIDING FOR A SPECIAL ASSESSMENT OF THE COST THEREOF; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to City of Port St. Lucie City Code Chapter 161, the Clerk of the City of Port St. Lucie has received requests designating new areas for residential street lighting; and

WHEREAS, the City of Port St. Lucie's City Code of Ordinances defines "Assessment area" as an area identified by city resolution wherein, pursuant to the request of affected property owners, the city council has determined to provide residential street lighting and assessed the benefitted property the costs of providing the same; and

WHEREAS, the City council is authorized by Section 170.201, Florida Statutes, to impose residential street lighting assessments in all or a portion of the incorporated area; and

WHEREAS, the CITY council derives the authority to impose residential street lighting assessments within the municipality from the home rule power of cities in article VIII, section 2(b), Florida Constitution and Section 166.021, Florida Statutes; and

WHEREAS, an election of all record title owners was made within the designated area with the results that a majority of all voters approved said requests; and

WHEREAS, the City Council of the City of Port St. Lucie has determined that streetlights provide a special benefit to the property as a consequence of possessing a logical relationship to the value, use or characteristics of the assessed property; and

WHEREAS, the City Council of the City of Port St. Lucie has determined that the extension of the boundaries of the Port St. Lucie Residential Street Lighting Assessment

Area to include the designated areas is necessary and available.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE AS FOLLOWS:

Section 1. That the boundaries of the Port St. Lucie Residential Street Lighting Assessment Area, as established by City of Port St. Lucie City Code Chapter 161, are hereby extended to include the designated areas more particularly described in Exhibit "A," attached hereto and by reference incorporated herein.

Section 2. That Florida Power & Light Company, pursuant to City of Port St. Lucie City Code Chapter 161, is authorized to erect, install and maintain street lighting in the designated areas more particularly described in Exhibit "A," attached hereto.

Section 3. That the ultimate cost of the street lighting in the designated areas will be financed by special assessments on all real properties within the areas, including homestead property, on a prorata basis, levied against each lot at the estimated rate of Twenty-Six ($26.00) Dollars per year. The Cost per lot may decrease or increase annually, depending on the cost of electric power to the city.

Section 4. The City Council finds that the imposition of a recurring annual residential street lighting assessment is an alternative, equitable and efficient method to fairly and reasonably apportion and recover the residential street lighting costs experienced by the city among the parcels of residential property within the area assessed.

Section 5. This resolution shall become effective immediately upon its adoption.

RESOLUTION 16-R32

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this 23rd day of May, 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
CITY CLERK'S OFFICE
121 SW PORT ST. LUCIE BLVD.
PORT ST. LUCIE, FL 34984-5099
772-871-5157

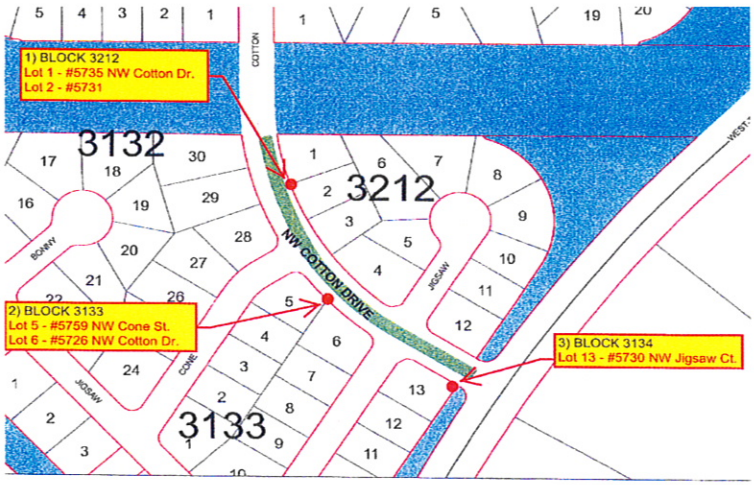
NOTICE OF PUBLIC HEARING
NEW RESIDENTIAL STREET LIGHTING ASSESSMENT AREA FOR FISCAL YEAR 2016/2017
CITY COUNCIL MEETING

May 23, 2016, AT 7:00 P.M., CITY HALL
121 SW PORT ST. LUCIE BOULEVARD
PORT ST. LUCIE, FLORIDA

The lots listed below are in an area balloted and passed by a majority of the property owners returned ballots. The City contemplates levying an assessment estimated at $26.00 per lot. Payment will be on a yearly basis and collected by the St. Lucie County Tax Collector. This assessment will be included in your November 2016 tax bill on the non-advalorem portion of your tax bill. A description of the properties specially benefited (by section, block and lot) and a map showing the location of the street lighting is as follows:

STREET LIGHTING ASSESSMENT AREA
BOUNDARY #471
NW COTTON DRIVE - SECTION 46

BLOCK	3132	LOTS	28	THRU	30
BLOCK	3133	LOTS	5	AND	6
BLOCK	3134	LOT	13		
BLOCK	3212	LOTS	1	THRU	4
	AND	LOT	12		



The public hearing will be held in the City Council Chambers at 7:00 p.m. on May 23, 2016, or as soon thereafter as the matter may be heard, located at the City of Port St. Lucie Municipal Complex (City Hall), 121 S.W. Port St. Lucie Blvd., Port St. Lucie, Florida 34984 for the purpose of receiving public comment on the proposed collection of the assessments. All affected property owners have a right to appear at the hearing and to file written objections with the Council in care of the City Clerk within 20 days of the publication of this notice. If a person decides to appeal any decision made by the Council with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to arrange for a court reporter to ensure that a verbatim record is made. In accordance with the Americans with Disabilities Act, persons needing special accommodations or an interpreter to participate in this proceeding should contact the City Clerk's office at 772-871-5157, at least seven days prior to the date of the hearing.

Copies of the assessment roll, showing the amount of the assessment to be imposed against each parcel of property, and the legal documentation relating to the assessment is available for inspection in the office of the City Clerk, located on the First Floor of City Hall, 121 S.W. Port St. Lucie Blvd., Port St. Lucie, Florida.

The assessments will be collected on the non-ad valorem portion of the tax bill to be mailed in November 2016. Failure to pay the assessment will cause a tax certificate to be issued against the property, which may result in a loss of title to your property. Based on a successful vote of the 16 Residential Street Lighting Areas to be approved with the May 23, 2016, Resolution, the estimated revenue generated to pay for the yearly street lighting will be approximately $4,238. If you have any questions, please contact City of Port St. Lucie Legal Department at 772-344-4386, Monday through Friday between 8:00 a.m. and 5:00 p.m.

Karen A. Phillips, City Clerk

Legal Ad Published on May 13, 2016

CITY OF PORT ST. LUCIE
CITY CLERK'S OFFICE
121 SW PORT ST. LUCIE BLVD.
PORT ST. LUCIE, FL 34984-5099
772-871-5157

NOTICE OF PUBLIC HEARING
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CITY COUNCIL MEETING

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PORT ST. LUCIE, FLORIDA

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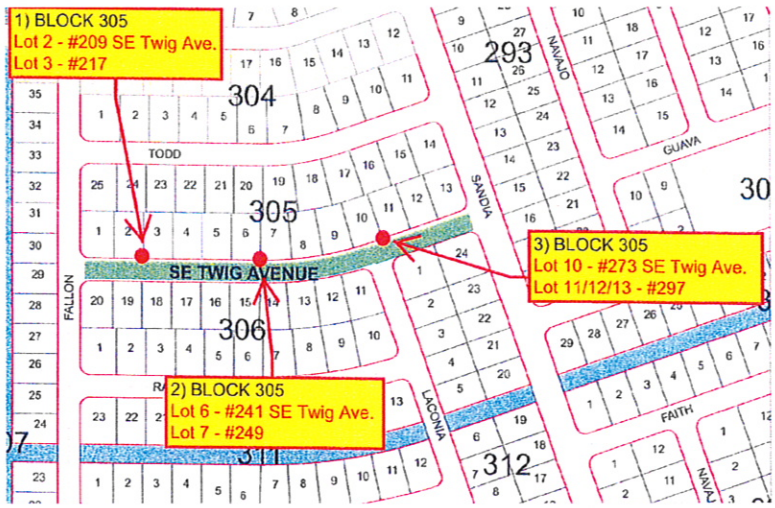
STREET LIGHTING ASSESSMENT AREA
BOUNDARY #474
SE TWIG AVENUE - SECTION 2

BLOCK	305	LOTS	1	THRU	13
BLOCK	306	LOTS	11	THRU	20
BLOCK	312	LOTS	1	AND	24



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Karen A. Phillips, City Clerk

Legal Ad Published on May 13, 2016

CITY OF PORT ST. LUCIE
CITY CLERK'S OFFICE
121 SW PORT ST. LUCIE BLVD.
PORT ST. LUCIE, FL 34984-5099
772-871-5157

NOTICE OF PUBLIC HEARING
NEW RESIDENTIAL STREET LIGHTING ASSESSMENT AREA FOR FISCAL YEAR 2016/2017
CITY COUNCIL MEETING

May 23, 2016, AT 7:00 P.M., CITY HALL
121 SW PORT ST. LUCIE BOULEVARD
PORT ST. LUCIE, FLORIDA

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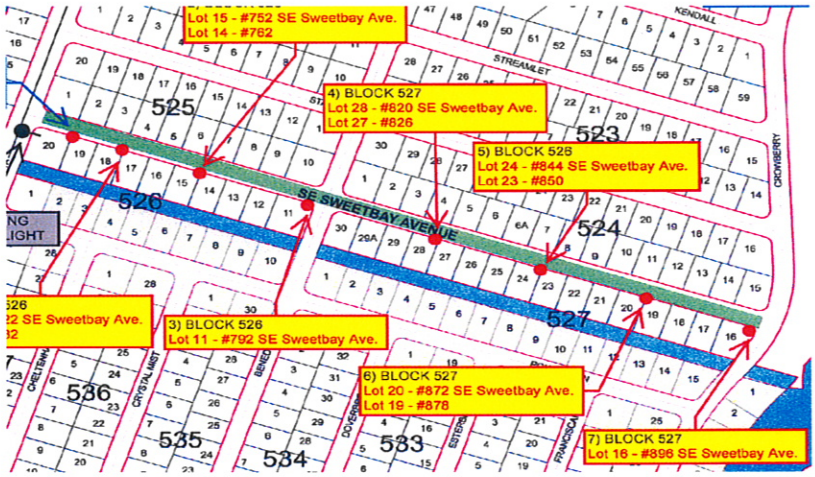
STREET LIGHTING ASSESSMENT AREA
BOUNDARY #475
SE SWEETBAY AVENUE – SECTION 10

BLOCK	524	LOTS	1	THRU	15
BLOCK	525	LOTS	1	THRU	10
BLOCK	526	LOTS	11	THUR	20
BLOCK	527	LOTS	16	THRU	30



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Karen A. Phillips, City Clerk

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CITY COUNCIL MEETING

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PORT ST. LUCIE, FLORIDA

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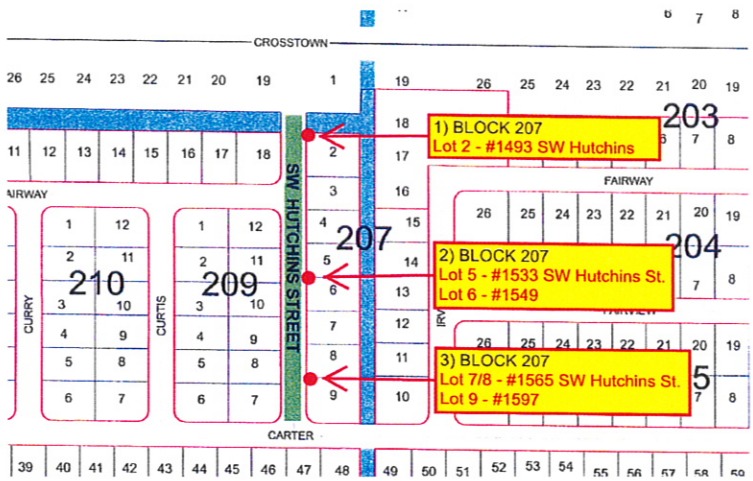
STREET LIGHTING ASSESSMENT AREA
BOUNDARY #477
SW HUTCHINS STREET – SECTION 4

BLOCK	207	LOTS	2	THRU	9
BLOCK	208	LOT	18		
BLOCK	209	LOTS	7	THRU	12



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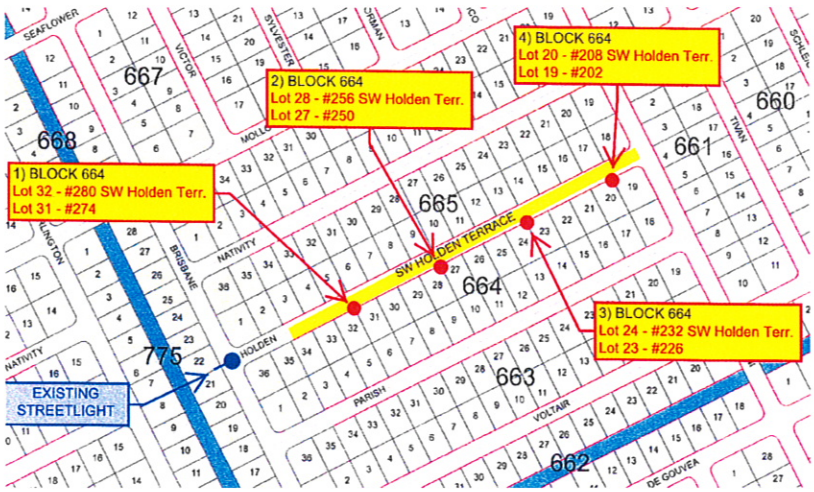
STREET LIGHTING ASSESSMENT AREA
BOUNDARY #479
SW HOLDEN TERRACE – SECTION 13

BLOCK	664	LOTS	19	THRU	34
BLOCK	665	LOTS	3	THRU	18



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NEW RESIDENTIAL STREET LIGHTING ASSESSMENT AREA FOR FISCAL YEAR 2016/2017
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May 23, 2016, AT 7:00 P.M., CITY HALL
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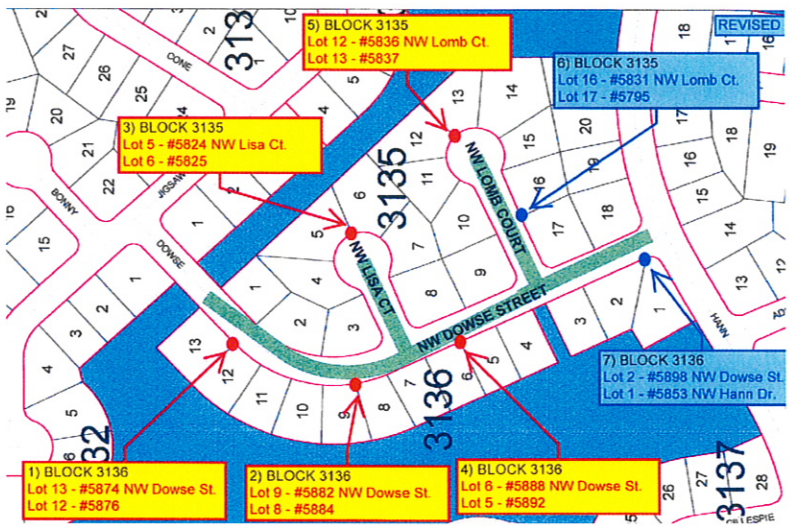
STREET LIGHTING ASSESSMENT AREA
BOUNDARY #480
NW DOWSE STREET, NW LISA COURT &
NW LOMB COURT – SECTION 46

BLOCK	3135	LOTS	1	THRU 18
BLOCK	3136	LOTS	1	THRU 13



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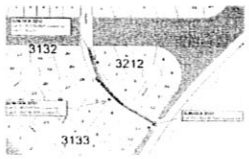
NOTICE OF PUBLIC HEARING
NEW RESIDENTIAL STREET LIGHTING
ASSESSMENT AREAS FOR FISCAL YEAR 2016/2017
CITY COUNCIL MEETING MAY 23, 2016, AT 7:00 P.M.
CITY HALL, 121 SW PORT ST. LUCIE BOULEVARD,
PORT ST. LUCIE, FLORIDA

THE LOTS LISTED BELOW ARE IN AREAS BALLOTED AND PASSED BY MAJORITY OF THE PROPERTY OWNERS RETURNED BALLOTS. THE CITY CONTEMPLATES LEVYING AN ASSESSMENT ESTIMATED AT $26.00 PER LOT. PAYMENT WILL BE ON A YEARLY BASIS AND COLLECTED BY THE ST. LUCIE COUNTY TAX COLLECTOR. THIS ASSESSMENT WILL BE INCLUDED IN YOUR NOVEMBER 2016 TAX BILL ON THE NON-ADVALOREM PORTION OF YOUR TAX BILL. A DESCRIPTION OF THE PROPERTIES SPECIALLY BENEFITED (BY SECTION, BLOCK AND LOT) AND A MAP SHOWING THE LOCATION OF THE STREET LIGHTING IS AS FOLLOWS:

STREET LIGHTING ASSESSMENT
AREA BOUNDARY #471
NW COTTON DRIVE
SECTION 46

BLOCK 3132 LOTS 28 THRU 30
BLOCK 3133 LOTS 5 AND 6
BLOCK 3134 LOT 13
BLOCK 3212 LOTS 1 THRU 4
AND LOT 12

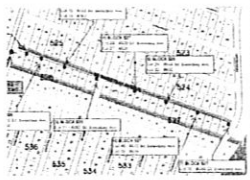


STREET LIGHTING ASSESSMENT
AREA BOUNDARY #474
SE TWIG AVENUE
SECTION 2

BLOCK 305 LOTS 1 THRU 13
BLOCK 306 LOTS 11 THRU 20
BLOCK 312 LOTS 1 AND 24

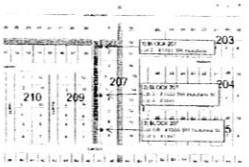
STREET LIGHTING ASSESSMENT
AREA BOUNDARY #475
SE SWEETBAY AVENUE
SECTION 10

BLOCK 524 LOTS 1 THRU 15
BLOCK 525 LOTS 1 THRU 10
BLOCK 526 LOTS 11 THRU 20
BLOCK 527 LOTS 16 THRU 30



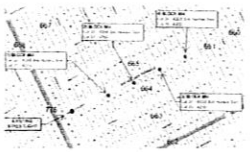
STREET LIGHTING ASSESSMENT
AREA BOUNDARY #477
SW HUTCHINS STREET
SECTION 4

BLOCK 207 LOTS 2 THRU 9
BLOCK 208 LOT 18
BLOCK 209 LOTS 7 THRU 12



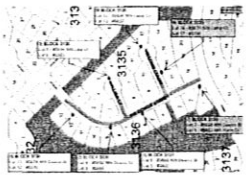
STREET LIGHTING ASSESSMENT
AREA BOUNDARY #479
SW HOLDEN TERRACE
SECTION 13

BLOCK 664 LOTS 19 THRU 34
BLOCK 665 LOTS 3 THRU 18



STREET LIGHTING ASSESSMENT
AREA BOUNDARY #480
NW DOWSE STREET, NW LISA
COURT & NW LOMB COURT
SECTION 46

BLOCK 3135 LOTS 1 THRU 18
BLOCK 3136 LOTS 1 THRU 13



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Karen A. Phillips, City Clerk
Publish: May 13, 2016

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 11B
Meeting Date: 5/23/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager

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

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

Agenda Item: Resolution: 16-R33 Southern Grove Plat No. 17 – Preliminary and Final Plat (P16-037)

Submittal Date: 5/12/2016

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: Michael T. Owen, P.S.M. of Engineering, Design & Construction, Inc., Inc., acting as agent for Tradition Land Company, LLC, has submitted an application for a replat of Lots 1, 2 and 3 and Tract 3 of Southern Grove Plat No. 11. The replat consists of 8.79 aces.

The property is located within the Southern Grove DRI (Development of Regional Impact). It is zoned the Tradition – SG Phase 1 MPUD (Master Planned Unit Development) and has a future land use designation of NCD (New Community Development District). The property is vacant and is located within the Mixed Use area of the MPUD which allows retail, restaurants, office and other uses. A lake is located across Tradition Parkway to the north; a hotel, office building, and hospital are located across Village Parkway to the east; a single family residential development is located across Community Boulevard to the west; and the property to the south is vacant. All of the surrounding properties are zoned MPUD.

ANALYSIS: The size of Lots 1 and 2 are proposed to be reduced from 1.726 to 1.307 acres and 0.973 to 0.811 acre respectively. Lot 3 is proposed to be increased from

1.085 to 1.387 acres. A new Lot 5 consisting of 1.112 acres is proposed to be created at the southwest corner of Village Parkway and the right-of-way of Village Commons. The replat has been reviewed for compliance with the Tradition – SG Phase 1 MPUD and the City's Land Development Regulations.

FINANCIAL INFORMATION: NA

LEGAL INFORMATION: The resolution has been approved as to form by Thomas Mullin on May 3, 2016.

STAFF RECOMMENDATION: The Site Plan Review Committee recommended approval of the plat on March 23, 2016.

PRESENTATION INFORMATION: NA

REQUESTED MEETING DATE: 5/23/2016

LOCATION OF PROJECT: The property is located south of Tradition Parkway, between Community Boulevard and Village Parkway. See attached maps.

ATTACHMENTS: Resolution, application, and plat.

RECEIVED
MAY 12 2016
CITY MANAGER'S OFFICE

RESOLUTION NO. 16-R33

A RESOLUTION APPROVING THE PRELIMINARY AND FINAL PLAT FOR SOUTHERN GROVE PLAT NO. 17 (P16-037); WITHIN THE CITY OF PORT ST. LUCIE, FLORIDA; ON THE REQUEST OF MICHAEL T. OWEN, P.S.M. OF ENGINEERING, DESIGN & CONSTRUCTION, INC.; 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 Michael T. Owen, P.S.M. of Engineering, Design & Construction, Inc., acting as agent for Tradition Land Company, LLC, to approve and accept the preliminary and final plat for Southern Grove Plat No. 17, within the City of Port St. Lucie, Florida; and

WHEREAS, there are no private roads or drainage 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 recommended approval of the preliminary and final plat titled Southern Grove Plat No. 17 (P16-037) on March 23, 2016; 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 for Southern Grove Plat No. 17, within the City of Port St. Lucie, Florida, said plat being offered by Tradition Land Company, LLC, as owners and title holders of said property, and as prepared by Michael T. Owen, P.S.M. of Engineering, Design & Construction, Inc., as designated on the attached said plat.

RESOLUTION NO. 16-R33

Section 2. That the Mayor and City Clerk of the City of Port St. Lucie, Florida, are hereby authorized to countersign said plat so it may be properly recorded in the public records of St. Lucie County, Florida.

Section 3. This Resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this 23rd day of May, 2016.

CITY COUNCIL
CITY OF PORT ST. LUCIE

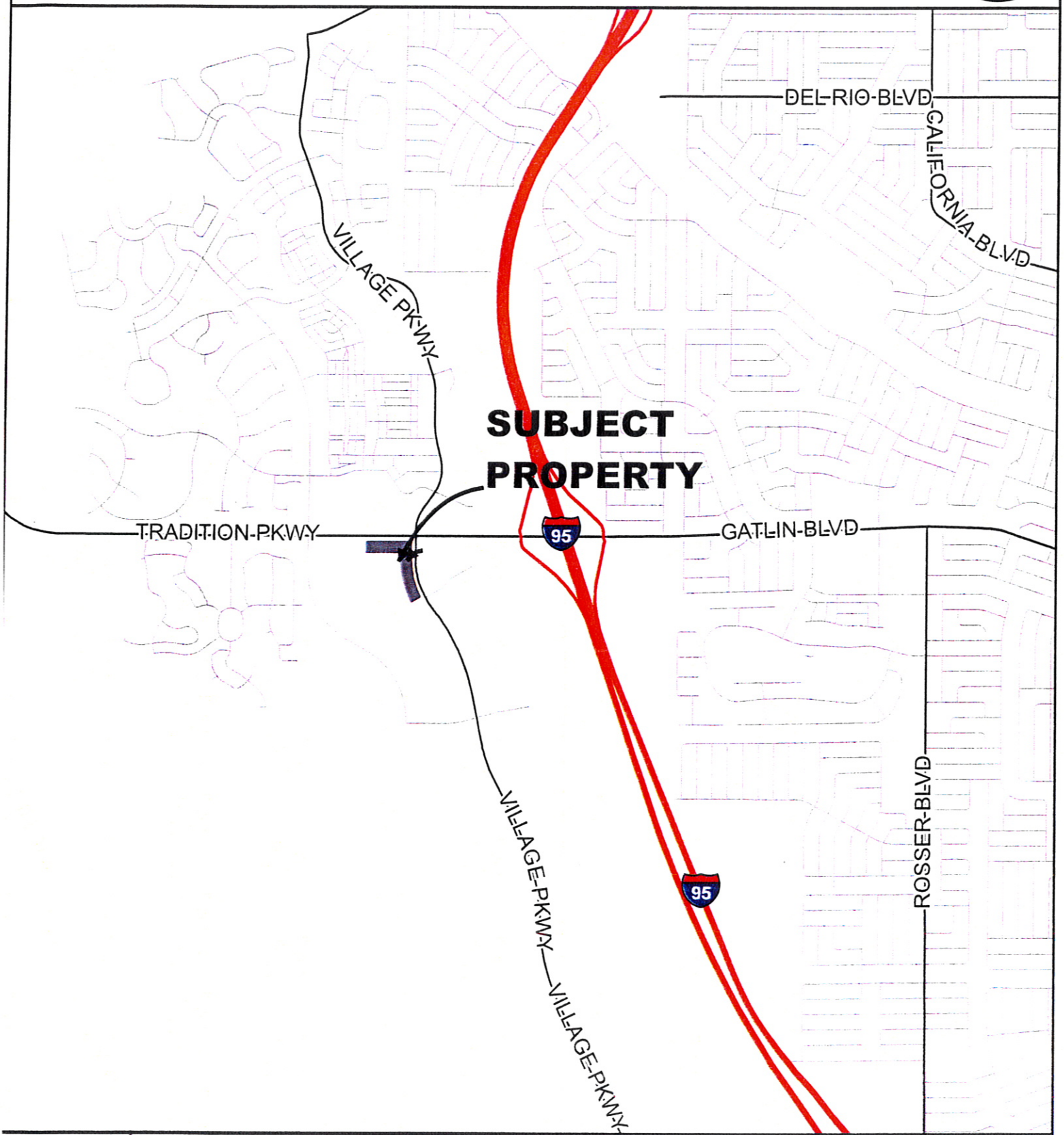
BY: _____
Gregory J. Oravec, Mayor

ATTEST:

_____
Karen A. Phillips, City Clerk

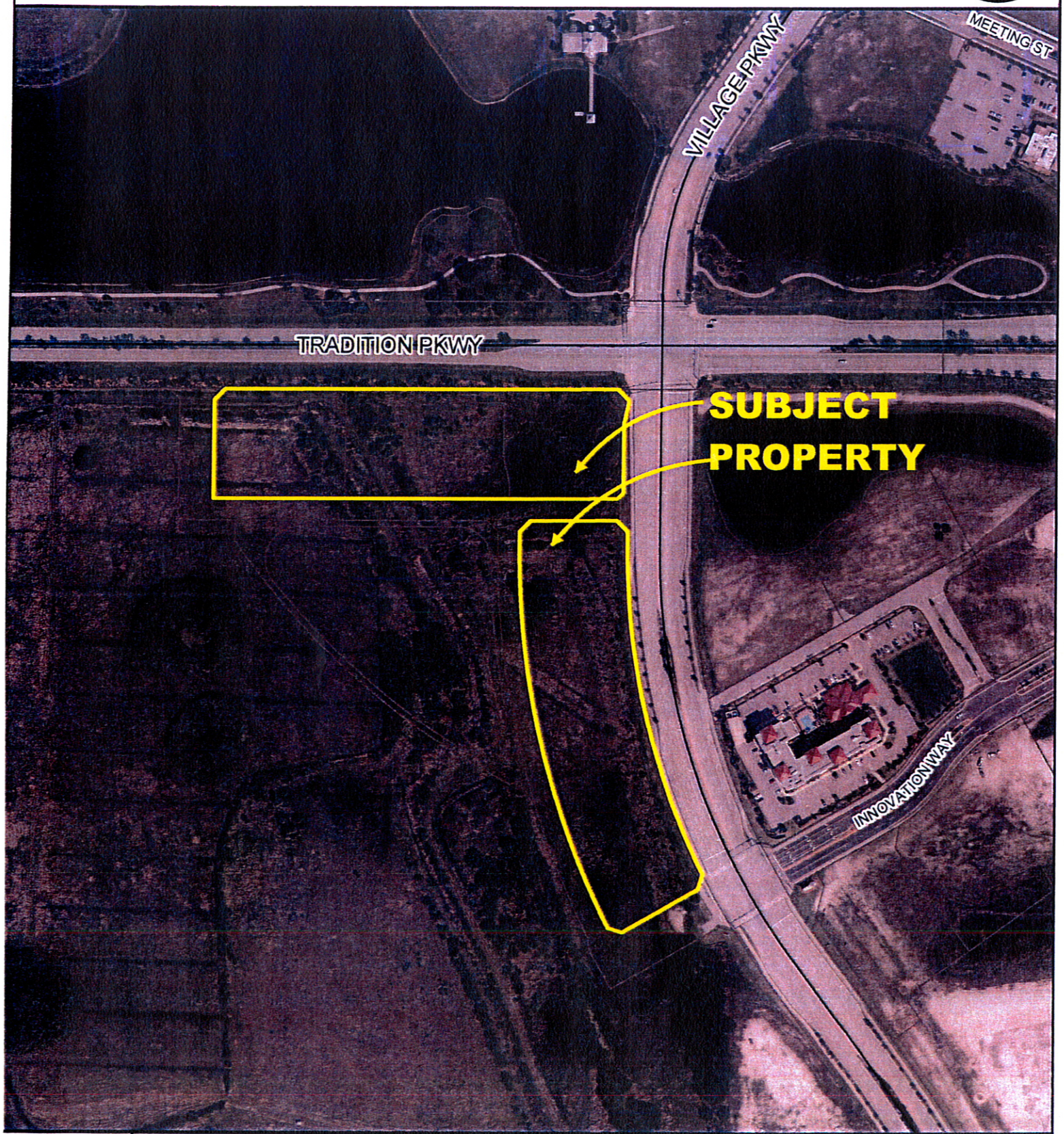
APPROVED AS TO FORM: _____
Interim City Attorney

GENERAL LOCATION



CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	SUBDIVISION PLAT SOUTHERN GROVE PLAT NO. 17 SOUTHERN GROVE MPUD	DATE:	3/22/2016
		APPLICATION NUMBER:	P16-037
		USER:	patricias
		SCALE:	1 in = 0.5 miles

AERIAL



CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

SUBDIVISION PLAT

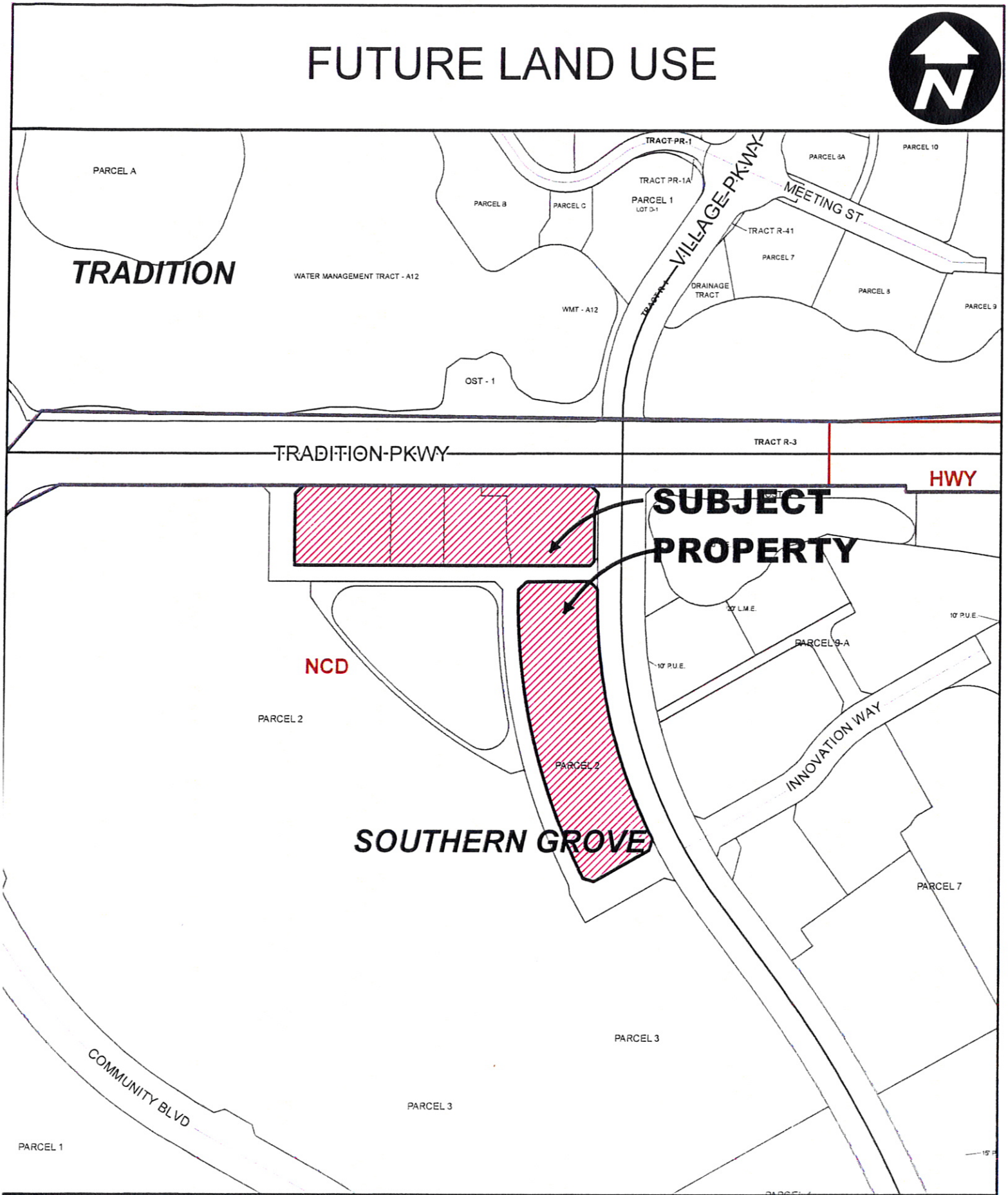
SOUTHERN GROVE PLAT NO. 17

SOUTHERN GROVE MPUD

AERIAL DATE 2014

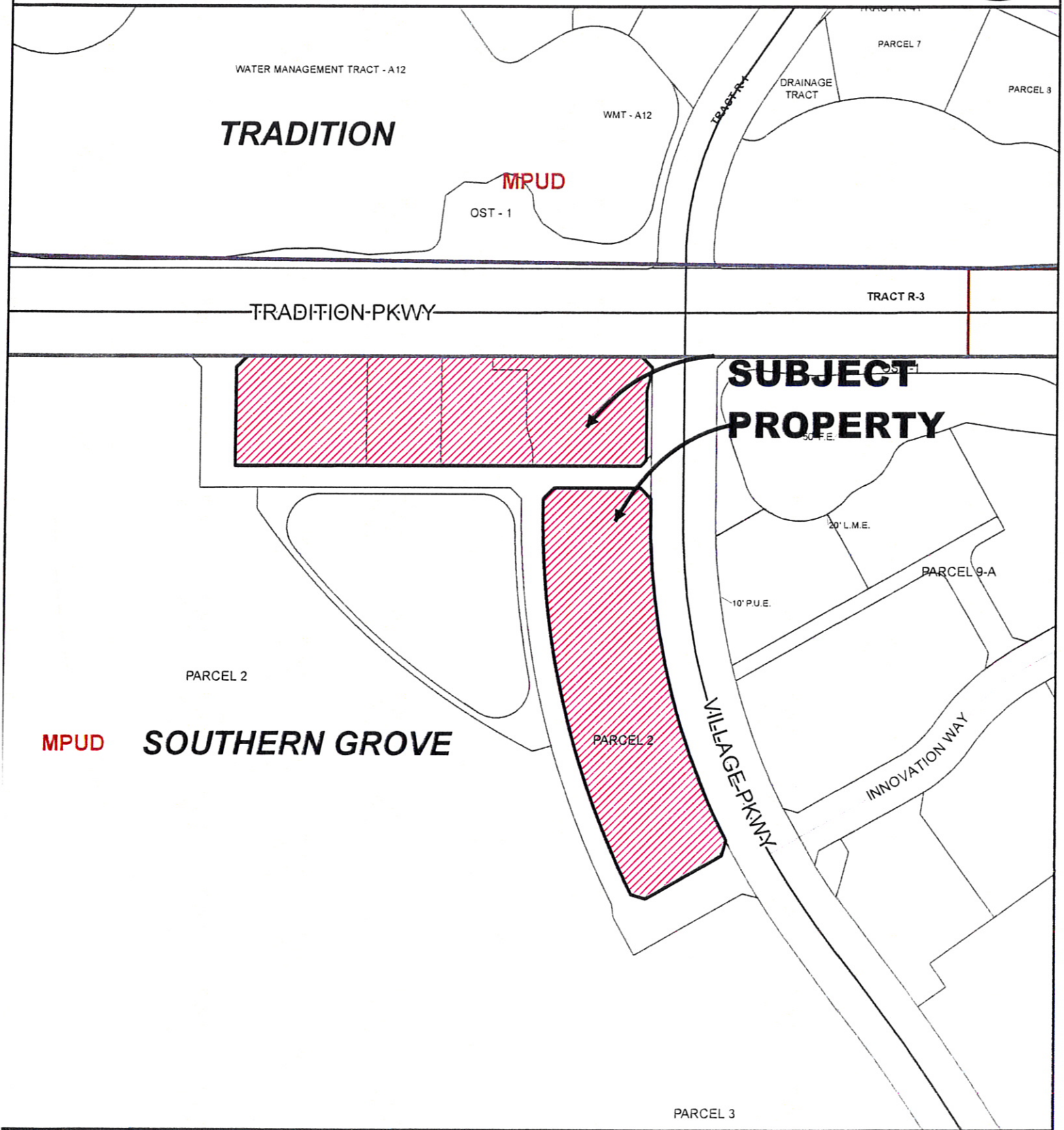
DATE:	3/23/2016
APPLICATION NUMBER:	P16-037
USER:	patricias
SCALE:	1 in = 300 ft

FUTURE LAND USE



CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	SUBDIVISION PLAT SOUTHERN GROVE PLAT NO. 17 SOUTHERN GROVE MPUD	DATE:	3/22/2016
		APPLICATION NUMBER:	P16-037
		USER:	patricias
		SCALE:	1 in = 389 ft

EXISTING ZONING



CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	SUBDIVISION PLAT SOUTHERN GROVE PLAT NO. 17 SOUTHERN GROVE MPUD	DATE: 3/22/2016 APPLICATION NUMBER: P16-037 USER: patricias SCALE: 1 in = 300 ft	

SUBDIVISION PLAT APPLICATION

ONLY COMPLETE SUBMISSIONS WILL BE PROCESSED

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

P&Z File No. P16-037
Fee (Nonrefundable)$ 945.00
Receipt # 86134

PRIMARY CONTACT EMAIL ADDRESS: mikeowen@edc-inc.com

PROJECT NAME: Southern Grove Plat No. 17

LEGAL DESCRIPTION: Lots 1, 2 & Tract 3 of Southern Grove Plat No. 11 & Lot 3 of Southern Grove Plat No. 16

LOCATION OF PROJECT SITE: Southwest corner of Village Parkway and Tradition Parkway

PROPERTY TAX I.D. NUMBER: 4315-601-0003-000-5/4315-601-0004-000-2/4315-601-0008-000-0

CIRCLE ONE: **PRELIMINARY** **FINAL** **PRELIMINARY & FINAL**

PROPOSED USE: Commercial

GROSS SQ. FT. OF STRUCTURE(S): N/A

NUMBER OF DWELLING UNITS & DENSITY
FOR MULTI-FAMILY PROJECTS: N/A

UTILITIES & SUPPLIER: PSL U.S.D., T.I.C., AT&T, F.P.& L., Florida Gas, Hometown Cable, S.G.C.D.D.

GROSS ACREAGE & SQ. FT. OF SITE: 8.79 acres / 382,949.5 sq. ft.

FUTURE LAND USE DESIGNATION: NCD ZONING DISTRICT: MPUD

OWNER(S) OF PROPERTY:
NAME, ADDRESS, TELEPHONE & FAX NO.
Tradition Land Company LLC
4333 NE Edgewood Rd
Cedar Rapids, IA 52499

APPLICANT OR AGENT OF OWNER:
NAME, ADDRESS, TELEPHONE & FAX NO.
Michael T. Owen, P.S.M, Engineering, Design & Construction, Inc. 1934 Tucker Court, Ft. Pierce, FL 34950
772-462-2454

PROJECT ARCHITECT/ENGINEER:
(FIRM, ENGINEER OF RECORD
N/A

FLORIDA REGISTRATION NO., CONTACT
PERSON, ADDRESS, PHONE & FAX No.)
N/A

- I HEREBY AUTHORIZE THE ABOVE LISTED AGENT TO REPRESENT ME. I GRANT THE PLANNING DEPARTMENT PERMISSION TO ACCESS THE PROPERTY FOR INSPECTION.

- I FULLY UNDERSTAND THAT PRIOR TO THE ISSUANCE OF A BUILDING PERMIT AND THE COMMENCEMENT OF ANY DEVELOPMENT ALL PLANS AND DETAIL PLANS MUST BE REVIEWED AND APPROVED BY THE CITY PURSUANT TO SUBDIVISION REGULATIONS CHAPTER 156.

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

OWNER'S SIGNATURE	HAND PRINT NAME	TITLE	DATE
	David Feldman	President	3/2/16

Anne Cox

From: Thomas Mullin <TMullin@nasonyeager.com>
Sent: Tuesday, May 03, 2016 4:12 PM
To: Anne Cox
Cc: CityAttorney; Patti Tobin
Subject: RE: Southern Grove Plat No. 17

Hi Anne –
I have reviewed the proposed Resolution and have no comments.
Thank you,
Tom

Thomas F. Mullin
Email: TMullin@nasonyeager.com
Web: www.nasonyeager.com
Tel: 561-982-7114 | Fax:561-982-7116

Nason Yeager
Gerson White & Lioce, P.A.
Nason Yeager, Gerson White & Lioce, P.A.
7700 Congress Ave., Suite 2201 |Boca Raton |FL |33487

The information contained in this transmission is attorney privileged and confidential. It is intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you receive this communication in error, please notify us immediately by telephone (collect) and return the original message to us at the above address via the U.S. Postal Service. We will reimburse you for postage and/or telephone expenses.

Think Green! Please do not print this e-mail unless absolutely necessary.

From: Anne Cox [mailto:AnneC@cityofpsl.com]
Sent: Friday, April 29, 2016 4:31 PM
To: Thomas Mullin
Cc: CityAttorney; Patti Tobin
Subject: FW: Southern Grove Plat No. 17

Tom,

Our deadline for this resolution is May 11th for the May 23rd City Council meeting. Thanks.

Anne

From: Anne Cox
Sent: Thursday, April 21, 2016 8:16 AM
To: 'Thomas Mullin' <TMullin@nasonyeager.com>; CityAttorney <CityAttorney@cityofpsl.com>
Subject: Southern Grove Plat No. 17

Attached please find a resolution for review. This application is not required to be reviewed by the P&Z Board. Thanks.

Anne Cox, AICP
Assistant Director of Planning and Zoning

SOUTHERN GROVE PLAT NO. 17

A REPLAT OF LOTS 1 & 2 AND TRACT 3, SOUTHERN GROVE PLAT NO. 11, RECORDED IN PLAT BOOK 70, PAGES 15 THROUGH 21, AND A REPLAT OF LOT 3, SOUTHERN GROVE PLAT NO. 11 REPLAT, RECORDED IN PLAT BOOK 71, PAGES 8 & 9, ALL OF THE PUBLIC RECORDS, OF ST. LUCIE COUNTY, FLORIDA, LYING IN SECTIONS 15 & 16, TOWNSHIP 37 SOUTH, RANGE 39 EAST, CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA

LEGAL DESCRIPTION

ALL OF LOTS 1 AND 2 AND TRACT 3, SOUTHERN GROVE PLAT NO. 11, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 70, PAGES 15 THROUGH 21, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

TOGETHER WITH:

ALL OF LOT 3, SOUTHERN GROVE PLAT NO. 11 REPLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 71, PAGES 8 AND 9, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

CONTAINS 8.79 ACRES, MORE OR LESS.

CERTIFICATE OF OWNERSHIP AND DEDICATION

STATE OF ____________
COUNTY OF ____________

TRADITION LAND COMPANY, LLC, OWNER OF THE LAND DESCRIBED AND PLATTED HEREIN AS SOUTHERN GROVE PLAT NO. 17, BEING IN ST. LUCIE COUNTY, FLORIDA, HAVE CAUSED SAID LANDS TO BE SURVEYED AND PLATTED AS SHOWN HEREON AND HEREBY DEDICATES AS FOLLOWS:

1) THE PUBLIC UTILITY EASEMENTS ("P.U.E.") AS SHOWN HEREON ARE HEREBY DEDICATED IN PERPETUITY TO THE CITY OF PORT ST. LUCIE, FLORIDA ("CITY") FOR THE INSTALLATION, OPERATION, MAINTENANCE, REPAIR, EXPANSION, AND REPLACEMENT OF UNDERGROUND UTILITIES INCLUDING, WITHOUT LIMITATION, ELECTRIC POWER LINES, TELECOMMUNICATION LINES, CABLE TELEVISION LINES, GAS LINES, IRRIGATION LINES AND RELATED APPURTENANCES (SPECIFICALLY EXCLUDING MUNICIPAL WATER, SEWER AND RECLAIMED WATER LINES) PROVIDED, HOWEVER, NO PROPERTY WHICH IS THE SUBJECT OF THIS PLAT MAY USE, CONNECT AND/OR RECEIVE IRRIGATION WATER SERVICE FROM A PROVIDER OTHER THAN A PROVIDER DESIGNATED IN WRITING BY THE TRADITION IRRIGATION COMPANY, LLC, ITS SUCCESSORS AND/OR ASSIGNS.

2) THE PRIVATE DRAINAGE EASEMENTS ("P.D.E.") AS SHOWN HEREON ARE HEREBY DEDICATED TO THE TRADITION COMMERCIAL ASSOCIATION, INC., ITS SUCCESSORS AND ASSIGNS, FOR DRAINAGE PURPOSES AND THEY ARE THE MAINTENANCE OBLIGATION OF SAID TRADITION COMMERCIAL ASSOCIATION, IT'S SUCCESSORS AND ASSIGNS.

3) THE SANITARY UTILITY EASEMENT (S.U.E.) AS SHOWN HEREON IS HEREBY DEDICATED FOR THE BENEFIT OF LOT 2 AND IS THE PERPETUAL MAINTENANCE OBLIGATION OF LOT 2, THEIR SUCCESSORS AND/OR ASSIGNS FOR THE INSTALLATION, OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT OF UNDERGROUND UTILITIES.

4) THE UTILITY EASEMENTS ("U.E.") AS SHOWN HEREON ARE UTILITY EASEMENTS WHICH ARE HEREBY DEDICATED TO THE CITY OF PORT ST. LUCIE, ITS SUCCESSORS AND/OR ASSIGNS, FOR ACCESS TO, AND THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES FACILITIES, INCLUDING, BUT NOT LIMITED TO, WATER AND WASTEWATER LINES AND APPURTENANT FACILITIES. THERE SHALL BE NO OTHER PUBLIC OR PRIVATE UTILITY FACILITIES INSTALLED IN, ON, OVER, UNDER, OR ACROSS THE EASEMENT AREA WITHOUT THE CITY'S WRITTEN PERMISSION. THERE SHALL BE NO IMPROVEMENTS OF ANY KIND INCLUDING, BUT NOT LIMITED TO, LANDSCAPING CONSTRUCTED WITHIN THE BOUNDARIES OF THE EASEMENT AREA WHICH WOULD RESTRICT THE OPERATION AND MAINTENANCE OF, OR WHICH MAY IN ANY MANNER RESULT IN HARM TO, THE CITY'S FACILITIES. THE TRADITION COMMERCIAL ASSOCIATION, INC., THEIR SUCCESSORS AND/OR ASSIGNS, SHALL OWN, MAINTAIN, REPAIR AND REPLACE ANY PERMITTED IMPROVEMENTS OVER THE UTILITY EASEMENT, WHICH ARE NOT PRECLUDED BY THE FOREGOING, WHICH MAY BE DAMAGED OR DESTROYED BY THE CITY OF PORT ST. LUCIE, ITS SUCCESSORS AND/OR ASSIGNS, DESIGNEES OR CONTRACTORS IN THE OPERATION, MAINTENANCE OF, OR ACCESS TO, THE CITY'S FACILITIES. THE CITY OF PORT ST. LUCIE, ITS SUCCESSORS AND/OR ASSIGNS, SHALL HAVE THE RIGHT TO REQUIRE THE REMOVAL OF ANY IMPROVEMENTS, WHICH ARE CONSTRUCTED IN VIOLATION OF THE CONDITIONS SET FORTH ABOVE. IN THE EVENT, SUCH VIOLATING IMPROVEMENTS ARE NOT REMOVED UPON REQUEST, THEY SHALL BE SUBJECT TO REMOVAL BY THE CITY OF PORT ST. LUCIE, ITS SUCCESSORS AND/OR ASSIGNS, DESIGNEES OR CONTRACTORS WITHOUT LIABILITY OR RESPONSIBILITY THEREFORE.

5) THE 35' INGRESS AND EGRESS EASEMENT SHOWN HEREON BURDENS LOT 2, AND IS HEREBY DEDICATED FOR THE BENEFIT OF LOT 1 AS SHOWN HEREON, THEIR SUCCESSORS AND ASSIGNS FOR INGRESS AND EGRESS PURPOSES AND IS ALSO RESERVED IN FAVOR OF THE CITY OF PORT ST. LUCIE, ITS SUCCESSORS AND/OR ASSIGNS. THE CITY OF PORT SAINT LUCIE SHALL NOT BE RESPONSIBLE FOR ANY MAINTENANCE OBLIGATIONS FOR SAID INGRESS AND EGRESS EASEMENT EXCEPT AS SHALL RELATE TO THE SERVICING OF SUCH PUBLIC UTILITIES BY THE CITY OF PORT SAINT LUCIE.

IN WITNESS WHEREOF, THE ABOVE NAMED TRADITION LAND COMPANY, LLC, AN IOWA LIMITED LIABILITY COMPANY

HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS PRESIDENT, THIS ____ DAY OF ____________ 2016.

TRADITION LAND COMPANY, LLC
AN IOWA LIMITED LIABILITY COMPANY

WITNESS:

____________________ ITS PRESIDENT

SIGNATURE ____________________

PRINTED NAME ____________________

ACKNOWLEDGMENT

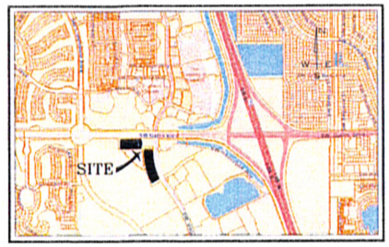
STATE OF ____________)
)SS
COUNTY OF ____________)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ___ DAY OF ______ 2016, BY ____________ THE PRESIDENT OF TRADITION LAND COMPANY, LLC, AN IOWA LIMITED LIABILITY COMPANY, ( ) WHO IS PERSONALLY KNOWN TO ME OR ( ) WHO PRODUCED ____________ AS IDENTIFICATION.

____
NOTARY SIGNATURE

____
PRINT NOTARY NAME

NOTARY PUBLIC
STATE OF ________ AT LARGE
MY COMMISSION EXPIRES



VICINITY MAP
NOT TO SCALE

ACCEPTANCE OF DEDICATION

STATE OF ____________
COUNTY OF ____________

TRADITION COMMERCIAL ASSOCIATION, INC., HEREBY:

1) ACCEPTS THE DEDICATION THE PRIVATE DRAINAGE EASEMENTS (P.D.E.) AS SET FORTH UPON THE WITHIN PLAT AND SPECIFICALLY DEDICATED TO TRADITION COMMERCIAL ASSOCIATION, INC.
2) CONSENTS TO THE PLATTING OF THE LANDS HEREIN.

DATED THIS ______ DAY OF __________ 2016.

TRADITION COMMERCIAL ASSOCATION, INC.
A FLORIDA CORPORATION

ATTEST:

____________________ ITS PRESIDENT

____________________ ITS SECRETARY

ACKNOWLEDGMENT

STATE OF ____________)
)SS
COUNTY OF ____________)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ___ DAY OF ______ 2016, BY ____________ THE PRESIDENT OF TRADITION COMMERCIAL ASSOCIATION, INC., ( ) WHO IS PERSONALLY KNOWN TO ME OR ( ) WHO PRODUCED ____________ AS IDENTIFICATION.

____
NOTARY SIGNATURE

____
PRINT NOTARY NAME

NOTARY PUBLIC
STATE OF ________ AT LARGE
MY COMMISSION EXPIRES

SEAL   SURVEYOR   SEAL   SEAL

APPROVAL OF CITY COUNCIL

STATE OF FLORIDA
COUNTY OF ST. LUCIE, CITY OF PORT ST. LUCIE

IT IS HEREBY CERTIFIED THAT THIS PLAT OF "SOUTHERN GROVE PLAT NO. 17", HAS BEEN OFFICIALLY APPROVED, INCLUDING THE RELEASE OF ALL PRIOR DEDICATIONS THAT WOULD APPLY TO THE LANDS SHOWN HEREON (AS SHOWN ON SOUTHERN GROVE PLAT NO. 11) FOR RECORD BY THE CITY COUNCIL OF THE

CITY OF PORT ST. LUCIE, FLORIDA THIS ______ DAY OF __________ 2016.

ATTEST:

CITY OF PORT ST. LUCIE

____
KAREN A. PHILLIPS, CITY CLERK

____
GREGORY J. ORAVEC, MAYOR

CITY OF PORT ST. LUCIE

CLERK'S RECORDING CERTIFICATE

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I, JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT OF ST. LUCIE COUNTY, FLORIDA, DO HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF THE LAWS OF FLORIDA PERTAINING TO MAPS AND PLATS AND THAT THIS PLAT HAS BEEN FILED FOR RECORD IN PLAT BOOK

______ PAGE(S) ____________ OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

THIS ________ DAY OF __________ 2016.

____
JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT
ST. LUCIE COUNTY, FLORIDA

CLERK OF THE COURT

TITLE CERTIFICATION

STATE OF ______)
) SS
COUNTY OF ______)

THE UNDERSIGNED, STEPHEN W. SNIVELY, A PARTNER WITH HOLLAND & KNIGHT, LLP, AN ATTORNEY LICENSED TO PRACTICE IN FLORIDA, DOES HEREBY OPINE THAT, BASED ON FIDELITY NATIONAL TITLE INSURANCE COMPANY PLAT CERTIFICATION REPORT DATED EFFECTIVE APRIL 20, 2016 AT 11:00 PM, (A) THE RECORD TITLE TO THE LAND AS DESCRIBED AND SHOWN ON THIS SOUTHERN GROVE PLAT NO. 17, IS IN THE NAME OF TRADITION LAND COMPANY, LLC, AN IOWA LIMITED LIABILITY COMPANY, THE ENTITY EXECUTING THE DEDICATION, AND (B) THERE ARE NO MORTGAGES NOT SATISFIED OR RELEASED OF RECORD NOR OTHERWISE TERMINATED BY LAW.

DATED, THE _____ DAY OF ____________, 2016.

BY: ____________________
STEPHEN W. SNIVELY

SURVEYORS NOTES

1. THE SOUTH LINE OF TRADITION PARKWAY, TRADITION PLAT NO. 6, RECORDED IN PLAT BOOK 42, AT PAGE 5, PUBLIC RECORDS, OF ST. LUCIE COUNTY, FLORIDA, BEARS SOUTH 89°57'05" WEST, AND ALL OTHER BEARINGS ARE RELATIVE THERETO.
2. NO BUILDINGS OR ANY KIND OF OBSTRUCTION SHALL BE PLACED ON UTILITY OR DRAINAGE EASEMENTS.
3. ALL LINES INTERSECTING CIRCULAR CURVES ARE RADIAL UNLESS OTHERWISE NOTED.
4. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT.
5. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.
6. LOT CORNERS AND PERMANENT REFERENCE MONUMENTS HAVE BEEN SET AT POINT OF INTERSECTIONS AND/OR CHANGE IN DIRECTION AS REQUIRED BY CHAPTER 177.
7. THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO CHAPTER 177, PART I FLORIDA STATUTES BY A PROFESSIONAL SURVEYOR AND MAPPER EMPLOYED BY OR UNDER CONTRACT WITH THE CITY OF PORT ST. LUCIE.

CERTIFICATE OF SURVEYOR AND MAPPER

I, MICHAEL T. OWEN, HEREBY CERTIFY THAT SOUTHERN GROVE PLAT NO. 17, AS SHOWN HEREON, IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, THAT SAID SURVEY COMPLIES WITH CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE AND IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT PERMANENT REFERENCE MONUMENTS (P.R.M.'S) AND MONUMENTS ACCORDING TO SECTION 177.091 FLORIDA STATUTES, WILL BE PLACED AS REQUIRED BY LAW, AND THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177 OF THE FLORIDA STATUTES, AS AMENDED, AND ORDINANCES OF THE CITY OF PORT ST. LUCIE, FLORIDA.

BY: ____________________ DATE: ____________________
MICHAEL T. OWEN
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO. 5556

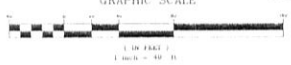
PREPARED BY MICHAEL T. OWEN
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER No. 5556

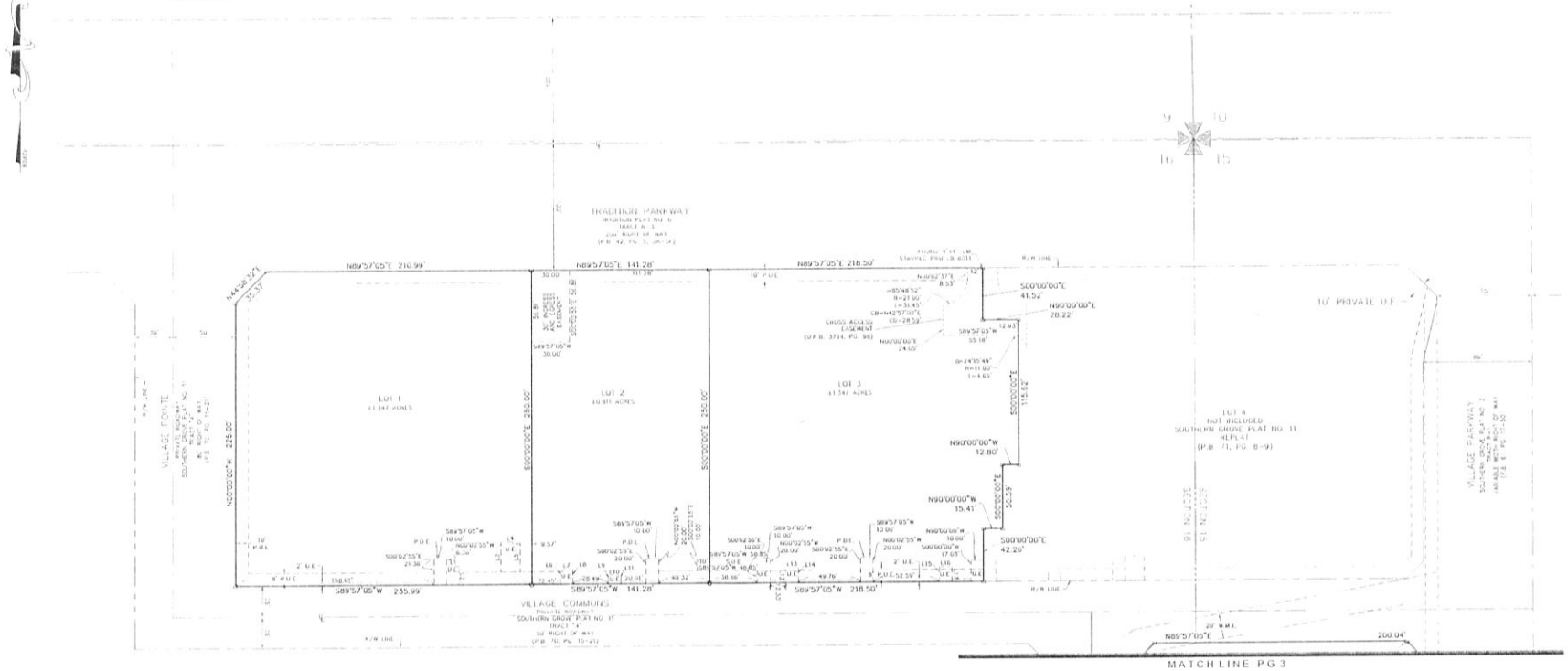
EDC
ENGINEERING DESIGN
& CONSTRUCTION, INC.
1934 TUCKER COURT
FT. PIERCE, FL 34950
phone: 772-462-2455
fax: 772-462-2454
CERTIFICATE OF AUTHORIZATION NUMBER LB 6696

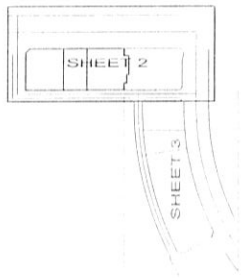
SOUTHERN GROVE PLAT NO. 17

A REPLAT OF LOTS 1 & 2 AND TRACT 3, SOUTHERN GROVE PLAT NO. 11, RECORDED IN PLAT BOOK 70, PAGES 15 THROUGH 21, AND A REPLAT OF LOT 3, SOUTHERN GROVE PLAT NO. 11 REPLAT, RECORDED IN PLAT BOOK 71, PAGES 8 & 9, ALL OF THE PUBLIC RECORDS, OF ST. LUCIE COUNTY, FLORIDA, LYING IN SECTIONS 15 & 16, TOWNSHIP 37 SOUTH, RANGE 39 EAST, CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA

GRAPHIC SCALE







KEY SHEET
NOT TO SCALE

LINE TABLE

LINE	BEARING	DISTANCE
L1	N89°57'05"E	10.00'
L2	S00°02'55"E	15.00'
L3	N89°57'05"E	24.08'
L4	S89°26'24"E	15.00'
L5	N89°57'05"E	24.19'
L6	S00°02'55"E	14.00'
L7	N89°57'05"E	10.00'
L8	S00°02'55"E	12.00'
L9	S89°57'05"W	8.71'
L10	S00°02'55"E	14.00'
L11	S89°57'05"W	10.00'
L12	N00°00'00"E	8.71'
L13	S89°57'05"W	14.00'
L14	N00°00'00"E	32.00'
L15	S00°02'55"E	14.00'
L16	S00°02'55"E	14.00'
L17	S89°57'05"W	10.00'
L18	S00°02'55"E	12.00'

LEGEND

L.B.	LICENSED BUSINESS
LBPM	SET PERMANENT REFERENCE MONUMENT STAMPED LB 6068
○ PRM	SET 5/8" IRON ROD & CAP STAMPED LB 6068
C.M.	CONCRETE MONUMENT
I.R.	IRON ROD
O.R.B.	OFFICIAL RECORDS BOOK
P.B.	PLAT BOOK
PG.	PAGE
Δ	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
CD	CHORD DISTANCE
R/W	RIGHT OF WAY
P.U.E.	PUBLIC UTILITY EASEMENT
P.D.E.	PRIVATE DRAINAGE EASEMENT
U.E.	UTILITY EASEMENT
℄	CENTERLINE
N.R.	NON RADIAL

E D C | ENGINEERING DESIGN & CONSTRUCTION, INC.
1934 TUCKER COURT
FT. PIERCE, FL 34950
phone: 772-462-2455
fax: 772-462-2454

SOUTHERN GROVE PLAT NO. 17

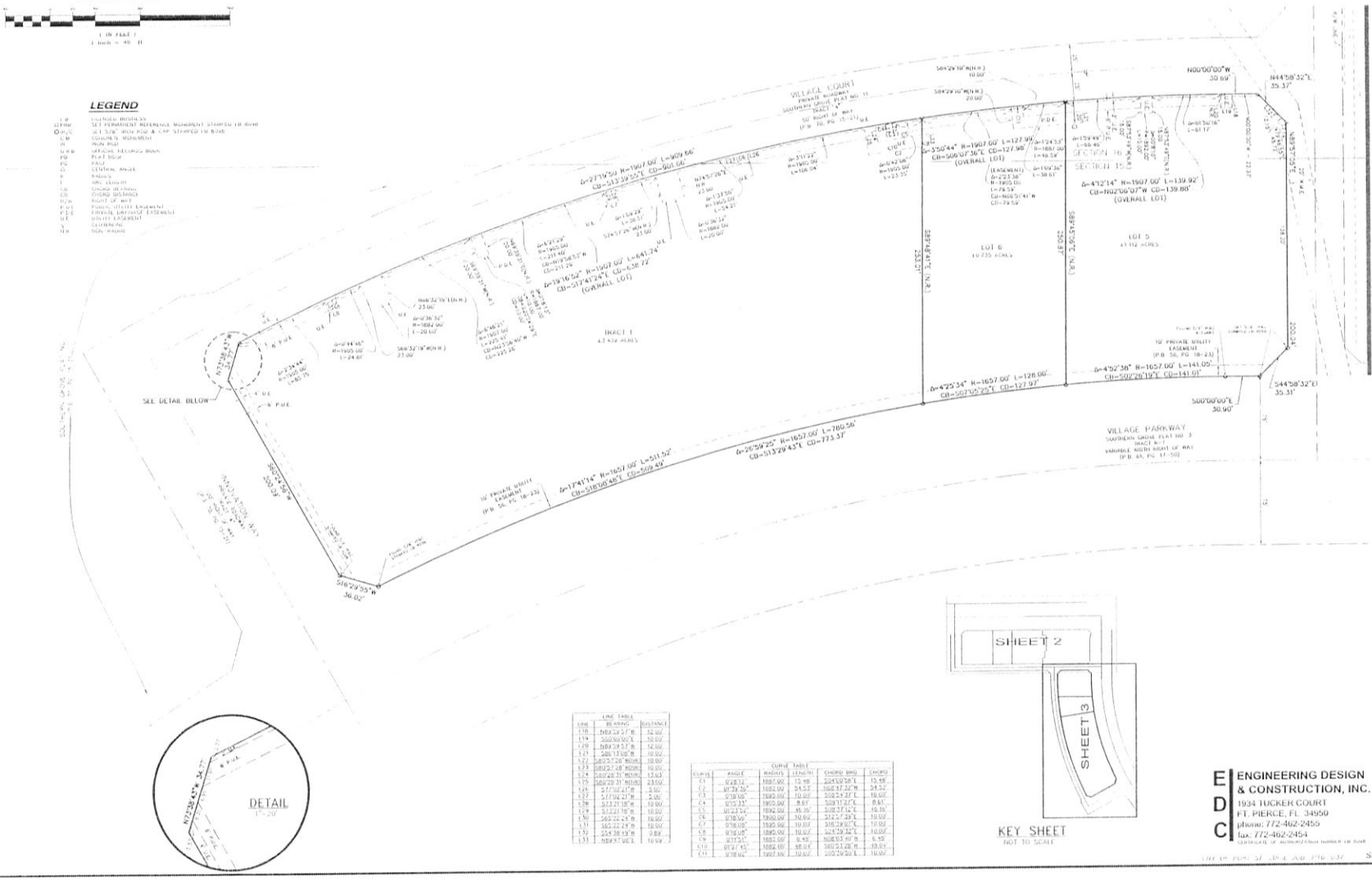
A REPLAT OF LOTS 1 & 2 AND TRACT 3, SOUTHERN GROVE PLAT NO. 11, RECORDED IN PLAT BOOK 70, PAGES 15 THROUGH 21, AND A REPLAT OF LOT 3, SOUTHERN GROVE PLAT NO. 11 REPLAT, RECORDED IN PLAT BOOK 71, PAGES 8 & 9, ALL OF THE PUBLIC RECORDS, OF ST. LUCIE COUNTY, FLORIDA, LYING IN SECTIONS 15 & 16, TOWNSHIP 37 SOUTH, RANGE 39 EAST, CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA

GRAPHIC SCALE

(IN FEET)
1 inch = 40 ft

LEGEND

LB	LICENSED BUSINESS
(SPRM)	SET PERMANENT REFERENCE MONUMENT STAMPED LB 6598
⊙ P/C	SET 5/8" IRON ROD & CAP STAMPED LB 6598
CM	CONCRETE MONUMENT
IR	IRON ROD
OR B	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PG	PAGE
Δ	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
CD	CHORD DISTANCE
R/W	RIGHT OF WAY
P U E	PUBLIC UTILITY EASEMENT
P D E	PRIVATE DRAINAGE EASEMENT
U E	UTILITY EASEMENT
℄	CENTERLINE
N R	NON RADIAL



LINE TABLE		
LINE	BEARING	DISTANCE
L18	N89°34'27"W	32.00'
L19	S00°00'00"E	10.00'
L20	N89°34'27"W	32.00'
L23	S89°13'08"W	10.00'
L72	S89°57'28"W(R&M)	10.00'
L73	S89°57'28"W(R&M)	10.00'
L74	S60°29'31"W(R&M)	13.43'
L75	S60°29'31"W(R&M)	23.56'
L26	S77°02'21"E	5.00'
L27	S77°02'21"E	5.00'
L28	S13°21'18"W	10.00'
L29	S13°21'18"W	10.00'
L30	S62°22'24"E	10.00'
L31	S62°22'24"E	10.00'
L32	S54°39'49"W	9.84'
L33	N89°47'06"E	10.59'

CURVE TABLE					
CURVE	ANGLE	RADIUS	LENGTH	CHORD BRG	CHORD
C1	0°28'12"	1697.00'	13.98'	S84°09'58"E	13.98'
C2	0°19'26"	1692.00'	9.57'	N89°47'36"W	9.57'
C3	0°18'05"	1693.00'	10.00'	S08°24'37"E	10.00'
C4	0°03'33"	1905.00'	1.97'	S09°12'22"E	1.97'
C5	0°13'54"	1692.00'	45.15'	S08°37'15"E	45.15'
C6	0°18'06"	1908.00'	10.00'	S12°57'29"E	10.00'
C7	0°18'05"	1693.00'	10.00'	S16°39'07"E	10.00'
C8	0°18'05"	1895.00'	10.00'	S24°29'32"E	10.00'
C9	0°21'51"	1692.00'	9.65'	N08°03'49"E	9.65'
C10	0°12'45"	1692.00'	35.01'	N07°51'28"E	35.01'
C11	0°18'02"	1907.00'	10.00'	S05°29'50"E	10.00'

KEY SHEET
NOT TO SCALE

EDC
ENGINEERING DESIGN & CONSTRUCTION, INC.
1934 TUCKER COURT
FT. PIERCE, FL 34950
phone: 772-462-2455
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CERTIFICATE OF AUTHORIZATION NUMBER LB 6598

CITY OF PORT ST. LUCIE ADD. PLAT 037

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 11C
Meeting Date: 5/23/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager JB

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

Agenda Item: Resolution: To approve participation in the Florida Cooperative Liquid Assets Securities System (FLCLASS) Local Government Investment Pool 16-R34

Submittal Date: 5/13/2016

STRATEGIC PLAN LINK: Goal 1 - Financially Sound City, High Performance City Organization.

BACKGROUND: The City's Investment Policy authorizes a number of investment alternatives including local government investment pools organized under Chapter 163, Part I, Florida Statutes. Although a local government investment pool is already an approved vehicle, this resolution is to approve a specific provider of a local government investment pool, the Florida Cooperative Liquid Assets Securities System (FLCLASS). FLCLASS is comprised of 24 county and municipal participants and currently manages over half a billion dollars in assets. FLCLASS is supervised by a Board of Trustees comprised of representatives from the local government participants in the program. FLCLASS is rated AAAm by Standard & Poor's Rating Services.

The City's Investment Policy includes the goal of maintaining no more than 20% of its investments in any one institution. Consolidation risk is mitigated by utilizing this diversification strategy. The City currently has 7 money market institutions available to use with rates varying from 0.20% to 0.50%. FLCLASS would provide a liquid funds option that is currently slightly above those rates (as of April 14, 2016, FLCLASS' average 30-day yield was 0.59%).

ANALYSIS: As property taxes are remitted to the City, they are invested in short term or liquid accounts for disbursement over the next 6 to 9 months. FLCLASS would provide an additional investment option at a favorable rate. In order for the Finance Department to take advantage of this governmental investment pool, City Council needs to approve the attached resolution.

FINANCIAL INFORMATION: There is no cost to the City to participate in the FLCLASS investment pool and participation will result in increased interest earnings.

LEGAL INFORMATION: The Resolution and Interlocal Agreement have been approved as to form and legal sufficiency by Kristen Erickson for and thru Azlina Goldstein Siegel, Interim City Attorney.

STAFF RECOMMENDATION: Staff recommends approval of the Resolution authorizing the City of Port St. Lucie to become a participant in the FLCLASS.

SPECIAL CONSIDERATION: n/a

PRESENTATION INFORMATION: The Finance Director / City Treasurer will make a brief presentation.

REQUESTED MEETING DATE: 5/23/2016

LOCATION OF PROJECT: n/a

ATTACHMENTS: Resolution, Interlocal Agreement, Participant List, and Information Statement.

RECEIVED
MAY 13 2016
CITY MANAGER'S OFFICE

RESOLUTION 16-R34

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA. AUTHORIZING THE CITY MANAGER AND HIS STAFF TO ENTER INTO AND EXECUTE AN INTERLOCAL AGREEMENT WITH OTHER GOVERNMENTAL PARTICIPANTS FOR THE PURPOSE OF EXERCISING INVESTMENT POWER JOINTLY TO INVEST FUNDS IN CONCERT WITH OTHER PARTICIPANTS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Port St. Lucie, Florida is permitted and has the power pursuant to the provisions of the Florida Statutes, including but not limited to Section 218.415 of the Florida Statutes, and its own local laws to invest certain of its funds in statutorily permitted investments, including but not limited to any intergovernmental investment pool authorized pursuant to Section 163.01, Florida Statutes, as amended (the **"Florida Interlocal Cooperation Act"**); and

WHEREAS, Sec. 163.01, Fla. Stat., authorizes a political subdivision, agency, or officer of the State of Florida, including but not limited to state government, county, city, school district, single and multipurpose special district, single and multi-purpose public authority, metropolitan or consolidated government, a separate legal entity or administrative entity created under subsection (7) of Section 163.01, Fla. Stat., or an independently elected county officer (each of the foregoing a "Local Government Entity" or "Entity"), to exercise jointly with any other Entity any power, privilege, or authority which such Entities share in common and which each might exercise separately;

WHEREAS, the Florida Interlocal Cooperation Act authorizes City of Port St. Lucie, Florida, together with other local governmental entities, to exercise jointly any power, privilege or authority which the local governmental entities share in common and which each might exercise separately pursuant to a written interlocal agreement; and

WHEREAS, Palm Beach County, Pinellas County, and Orange County Tax Collector, as initial Participants (as such term is defined in the Interlocal Agreement described below), entered into that certain Interlocal Agreement, a copy of which is attached hereto as Exhibit A (the **"Interlocal Agreement"**), the purpose of which is to provide City of Port St. Lucie, Florida and each Participant which has executed or otherwise joined the Interlocal Agreement, a substantial benefit by establishing the intergovernmental investment pool to be known as the Florida Cooperative Liquid Assets Securities System (**"FLCLASS"**), which is an intergovernmental investment pool as described in Section 218.415, Florida Statutes, as amended, in order to exercise such investment power jointly and invest such funds in concert with the other Participants

pursuant to the Interlocal Agreement as authorized by the Florida Interlocal Cooperation Act in order to take advantage of economies of scale and perform governmental functions more efficiently; and

WHEREAS, the City of Port St. Lucie, Florida desires to join the Interlocal Agreement as a Participant, in order to exercise investment power jointly and invest funds in concert with the other Participants pursuant to the Interlocal Agreement in order to take advantage of economies of scale and perform governmental functions more efficiently; and

WHEREAS, the policy of the Interlocal Agreement shall be to place the highest priority on the safety of principal and liquidity of funds, and the optimization of investment returns shall be secondary to the requirements for safety and liquidity;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Port St. Lucie, Florida as follows:

SECTION 1. The Interlocal Agreement executed or otherwise joined by the Participants thereto, a copy of which is attached to this Resolution as Exhibit A and incorporated herein by reference.

SECTION 2. Pursuant to Section 2.4 of the Interlocal Agreement, the City of Port St. Lucie, Florida hereby joins the Interlocal Agreement as a Participant and agrees to be bound by all of the terms and provisions thereof.

BE IT FURTHER RESOLVED that this Resolution becomes effective immediately upon its adoption.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this 23rd day of May, 2016.

RESOLUTION 16-R34

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

This instrument was prepared by or under the supervision of (and after recording should be returned to):

Michael L. Watkins, Esq.
Greenberg Traurig, P.A.
450 South Orange Avenue, Suite 650
Orlando, Florida 32801

INTERLOCAL AGREEMENT

of the Intergovernmental Investment Pool known as
Florida Cooperative Liquid Assets Securities System ("**FLCLASS**")

Dated as of April 1, 2015

by and among

the parties that have
entered into this Interlocal Agreement

THE INTERGOVERNMENTAL INVESTMENT POOL ESTABLISHED, CREATED AND AUTHORIZED BY THIS INTERLOCAL AGREEMENT IS AN AUTHORIZED INVESTMENT UNDER SECTION 218.415, FLORIDA STATUTES, AS AN INTERGOVERNMENTAL INVESTMENT POOL AUTHORIZED PURSUANT TO THE FLORIDA INTERLOCAL COOPERATION ACT OF 1969.

THIS INTERLOCAL AGREEMENT DOES NOT MEET THE DEFINITION OF A QUALIFIED PUBLIC DEPOSITORY AS DESCRIBED IN CHAPTER 280, FLORIDA STATUTES.

TABLE OF CONTENTS

Page

ARTICLE I
DEFINITIONS

ARTICLE II
PARTICIPANTS

2.1 Authorized Representatives 6
2.2 Investments 6
2.3 Payments 6
2.4 Additional Participants after Initial Execution 7
2.5 Participant Right to Initiate a Vote to Require Board Action 7
2.6 Termination of Participation 8
2.7 Receipt of Statements and Reports; Requests 8
2.8 Responsibility for Authorized Representatives 8

ARTICLE III
BOARD

3.1 Establishment of Board; Initial Board 9
3.2 General Powers 9
3.3 Investment and Management; The Investment Program 9
3.4 Title to Investments; Rights as Holders of Investment Property 10
3.5 Payment of Expenses 10
3.6 Power to Contract, Appoint, Retain and Employ 11
3.7 Insurance 11
3.8 Borrowing and Indebtedness 11
3.9 Remedies 11
3.10 Information Statement 11
3.11 Contracting with Affiliates 12
3.12 Further Powers 12
3.13 Intellectual Property 12
3.14 No Liability 12

ARTICLE IV
TRUSTEES

4.1 Number and Qualification 13
4.2 Term of Office 13
4.3 Appointment of Trustees 13
4.4 Resignation of Trustees 13
4.5 Removal and Vacancies 14
4.6 Meetings 14
4.7 Bylaws 15
4.8 Officers 15

4.9 Conflicts of Interest 15
4.10 Standard of Care 15
4.11 Liability 15
4.12 Indemnification 17
4.13 Legal Title to Investment Property 17
4.14 Reliance on Experts 17

ARTICLE V
ADMINISTRATOR AND TRUST COUNSEL

5.1 Appointment; General Provisions 18
5.2 Duties of the Administrator 18
5.3 Duties of the Trust Counsel 19
5.4 Investment Activities and Powers 19
5.5 Monthly Statements 20
5.6 Reports 20
5.7 Daily Calculation of Program Value and Rate of Return 20
5.8 Administration of FLCLASS 21
5.9 Special Sub-Accounts 22

ARTICLE VI
THE CUSTODIAN

6.1 Qualifications 22
6.2 Successors 22
6.3. Prohibited Transactions 23
6.4. Appointment; Sub-Custodians 23
6.5 Powers 23
6.6 Custodial Relationship; Custodian Records 25

ARTICLE VII
FLCLASS COSTS AND EXPENSES

7.1 Expenses 25
7.2 Payment of Expenses 25

ARTICLE VIII
REPRENSATIONS AND WARRANTIES

8.1 Representations and Warranties of Each Participant 26

ARTICLE IX
COVENANTS

9.1 Source of Investments 26
9.2 Truth of Representations and Warranties 27

ARTICLE X
AMENDMENT AND TERMINATION

10.1 Amendment 27
10.2 Termination 27

ARTICLE XI
MISCELLANEOUS

11.1 Governing Law 28
11.2 Severability 28
11.3 Counterparts 28
11.4 No Assignment 29
11.5 Gender; Section Headings and Table of Contents 29
11.6 No Partnership 29
11.7 Notice 29
11.8 Confidentiality 30
11.9 Entire Agreement 30
11.10 Disputes 30
11.11 Writings 30
11.12 Effective Date 31

This **INTERLOCAL AGREEMENT** dated as of April 1, 2015 (this "**Interlocal Agreement**") constitutes an interlocal cooperation agreement by and among the Florida public agencies (as described in Section 163.01, Florida Statutes, as amended) that have executed this Interlocal Agreement or that have or will execute counterparts of this Interlocal Agreement or Participation Certificates pursuant to Section 2.4 hereof (the "**Participants**").

RECITALS:

WHEREAS, each Participant is permitted and has the power pursuant to the provisions of the Florida Statutes, as amended, including but not limited to Section 218.415 of the Florida Statutes, and its own local laws to invest certain of its funds in statutorily permitted investments, including but not limited to any intergovernmental investment pool authorized pursuant to Section 163.01, Florida Statutes, as amended (the "**Florida Interlocal Cooperation Act**"); and

WHEREAS, the Florida Interlocal Cooperation Act authorizes the Participants to exercise jointly any power, privilege or authority which the Participants share in common and which each might exercise separately pursuant to a written interlocal agreement; and

WHEREAS, the purpose of this Interlocal Agreement is, and each Participant will receive a substantial benefit by agreeing, to establish the Intergovernmental Investment Pool to be known as the Florida Cooperative Liquid Assets Securities System ("**FLCLASS**"), which shall be an intergovernmental investment pool as described in Section 218.415, Florida Statutes, as amended, and an instrumentality of the Participants, in order to exercise such investment power jointly and invest such funds in concert with the other Participants pursuant to an interlocal agreement as authorized by the Florida Interlocal Cooperation Act in order to take advantage of economies of scale and perform governmental functions more efficiently; and

WHEREAS, the Participants desire to enter into an interlocal agreement and this Interlocal Agreement shall set forth the terms for such FLCLASS as set forth in the Florida Interlocal Cooperation Act; and

WHEREAS, the joint exercise of such power to invest will be benefited and made more efficient if all investments acquired pursuant to this Interlocal Agreement are held by one entity, the Custodian (as defined below), which will hold such investments for the benefit of the Participants; and

WHEREAS, the joint exercise of such power to invest will be benefited and made more efficient if the advisory, record-keeping and other administrative functions, including the management and transmittal of investment instructions, are performed by one entity, the Administrator (defined below); and

WHEREAS, the policy of this Interlocal Agreement shall be to place the highest priority on the safety of principal and liquidity of funds, and the optimization of investment returns shall be secondary to the requirements for safety and liquidity;

WHEREAS, it is in the best interests of the Participants for each Participant to appoint an Authorized Representative to conduct certain transactions hereunder; and

WHEREAS, a Board shall be created by this Interlocal Agreement in accordance with the laws of the State of Florida as a separate interlocal governmental entity, and shall supervise the administration of FLCLASS as set forth in this Interlocal Agreement; and

WHEREAS, the Board created hereunder shall be self-perpetuating;

NOW, THEREFORE, in consideration of the premises and the representations, warranties, covenants and agreements contained herein, each party hereto agrees as follows:

ARTICLE I
DEFINITIONS

In addition to the capitalized terms defined elsewhere in this Interlocal Agreement, the following terms shall have the following meanings.

"**Account**" or "**Accounts**" shall have the meaning set forth in Section 6.5(a) hereof.

"**Administrator**" means Public Trust Advisors, LLC, or any Person or Persons appointed, employed or contracted with by the Board pursuant to Article V hereof.

"**Administrator Agreement**" means the agreement by and between the Administrator and the Board, acting on behalf of the Participants described in Section 5.1(b) hereof.

"**Affiliate**" means, with respect to any Person, another Person directly or indirectly in control of, controlled by or under common control with such Person, or any officer, director, partner or employee of such Person.

"**Applicable Law**" means Chapter 163, Chapter 125, Chapter 166, Chapter 218, Chapter 627 and Chapter 1001 of the Florida Statutes, as amended; Section 4, Article IX of the Constitution of Florida; and other applicable provisions of Florida law.

"**Authorized Representative**" means the person authorized to invest the funds of a Participant pursuant to Florida law who has been appointed in accordance with Section 2.1 hereof.

"**Balance**" for each Participant means an amount initially equal to zero that is adjusted pursuant to Article II hereof to reflect, among other things, cash investments by such Participant, cash payments to such Participant, investment results and expenses and fees incurred pursuant to this Interlocal Agreement.

"**Board**" means the board of the Trustees, created by this Interlocal Agreement as a separate interlocal governmental entity, and established pursuant to Article III hereof.

"**Business Day**" means a day on which banks are not required or authorized by law to close in Florida.

"**Bylaws**" means those bylaws as described in Section 4.7 hereof.

"**Conflicting Provisions**" shall have the meaning set forth in Section 11.2 hereof.

"**Custodian**" means any Person or Persons appointed and employed by the Board pursuant to Section 6.1 hereof.

"**Custodian Subaccount**" shall mean a sub-account created by a Participant pursuant to Section 5.9 hereof.

"**Custody Agreement**" means the agreement by and between the Board and a custodial bank or Trust Company as described in Article VI hereof.

"**Effective Date**" means the first date that execution copies of this Interlocal Agreement have been executed by the initial two Participants, and this Interlocal Agreement has been filed with the clerk of the circuit court of each county where each initial Participant is located as provided in the Florida Interlocal Cooperation Act.

"**FLCLASS**" or the "**Trust**" means the Florida Cooperative Liquid Assets Securities System, which is an intergovernmental investment pool as described in Section 218.415, Florida Statutes, as amended, and an instrumentality of the Participants, managed by the Board, and which consists of all Investment Property held by the Custodian in trust for the benefit of the Participants.

"**Initial Trustees**" shall have the meaning set forth in Section 3.1(a) hereof.

"**Interlocal Agreement**" means this Interlocal Agreement dated as of April 1, 2015 constituting an interlocal agreement by and among the initial Participants.

"**Investment Advisor**" means the entity serving as investment advisor to FLCLASS, which may be the Administrator or an affiliate thereof.

"**Investment Funds**" means immediately available funds delivered by each Participant to the Custodian for investment pursuant to this Interlocal Agreement but only if: (i) the Authorized Representative appointed by such Participant is authorized pursuant to the laws of the State of Florida to invest such funds and (ii) the Participant has taken all actions necessary pursuant to the laws of the State of Florida or other applicable local law to authorize the delivery and investment of such funds.

"**Investment Policy**" means the investment policy established by the Board with respect to the Investment Property in accordance with this Interlocal Agreement.

"**Investment Procedures**" means the procedures for participants to make investments set forth in Exhibit A attached hereto, as the same may be amended from time to time (notwithstanding Section 10.1(a) hereof) by the Administrator, with the consent of the Board or its Designee.

"**Investment Property**" means any and all securities and cash which is held in one of the Accounts and all proceeds, income, profits and gains therefrom that have not been paid to a Participant pursuant to Section 2.2 hereof, used to discharge an Investment Property Liability or

offset by losses, if any, and expenses. Investment Property shall not include securities purchased in anticipation of the delivery of funds by a Participant when such funds are not actually received by the Custodian by the anticipated delivery date, and any such securities so purchased may be immediately sold and the proceeds used to pay any Person that did in fact provide monies to purchase such securities.

"**Investment Property Liability**" means any liability (whether known, unknown, actual, contingent or otherwise) incurred in connection with the Investment Property pursuant to this Interlocal Agreement that is not specified in Section 7.1 hereof as being paid by the Administrator or specified in this Interlocal Agreement as being paid directly by a Participant.

"**Investment Property Value**" means the value of the Investment Property as determined pursuant to the Valuation Procedures net of the amount of the Investment Property Liabilities.

"**Meeting of the Board**" means a duly called meeting of the Board.

"**Participants**" means a Unit of Local Government that has or will execute counterparts of this Interlocal Agreement or Participation Certificates pursuant to Section 2.4 hereof.

"**Participation Certificate**" means a resolution of the governing body of a Participant or an instrument of adoption for individual Participants authorizing the entry into this Interlocal Agreement pursuant to Section 2.4 hereof substantially in the form of the documents attached hereto as Exhibit D, or any similar certification regarding authorization to join this Interlocal Agreement, with such modifications as may be applicable to the particular Unit of Local Government.

"**Payment Procedures**" means the procedures for participants to request payments out of the Investment Property set forth in Exhibit B attached hereto, as the same may be amended from time to time (notwithstanding Section 10.1(a) hereof) by the Administrator, with the consent of the Board or its Designee.

"**Permitted Investments**" means those investments defined as such in the Investment Policy established by the Board.

"**Person**" means any county, municipal corporation, national association, district, corporation, limited liability company, limited liability partnership, natural person, firm, joint venture, partnership, trust, unincorporated organization, group, government, or any political subdivision, department, board, commission, instrumentality or agency of any governmental entity.

"**PRIME Fund**" means the designation given by Participants delivering Investment Funds for investment to indicate that such Investment Funds are to be invested in accordance with the Investment Policy.

"**Trust Counsel**" shall mean the attorney or firm of attorneys, experienced in matter of local government law and duly admitted to practice law in the State of Florida, as may be engaged or employed by the Board.

"**Trustee**" means each of the persons selected pursuant to Article III and Article IV hereof to serve on the Board.

"**Unit of Local Government**" means any governmental entity within the State of Florida and shall include, but not be limited to, the following and the officers thereof: any state agency, county, municipality, school district, special district, clerk of the circuit court, sheriff, property appraiser, tax collector, supervisor of elections, authority, board, public corporations, quasi-public authorities or any other political subdivision of the state.

"**Valuation Procedures**" means the procedures for determining the value of the Investment Property set forth in Exhibit C attached hereto, as the same may be amended from time to time (notwithstanding Section 10.1(a) hereof) by the Administrator, with the consent of the Board or its Designee.

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ARTICLE II
PARTICIPANTS

2.1 Authorized Representatives.

Each Participant shall select an Authorized Representative to represent its interests and act on its behalf under this Interlocal Agreement.

2.2 Investments.

(a) Each Participant shall have the right from time to time to invest Investment Funds for credit to such Participant's Balance in FLCLASS. A Participant that wishes to make such an investment shall notify the Administrator and follow the Investment Procedures. All Investment Funds will be deemed to be designated PRIME Fund. Investment Funds so designated shall be invested pursuant to the Investment Policy established by the Board. Upon such investment in accordance with the Investment Procedures, the Participant shall have an undivided interest in the Investment Property.

(b) The Balance of a Participant shall be increased upon the investment of Investment Funds by such Participant by an amount equal to the amount of such Investment Funds.

(c) No later than the end of each Business Day, the Custodian shall deliver a confirmation with respect to the transaction activity for the Accounts for the prior Business Day to the Administrator. The Administrator shall retain the confirmation in its records.

(d) Any funds that the Administrator is informed do not meet the conditions set forth in clauses (i) or (ii) of the definition of Investment Funds shall be returned to the Participant investing such funds by the Custodian at the request of the Administrator and such Participant shall bear all of the costs and liabilities associated with the return of such funds.

(e) There is no maximum or minimum amount that must be invested in FLCLASS pursuant to this Interlocal Agreement nor is there any maximum or minimum limitations on the aggregate amount of Investment Funds that any Participant may have invested at any one time with FLCLASS.

2.3 Payments.

(a) Each Participant shall have the right from time to time to request, in accordance with the Payment Procedures, that the Administrator notify the Custodian to pay to the Participant, or on its behalf, any amount (rounded to the nearest whole cent) that is less than or equal to the Participant's Balance at the time that payment is made pursuant to such request. Except as provided in the Payment Procedures, there shall be no limitation on the period of time that Investment Funds must be invested pursuant to this Interlocal Agreement prior to such payment.

(b) Upon the receipt of any payment request, the Administrator shall notify the Custodian, in writing or orally to be followed by written confirmation, of the payment request

from the Participant, and the requested amount (rounded to the nearest whole cent) shall be paid by the Custodian to, or on behalf of, such Participant, as provided in Exhibit B.

(c) Whenever any payment is made to, or on behalf of, any Participant pursuant to Section 2.3(b) hereof, such Participant's Balance shall be reduced by the Administrator by the amount of such payment.

(d) Each Participant agrees that, without prior notice, the right to withdrawals may be temporarily suspended or postponed for the whole or any part of any period (i) during which trading in securities generally on the New York Stock Exchange or the American Stock Exchange or over-the-counter market shall have been suspended or minimum prices or maximum daily charges shall have been established on such exchange or market, (ii) a general banking moratorium shall have been declared by federal, State or the State of New York authorities or (iii) there shall have occurred any outbreak, or material escalation, of hostilities, or other calamity or crisis, the effect of which on the financial markets of the United States is such as to make it impracticable (a) to dispose of the Investment Property because of the substantial losses which might be incurred or (b) to determine the Investment Property Value in accordance with the Valuation Procedures set forth in Exhibit C. The Administrator shall determine, on behalf of the Board, when an event occurs which, under this Section entitles the Custodian to temporarily suspend or postpone a Participant's right to withdrawals, and shall immediately notify the Custodian and each Participant by facsimile, email, mail or telephone of such determination. Such a suspension or postponement shall not itself directly alter or affect a Participant's Balance. Such a suspension or postponement shall take effect at such time as is determined by the Administrator, and thereafter there shall be no right to request or receive payment until the first to occur of: (a) in the case of (i) or (ii) above, the time at which the Administrator declares the suspension or postponement at an end, which declaration shall occur on the first day on which the period specified in the clause (i) or (ii) above shall have expired; and (b) in the case of (iii) above, the first day on which the period specified in clause (iii) above is no longer continuing. Any Participant that requested a payment prior to any suspension or postponement of payment may withdraw its request at any time prior to the termination of the suspension or postponement.

2.4 Additional Participants After Initial Execution.

Any Person who meets the definition of a Participant that wishes to become a Participant after the Effective Date may do so by executing a counterpart to this Interlocal Agreement or a Participation Certificate substantially in the form attached hereto as Exhibit D (with such modifications as may be applicable to the particular governmental entity) or other writing deemed acceptable by the Administrator, and delivering the counterpart or the original executed Participation Certificate to the Administrator. Any entity that becomes a Participant pursuant to this Section 2.4 shall have the same rights and obligations hereunder as the other Participants.

2.5 Participant Right to Initiate a Vote to Require Board Action.

The Participants shall, by an instrument or concurrent instruments in writing delivered to the Board signed by the lesser of 25 or ten percent (10%) of the Participants, have the right to require a vote by the Board related to questions or consideration of such other matters as

determined by such Participants. Within 90 days of receipt of such instrument or instruments, or the following Board meeting, whichever occurs sooner, the Board shall be required to address the matters identified within the instrument or instruments, and be required to take action on the matter.

2.6 Termination of Participation.

(a) Any Participant may withdraw from this Interlocal Agreement at any time upon written notice to the Administrator and the withdrawal shall be noted to the Board in the Administrator's next report. Upon its withdrawal from this Interlocal Agreement, a Participant shall cease to have any rights or obligations under this Interlocal Agreement except for any obligations arising on or before the date of withdrawal and the rights to withdraw the Participant's Balance. A notice of withdrawal shall be deemed to constitute a request under the Payment Procedures that an amount equal to the requesting Participant's entire Balance as of the date of such notice be paid to such Participant. No withdrawal from this Interlocal Agreement shall become effective until such Participant's Balance is equal to zero, and until such time, such Participant shall continue to possess all of the rights, and to be subject to all of the obligations, arising from this Interlocal Agreement.

(b) Any Participant that no longer qualifies as a Unit of Local Government, that breaches any material covenant contained in Article VIII hereof, or for which any of the representations contained in Article VIII hereof ceases to be true shall be deemed to have given a notice of withdrawal pursuant to Section 2.6(a) hereof immediately upon such disqualification, breach or cessation, but shall not be deemed to have requested the payment of its Balance unless and until it either makes an actual payment request or the Administrator determines that such a disqualification, breach or cessation has occurred.

2.7 Receipt of Statements and Reports; Requests.

(a) The Administrator shall provide to each Participant a copy of the statements prepared pursuant to Section 5.5 hereof and of the reports prepared pursuant to Section 5.6 hereof applicable to such Participant.

(b) In addition, each Participant, through its Authorized Representative, may direct the Administrator to provide a statement of the value of the Participant's Balance as of the date of the request. The Administrator shall provide such statement, subject only to account activity as of such date.

(c) On behalf of each Participant, the Administrator shall maintain or cause to be maintained the records relating to such Participant in a manner that records (i) the portion of the Participant's Balance designated as PRIME Fund and (ii) the Participant's Balance as one or more subaccounts or other special accounts to accommodate the desire of such Participant to segregate a portion of its Investment Funds. The Administrator shall maintain a separate record for each Participant and shall record the individual transactions involving each such Participant and the total value by subaccount of all investments belonging to each such Participant.

2.8 Responsibility for Authorized Representatives.

Each Participant shall be responsible for the actions or inaction of its Authorized Representative under this Interlocal Agreement, and the Administrator and Custodian are authorized to rely on the directions of the Authorized Representative without further investigation or diligence.

ARTICLE III
BOARD

3.1 Establishment of Board; Initial Board.

(a) The management of FLCLASS shall be under the direction of the Board, which is hereby created by this Interlocal Agreement as a separate interlocal governmental entity. The initial Participants have by this Interlocal Agreement appointed the following persons as the initial trustees (the "Initial Trustees") having terms ending the following date:

Cindy Valentine	December 31, 2015
Sharon R. Bock	December 31, 2016
Ken Burke	December 31, 2017

(b) The Initial Trustees shall constitute the initial Board. The Board may expand the membership of the Board and set initial terms for each additional Trustee, provided, however, the number of Trustees shall always be an odd number, and shall not be less than three (3) nor more than thirteen (13). New and successor Trustees shall be appointed as provided for in Article IV.

3.2 General Powers.

(a) FLCLASS is hereby established as a common law trust pursuant to this Interlocal Agreement. The purpose of FLCLASS is to provide an intergovernmental investment pool in accordance with Section 218.415, Florida Statutes through which Participants may invest surplus funds in accordance with Florida law governing the investment of surplus monies of a Participant. No Participant shall be required to appropriate any funds or levy any taxes to establish FLCLASS. FLCLASS shall maintain an office of record in the State of Florida and may maintain such other offices or places of business as the Board may from time to time determine. The initial office of record of FLCLASS shall be 4767 New Broad Street Orlando, Florida 32814.

(b) The Board shall serve as the fiduciary for the Participants and shall have exclusive and absolute control over the Investment Property to the same extent as if the Board were the sole owner of the Investment Property in its own right. All powers of the Administrator or Custodian, which are described in this Interlocal Agreement shall also be powers of the Board. The Board may perform such acts as it determines in its sole discretion as proper for conducting the business of the Board. The enumeration of any specific powers shall not be construed as limiting the powers of the Board. Such powers may be exercised with or without the posting of a bond, an order or other action by any court. In construing the provisions of this Interlocal Agreement, the presumption shall be in favor of a grant of power to the Board.

3.3 Investment and Management; The Investment Program.

The Board shall have the power to subscribe for, invest in, reinvest in, purchase or otherwise acquire, hold, pledge, sell, assign, transfer, exchange, distribute or otherwise deal in or dispose of Permitted Investments pursuant to the Investment Policy established by the Board.

The general investment policy and objective of the Board shall be to provide to the Participants the preservation of capital and liquidity, while providing a competitive investment yield by investing in Permitted Investments. The Board shall appoint an Administrator and the Board is directed to enter into the Administrator Agreement with the Administrator consistent with the terms of this Interlocal Agreement. The Administrator shall have the power to manage the Investment Property as specifically set forth in the Administrator Agreement. All modifications to the Investment Policy require Board approval by simple majority.

3.4 Title to Investments; Rights as Holders of Investment Property.

Legal title to all Investment Property shall be vested in the Board on behalf of the Participants and shall be held by and transferred to the Board, except that the Board shall have full and complete power to cause legal title to any Investment Property to be held, if permitted by law, in the name of any other Person as nominee, on such term, in such manner and with such powers as the Board may determine, so long as in the judgment of the Board the interests of the Board and the Participants are adequately protected.

The Board shall have full and complete power to exercise all of the rights, powers and privileges appertaining to the ownership of the Investment Property to the same extent that any individual might, and, without limiting the generality of the foregoing, to vote or give any consent, request or notice, or waive any notice either in person or by proxy or power of attorney, with or without the power of substitution, to one or more persons, which proxies and powers of attorney may be for meeting or actions generally, or for any particular meeting or action, and may include the exercise of discretionary powers.

3.5 Payment of Expenses.

The Board shall have full and complete power:

(a) to incur and pay any charges or expenses which in the opinion of the Board are necessary or incidental to or proper for carrying out any of the purposes of this Interlocal Agreement;

(b) to pay any taxes or assessments validly and lawfully imposed upon or against the Investment Property or the Board in connection with the Investment Property or upon or against the Investment Property or income or any part thereof;

(c) to reimburse others for payment of such expenses and taxes; and

(d) to pay appropriate compensation or fees from the Investment Property to a person with whom the Board has contracted or transacted business.

All payments or expenses incurred pursuant to this Section will be a liability payable solely from the Investment Property. The Trustees shall not be paid compensation for their services as Trustees hereunder.

3.6 Power to Contract, Appoint, Retain and Employ.

The Board is responsible for the investments of FLCLASS consistent with the Investment Policy established in this Interlocal Agreement and for the general administration of the business and affairs of FLCLASS. Subject to the limitations expressed in Section 3.11 of this Interlocal Agreement, the Board shall have full and complete power to, and shall at all times, appoint, employ, retain, or contract with any person of suitable qualifications (including any corporation, partnership, trust or other entity of which one or more of them may be an Affiliate) for the transaction of the affairs of the Board.

3.7 Insurance.

The Board shall have full and complete power to purchase or to cause to be purchased and pay for, entirely out of Investment Property, insurance policies insuring FLCLASS, officers, employees and agents of FLCLASS individually against all claims and liabilities of every nature arising by reason of holding or having held any such office or position, or by reason of any action alleged to have been taken or omitted by FLCLASS or any such person, officer, employee and agent, including any action taken or omitted that may be determined to constitute negligence, whether or not FLCLASS would have the power to indemnify such person against such liability.

3.8 Borrowing and Indebtedness.

The Board shall not borrow money or incur indebtedness, whether or not the proceeds thereof are intended to be used to purchase Permitted Investments or Investment Property, except as a temporary measure to facilitate the transfer of funds to the Participant which might otherwise require unscheduled dispositions of portfolio investments, but only to the extent permitted by law. No such indebtedness shall have a maturity later than that necessary to avoid the unscheduled disposition of portfolio investments.

3.9 Remedies.

Notwithstanding any provision in this Interlocal Agreement, when the Board deems that there is a significant risk that an obligor to FLCLASS may default or is in default under the terms of any obligation of FLCLASS, the Board shall have full and complete power to pursue any remedies permitted by law which, in its sole judgment, are in the interests of FLCLASS, and the Board shall have full and complete power to enter into any investment, commitment or obligation of FLCLASS resulting from the pursuit of such remedies as are necessary or desirable to dispose of property acquired in the pursuit of such remedies.

3.10 Information Statement.

The Board shall have full and complete power to prepare, publish and distribute an Information Statement regarding FLCLASS and to amend or supplement the same from time to time.

3.11 Contracting with Affiliates.

To the extent permitted by law, the Board may enter into transactions with any Affiliate of the Administrator or the Custodian if:

(a) each such transaction (or type of transaction) has, after disclosure of such affiliation, been approved or ratified by the affirmative vote of a majority of the Board, and

(b) such transaction (or type of transactions) is, in the opinion of the Board, on terms fair and reasonable to the Board and the Participants and at least as favorable to them as similar arrangements for comparable transactions with organizations unaffiliated with the person who is a party to the transaction.

3.12 Further Powers.

The Board shall have full and complete power to take all such actions, do all such matters and things, and execute all such instruments as it deems necessary, proper or desirable in order to carry out, promote or advance the interests and purposes of FLCLASS although such actions, matters or things are not herein specifically mentioned. Any determination as to what is in the best interest of FLCLASS made by the Board in good faith shall be conclusive. In construing the provisions of this Interlocal Agreement, the presumption shall be in favor of a grant of power to the Board.

3.13 Intellectual Property.

The parties acknowledge that pursuant to this Interlocal Agreement and/or the business activities of the Board, various types of intellectual property (the "**Intellectual Property**") may be created, including but not limited to trademarks such as "**FLCLASS**" and "**Florida Cooperative Liquid Assets Securities Systems,**" among others. With regard to any and all Intellectual Property created by or for the Board, or by or for FLCLASS with regard to this Interlocal Agreement, the Board shall have all right, title and interest to such intellectual property. No other party to this Interlocal Agreement shall make any claim of ownership to any such intellectual property and shall have no rights to the Intellectual Property other than as expressly set forth in a written agreement between the Board and that other party. Except as expressly set forth in this Interlocal Agreement, the Board shall have no obligation to account to the other parties to this Interlocal Agreement for any revenues arising from the use, license or assignment of any item of Intellectual Property.

3.14 No Liability.

No Trustee or officer of the Board shall be subject to any personal liability whatsoever to any person, in connection with the Investment Property or affairs of the Board, other than liability arising from the bad faith, willful misfeasance, gross negligence or reckless disregard of duty by such Trustee or officer; and all persons shall look solely to the Investment Property for satisfaction of claims of any nature arising in connection with the affairs of the Board. No member or officer of the Board who is made a party to any suit or proceeding to enforce any such liability shall on account thereof be held to any personal liability.

ARTICLE IV
TRUSTEES

4.1 Number and Qualification.

(a) Upon expansion of the Board after the Initial Trustees, the Board shall have at least three (3) but no more than thirteen (13) members.

(b) The Board shall strive to appoint qualified Trustees representative of the local government entity types that participate in FLCLASS. To that end, the Board shall strive to appoint at least one Trustee (but no more than four per category) from the following categories of Local Governments:

(i) Counties;

(ii) Cities and Towns;

(iii) School Districts;

(iv) Special Districts;

(v) Other public entities.

(c) The Board shall be the sole judge of the appointment and qualification of its members.

4.2 Term of Office.

The term of office for a Trustee shall be three years (or less for certain Initial Trustees) or until a successor has been appointed and qualified, and such term shall begin at the Meeting of the Board following the appointment. Trustees may serve any number of successive terms. The term of Trustees shall be staggered such that the term of at least one-third of all Trustees shall expire in any year.

4.3 Appointment of Trustees.

(a) The Board shall appoint Trustees at its annual meeting by a majority vote of the Trustees present at such annual meeting, provided a quorum is present. The Board shall provide for the nomination of candidates by the Participants and shall appoint Trustees from among the nominees submitted.

(b) After each appointment, each Participant shall by this Interlocal Agreement be considered to have appointed each person appointed by such vote as their Trustee unless and until removed pursuant to Resignation according to Section 4.4 or Removal according to Section 4.5.

4.4 Resignation of Trustees.

Any Trustee may resign without need for prior or subsequent accounting by notice in writing signed by the Trustee and delivered to the Board, and such resignation shall be effective upon such delivery, or at a later date specified in the written notice Any vacancy created by such removal shall be filled in accordance with subsection 4.3(a). All Trust assets held by the Trustee in his/her capacity as Trustee shall be immediately returned to the Trust.

4.5 Removal and Vacancies.

(a) The term of office of a Trustee shall terminate and a vacancy shall occur in the event of the death, resignation, adjudicated incompetence or other incapacity to perform the duties of the office. In the case of a vacancy, the Trustees remaining in office shall, appoint another person as a replacement Trustee, in accordance with Section 4.3, who shall serve until the expiration of the term for the office to which the replacement Trustee is appointed. The replacement Trustee shall be considered, unless removed pursuant to this Section 4.5, the appointee of each Participant.

(b) The Board may remove a Trustee in the event of the conviction of a felony, or any other crime involving dishonesty. Such removal may occur upon the majority vote of the membership of the remaining Trustees. Any vacancy created by such removal shall be filled pursuant to this Section.

(c) Notwithstanding the forgoing, in lieu of selecting new Trustees to fill vacancies on the Board, the Board may decrease the membership of the Board by the number of such vacancies, provided however, the number of memberships shall not be less than three (3) nor more than thirteen (13) and the number of memberships shall always be an odd number.

4.6 Meetings.

(a) The Annual Meeting of the Board shall be the last meeting of the calendar year and shall be for the purpose of the appointment of Trustees, election of officers, setting the calendar for regular meetings and other organizational matters, as provided in the Bylaws. The Board shall meet not less than semiannually.

(b) Regular meetings of the Board shall be established annually in the method described in the Bylaws of the Board and may be held at the time and place so established.

(c) Special meetings of the Board may be held from time to time upon the call of the Chairperson or any two Trustees in the manner described in the Bylaws of the Board.

(d) All meetings of the Board are subject to and must comply with Section 286.011, Florida Statutes, as amended.

(e) To the extent permitted by Section 286.011, Florida Statutes, telephonic regular or special meetings by conference call or other method of electronic voice transmission which permits each participant to hear every other participant and join in the discussion are specifically authorized.

(f) To the extent permitted by Section 286.011, Florida Statutes, in the event all of the Trustees shall severally or collectively consent in writing to any action taken or to be taken by the Trust, such action is a valid action as though it had been authorized at a formal meeting.

(g) A quorum of the Board shall be a majority of all Trustees appointed and serving. Any action of the Board may be taken at a meeting by a simple majority vote of those Trustees present and voting, provided a quorum is present, unless a supermajority is required by another Section of this Interlocal Agreement or by law of the State.

4.7 Bylaws.

The Board shall adopt, and may, from time to time, amend or repeal Bylaws for the conduct of the business of the Board, consistent with this Interlocal Agreement. The Bylaws may define the duties of the respective officers, agents, employees, and representatives of the Board, and shall establish the rules of calling of meetings and determination of regular and special meetings.

4.8 Officers.

The Board shall annually elect a Chairperson and other officers having the responsibilities and powers described in the Bylaws.

4.9 Conflicts of Interest.

No Trustee shall vote on any matter which inures to his or her special private gain or loss, as that phrase is defined in Section 112.3143(1)(d), Florida Statutes. Such Trustee shall, prior to a vote being taken, disclose the nature of his or her interest in the matter from which he or she is abstaining from voting.

4.10 Standard of Care.

The Trustees shall use ordinary care and reasonable diligence in the administration of the Trust. Nothing contained in this Interlocal Agreement, either expressly or by implication, shall be deemed to impose any duties or responsibilities on the Trustees other than those expressly set forth in this Interlocal Agreement.

4.11 Liability.

A Trustee shall not be personally liable for monetary damages to any person for any statement, vote decision, or failure to act, regarding the management or policy of the Trust unless:

(a) The Trustee breached or failed to perform his or her duties as a Trustee; and

(b) The Trustee's breach of, or failure to perform, his or her duties constitutes:

(i) A violation of the criminal law, unless the Trustee had reasonable cause to believe such conduct was lawful or had no reasonable cause to believe such conduct was unlawful. A judgment or other final adjudication against a Trustee in any criminal proceeding for violation of the criminal law shall estop that Trustee from contesting the fact that such breach, or failure to perform, constitutes a violation of the criminal law; but does not estop the Trustee from establishing that such Trustee had reasonable cause to believe that such conduct was lawful or had no reasonable cause to believe that such conduct was unlawful;

(ii) A transaction from which the Trustee derived an improper personal benefit, either directly or indirectly; or

(iii) Recklessness or an act or omission which was committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

For the purposes of this Section 4.11, the term "recklessness" means the acting or omission to act, in conscious disregard of a risk: (a) known, or so obvious that it should have been known to the Trustee; and (b) known to the Trustee, or so obvious that it should have been known, to be so great as to make it highly probable that harm would follow from such action or omission.

4.12 Indemnification.

(a) The Trust shall, to the extent permitted by law, indemnify any person who was or is a party (other than an action by, or in the right of, the Trust), by reason of the fact that such person is or was a Trustee, officer or direct employee of the Trust against liability incurred in connection with such proceedings on behalf of the Trust, including any approval of such proceedings, if such person acted in good faith and in a manner reasonably believed to be in, or not opposed to, the best interest of the Trust and, with respect to any criminal action or proceedings, had no reasonable cause to believe such conduct was unlawful. The termination of any proceedings by judgment, order, settlement, or conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in, or not opposed to, the best interest of the Trust, or, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

(b) In case any claim shall be made or action brought against any person in respect of which indemnity may be sought against the Trust, such indemnified person shall promptly notify the Trust in writing setting forth the particulars of such claim or action. The indemnified person shall be entitled to select and retain counsel of his or her choice. The Trust shall be responsible for the payment or immediate reimbursement for all reasonable fees and expenses incurred in the defense of such claim or action.

4.13 Legal Title to Investment Property.

Title to all Investment Property shall be vested in the Trust on behalf of the Participants who shall be the beneficial owners. The Board shall have full and complete power to cause legal title to any Investment Property to be held, on behalf of the Participants, by or in the name of any other entity or person as nominee, on such terms, in such manner, and with such powers as the Board may determine; provided that the interests of the Trust are adequately protected as a consequence thereof.

4.14 Reliance on Experts.

Each Trustee and officer of the Trust shall, in the performance of his or her duties, be fully and completely justified and protected with regard to any act or any failure to act resulting from reliance in good faith upon the books of account or other official records of the Trust, upon an opinion of Trust Counsel, or upon official reports made to the Trust by any of its officers or employees or by the Investment Advisor, Administrator, Custodian, accountants, appraisers or other experts or consultants selected with reasonable care by the Board or officers of the Trust.

ARTICLE V
ADMINISTRATOR AND TRUST COUNSEL

5.1 Appointment; General Provisions.

(a) The Board is responsible for the general investment policy and program of the Trust and for the general supervision and administration of the business and affairs of the Trust conducted by the officers, agents, employees, investment advisors, administrators, distributors or independent contractors of the Trust, consistent with the investment policy established in this Interlocal Agreement. However, the Board is not required personally to conduct all of the routine business of the Trust and, consistent with their responsibility as stated herein, the Board may, on behalf of the Trust, appoint, employ or contract with an Administrator and a Trust Counsel and may grant or delegate such authority to the Administrator, Trust Counsel or to any other person as the Board may, in its discretion, deem to be necessary or desirable for the efficient management of the Trust.

(b) The Board may appoint one or more persons to serve as the Administrator for FLCLASS. It is specifically intended that any and all provisions related to the Administrator set forth herein be memorialized in a contract between the Board and the Administrator (the "Administrator Agreement") and that this Interlocal Agreement not be construed to create any third-party beneficiary rights in any party fulfilling the role of Administrator. In the event of conflict between the provisions of this Interlocal Agreement and the provisions of the Administrator Agreement, this Interlocal Agreement shall control.

(c) In the event that, at any time, the position of Administrator shall become vacant for any reason, the Board may appoint, employ or contract with a successor.

(d) The Administrator shall at no time have custody of, or physical control over, any of the Investment Property.

(e) The Administrator may also serve as investment advisor to FLCLASS.

5.2 Duties of the Administrator.

(a) The duties of the Administrator shall be those set forth in this Article V and the Administrator Agreement. This Article V outlines some, but not all of such duties. Such duties may be modified by the Board from time to time. The role of the Administrator is intended to effect purchases, sales or exchanges of Investment Property on behalf of the Board. The Administrator Agreement may authorize the Administrator to employ other persons to assist in the performance of the duties set forth therein.

(b) The Administrator shall at no time have custody of, or physical control over, any of the Investment Property. If a Participant in error delivers Investment Funds for investment to the Administrator instead of to the Custodian, the Administrator shall immediately transfer such Investment Funds to the Custodian. The Administrator shall not be liable for any act or omission of the Custodian, but shall be liable for the Administrator's acts and omissions as provided herein.

(c) The Administrator understands that the monies delivered to the Custodian may only be invested pursuant to the investment parameters contained in the Investment Policy.

5.3 Duties of the Trust Counsel.

The duties of the Trust Counsel shall be:

(a) To construe the terms and provisions of this Interlocal Agreement and advise the Board with respect to its powers and duties thereunder;

(b) Review and approve the ordinances and joinder agreements of Public Entities desiring to become Participants;

(c) Attend all meetings of the Board and provide legal advice and consultation as requested; and

(d) Bring, prosecute, appear in, or defend, all on behalf of the Trust and in the name of the Trust any suit or administrative proceeding, for the enforcement of or arising out of or with respect to this Interlocal Agreement.

5.4 Investment Activities and Powers.

The Administrator shall perform the following services:

(a) advise the Board on any material changes in investment strategies based upon current market conditions;

(b) enter into securities transactions with respect to the Investment Property (to the extent permitted by the investment criteria established by the Board as set forth in the Investment Policy and all applicable law) by entering into agreements and executing other documents relating to such transactions containing provisions common for such agreements and documents in the securities industry;

(c) from time to time, review the Permitted Investments and the investment criteria set forth in the Investment Policy and, if circumstances and applicable law permit, recommend changes in such Permitted Investments and such investment criteria;

(d) provide such advice and information to the Board on matters related to investments as the Board may reasonably request, including, without limitation, research and statistical data concerning the Investment Property, whether and in what manner all rights conferred by the Investment Property may be exercised, and other matters within the scope of the investment criteria set forth in the Investment Policy;

(e) prepare such information and material as may be required in the implementation of the Valuation Procedures or the computation of the Balances and the preparation of any and all records and reports required by this Interlocal Agreement or applicable laws;

(f) issue instructions to the Custodian as provided in this Interlocal Agreement; and

(g) employ, consult with, obtain advice from, and exercise any of the Administrator's rights or powers under this Interlocal Agreement through the use of suitable agents, including auditors, legal counsel (who may be counsel to the Administrator and/or the Board), investment advisers, brokers, dealers or other advisers. Notwithstanding Section 11.8 hereof, the Administrator may transmit information concerning the Investment Property and the Participants to such agents.

5.5 Monthly Statements.

(a) Within 15 days subsequent to the end of each month, the Administrator shall prepare and submit, to each Participant which was a Participant during such month, a statement disclosing any activity and a closing Balance in each of its accounts for such month.

(b) The Administrator, upon the request of a Participant, shall furnish to the Participant a statement of such Participant's Balance as of the date of such request, subject only to account activity on such date.

5.6 Reports.

The Administrator shall prepare or cause to be prepared at least annually (i) a report of operations containing a statement of the Investment Property and the Investment Property Liabilities and statements of operations and of net changes in net assets prepared in conformity with generally accepted accounting principles consistently applied and (ii) an opinion of an independent certified public accountant on such financial statements based on an examination of the books and records of the Participants' Accounts, maintained by the Administrator with respect to the Investment Property, performed in accordance with generally accepted auditing standards. A copy of such signed report of operations and accountant's opinion shall be filed with the Participants within ninety (90) days after the close of the period covered thereby.

5.7 Daily Calculation of Program Value and Rate of Return.

(a) The Administrator shall calculate the Investment Property Value for each Account once on each Business Day at the time and in the manner provided in the Valuation Procedures contained in Exhibit C, hereto.

(b) Upon performing the valuation specified in Section 5.7(a) hereof, the Administrator shall calculate (rounding off to the nearest whole cent) the Balance of each Participant and each Balance of each of the Participants shall be adjusted proportionately so that the total Balances of all the Participants equals the aggregate Investment Property Value for the Accounts.

(c) For purposes of calculating the Investment Property Value, the amount of any uncertain or contingent Investment Property Liability shall be deemed to be equal to the amount of the reserve, if any, against such Investment Property Liability that has been determined from time to time by the Administrator.

(d) For purposes of calculating the Investment Property Value, if the value of any part of the Investment Property is uncertain or contingent, the value of such part of the Investment

Property shall be deemed to be equal to the amount determined from time to time by the Administrator.

(e) The Administrator shall calculate daily the rate of return earned on the Investment Property held in each Account.

5.8 Administration of FLCLASS.

The Administrator shall perform the following administrative functions on behalf of the Board in connection with the implementation of this Interlocal Agreement:

(a) collect and maintain for such period as may be required under any applicable federal or Florida law written records of all transactions affecting the Investment Property or the Balances, including, but not limited to (i) investments by and payments to or on behalf of each Participant; (ii) acquisitions and dispositions of Investment Property; (iii) pledges and releases of collateral securing the Investment Property; (iv) determinations of the Investment Property Value; (v) adjustments to the Participants' Balances; and (vi) the current Balance and the Balances at the end of each month for each Participant. There shall be a rebuttable presumption that any such records are complete and accurate. The Administrator shall maintain the records relating to each Participant in a manner that subdivides the Participant's Balance into sub-accounts or other special accounts to accommodate such Participant's desire to segregate any portion or portions of its Investment Funds;

(b) assist in the organization of Meetings of the Board, including preparation and distribution of the notices and agendas therefore;

(c) respond to all inquiries and other communications of Participants, if any, which are directed to the Administrator, or, if any such inquiry or communication is more properly addressed by an officer of the Custodian, referring such inquiry or communication to such officer and coordinating such officer's response thereto;

(d) pay all Investment Property Liabilities in accordance with this Interlocal Agreement from any income, profits and gains from the Investment Property (but not from the principal amount thereof); and

(e) engage in marketing activities to encourage eligible Florida public sector entities to become Participants.

5.9 Special Sub-Accounts.

Notwithstanding anything in this Interlocal Agreement to the contrary, the Administrator from time to time may propose to the Board that the Participants establish specially designated sub-accounts with investment criteria, investment and payment procedures, fees or other characteristics different from those set forth in this Interlocal Agreement, but all in compliance with all applicable law. Such characteristics may include, without limitation, certain restrictions on amounts to be invested, holding periods prior to payments or certain other conditions to be met for payments, such as possible payment penalties, special investment criteria, investment management tailored to a particular Participant or additional fees for administering such specially designated sub-accounts. A Participant in its sole discretion may create such a special sub-account using the same procedures for establishing other sub-accounts set forth in this Interlocal Agreement. The establishment of such special sub-accounts and the terms governing the same shall not be deemed an amendment of this Interlocal Agreement. The terms governing each such sub-account shall be worked out between the Administrator and the impacted Participants, and attached hereto as Schedule 5.9 (a), (b) and so on as necessary. The Administrator may calculate the return realized by such special sub-accounts separate and apart from the returns realized by other sub-accounts maintained for each Participant.

ARTICLE VI
THE CUSTODIAN

6.1 Qualifications.

(a) The Board, on behalf of the Trust, shall appoint and employ a bank or trust company organized under the laws of the United States of America to serve as Custodian for FLCLASS. Such custodian shall be a qualified "depository" as defined by Chapter 280, Florida Statutes and shall invest all Investment Property in accordance therewith and in accordance with the objectives of the Trust. The Custodian shall have authority to act as the Trust's agent, subject to such restrictions, limitations and other requirements, if any, as may be established by the Board. It is specifically intended that any and all provisions related to the Custodian set forth herein be memorialized in a contract to be entered into between the Trust and the Custodian (the "**Custody Agreement**") and that this Interlocal Agreement not be construed to create any third-party beneficiary rights in any party fulfilling the role of the Custodian. In the event of a conflict between the provisions of this Interlocal Agreement and the provisions of the Custody Agreement, this Interlocal Agreement shall prevail.

6.2 Successors.

In the event that, at any time, the Custodian shall resign or shall be terminated pursuant to the provisions of the Custodian Agreement, the Board shall appoint a successor thereto.

6.3. Prohibited Transactions.

With respect to transactions involving Investment Property, the Custodian shall act strictly as agent for the Trust. The Board shall not purchase Permitted Investments from the Custodian or sell Permitted Investments to the Custodian.

6.4. Appointment; Sub-Custodians.

(a) The Custodian may employ other banks and trust companies as sub-custodians, including, without limitation, affiliates of the Custodian. The appointment of a sub-custodian under this Section shall not relieve the Custodian of any of its obligations set forth in this Interlocal Agreement. The Custodian shall use its best efforts to ensure that the collective interests of the Participants in the Investment Property is clearly indicated on the records of any sub-custodian and the Custodian shall use its best efforts to ensure that the collective interests of the Participants in the Investment Property is not diminished or adversely affected because of the Custodian's use of a sub-custodian.

(b) No Investment Funds or Investment Property received or held by the Custodian pursuant to this Interlocal Agreement shall be accounted for in any manner which might cause such Investment Funds or Investment Property to become assets or liabilities of the Custodian.

6.5 Powers.

The Custodian shall perform the following services:

(a) Open and maintain such custody accounts as the Board directs through the Administrator and accept for safekeeping and for credit to the Account, in accordance with the terms hereof, all securities representing the investment of Investment Funds pursuant to Section 2.2 hereof, and the income or earnings derived therefrom.

(b) Hold the Investment Property:

(i) in its vaults physically segregated and held separate and apart from other property of the Custodian;

(ii) in its account at Depository Trust Company or other depository or clearing corporation; or

(iii) in a book entry account with the Federal Reserve Bank, in which case a separate accounting of the Investment Property shall be maintained by the Custodian at all times.

The Investment Property held by any such depository or clearing corporation or Federal Reserve Bank may be held in the name of their respective nominees, provided, however, that the custodial relationship and the interests of the Participants regarding such Investment Property shall be noted on the records of the Administrator and the custodial relationship on behalf of the Participants shall be noted on the records of the Custodian and, to the extent possible, the Custodian shall cause the custodial relationship on behalf of the Participants to be noted on the records of such depository, clearing house or Federal Reserve Bank.

(c) Notify the Administrator, in writing or verbally with written, email or facsimile confirmation, of any elective action involving the Investment Property.

(d) Upon instruction of the Administrator, the Custodian shall

(i) receive and distribute Investment Funds and all other Investment Property in accordance with the requests of Participants pursuant to Article II and Exhibit A and Exhibit B hereof;

(ii) exchange securities in temporary or bearer form for securities in definitive or registered form; and surrender securities at maturity or earlier when advised of a call for redemption;

(iii) make, execute, acknowledge and deliver as Custodian, any and all documents or instruments (including but not limited to all declarations, affidavits and certificates of ownership) that may be necessary or appropriate to carry out the powers granted herein;

(iv) make any payments incidental to or in connection with this Section 6.5;

(v) sell, exchange or otherwise dispose of any and all Investment Property free and clear of any and all interests of the Participants, at public or private sale, with or without advertisement; and execute and deliver any deed, power, assignment, bill of sale, or other instrument in connection therewith;

(vi) with respect to enforcing rights in connection with the Investment Property, use its best efforts to: (a) collect, receive and receipt for all sums of money or other personal property due; (b) consent to extensions of the time for payment, or to the renewal of any securities, investments or obligations; (c) exercise any power of sale, and convey good title thereunder free of any and all interests of any and all Participants, and in connection with any such foreclosure or sale, purchase or otherwise acquire title to any personal property; (d) to the extent necessary, be a party to the reorganization of any Person and transfer to and deposit with any corporation, committee, voting trustee or other Person any securities, investments or obligations of any Person which form a part of the Investment Property, for the purpose of such reorganization or otherwise; (e) participate in any arrangement for enforcing or protecting the interests of the holders of such securities, investments or obligations and to pay any assessment levied in connection with such reorganization or arrangement; (f) extend the time (with or without security) for the payment or delivery of any debts or personal property and to execute and enter into releases, agreements and other instruments; and (g) pay or satisfy any debt or claims; and

(vii) exercise all other rights and powers and to take any action in carrying out the purposes of this Interlocal Agreement.

6.6 Custodial Relationship; Custodian Records.

(a) The Custodian shall hold the Investment Property in its capacity as Custodian for the collective benefit of each of the Participants. The Investment Property shall be custodial property of the Custodian and shall not be, or be deemed to be, an asset of the Custodian. Each Participant has an undivided beneficial interest in the Investment Property to the extent of such Participant's Balance.

(b) The Custodian shall acknowledge in the Custody Agreement that records concerning the Investment Property shall be maintained by the Administrator and that such records shall conclusively determine the interests of each Participant in the Investment Property. Within 15 days subsequent to the end of each month, the Custodian shall send statements providing the closing balance in the Account at the end of such month and the transactions performed in the Account during such month to the Administrator and the Board.

ARTICLE VII
FL CLASS COSTS AND EXPENSES

7.1 Expenses.

In consideration of the performance of its obligations hereunder, the Administrator shall receive a fee as set forth in the Administrator Agreement described in Section 5.2 hereof, which fee shall be paid from the earnings on the Accounts. The Administrator's fee shall be an Investment Property Liability. From its fee, the Administrator shall pay the following costs and expenses: the Custodian's fee set forth in the Custody Agreement, the costs of third parties retained by the Administrator to render investment advice pursuant to the Administrator Agreement, all custodial and securities clearance transaction charges, the cost of valuing the Investment Property, the cost of obtaining a rating, if any, the cost of other expenses agreed to by the Administrator and the Board, all Investment Property record-keeping expenses, the cost of preparing monthly and annual reports, the expense of outside auditors required pursuant to the Administrator Agreement (but only if the Administrator selects such auditors), the fees of the Administrator's and/or Board's legal counsel, the cost of Meetings of the Board, and the costs of Participant surveys and mailings. At least quarterly, the Administrator shall provide a detailed accounting of such expenses to the Board.

7.2 Payment of Expenses.

The Board shall have full and complete power:

(a) To incur and pay any charges or expenses which, in the opinion of the Board, are necessary or incidental to or proper for carrying out any of the purposes of this Indenture;

(b) To reimburse others for the payment therefore, including, but not limited to, the Administrator; and

(c) To pay appropriate compensation or fees from the funds managed under this Interlocal Agreement to persons with whom the Board has contracted or transacted business.

ARTICLE VIII
REPRESENTATIONS AND WARRANTIES

8.1 Representations and Warranties of Each Participant.

Each Participant hereby represents and warrants that:

(a) the Participant has taken all necessary actions and has received all necessary approvals and consents and adopted all necessary ordinances and resolutions in order to execute and deliver this Interlocal Agreement and to perform its obligations hereunder, including, without limitation, the appointment of its Authorized Representative; and

(b) the execution, delivery and performance of this Interlocal Agreement by the Participant are within the power and authority of the Participant and do not violate the laws, rules or regulations of the State of Florida applicable to the Participant or the Participant's charter or its organizational statute, instrument or documents or any other applicable federal, state or local law; and

(c) the certificates delivered heretofore or hereafter by the Participant pursuant to this Interlocal Agreement, as of the date specified therein, are true and complete and contain no material misstatements of fact or omissions that render them misleading.

ARTICLE IX
COVENANTS

9.1 Source of Investments.

Each Participant hereby covenants that it will invest pursuant to Section 2.2 only Investment Funds that are permitted to be invested by it pursuant to the laws of the State of Florida and any charter, instrument, organizational document, and any federal, state or local rule, ordinance, resolution or regulation applicable to such Participant, and that it will perform all actions required by the laws of the State of Florida and any charter, instrument, or organizational document, and any federal, state or local rule, ordinance, resolution or regulation applicable to such Participant to be done prior to such investment.

9.2 Truth of Representations and Warranties.

Each party to this Interlocal Agreement hereby covenants that it shall use reasonable efforts to withdraw from this Interlocal Agreement prior to the time any of the representations and warranties made by it in Article VIII hereof ceases to be true.

ARTICLE X
AMENDMENT AND TERMINATION

10.1 Amendment.

(a) Unless explicitly set forth otherwise herein, this Interlocal Agreement may be amended only by a majority of the Board. Any amendment that impacts the duties, obligations or rights of either the Administrator or the Custodian shall be reduced to writing and agreed to by the affected party.

(b) Any amendment executed pursuant to Section 10.1(a) hereof will be effective upon the earlier of (i) thirty (30) days after notice is mailed or otherwise delivered, including but not limited to delivery by electronic means, to all existing Participants setting forth such amendment and permitting each Participant to terminate its participation and request payment of its balance.

(c) Notwithstanding the foregoing, the Investment Policy may be amended by a writing consented to by the Board. Any such amendment of the Investment Policy shall become effective thirty (30) days after notice thereof is sent to the Participants, Administrator and Custodian setting forth such amendment.

(d) Notwithstanding the foregoing, Exhibits A, B, and C may be amended by the Board on behalf of the Participants. Any such amendment shall become effective thirty (30) days after notice thereof is mailed to the Participants, Administrator and Custodian setting forth such amendment.

10.2 Termination.

(a) This Interlocal Agreement shall continue in full force and effect unless terminated as set forth in this Section 10.2. This Interlocal Agreement may be terminated at any time pursuant to a duly adopted amendment hereto approved by the unanimous vote of the Board. This Interlocal Agreement shall terminate automatically if either the Program Administration Agreement or the Custody Agreement is not amended to name a new Administrator or Custodian on or before the day that is immediately prior to the date on which the resignation, withdrawal or removal of the Administrator or Custodian would otherwise become effective.

(b) Upon the termination of this Interlocal Agreement pursuant to this Section 10.2:

(i) The Custodian, the Board and the Administrator shall carry on no business in connection with FLCLASS except for the purpose of satisfying the Investment Property Liabilities and winding up their affairs in connection with the Investment Property;

(ii) The Custodian, the Board and the Administrator shall proceed to wind up their affairs in connection with FLCLASS, and all of the powers of the Board, Administrator and Custodian under this Interlocal Agreement, the Program Administration Agreement and the Custody Agreement, respectively, shall continue until the affairs of the Board, Administrator and Custodian in connection with FLCLASS shall have been wound up, including, but not limited to, the power to collect amounts owed, sell, convey, assign, exchange, transfer or otherwise dispose of all or any part of the remaining Investment Property to one or more persons at public or private sale for consideration which may consist in whole or in part of cash, securities or other property of any kind, discharge or pay Investment Property Liabilities, and do all other acts appropriate to liquidate their affairs in connection with FLCLASS; and

(iii) After paying or adequately providing for the payment of all Investment Property Liabilities, and upon receipt of such releases, indemnities and refunding agreements as each of the Board, Administrator and Custodian deem necessary for their protection, the Board shall take all necessary actions to cause the distribution of the remaining Investment Property, in cash or in kind or partly in each, among the Participants according to their respective proportionate Balances.

(c) Upon termination of this Interlocal Agreement and distribution to the Participants as herein provided, the Board shall direct the Administrator to execute and lodge among the records maintained in connection with this Interlocal Agreement an instrument in writing setting forth the fact of such termination, and the Board and Participants shall thereupon be discharged from all further liabilities and duties hereunder, and the rights and benefits of all Participants hereunder shall cease and be cancelled and discharged.

ARTICLE XI
MISCELLANEOUS

11.1 Governing Law.

This Interlocal Agreement is executed by the initial Participants and delivered in the State of Florida and with reference to the laws thereof, and the rights of all parties and the validity, construction and effect of every provision hereof shall be subject to and construed according to the laws of the State of Florida.

11.2 Severability.

The provisions of this Interlocal Agreement are severable, and if any one or more of such provisions (the "**Conflicting Provisions**") are in conflict with any applicable laws, the Conflicting Provisions shall be deemed never to have constituted a part of this Interlocal Agreement and this Interlocal Agreement may be amended pursuant to Section 10.1 hereof to remove the Conflicting Provisions; provided, however, that such conflict or amendment shall not affect or impair any of the remaining provisions of this Interlocal Agreement or render invalid or improper any action taken or omitted prior to the discovery or removal of the Conflicting Provisions.

11.3 Counterparts.

This Interlocal Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts, together, shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

11.4 No Assignment.

No party hereto may sell, assign, pledge or otherwise transfer any of its rights or benefits under this Interlocal Agreement to any other Person, and any purported sale, assignment, pledge or other transfer shall be null and void. The Board agrees not to unreasonably withhold consent to an assignment of this Interlocal Agreement or the Administrator Agreement.

11.5 Gender; Section Headings and Table of Contents.

(a) Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and words importing the singular number shall mean and include the plural number and vice versa.

(b) Any headings preceding the texts of the several Articles and Sections of this Interlocal Agreement and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall neither constitute a part of this Interlocal Agreement nor affect its meaning, construction or effect.

11.6 No Partnership.

Other than the creation by the Participants of an interlocal cooperation agreement pursuant to Fla. Stat. §163.01, this Interlocal Agreement does not create or constitute an association of two or more Persons to carry on as co-owners a business for profit, and none of the parties intends this Interlocal Agreement to constitute a partnership or any other joint venture or association.

11.7 Notice.

Unless oral notice is otherwise allowed in this Interlocal Agreement, all notices required to be sent under this Interlocal Agreement:

(a) shall be in writing;

(b) shall be deemed to be sufficient if given by (i) depositing the same in the United States mail properly addressed, postage prepaid, or (ii) electronically transmitting such notice by any means such as by facsimile transmission, email, or other electronic means whenever such notice is in a format which may be stored by the receiving party or parties, or (iii) by depositing the same with a courier delivery service, addressed to the person entitled thereto at his address or phone number as it appears on the records maintained by the Administrator;

(c) shall be deemed to have been given on the day of such transmission if delivered pursuant to subsection (b)(ii), or on the third day after deposit if delivered pursuant to subsection (b)(i) or (b)(iii); and

(d) any of the methods specified in Section 11.7(b) shall be sufficient to deliver any notice required hereunder, notwithstanding that one or more of such methods may not be specifically listed in the Sections hereunder requiring such notice.

11.8 Confidentiality.

(a) All information and recommendations furnished by the Administrator to any Participants or the Board that is marked confidential and all information and directions furnished by the Administrator to the Custodian shall be regarded as confidential by each such Person to the extent permitted by law. Nothing in this Section shall prevent any party from divulging information as required by law or from divulging information to civil, criminal, bank or securities regulatory authorities where such party may be exposed to civil or criminal proceedings or penalties for failure to comply, or from divulging information in accordance with Florida's Government in the Sunshine Law, Florida Statutes, Chapter 286, or Florida's Public Records Act, Florida Statutes, Chapter 119 or to prevent the Administrator from distributing copies of this Interlocal Agreement, the names of the Participants, or the Investment Property Value to third parties.

11.9 Entire Agreement.

This Interlocal Agreement shall constitute the entire agreement of the parties with respect to the subject matter and shall supersede all prior oral or written agreements in regard thereto.

11.10 Disputes.

In the event of any dispute between the parties, the parties agree to attempt to resolve the dispute through negotiation. No litigation shall be commenced without a certification by an authorized officer, employee, or agent of any party that the dispute cannot be resolved by negotiation provided in writing at least 10 days before commencing legal action.

11.11 Writings.

Whenever this Interlocal Agreement requires a notice, instruction or confirmation to be in writing or a written report to be made or a written record to be maintained, it shall be sufficient if such writing is produced or maintained by electronic means or maintained by any other photostatic, photographic, or micrographic data storage method such as digital discs as well as on paper, so long as such method complies with Chapter 119, Florida Statutes.

11.12 Effective Date.

This Interlocal Agreement shall become effective on the Effective Date.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SIGNATURE PAGE FOR INTERLOCAL AGREEMENT

IN WITNESS WHEREOF, the parties have caused this Interlocal Agreement to be executed in their names and on their behalf as of the date first written above.

PARTICIPANT EXECUTION DATE: as Participant

By:_____
Name:_____
Title_____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, _____ of _____ **[Participant]**, who is personally known to me/has produced _____ as identification.

_____
Printed/Typed Name:_____
Notary Public-State of:_____
Commission Number:_____

SIGNATURE PAGE FOR INTERLOCAL AGREEMENT

PARTICIPANT EXECUTION DATE: as Participant

By:_____
Name:_____
Title_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, _____ of _____ **[Participant]**, who is personally known to me/has produced _____ as identification.

_____
Printed/Typed Name:_____
Notary Public-State of:_____
Commission Number:_____

SIGNATURE PAGE FOR INTERLOCAL AGREEMENT

PARTICIPANT EXECUTION DATE: as Participant

By:_____
Name:_____
Title_____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, _____ of _____ **[Participant]**, who is personally known to me/has produced _____ as identification.

_____
Printed/Typed Name:_____
Notary Public-State of:_____
Commission Number:_____

EXHIBIT A

INVESTMENT PROCEDURES

1. The Participant shall provide a recorded call or send a written notice to the Administrator indicating the amount to be invested (there is no minimum investment). The Participant shall instruct its bank depository to wire or electronically transfer Investment Funds to the applicable Account at the Custodian for the purchase of investments to be held by the Custodian in such Account.

2. Receipt of the notice described in (1) by the Administrator as set forth in the Information Statement.

3. If Investment Funds for which notification of investment has been given, are not received by the end of the Business Day on which such notification is given, the Administrator shall deduct the value of such Investment Funds from the Participant's Balance if previously credited.

4. The Participant is prohibited from requesting payments from amounts credited to its Balance pursuant to (2) or (3) above, until such Investment Funds are received by the Custodian for the purchase of securities to be held by the Custodian.

5. These Investment Procedures may be amended from time to time pursuant to Section 10.1(d) of this Interlocal Agreement, provided, however, the Administrator will only change the times set forth above after consulting with the Custodian.

EXHIBIT B

PAYMENT PROCEDURES

1. The Participant shall provide a recorded call or send a written notice to the Administrator indicating the amount requested to be paid and shall specify from which Account the payment is to be made.

2. The Participant shall notify the Administrator in writing of the payee of the amount requested, which may be the Participant, and include any wire, electronic transfer or other payment instructions. Such payee must be listed on the list of approved payees that has been provided by the Participant to the Administrator in advance of the payment.

3. Requests for payments must be received by the Administrator as set forth in the Information Statement.

4. The Participant may only request payments of that portion of its Balance that represents Investment Funds and its proportional share of the income from the Investment Property which in all cases have actually been received by the Custodian.

5. These Payment Procedures may be amended from time to time pursuant to Section 10.1(d) of this Interlocal Agreement, provided, however, that the Administrator will only change the times set forth above after consulting with the Custodian.

EXHIBIT C

VALUATION PROCEDURES

1. Portfolio Valuation.

A. Amortized Cost Valuation

On a daily basis, normally at 3:00 p.m. Eastern time, the Investment Property Value of each Account shall be determined using the amortized cost valuation method. The amortized cost valuation method involves initially valuing a security at its cost and thereafter accreting to maturity any discount or amortizing to maturity any premium, regardless of the impact of fluctuating interest rates on the market value of the instrument.

B. Mark to Market

At least monthly or more frequently if requested by a majority of the Board, the Investment Property Value of each Account shall be determined on a mark to market basis, provided, however, the value of any collateral that is collateralizing any repurchase agreement shall be marked to market on a daily basis.

The market value of all or a part of the securities in the Accounts will be determined from the bid and ask prices for such securities as quoted by an independent nationally recognized pricing service for the Business Day preceding the Business Day on which the determination of such market value is made (plus accrued interest to such preceding Business Day); if the securities are not so quoted on such preceding Business Day, their market value will be determined as of the next preceding Business Day on which they were so quoted. Securities not quoted by an independent nationally recognized pricing service will be valued by taking a bid quote from one primary dealer making a market in such securities or if there is no primary dealer in such securities by such other reasonable method as the Administrator shall determine.

As an alternative to determining the market value pursuant to the foregoing paragraph, the market value of all or a portion of the securities in the Accounts may be determined using the matrix method. Matrix pricing involves grouping securities into a matrix by type, maturity and short-term credit rating. A primary dealer who makes markets in those securities will provide the bid side prices for the matrix.

2. Amendment.

These Valuation Procedures may be amended from time to time pursuant to Section 10.1(d) of this Interlocal Agreement.

EXHIBIT D

MODEL RESOLUTION

RESOLUTION NO. ____

A RESOLUTION OF THE [GOVERNING BODY] OF THE [UNIT OF LOCAL GOVERNMENT] APPROVING THE ENTRANCE INTO AN INTERLOCAL AGREEMENT WITH OTHER GOVERNMENTAL PARTICIPANTS FOR THE PURPOSE OF EXERCISING INVESTMENT POWER JOINTLY TO INVEST FUNDS IN CONCERT WITH OTHER PARTICIPANTS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the **[Unit of Local Government]** is permitted and has the power pursuant to the provisions of the Florida Statutes, including but not limited to Section 218.415 of the Florida Statutes, and its own local laws to invest certain of its funds in statutorily permitted investments, including but not limited to any intergovernmental investment pool authorized pursuant to Section 163.01, Florida Statutes, as amended (the "**Florida Interlocal Cooperation Act**"); and

WHEREAS, the Florida Interlocal Cooperation Act authorizes the **[Unit of Local Government]**, together with other local governmental entities, to exercise jointly any power, privilege or authority which the local governmental entities share in common and which each might exercise separately pursuant to a written interlocal agreement; and

WHEREAS, _____ and _____, as initial Participants (as such term is defined in the Interlocal Agreement described below), entered into that certain Interlocal Agreement, a copy of which is attached hereto as Exhibit A (the "**Interlocal Agreement**"), the purpose of which is to provide the **[Unit of Local Government]** and each Participant which has executed or otherwise joined the Interlocal Agreement, a substantial benefit by establishing the intergovernmental investment pool to be known as the Florida Cooperative Liquid Assets Securities System ("**FLCLASS**"), which is an intergovernmental investment pool as described in Section 218.415, Florida Statutes, as amended, in order to exercise such investment power jointly and invest such funds in concert with the other Participants pursuant to the Interlocal Agreement as authorized by the Florida Interlocal Cooperation Act in order to take advantage of economies of scale and perform governmental functions more efficiently; and

WHEREAS, the **[Unit of Local Government]** desires to join the Interlocal Agreement as a Participant, in order to exercise investment power jointly and invest funds in concert with the other Participants pursuant to the Interlocal Agreement in order to take advantage of economies of scale and perform governmental functions more efficiently; and

WHEREAS, the policy of the Interlocal Agreement shall be to place the highest priority on the safety of principal and liquidity of funds, and the optimization of investment returns shall be secondary to the requirements for safety and liquidity;

NOW, THEREFORE, BE IT RESOLVED by the **[Governing Body]** of the **[Unit of Local Government]** as follows:

SECTION 1. The Interlocal Agreement executed or otherwise joined by the Participants thereto, a copy of which is attached to this Resolution as Exhibit A and incorporated herein by reference.

SECTION 2. Pursuant to Section 2.4 of the Interlocal Agreement, the **[Unit of Local Government]** hereby joins the Interlocal Agreement as a Participant and agrees to be bound by all of the terms and provisions thereof. The **[Unit of Local Government]** further agrees to file an executed copy of this Resolution with the Clerk of Court of _____ County, Florida.

SECTION 3. This Resolution shall take effect immediately upon its filing with the Clerk of Court of _____ County, Florida.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

PASSED AND ADOPTED IN PUBLIC SESSION of the _____ of the _____ this ____ day of _____, 20__.

_____

By:_____
Name:_____
Its:_____

Attest:

_____
_____, [Assistant] Secretary

EXHIBIT A TO RESOLUTION

COPY OF INTERLOCAL AGREEMENT
[Attached]

INSTRUMENT OF ADOPTION
of that certain
Interlocal Agreement for the
Florida Cooperative Liquid Assets Securities System (FLCLASS)

This Instrument of Adoption (this "Instrument") is executed as of the ____ day of _____, 20_____, by and on behalf of _____.

Reference is made to that certain Interlocal Agreement for the Florida Cooperative Liquid Assets Securities System, dated as of _____, 2015, made by and among certain Initial Participants (as defined therein) and such additional Participants who may have heretofore and may hereafter join therein, and as may have been and may be modified or amended as provided therein (the "Interlocal Agreement"). Capitalized terms not defined in this Instrument shall have the meanings given in the Interlocal Agreement.

By executing this Instrument, the undersigned represents and warrants that (a) the undersigned is a Unit of Local Government as defined in the Interlocal Agreement; (b) the person executing this Instrument on behalf of the undersigned is an officer of the Unit of Local Government, authorized to execute this Instrument; (c) the undersigned has tendered to FLCLASS the minimum investment required under the Interlocal Agreement; and (d) the undersigned (i) has taken all required official action to adopt and authorize the execution of the Interlocal Agreement including, without limitation, adopting a written investment policy consistent with the Interlocal Agreement and the Investment Policy adopted thereby or amending or modifying any existing written investment policy not consistent with the Interlocal Agreement or the Investment Policy, and (ii) has furnished to the Board evidence satisfactory to the Board that such official action has been taken.

By executing this Instrument, the undersigned agrees that it will be bound by all terms and conditions of the Interlocal Agreement, as amended from time to time, including without limitation that it will maintain a written investment policy consistent with the provisions of the Interlocal Agreement and Investment Policy adopted thereby, as each of the same may be amended from time to time.

[signature page to follow]

INSTRUMENT OF ADOPTION
of that certain
Interlocal Agreement for the
Florida Cooperative Liquid Assets Securities System (FLCLASS)

IN WITNESS WHEREOF, the undersigned has executed this Instrument as of the day first above written.

[NAME OF ENTITY]

By:_____
Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by _____, _____, who is personally known to me/has produced _____ as identification.

_____
Printed/Typed Name:_____
Notary Public-State of:_____
Commission Number:_____

ORL 299009183v1

FLCLASS PARTICIPANTS

- Brevard County Tax Collector
- Cape Coral Charter Schools
- City of Cape Coral
- City of Delray Beach
- City of Edgewater
- City of Indian Rocks Beach
- City of Madeira Beach
- City of Miami Beach
- City of Plant City
- City of Riviera Beach
- City of Stuart
- City of Tallahassee
- Hernando County
- Lee County
- Lee County Schools
- Miami Beach Parking Authority
- Miami Beach Storm Water
- Orange County Tax Collector
- Palm Beach County
- Palm Beach County Airport Authority
- Palm Beach County Healthcare District
- Pinellas County
- Town of Indian Shores
- Town of Medley

Information Statement

FLCLASS™

An Investment Solution for Public Funds

Table of Contents

FLCLASS SUMMARY 2
FLCLASS INVESTMENTS 2
    INVESTMENT OBJECTIVES 2
ELIGIBLE INVESTMENTS 2
    PROHIBITED INVESTMENTS 3
INVESTMENT RESTRICTIONS 3
INVESTMENT RISKS 3
    INTEREST RATE RISKS 3
    CREDIT RISKS 3
    STABLE NET ASSET VALUE RISKS 3
FLCLASS ORGANIZATIONAL STRUCTURE 3
    PARTICIPANTS 3
BOARD OF TRUSTEES 4
INVESTMENT ADVISOR AND ADMINISTRATOR 4
CUSTODIAN 5
LEGAL COUNSEL 5
INDEPENDENT AUDITORS 5
ACCOUNT ACTIVITY 5
    HOW TO OPEN AN ACCOUNT 5
PARTICIPANT TRANSACTIONS 5
CONTRIBUTIONS 5
REDEMPTIONS 5
PORTFOLIO TRANSACTIONS 6
DETERMINATION OF NET ASSET VALUE 6
COMPUTATION OF YIELDS 7
DAILY INCOME ALLOCATIONS 7
REPORTS TO PARTICIPANTS 7
ADDITIONAL FLCLASS INFORMATION 7
    INTERNAL CONTROLS 7
NAV DEVIATION POLICY 7
FLCLASS EXPENSES 8
FLCLASS FEES 8
DISCLAIMER 8

FLCLASS SUMMARY

The Florida Cooperative Liquid Assets Securities System ("FLCLASS" or the "Trust") is an independent local government investment pool designed to meet the cash management and short-term investment needs of Florida governmental entities.

FLCLASS is open to all governmental entities within the State of Florida (the "State") which include, but are not limited to, the following and the officers thereof: any State agency, county, municipality, school district, special district, clerk of the circuit court, sheriff, property appraiser, tax collector, supervisor of elections, authority, board, public corporations, quasi public authorities or any other political subdivision of the State. FLCLASS is an intergovernmental investment pool authorized under Section 218.415, Florida Statutes and was created by an interlocal agreement by and among State public agencies (the "Interlocal") as described in Section 163.01, Florida Statutes, as amended. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Interlocal. The management of FLCLASS will be under the direction of an appointed Board of Trustees comprised of eligible Participants of the FLCLASS program.

The general objective of the Trust is to generate additional investment income for the Participants while maintaining safety and liquidity. FLCLASS is managed to comply with the specific requirements of Florida law, particularly the laws applicable to the investment of Participants' funds.

FLCLASS will seek to maintain an 'AAAm' rating from Standard & Poor's Ratings Services. Standard & Poor's fund ratings are based on analysis of credit quality, market price exposure, and management. According to Standard & Poor's rating criteria, the 'AAAm' rating signifies excellent safety of invested principal and a superior capacity to maintain a $1.00 per share net asset value. However, it should be understood that the rating is neither a "market" rating nor a recommendation to buy, hold or sell the securities.

FLCLASS INVESTMENTS

INVESTMENT OBJECTIVES

FLCLASS provides a professionally managed investment program for local governments. The general objective of FLCLASS is to generate additional investment income for the Participants while maintaining safety and liquidity.

The purpose of FLCLASS is to offer a safe, convenient and liquid investment option to Florida governmental entities. By utilizing economies of scale and professional investment management, FLCLASS will seek to generate competitive market returns in a manner that will provide for the safety of principal while meeting the liquidity needs of the Participants.

The primary investment objectives of FLCLASS in order of priority are:

SAFETY: FLCLASS will minimize risks by managing the portfolio in a manner which emphasizes the preservation of principal while maintaining a stable net asset value.

LIQUIDITY: FLCLASS provides daily liquidity to Participants of the program. Portfolio maturity and duration parameters are established to provide for the liquidity needs of the Participants.

TRANSPARENCY: FLCLASS will ensure transparency by allowing Participants to efficiently obtain portfolio and account information and will offer dedicated client service support with an easy to use technology platform.

COMPETITIVE RETURNS: FLCLASS's goal is to provide competitive returns for its Participants while adhering to the primary objectives of Safety and Liquidity. The FLCLASS investment policy and guidelines establish the policies, procedures, and strategies to assure that these objectives are met.

ELIGIBLE INVESTMENTS

FLCLASS may only be invested in a manner that is permitted pursuant to the laws of the State of Florida and Florida's Investment of Local Government Surplus Funds Act, Florida Statutes, Chapter 218.415. Furthermore, investments will be made in accordance with the Trust's own investment policy which is structured to meet Standard & Poor's investment guidelines needed to achieve and maintain the highest attainable rating for a Local Government Investment Pool, 'AAAm', which include investments authorized under Section 218.415(16), Florida Statutes. Visit www.flclass.com for a copy of the complete FLCLASS Investment Policy.

PROHIBITED INVESTMENTS
No funds of FLCLASS may be invested in the following or in any other type of investment prohibited by Section 218.415(16), Florida Statutes or other applicable law:

(a) Asset backed commercial paper securities that are classified as structured investment vehicles (SIV), collateralized debt obligations (CDO), structured arbitrage vehicles (SAV) or extendible commercial paper.

(b) Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal.

(c) Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest; and

(d) Collateralized mortgage obligations.

(e) Derivatives

INVESTMENT RESTRICTIONS

The Trust's investments are subject to the restrictions listed below:

May not make any investment other than investments authorized by the Interlocal and the Investment Policy, as the same may be amended from time to time.

May not borrow money or incur indebtedness whether or not the proceeds thereof are intended to be used to purchase Permitted Investments, except as a temporary measure to facilitate withdrawal requests which might otherwise require unscheduled dispositions of portfolio investments and only as and to the extent permitted by law.

May not make loans, provided that the Trust may make Permitted Investments (which may include securities lending).

May not hold or provide for the custody of any Investment Property in a manner not authorized by law or by any institution or Person not authorized by law; and

May not purchase securities or shares of investment companies or any entities similar to FLCLASS.

INVESTMENT RISKS

FLCLASS Participants should specifically consider, among other things, the following risks before making a decision to purchase shares of FLCLASS. The following summary does not purport to be comprehensive or definitive of all risk factors.

INTEREST RATE RISKS:
The prices of the fixed income securities in which FLCLASS will invest rise and fall in response to changes in the interest rates paid by similar securities. Generally, when interest rates rise, prices of fixed income securities fall. However, market factors, such as demand for particular fixed income securities, may cause the price of certain fixed income securities to fall while the price of other securities rise or remain unchanged. Interest rate changes have a greater effect on the price of fixed income securities with longer maturities. The investment manager will seek to manage this risk by purchasing short-term securities.

CREDIT RISKS:
Credit risk is the possibility that an issuer of a fixed income security held by FLCLASS will default on the security by failing to pay interest or principal when due. If an issuer defaults, FLCLASS will lose money. The investment manager of FLCLASS will seek to manage this risk by purchasing high quality securities.

STABLE NET ASSET VALUE RISKS:
Although the investment manager attempts to manage the Trust such that it maintains a stable Net Asset Value (NAV) of $1.00 per share, there is no guarantee that it will be able to do so. FLCLASS is not registered under the Investment Company Act of 1940 or regulated by the Securities and Exchange Commission.

FLCLASS ORGANIZATIONAL STRUCTURE

PARTICIPANTS
FLCLASS is open to all governmental entities within the State which include, but are not limited to, the following and the officers thereof: any State agency, county, municipality, school district, special district, clerk of the circuit court, sheriff, property appraiser, tax collector, supervisor of elections, authority, board, public corporations, quasi public authorities or any

other political subdivision of the State. FLCLASS is an authorized investment as an intergovernmental investment pool under Florida Statutes Section 218.415 and was created by the Interlocal by and among Florida public agencies as described in Section 163.01, Florida Statutes, as amended.

Each Participant shall have the right to invest funds for credit to such Participant's account. There is no minimum amount that must be invested, nor is there any limitation on the aggregate amount of funds that any Participant may invest at one time. Similarly, each Participant has the right from time to time to request payment of an amount equal to or less than the amount of funds in the Participant's account. Subject to meeting the daily times for giving notice, which may be adjusted by the Administrator, there is no limitation on the period of time that funds may be invested through the Trust prior to such payment. Upon receipt of any payment request, the Administrator notifies the Custodian of the payment request from a Participant and the requested amount is paid by the Custodian to, or on behalf of, such Participant not later than the next business day, subject only to certain calamities or crises that may affect the financial markets of the United States, as specified in the Interlocal.

Any Participant may withdraw from the Interlocal at any time without penalty upon written notice to the Administrator, who will notify the Custodian and the Board of Trustees upon receipt of such notice. The withdrawal becomes effective when the Participant's account is equal to zero. If any Participant breaches any material covenants contained in the Interlocal or if any of its representations cease to be true, it shall be deemed to have given notice of withdrawal.

Each Participant must designate a representative to act for the Participant under the Interlocal for all purposes, including the giving of consent on behalf of the Participant and receiving notice on behalf of the Participant.

BOARD OF TRUSTEES

Pursuant to the Interlocal, FLCLASS is governed by a Board of Trustees (the "Board"). The Board supervises the Trust and its affairs and acts as the liaison between the Participants, the Custodian the Administrator and all service providers. The Board administers the affairs of the Trust and enters into contracts and agreements on behalf of the Trust in order to effectuate the terms of the Interlocal.

Investments made on behalf of the Participants are subject to the overall direction of the program's Board. Initially, the number of Trustees shall be three (3) voting Trustees. The Board may expand the membership of the Board and set initial terms for each additional Trustee, provided, however, the number of Trustees shall always be an odd number, and shall not be less than three (3) at any given time. The Board approves the Trust's investment parameters, which must also fall within the investment stipulations mandated under Florida statutes for the investment of surplus funds of the Participants.

The Board shall appoint qualified Trustee representatives of the local government entity types that participate in FLCLASS. To that end, the Board shall strive to appoint at least one Trustee (but no more than four per category) from the following categories of Local Governments: Counties, Cities and Towns, School Districts, Special Districts and Other Public Entities.

INVESTMENT ADVISOR AND ADMINISTRATOR

Pursuant to an agreement with the Board, Public Trust Advisors, LLC ("Public Trust") serves as the Investment Advisor and Administrator of the Trust.

As Investment Advisor, Public Trust provides investment services to the Board. Public Trust is an investment advisory firm located in Orlando, Florida.

Public Trust is registered with the Securities and Exchange Commission as an investment advisor under the Investment Advisers Act of 1940.

As Administrator, Public Trust services all Participant accounts in the Trust, determines and allocates income of the Trust, provides certain written confirmation of the investment and withdrawal of funds by Participants, provides administrative personnel and facilities to the Trust, determines the NAV of the Trust on a daily basis, and performs all related administrative services for the Trust. At least quarterly, the Administrator provides the Board with a detailed evaluation of the performance of the Trust based upon a number of factors. This evaluation includes a comparative analysis of the Trust's investment results in relation to industry standards, such as the

performance of comparable money market mutual funds and various indices of money market securities.

CUSTODIAN

Wells Fargo Bank, N.A. serves as Custodian for FLCLASS pursuant to a Custodian Agreement with the Board. Wells Fargo Bank, N.A. acts as safekeeping agent for FLCLASS's investment Portfolio(s) and serves, in accordance with the statutes of the State, as the depository in connection with the direct investment and withdrawal mechanisms of FLCLASS. Wells Fargo does not participate in the Trust's investment decision-making process.

The Custodian shall hold the Investment Property in its capacity as Custodian for the collective benefit of each of the Participants. The Investment Property shall be custodial property of the Custodian and shall not be, or be deemed to be, an asset of the Custodian. Each Participant has an individual beneficial interest in the Investment Property to the extent of such Participant's balance.

The Custodian shall acknowledge in the Custody Agreement that records concerning the Investment Property shall be maintained by the Administrator and that such records shall conclusively determine the interests of each Participant in the Investment Property.

LEGAL COUNSEL

Greenberg Traurig, P.A. serves as legal counsel to FLCLASS.

Greenberg Traurig, P.A.
450 South Orange Avenue, Suite 650
Orlando, FL 32801

INDEPENDENT AUDITORS

CliftonLarsonAllen, LLP will serve as independent certified public accountants to audit the annual Financial Statements of FLCLASS. The audit contains statements of assets and liabilities, of operations and of changes in net assets. The opinion of the independent certified public accountant on such financial statements is based on an examination of the books and records of FLCLASS made in accordance with generally accepted accounting principles (GAAP).

ACCOUNT ACTIVITY

HOW TO OPEN AN ACCOUNT

Any eligible Florida unit of local government may join FLCLASS as a Participant to utilize the investment program.

After reviewing the Interlocal and Information Statement, simply complete the FLCLASS Registration Packet which can be located in the document center at www.flclass.com.

Please email all completed forms, along with a copy of the entity's investment policy, to info@flclass.com or send them via mail to the following address:

FLCLASS Client Services
c/o Public Trust Advisors, LLC
4767 New Broad Street
Orlando, FL 32814

PARTICIPANT TRANSACTIONS

In order to become and remain a Participant, an entity must maintain a minimum account balance of $1.00. Participants may have more than one account.

CONTRIBUTIONS

Investments may be made by Automated Clearing House (ACH) transfer or wire transfer. Investments (contributions) received by the Trust by 3:00 p.m. EST will be invested along with the other funds in the portfolio. Funds received after 3:00 p.m. will be invested overnight by the Trust's Administrator in the Trust's interest bearing bank account at Wells Fargo.

REDEMPTIONS

Withdrawals from FLCLASS may be made via ACH or wire transfer. Requests for withdrawal from accounts with pre-established wire instructions will be honored on a same-day basis if received prior to 3:00 p.m. Special wire transfer requests are available only with written documentation.

There is no maximum or minimum amount that must be invested in FLCLASS pursuant to the Interlocal nor is there any maximum or minimum limitations on the aggregate amount of the Investment Funds that any Participant may have invested at any one time with FLCLASS.

The Administrator shall determine, with the consent of the Board, when an event occurs which entitles the Custodian to temporarily suspend or postpone a Participant's right to withdrawals which may be for the whole or any part of any period (i) during which trading in securities generally on the New York Stock Exchange or the American Stock Exchange or over-the-counter market shall have been suspended or minimum prices or maximum daily charges shall have been established on such exchange or market, (ii) a general banking moratorium shall have been declared by Federal, State or the State of New York authorities or (iii) there shall have occurred any outbreak, or material escalation, of hostilities, or other calamity or crisis, the effect of which on the financial markets of the United States is such as to make it impracticable (a) to dispose of the Investment Property because of the substantial losses which might be incurred or (b) to determine the Investment Property Value in accordance with the Valuation Procedures.

PORTFOLIO TRANSACTIONS

Subject to the general supervision of the Board, the Investment Advisor is responsible for placing the orders for portfolio transactions. The Trust's portfolio transactions occur only with broker dealers acting as principals, except for commercial paper transactions which may be placed directly.

Although the Trust does not ordinarily seek but nonetheless may make profits through short-term trading, the Investment Advisor may, on behalf of the Trust, dispose of any portfolio investment prior to its maturity if such disposition is advisable. The Trust's policy of investing in instruments with maturities of less than two years will result in high portfolio turnover. However, since brokerage commissions are not paid on the types of investments, which the Trust may invest, any turnover resulting from such investments does not adversely affect the net asset value or net income of the Trust.

The Investment Advisor seeks to obtain the best net price and the most favorable execution of orders for the purchase and sale of portfolio securities. Portfolio investments will not be purchased from or sold to the Investment Advisor and Administrator, the Custodian or any Trustee, or any affiliate, officer, director, employee or agent of any of them.

DETERMINATION OF NET ASSET VALUE

The Administrator determines the net asset value of the shares of the portfolio as of the close of business of each day. The net asset value per share of the portfolio is computed by dividing the total value of the securities and other assets of the portfolios, less any liabilities, by the total outstanding shares of the portfolios. Liabilities, which include all expenses and fees of the Trust, are accrued daily.

For the purpose of calculating the portfolio's net asset value per share, the securities held by the portfolio are valued as follows: (1) securities for which market quotations are readily available are valued at the most recent bid price or yield equivalent as obtained from one or more market makers for such securities; (2) all other securities and assets are valued at fair market value determined in good faith.

The result of this calculation is a share value, which is rounded to the nearest penny. Accordingly, the price at which portfolio shares are sold and redeemed will not reflect net realized or unrealized gains or losses on portfolio securities which amount to less than $.005 per share. The Trust will endeavor to minimize the amount of such gains or losses. However, if net realized and unrealized gains or losses should exceed $.005 per share, a portfolio's net asset value per share will change from $1.00 or be maintained at $1.00 per share by retention of earnings or the reduction, on a pro rata basis, of each Participant's shares in the event of losses, or by a pro rata distribution to each Participant in the event of gains.

It is a fundamental policy of the Trust to maintain a net asset value of $1.00 per share, but for the reasons herein stated there can be no assurance that the net asset value will not vary from $1.00 per share. The net asset value per share of the Trust may be affected by general changes in interest rates resulting in increases or decreases in the value of the securities held by the Trust. The market value of such securities will vary inversely to changes in prevailing interest rates. Thus, if interest rates have increased from the time a security was purchased, such security, if sold, might be sold at a price less than its cost. Similarly, if interest rates have declined from the time a security was purchased, such security, if sold, might be sold at a price greater than its cost. If a security is held to maturity, no loss or gain is normally realized as a result of these fluctuations.

COMPUTATION OF YIELDS

The Trust quotes a daily and seven-day average yield for the portfolio in reports and information published by the Trust. To obtain the daily yield, a daily yield factor is first calculated. The factor is the net income for that day divided by the number of shares outstanding. The factor is then multiplied by 365 (366 in a leap year) to produce the daily yield. The seven-day average yield is obtained by averaging the daily yield for seven identified, consecutive days. The Trust may also quote its yield from time to time on other bases for the information of its Participants.

The yields quoted from time to time should not be considered a representation of the yield of the Trust in the future since the yield is not fixed. Actual yields will depend not only on the type, quality and maturities of the investments held by the Trust and changes in interest rates on such investments, but also on changes in the Trust's expenses during the period.

Yield information may be useful in reviewing the performance of the Trust's portfolios and for providing a basis for comparison with other investment alternatives.

DAILY INCOME ALLOCATIONS

All net income of the portfolio is determined as of the close of business each day (and at such other times as the Board may determine) and is credited immediately thereafter pro rata to each Participant's account. Net income which has thus accrued to the Participants is converted as of the close of business of each day into additional shares which are thereafter held in each Participant's account. Reinvested net income is converted into full and fractional shares at the rate of one share for each one-dollar credited.

Net income for the portfolio each day consists of: (1) all accrued interest income on assets of the portfolio; plus or minus (2) any amortized purchase discount or premium; less (3) accrued expenses.

REPORTS TO PARTICIPANTS

ANNUALLY: The Administrator shall prepare or cause to be prepared at least annually a report of operations containing a statement of the Investment Property and the Investment Property Liabilities, statements of operations, and of net changes in net assets prepared in conformity with generally accepted accounting principles consistently applied. Additionally, an opinion of an independent certified public accountant on such financial statements based on an examination of the books and records of the Participants' Accounts, maintained by the Administrator with respect to the Investment Property.

MONTHLY: Subsequent to the end of each month, the Administrator shall prepare and submit, to each Participant, a statement disclosing any activity and a closing balance in each of its accounts for such month. Additionally, the Administrator, upon the request of a Participant shall furnish to the Participant a statement of such Participant's Balance as of the date of such request, subject only to account activity on such date.

ADDITIONAL FLCLASS INFORMATION

INTERNAL CONTROLS

Per Section 218.409(2), Florida Statutes, the Administrator is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of FLCLASS are protected from loss, theft or misuse. The Administrator shall establish a system of internal controls, which shall be documented in writing. The internal controls shall be reviewed by the Board of Trustees, where applicable, and with the independent auditor. The controls shall be designed to prevent the loss of public funds arising from fraud, employee error, misrepresentation by third parties, or negligent actions by employees and officers of the Administrator.

NAV DEVIATION POLICY

FLCLASS is a local government investment pool with a portfolio that operates similar to a registered money market fund with the objective of maintaining a net asset value (NAV) of $1.00 per share. NAV deviations can occur due to changes in market interest rates, funds flowing into or out of the portfolio, gains or losses on the investments held in the portfolio, or unforeseen credit events for a security held in the portfolio. The NAV is calculated on a daily basis by dividing the net assets of the portfolio by the number of outstanding shares of the portfolio.
The Administrator will obtain independent prices for each security in the portfolio on a daily basis to prepare a mark-to-market assessment of the difference between

the amortized cost and market value of each holding. In cases where the price of a security is difficult to obtain, the Administrator must solicit a minimum of two dealer bids for that security. If the NAV calculation results in a deviation of 0.15 percent, or 15 basis points, the Administrator will promptly notify the Chairman of the Board to recommend what action, if any, is being taken to stabilize the NAV, and maintain the fund objectives of capital preservation and liquidity. The agreed upon plan will be documented in writing.

If the NAV calculation results in a deviation of 0.25 percent, or 25 basis points, the Administrator will consult with the Chairman of the Board on a daily basis to determine what action, if any, should be initiated to remedy the NAV deviation within 5 business days of such occurrence. If the NAV deviation cannot be remedied within one week, the Administrator will inform Standard & Poor's of the NAV deviation. The agreed-upon plan of action will be documented in writing.

If the NAV calculation results in an actual deviation of 0.50 percent, or 50 basis points, the Board and the Administrator will determine the appropriate course of action including but not limited to (a) notification to Participants, (b) temporarily halting redemptions and subscriptions and (C) determining fund liquidation procedures, if deemed appropriate. If at any time the Administrator believes the extent of the NAV deviation from the portfolio's amortized cost value may result in a material dilution or other unfair results to the existing Participants' beneficial interests, the Administrator shall take such action as deemed appropriate to eliminate or reduce to the extent reasonably practicable such dilution or unfair results.

FLCLASS EXPENSES

Public Trust, the Administrator and Investment Advisor, is responsible for payment of the costs of operation of the Trust, including, but not limited to, Administrator and Investment Advisor fees, Custodian fees, operations and marketing expenses. Included in the costs paid by Public Trust are certain amounts, which are agreed to each year for the payment of Trustee expenses, legal expenses and audit expenses. If the actual cost for the total of those items exceeds the amount agreed to annually, Public Trust and the Board will negotiate a fair and equitable allocation of the excess cost. Any expenses incurred by the Trust in excess of the fee paid to Public Trust are apportioned on a pro rata basis to the portfolio.

FLCLASS FEES

For the performance of its obligations set forth in the Program Administrative and Investment Advisor Services Agreement (the "Administrator Agreement"), the Administrator will charge a fee from the Investment Property Value (the "Daily Fee"). This Daily Fee will accrue on a daily basis and be paid monthly in arrears and prorated for any portion of the month in which the Administrator Agreement is in effect. The Daily Fee shall be calculated as follows: The Investment Property Value is multiplied by the Applicable Fee Rate and is divided by 365 or 366 days in the event of a leap year to equal the Daily Fee accrual. The Investment Property Value shall be based on the current day's shares outstanding. For weekend days and holidays, the shares outstanding for the previous business day will be utilized for the calculation of fees. The Applicable Fee Rate shall be determined by the Administrator monthly on the first business day of each month and shall be at an annual rate equal to up to fifteen (15) basis points. The Administrator is authorized to debit the applicable monthly fee amount within five (5) business days after the end of such month. All payment records and invoices will be presented at each subsequent meeting of the Board. Fees may be waived or abated at any time, or from time to time, at the sole discretion of the Administrator. Any such waived fees may be restored by the written agreement of the Board.

DISCLAIMER

Any financial and/or investment decision should be made only after considerable research, consideration and involvement with an experienced professional engaged for the specific purpose. Past Performance is no guarantee of future results. Any financial and / or investment decision may incur losses.

For fully detailed FLCLASS operating rights and responsibilities refer to the FLCLASS Interlocal Agreement.

FLORIDA OFFICE

Public Trust Advisors, LLC
4767 New Broad Street
Orlando, Florida 32814
Phone (407) 514-2727

ONLINE

www.flclass.com
info@flclass.com

3/15

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 12A
Meeting Date: 5/23/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager JB

FROM: Patricia Roebling, Assistant City Manager, Administrative Services / City Engineer

Agenda Item: Motion: Contract #20140065 Amendment #2, Merchant Services for Utility Billing, Interactive Voice Responder (IVR) - (Request for Additional Information – April 25, 2016, Agenda item #13B)

Submittal Date: 5/16/2016

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

BACKGROUND: This item is a revised resubmittal of the 4/25/16 City Council agenda item #13B with the additional information provided.

ANALYSIS: See attached.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: Reviewed by Ella Gilbert on 4/13/16 and approved as to form.

STAFF RECOMMENDATION: Waive the bidding, good cause shown, Chapter 35.04 (C), approve Amendment #2 to Contract #20140065, Merchant Card Services for Utility Billing, with Paymentus Corporation, a continuing agreement, to add the Interactive Voice Responder (IVR) System, for a one time set up fee of $21,250.00 and an annual fee of $35,000.00 for a first year total of $56,250.00. Also, approve the purchase of Over-the-Counter or Shuttle Mobile Encrypted Swipe Devices at $150.00 each as needed.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 5/23/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: Memorandum from Donna Rhoden, Deputy Utility Systems Director, Revised Contract Amendment, Previous Agenda Item 13B (meeting of 4/25/16)

INTEROFFICE MEMORANDUM

TO: Patricia Roebling, PE, Assistant City Manager – Administrative Services/City Engineer

FROM: Donna M. Rhoden, Deputy Utility Systems Director JP for DR

SUBJECT: Addition Information Regarding the Paymentus Interactive Voice Recognition (IVR) System and Other Paymentus Features

DATE: May 12, 2016

The following is offered as a follow-up to questions and comments offered by the City Council during the April 25, 2016 meeting. It should be noted that the Utility's focus for that meeting was on the need to reduce inbound call wait times and improving the payment by phone process by offering a secure Payment Credit Card (PCI) payment feature via use of an IVR system, and speeding up the in-office credit card payment process via the use swipe technology.

Paymentus Omni Channel platform: The $56,250 contract amendment for Paymentus that was presented for Council consideration during the April 25th does encompass the features of the Paymentus Omni Channel platform.

1. MobileWEB services:

   a. The Paymentus MobileWEB would give customers "the simplicity of responsive mobile web pages that deliver the same browser experience on any size screen – laptop, tablet, or smartphone" without the user having to pinch, squeeze, or stretch the device screen.

      i. A Uniform Resource Locator (URL) address for the Paymentus MobileWEB site can be bookmarked on the customer's device for easy future reference and access.

      ii. The MobileWEB systems includes a "my wallet" feature which allows customers to enter and store multiple credit card numbers and related expiration data as well as eCheck account information. This would give customer options on using Visa one month, MasterCard, another month, etc. without having to repeatedly enter all the credit card or checking account data each month (tokenization function).

      iii. MobileWEB would ultimately replace the Infinity.Link feature the Utility currently uses. A more friendly Infinity.Link function will not be available until the City converts its CIS billing system to CIS Version 4 version that is under development and not available at this time. When the City is ready to convert to CIS Version 4, the currently estimated conversion cost is $125,000; however, we are many months, if not a year or more, away from being able to do the conversion.

iv. Paymentus will help guide the City with customer outreach via City website updates, bill stuffers, etc. to inform customers about changes in the appearance of our payment site, how to pay from phone, tablet, or PC, etc.

2. MobileAPP: An APP is currently available from ITunes or Google Play, but it is believed the MobileWeb feature might eliminate the need for an APP. The MobileWeb system highlighted above would also be available for the MobileAPP should the City elect to also offer an APP option.

3. Pay-By-Text: Customers can opt to receive a text bill notice directly from Paymentus, not the City. The customer can elect to "pay now" via credit card information they are responsible for entering, or they can ignore the message and use another payment method. Pay-by-text options are popular with a younger population. It is important to note that the text would not be a proactive message sent by the City.

4. Interactive Voice Recognition (IVR) phone system:

   a. The inbound IVR call function is projected to reduce the Utility's call traffic by as much as 30% (a reduction of nearly 2,000 calls per month).

   b. It will offer customers the ability to directly dial into a PCI compliant IVR payment system 24/7, or for staff to quickly direct calls into that system so that customers can make a payment in a secure environment.

      i. The first option on the voice recording will be an offer to select the payment option

      ii. Callers will be able to hear messages in both English and Spanish. Additional languages are available for an upcharge.

      iii. Answers to Frequently Asked Questions can be recorded as one of the "push # ___ to select" options

   c. The outbound call feature will call customers prior to their scheduled disconnect date. Customers will be given an option to "pay now." The outbound function is project to reduce delinquent account shut offs by as much as 50%. The potential to reduce the number of monthly shut offs by as many as 500 per month will result in a significant savings in manpower and other operating costs.

   d. The IVR system will be thoroughly tested and staff will be well trained before it is put into service. In addition, customers will be educated via messages on bills, City website updates, etc. prior to its implementation.

5. In-office credit card payments: The Customer Service office has had to manually enter credit card numbers in for in-office payment process for the past two years (since going live with the CIS billing system). The use of credit card swipe technology will bring the Customer Service office into PCI compliance.

A cost comparison is very difficult to provide because of the far differing ways utilities offer "merchant services" and how Paymentus is paid. For example, the Kissimmee Utility Authority (KUA) allows its customers to be directly charged a $4.95 service fee by Paymentus every time they make a credit card payment online, by phone, or in the office. By contrast, in accordance with the City's existing merchant services agreement, Paymentus earns fees totaling 1.750% on credit card payments, 0.350% on debit card payments, $0.55 per eCheck payment, plus $0.35 per transaction.

Finding other vendors whose products and platforms are comparable is another stumbling block in providing a cost comparison. Invoice Cloud is a close match for services provided, but it does not allow for outbound IVR calls, an important feature of the Paymentus IVR system we propose to offer our customers. It also does not offer a Mobile APP.

Features	Paymentus	Bill Trust	Invoice Cloud
Real time payment API	x		x
IVR – outbound calls	x		
IVR – inbound payments	x	x	x
IVR – tokenization	x		x
Mobile app	x		
Mobile friendly – web portal	x	x	x
Online - tokenization	x		x
Online – quick pay	x	x	x
Online – bill view	x	x	x
Texting – notifications and payment options (texts would not be sent by the City)	x		x

Attached is a spreadsheet summarizing telephone surveys conducted with other utilities regarding their experience with the Paymentus IVR system. Information related to the Northern Kentucky Water District's recent implementation of the Paymentus MobileWEB and MobileAPP is also attached.

The final attachment is a revised copy of Contract #20140065 Amendment #2 that now clearly denotes the fact the Paymentus Omni Channel platform is included (page 5).

If you have questions or need additional information, please let me know. Otherwise, your assistance in forwarding this information for consideration at the May 23, 2016 City Council meeting will be appreciated.

Attachments

c: Daniel Holbrook, Assistant City Manager – Community Development
Jesus A. Merejo, Utility Systems Director
Cheryl Shanaberger, MPA, CPPO, Procurement Management Director
Customer Service Supervisory Team

Other Utilities using IVR with Paymentus

Questions	Northern Kentucky Water District	Pace Florida Water System	Greenville Water (NC)	Kissemmee Utility Authority
Is your IVR thru Paymentus?	Yes	Yes	Yes	Yes
How do your customers like the IVR System?	Yes	Yes	No complaints, 100-200 payments are made thru the IVR daily	Yes, it has increased payments
Would you recommend it?	Overall, yes	Yes, highly recommend it	Yes	Yes, it is a reasonable system
Since implementing, how has your Customer Service been affected?	Call volume has decreased	Phone calls have significantly reduced	Call volume has dropped	Lower hold times
Is your menu flow efficient?			Yes, asks which language and sends you thru to make a payment	First time users, no. After the first time it is easier since it stores credit card info
Have there been any glitches since implementation?	IVR, No. Paymentus online has had issues (see notes below)	No glitches, handful of customers have expressed they do not like it	No, very smooth transition	No
How did you get ready for implementation?	Sent email to all customer's registered in current online portal letting them know of that they would have to re-register with Paymentus		Not much preparation was necessary	Had to send Payments a list of customers who are restricted from paying by CC
Has the system improved your call volume and hold times?	Yes	Yes	Yes	Yes
How long have you used IVR?	2004 - IVR (Started as Teleworks which was absorbed by Paymentus) Feb 2016 - Paymentus Online Portal & Mobile	2014	2010	
NOTES	Implementation to Paymentus online and mobile was rushed due to Kentucky's contract with prior credit card processor expiring. They would have liked more time for implementation. They still currently have issues because of the rush. Customers are unable to receive an e-bill or view a copy of the bill online at this time.	Have been using Payments mobile app for about 6 months, very user friendly. They have about 15,000 customers. For the month of March, 3,228 customers paid online, 677 paid with the IVR, and 265 are currently using the mobile app.	Recently started using IVR outbound to alert customers about high consumption meter readings, and when turn ons are scheduled	KUA uses IVR for CC payments only. If paying by E-Check, system sends them to a different system created in-house. KUA is exploring using Payments online and mobile

CURRENT OPERATIONS VS. PAYMENTUS

	City of Port St. Lucie - Current Operations	Paymentus Options	** Northern Kentucky Water District
PAYMENTS			
Credit Cards by Phone - Manually enterned by Rep	Yes	N/A	N/A
Credit Cards by Phone - Automated (IVR)	No	Yes	29% of Payments
Online - By E-Check or Credit Card	Yes	Yes	41% of Payments
Mobile - App	No	Yes	3% of Payments
Mobile - Web	Yes*	Yes	Yes - (Included in Online %)
Credit Cards in Office	Yes	Yes	27% of Payments

* Our current payment website is not considered "Mobile Friendly" but customers are able to use the pinching and zooming method to make a payment on a mobile device.

** Northern Kentucky Water District serves 81,000 customers. They also use the CIS Advanced Utility System (12 years). They have been using an IVR system for about 12 years (started with Teleworks which was absorbed by Paymentus). Went live with Paymentus online payment portal and mobile February 2016.

Contract #20140065 Amendment # 2

Contract #20140065 Amendment # 2 Date:

Contract Title: Merchant Services for Utilities Finance
Amendment #2, adds Interactive Voice Response telephone system

Contractor's Name: Paymentus Corporation, a Delaware Corporation

Current Expiration: Continuing

Total Amendment #2: $56, 250.00

The following modifications to the Terms and Conditions contained in Contract # 20140065 between Paymentus Corporation (formerly TWI Payment Processing Services), Contractor, dated May 12, 2014 and the City of Port St. Lucie, Client or City, are hereby incorporated and made a part of that Contract.

The start date of Amendment #2 is May 1, 2016 and shall continue until either party terminates the agreement providing a ninety (90) day written notice of termination.

1. Termination of Amendment #1 effected May 31, 2016.

2. This Amendment adds an additional Scope of work to furnish all materials, equipment, and labor to provide a Interactive Voice Response telephone system (IVR) for the Utility Billing division of the City's Utilities Department.

3. 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 and Amendment. 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. Contractor and sub-contractors shall comply with § 119.0701, Fla. Stat. (2013). The Contractor and sub-contractors are to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this Contract and Amendment, 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).

4. RECORDS

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

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

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

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

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

3. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under this Contract include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.

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

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

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

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

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

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

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

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

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

6. All other terms and conditions of the original contract apply, and this Amendment shall prevail in any conflict between the documents.

7. Compensation is as follows:

   The City shall pay 50% set-up fees at the start date, May 1, 2016, of this Contract Amendment in an amount of $10,625.00. The City will pay the remaining set-up fees in the amount of $10,625.00 after implementation and City has approved all Scope of Work as being completed to the City's expectations and system is active. The City will pay 100% subscription fee in the amount of $35,000.00 once implementation is completed, system is active, Scope of Work is completed in full and City has accepted and approved project. The City shall pay the annual subscription fee of $35,000.00 each anniversary from the 1st payment for the subscription.

   Outbound notification includes 20,000 messages per calendar year: the City shall be invoiced for additional messages at $0.15 per message. Paymentu's monthly invoices shall provide the outbound notifications that have been sent.

Paymentus Solution/Service	Paymentus Service Fee
Encrypted Swipe Devices • **IDTECH SecureMag™ Over-the-Counter or Shuttle™ Mobile Encrypted Swipe Device**	**$1,500 One-time Set-up Fee (Waived)** **$150 per device, plus Shipping and Handling**

Paymentus IVR / Outbound Customer Notifications	

• **IVR / Automated Phone Payments**
  ○ **Easy-to-use, rapid payment service allows customers to hear their balance and make a payment in under two minutes**
• **Outbound Customer Notifications**
  ○ **Deliver payment reminders and other time-critical notifications by phone & email; proven to reduce delinquencies by 50%**	

Setup Fees	**$7,500.00 One Time Fee for IVR Phone payment System**
Hardware/Software	**$0.00**
Annual Subscription Fees	**$35,000.00 IVR Phone Payment System and Outbound Notification System**
Annual Maintenance/Support Fees	**$0.00**
Optional Automated Outbound Voice Calling – One Time Set Up Fee	**(WAIVED)**
***Infinity.Teleconnect* Application Programming Interface ***	**$5,000.00 One-time Fee**
***Infinity.Teleconnect* 50 hours *Advanced Programming ($175.00 per hour)**	**$8,750.00 One-time Fee**

- **Outbound notifications Includes 20,000 messages; each additional message is $0.15 per message**
- *** Fee is a direct pass through to Harris**

Paymentus shall implement the Enhanced Paymentus Responsive/"Omni-Channel" One-time Payment Portal and Customer Portal with twelve (12) months of rolling e-Bill Presentment. The below items are included without additional fees:

Item	Detail
Enhanced Customer Portal	Pamentus will configure and implement the Enhanced Customer Portal
Responsive One-time Pay Portal To include Mobile Payment Experience	Paymentus will configure and implement the Responsive One-time Pay Portal with "Save Payment Method" feature enabled.
Enhanced e-Bill Presentment & Notification	Paymentus will configure and implement e-Bill Presentment, via the Customer Portal, with twelve (12) months of rolling data.

8. All Terms and Conditions of the original contract shall apply except those modified by this and preceding Amendments.

Balance of Page Left Blank

IN WITNESS WHEREOF, the parties have executed this contract at Port St. Lucie Florida, this day_____ and year 2016.

CITY OF PORT ST. LUCIE FLORIDA

By: _____
City Manager

By:_____
Authorized Representative of Paymentus Corporation

State of:_____

County of:_____

Before me personally appeared: _____
(please print)

Personally known _____

or Produced Identification: _____
(type of identification)

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

WITNESS my hand and official seal, this _____ day of _____, 2016.

_____
Notary Signature

Notary Public-State of _____ at Large

My Commission Expires _____.

(*seal*)

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 13B
Meeting Date: 4/25/16

TO: Mayor and City Council

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

FROM: Cheryl Shanaberger, MPA, CPPO
Procurement Management Department

Agenda Item: Motion: Contract #20140065, Amendment #2, Merchant Services for Utility Billing, Interactive Voice Responder (IVR)

Submittal Date: 4/15/2016

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

BACKGROUND: One of the Utility's goals since assuming responsibility for the Customer Service and Billing Divisions in mid-2015 has been to reduce inbound call wait times and improve the overall service experience for customers. Implementation of the systems outlined below is intended to enhance the level of service we provide callers and walk in customers. During the first four months of FY 2015-16, the Utility's Customer Service phone lines have averaged 250 incoming calls per day with high call days exceeding 450. Callers can experience "on hold" times of as much as ten or more minutes. In addition, an average of 192 customers per day have used walk in counter services at City Hall. Staff suggest the use of an Interactive Voice Response (IVR) telephone system that is designed to handle and service high volumes of incoming calls. The purpose of this project is to implement the use of the IVR system offered by Paymentus which Staff believes will reduce the longer than acceptable "on hold" times our customers sometimes experience and will provide more payment options. The IVR system will allow outgoing telephone calls to be made to remind customers that their bill is past due and they are subject to their service being disconnected on a certain date. During outbound calls, IVR will allow the customer to select an option to make a credit card payment by phone, thus reducing the potential for service to be disconnected for nonpayment. It is hoped the outbound

call feature will significantly reduce the nearly 1,000 same day or very next day disconnect/reconnects the Utility performs each month. Reducing the number of disconnects should also reduce the number of inbound calls from customers asking about how they can reconnect service and/or make reconnection credit card payments by phone. The Utility began accepting credit card payments by phone in July 2015, but the process is not automated and requires Customer Service reps to log into the City's site in the same manner the customer could do from their home computer or smart phone. With the current payment by phone process, the customer must share their credit card number with City staff. The IVR system will provide an option so that when a customer calls the Customer Service Division and wants to make a payment by phone, the Customer Service Representative can transfer the customer directly into the IVR system, thus allowing the customer to make the payment by phone in a more secure environment. It will greatly reduce the time pay by phone customers spend on the phone with a city staff member and it will free the staff members to respond more quickly to other customer calls. The interface link between the IVR system and the City's billing software (CIS), will allow CIS to mark the customer's account when an outbound call attempt was made to contact the customer. The interface will also allow the CIS software to track when a call was received, an answering machine picked up, or if no answer was made. The tracking of the calls will be retained and noted on the customers' account in the CIS billing software. In addition to the outbound call alerting customers of a potential service shut off for nonpayment, the IVR system will also allow the Utility Systems Department to send additional notices by phone to customers for matters such as line break alert, boil water advisories, etc. The Paymentus agreement also includes the credit card swipe feature. Currently the Customer Service Division can only process a customer's credit card payment by logging into the City's website in the same manner the customer could do from their home computer or smart phone. With the proposed Paymentus system, customers will be able to use a credit card swipe terminal at any CSR's work station. Providing the swipe terminals will significantly reduce the time it takes to process payments and will free staff to assist additional customers. **Project Description or Scope of Work:** The scope of work for IVR (Interactive Voice Response) will consist of the following: CIS will create an Interface file containing customer phone numbers, past due amounts, due dates, and a preselected message for each notice. Paymentus will work with the City's MIS Dept. to make a separate line for outbound voice calling. Paymentus will create the link to import the outbound file into their IVR system and set a day and time when each notice should be run. Paymentus will also create a link when customers enter their credit card information, this information is passed through the IVR system to Paymentus.

ANALYSIS: City Council on March 10, 2014 approved Contract #20140065 for Merchant Card Services for the Utility Department with TWI which is now Paymentus Corporation. Paymentus already has the existing data base and payment information, therefore, the addition of an IVR with this firm will maintain the integrity of the current system and provide customers an additional method of payment using the same format with a seamless transition. Staff recommends using the same

firm for this added feature to enhance the City's mission to "provide Exceptional Municipal Services that are Responsive to the community."

FINANCIAL INFORMATION: Project is budgeted in Utility Operating, Utility Billing

LEGAL INFORMATION: Reviewed by Ella Gilbert on 4/13/16 and approved as to form.

STAFF RECOMMENDATION: Waive the bidding, good cause shown, Chapter 35.04 (C), approve Amendment #2 to Contract #20140065, Merchant Card Services for Utility Billing, with Paymentus Corporation, a continuing agreement, to add the Interactive Voice Responder (IVR) System, for a one time set up fee of $21,250.00 and an annual fee of $35,000.00 for a first year total of $56,250.00. Also, approve the purchase of Over-the-Counter or Shuttle Mobile Encrypted Swipe Devices at $150.00 each as needed.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 4/25/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: Contract Amendment

*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
APR 15 2016
CITY MANAGER'S OFFICE

Contract #20140065 Amendment # 2

Contract #20140065 Amendment # 2 Date:

Contract Title: Merchant Services for Utilities Finance
Amendment #2, adds Interactive Voice Response telephone system

Contractor's Name: Paymentus Corporation, a Delaware Corporation

Current Expiration: Continuing

Total Amendment #2: $56, 250.00

The following modifications to the Terms and Conditions contained in Contract # 20140065 between Paymentus Corporation (formerly TWI Payment Processing Services), Contractor, dated May 12, 2014 and the City of Port St. Lucie, Client or City, are hereby incorporated and made a part of that Contract.

The start date of Amendment #2 is May 1, 2016 and shall continue until either party terminates the agreement providing a ninety (90) day written notice of termination.

1. Termination of Amendment #1 effected May 31, 2016.

2. This Amendment adds an additional Scope of work to furnish all materials, equipment, and labor to provide a Interactive Voice Response telephone system (IVR) for the Utility Billing division of the City's Utilities Department.

3. 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 and Amendment. 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. Contractor and sub-contractors shall comply with § 119.0701, Fla. Stat. (2013). The Contractor and sub-contractors are to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this Contract and Amendment, 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).

4. RECORDS

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

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

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

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

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

3. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under this Contract include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.

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

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

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

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

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

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

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Port St. Lucie, FL 34984
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ppr@cityofpsl.com

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

6. All other terms and conditions of the original contract apply, and this Amendment shall prevail in any conflict between the

7. Compensation is as follows:

   The City shall pay 50% set-up fees at the start date, May 1, 2016, of this Contract Amendment in an amount of $10,625.00. The City will pay the remaining set-up fees in the amount of $10,625.00 after implementation and City has approved all Scope of Work as being completed to the City's expectations and system is active. The City will pay 100% subscription fee in the amount of $35,000.00 once implementation is completed, system is active, Scope of Work is completed in full and City has accepted and approved project. The City shall pay the annual subscription fee of $35,000.00 each anniversary from the 1st payment for the subscription.

   Outbound notification includes 20,000 messages per calendar year: the City shall be invoiced for additional messages at $0.15 per message. Paymentus shall notify the City within ten (10) calendar days when outbound notifications have reached 19,500.

Paymentus Solution/Service	Paymentus Service Fee
Encrypted Swipe Devices • **IDTECH SecureMag™ Over-the-Counter or Shuttle™ Mobile Encrypted Swipe Device**	**$1,500 One-time Set-up Fee (Waived)** **$150 per device, plus Shipping and Handling**

Paymentus IVR / Outbound Customer Notifications

- **IVR / Automated Phone Payments**
  - **Easy-to-use, rapid payment service allows customers to hear their balance and make a payment in under two minutes**
- **Outbound Customer Notifications**
  - **Deliver payment reminders and other time-critical notifications by phone & email; proven to reduce delinquencies by 50%**

Setup Fees	**$7,500.00 One Time Fee for IVR Phone payment System**
Hardware/Software	**$0.00**
Annual Subscription Fees	**$35,000.00 IVR Phone Payment System and Outbound Notification System**
Annual Maintenance/Support Fees	**$0.00**
Optional Automated Outbound Voice Calling – One Time Set Up Fee	**(WAIVED)**
***Infinity.Teleconnect* Application Programming Interface ***	**$5,000.00 One-time Fee**
***Infinity.Teleconnect* 50 hours *Advanced Programming ($175.00 per hour)**	**$8,750.00 One-time Fee**

- **Outbound notifications Includes 20,000 messages; each additional message is $0.15 per message**
- *** Fee is a direct pass through to Harris**

IN WITNESS WHEREOF, the parties have executed this contract at Port St. Lucie Florida, this day_____ and year 2016.

CITY OF PORT ST. LUCIE FLORIDA

By: _____
City Manager

By:_____
Authorized Representative of Paymentus Corporation

State of:_____

County of:_____

Before me personally appeared: _____
(please print)

Personally known _____

or Produced Identification: _____
(type of identification)

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

WITNESS my hand and official seal, this _____ day of _____, 2016.

_____
Notary Signature

Notary Public-State of _____ at Large

My Commission Expires _____.

(*seal*)

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

COUNCIL ITEM DATE 12A 5/23/16

Agenda Item #: 13B
Meeting Date: 4/25/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager JB
Patricia Roebling, PE, Asst. City Manager - City Engineer
Jesus A. Merejo, Utility Systems Director

FROM: Cheryl Shanaberger, MPA, CPPO
Procurement Management Department

Agenda Item: Motion: Contract #20140065, Amendment #2, Merchant Services for Utility Billing, Interactive Voice Responder (IVR)

Submittal Date: 4/15/2016

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

BACKGROUND: One of the Utility's goals since assuming responsibility for the Customer Service and Billing Divisions in mid-2015 has been to reduce inbound call wait times and improve the overall service experience for customers. Implementation of the systems outlined below is intended to enhance the level of service we provide callers and walk in customers. During the first four months of FY 2015-16, the Utility's Customer Service phone lines have averaged 250 incoming calls per day with high call days exceeding 450. Callers can experience "on hold" times of as much as ten or more minutes. In addition, an average of 192 customers per day have used walk in counter services at City Hall. Staff suggest the use of an Interactive Voice Response (IVR) telephone system that is designed to handle and service high volumes of incoming calls. The purpose of this project is to implement the use of the IVR system offered by Paymentus which Staff believes will reduce the longer than acceptable "on hold" times our customers sometimes experience and will provide more payment options. The IVR system will allow outgoing telephone calls to be made to remind customers that their bill is past due and they are subject to their service being disconnected on a certain date. During outbound calls, IVR will allow the customer to select an option to make a credit card payment by phone, thus reducing the potential for service to be disconnected for nonpayment. It is hoped the outbound

call feature will significantly reduce the nearly 1,000 same day or very next day disconnect/reconnects the Utility performs each month. Reducing the number of disconnects should also reduce the number of inbound calls from customers asking about how they can reconnect service and/or make reconnection credit card payments by phone. The Utility began accepting credit card payments by phone in July 2015, but the process is not automated and requires Customer Service reps to log into the City's site in the same manner the customer could do from their home computer or smart phone. With the current payment by phone process, the customer must share their credit card number with City staff. The IVR system will provide an option so that when a customer calls the Customer Service Division and wants to make a payment by phone, the Customer Service Representative can transfer the customer directly into the IVR system, thus allowing the customer to make the payment by phone in a more secure environment. It will greatly reduce the time pay by phone customers spend on the phone with a city staff member and it will free the staff members to respond more quickly to other customer calls. The interface link between the IVR system and the City's billing software (CIS), will allow CIS to mark the customer's account when an outbound call attempt was made to contact the customer. The interface will also allow the CIS software to track when a call was received, an answering machine picked up, or if no answer was made. The tracking of the calls will be retained and noted on the customers' account in the CIS billing software. In addition to the outbound call alerting customers of a potential service shut off for nonpayment, the IVR system will also allow the Utility Systems Department to send additional notices by phone to customers for matters such as line break alert, boil water advisories, etc. The Paymentus agreement also includes the credit card swipe feature. Currently the Customer Service Division can only process a customer's credit card payment by logging into the City's website in the same manner the customer could do from their home computer or smart phone. With the proposed Paymentus system, customers will be able to use a credit card swipe terminal at any CSR's work station. Providing the swipe terminals will significantly reduce the time it takes to process payments and will free staff to assist additional customers. **Project Description or Scope of Work:** The scope of work for IVR (Interactive Voice Response) will consist of the following: CIS will create an Interface file containing customer phone numbers, past due amounts, due dates, and a preselected message for each notice. Paymentus will work with the City's MIS Dept. to make a separate line for outbound voice calling. Paymentus will create the link to import the outbound file into their IVR system and set a day and time when each notice should be run. Paymentus will also create a link when customers enter their credit card information, this information is passed through the IVR system to Paymentus.

ANALYSIS: City Council on March 10, 2014 approved Contract #20140065 for Merchant Card Services for the Utility Department with TWI which is now Paymentus Corporation. Paymentus already has the existing data base and payment information, therefore, the addition of an IVR with this firm will maintain the integrity of the current system and provide customers an additional method of payment using the same format with a seamless transition. Staff recommends using the same

firm for this added feature to enhance the City's mission to "provide Exceptional Municipal Services that are Responsive to the community."

FINANCIAL INFORMATION: Project is budgeted in Utility Operating, Utility Billing

LEGAL INFORMATION: Reviewed by Ella Gilbert on 4/13/16 and approved as to form.

STAFF RECOMMENDATION: Waive the bidding, good cause shown, Chapter 35.04 (C), approve Amendment #2 to Contract #20140065, Merchant Card Services for Utility Billing, with Paymentus Corporation, a continuing agreement, to add the Interactive Voice Responder (IVR) System, for a one time set up fee of $21,250.00 and an annual fee of $35,000.00 for a first year total of $56,250.00. Also, approve the purchase of Over-the-Counter or Shuttle Mobile Encrypted Swipe Devices at $150.00 each as needed.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 4/25/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: Contract Amendment

*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
APR 15 2016
CITY MANAGER'S OFFICE

Contract #20140065 Amendment # 2

Contract #20140065 Amendment # 2 Date:

Contract Title: Merchant Services for Utilities Finance
Amendment #2, adds Interactive Voice Response telephone system

Contractor's Name: Paymentus Corporation, a Delaware Corporation

Current Expiration: Continuing

Total Amendment #2: $56, 250.00

The following modifications to the Terms and Conditions contained in Contract # 20140065 between Paymentus Corporation (formerly TWI Payment Processing Services), Contractor, dated May 12, 2014 and the City of Port St. Lucie, Client or City, are hereby incorporated and made a part of that Contract.

The start date of Amendment #2 is May 1, 2016 and shall continue until either party terminates the agreement providing a ninety (90) day written notice of termination.

1. Termination of Amendment #1 effected May 31, 2016.

2. This Amendment adds an additional Scope of work to furnish all materials, equipment, and labor to provide a Interactive Voice Response telephone system (IVR) for the Utility Billing division of the City's Utilities Department.

3. 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 and Amendment. 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. Contractor and sub-contractors shall comply with § 119.0701, Fla. Stat. (2013). The Contractor and sub-contractors are to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this Contract and Amendment, 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).

4. RECORDS

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

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

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

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

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

3. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under this Contract include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.

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

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

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

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

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

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

CITY CLERK
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Port St. Lucie, FL 34984
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ppr@cityofpsl.com

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

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

6. All other terms and conditions of the original contract apply, and this Amendment shall prevail in any conflict between the

7. Compensation is as follows:

   The City shall pay 50% set-up fees at the start date, May 1, 2016, of this Contract Amendment in an amount of $10,625.00. The City will pay the remaining set-up fees in the amount of $10,625.00 after implementation and City has approved all Scope of Work as being completed to the City's expectations and system is active. The City will pay 100% subscription fee in the amount of $35,000.00 once implementation is completed, system is active, Scope of Work is completed in full and City has accepted and approved project. The City shall pay the annual subscription fee of $35,000.00 each anniversary from the 1st payment for the subscription.

   Outbound notification includes 20,000 messages per calendar year: the City shall be invoiced for additional messages at $0.15 per message. Paymentus shall notify the City within ten (10) calendar days when outbound notifications have reached 19,500.

Paymentus Solution/Service	Paymentus Service Fee
Encrypted Swipe Devices • **IDTECH SecureMag™ Over-the-Counter or Shuttle™ Mobile Encrypted Swipe Device**	**$1,500 One-time Set-up Fee (Waived)** **$150 per device, plus Shipping and Handling**

Paymentus IVR / Outbound Customer Notifications

- **IVR / Automated Phone Payments**
  - **Easy-to-use, rapid payment service allows customers to hear their balance and make a payment in under two minutes**
- **Outbound Customer Notifications**
  - **Deliver payment reminders and other time-critical notifications by phone & email; proven to reduce delinquencies by 50%**

Setup Fees	**$7,500.00 One Time Fee for IVR Phone payment System**
Hardware/Software	**$0.00**
Annual Subscription Fees	**$35,000.00 IVR Phone Payment System and Outbound Notification System**
Annual Maintenance/Support Fees	**$0.00**
Optional Automated Outbound Voice Calling – One Time Set Up Fee	**(WAIVED)**
***Infinity.Teleconnect* Application Programming Interface ***	**$5,000.00 One-time Fee**
***Infinity.Teleconnect* 50 hours *Advanced Programming ($175.00 per hour)**	**$8,750.00 One-time Fee**

- **Outbound notifications Includes 20,000 messages; each additional message is $0.15 per message**
- *** Fee is a direct pass through to Harris**

IN WITNESS WHEREOF, the parties have executed this contract at Port St. Lucie Florida, this day_____ and year 2016.

CITY OF PORT ST. LUCIE FLORIDA

By: _____
City Manager

By:_____
Authorized Representative of Paymentus Corporation

State of:_____

County of:_____

Before me personally appeared: _____
(please print)

Personally known _____

or Produced Identification: _____
*(*type of identification*)*

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

WITNESS my hand and official seal, this _____ day of _____, 2016.

_____
Notary Signature

Notary Public-State of _____ at Large

My Commission Expires _____.

(*seal*)

13B

Daniel Holbrook

From: Donna Rhoden
Sent: Monday, April 25, 2016 3:35 PM
To: Cheryl Shanaberger
Cc: Jesus Merejo; Melissa Murray; Daniel Holbrook
Subject: RE: City Council Meeting Agenda of 4-25-16

Yes,

There are likely several others, but we are aware of two water/sewer utilities that use both CIS for billing and the Paymentus IVR for credit cards and voice system

Town of Jupiter Utilities that serves about 30,000 customers

Kissimmee Utility Authority (KUA/Toho in central Florida) that serves about 85,000

FYI I am presenting a PowerPoint tonight during 13.B. per Mr. Bremer's request

Donna M. Rhoden
Deputy Utility Systems Director
City of Port St. Lucie
900 SE Ogden Lane
Port St. Lucie, FL 34983
Ph: 772-873-6427

From: Cheryl Shanaberger
Sent: Monday, April 25, 2016 3:30 PM
To: Donna Rhoden <DRhoden@cityofpsl.com>
Subject: FW: City Council Meeting Agenda of 4-25-16

Do you know anyone using the Paymentus System for IVR

Cheryl Shanaberger, MPA, CPPO
Director, Procurement Management Department
772 871 7390

From: Daniel Holbrook
Sent: Monday, April 25, 2016 1:12 PM
To: Patricia Roebling <patr@cityofpsl.com>; Jesus Merejo <jmerejo@cityofpsl.com>; Kathleen McAlpine <KMcAlpine@cityofpsl.com>; Cheryl Shanaberger <CherylS@cityofpsl.com>
Cc: MaryAnn Verillo <DeliaM@cityofpsl.com>
Subject: Fwd: City Council Meeting Agenda of 4-25-16

Please review and email or call me with your thoughts.
Sent from my iPhone

Begin forwarded message:

> **From:** Greg Oravec <Mayor@cityofpsl.com>
> **Date:** April 25, 2016 at 12:44:47 PM EDT
> **To:** Daniel Holbrook <DHolbrook@cityofpsl.com>
> **Cc:** Jeffrey Bremer <jbremer@cityofpsl.com>, Justin Council <jcouncil@cityofpsl.com>
> **Subject: City Council Meeting Agenda of 4-25-16**
>
> Daniel,
>
> Thank you for asking if I have any questions or issues. Please find the below.
>
> 7B, How does Marlin's bid compare to FDOT's unit cost? Will we get it at the same, higher or lower price?
> 11D, I was hoping that staff could find a way to help moderate income households with the Water/Sewer Strategy. I will make another run at this in the future.
> 12A, This should be discussed rather than written.
> 13A, Treasure Coast Business Summit, I thought that staff already had the ability to negotiate with customers for discounted rates during off-peak times.
> 13B, Any peer cities use this same system?
>
> Thank you,
>
> Greg

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 13A
Meeting Date: 5/23/16

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: E-Bid #20160073 – E-101 Culvert Replacement at Milburn Circle Construction Project

Submittal Date: 5/11/2016

STRATEGIC PLAN LINK: Goals 2020, Goal 3 Balanced and Responsible Sustainable Growth, Short Term Challenges and Opportunities, No. 1 - "Aging City infrastructure needing maintenance, upgrade or replacement"

BACKGROUND: The five 48 by 72 inch culverts located on Milburn Circle at the E-101 Canal have failed and City crews are required to monitor the situation and promptly fill in holes to protect the adjacent road. The culverts are on the schedule for replacement however, the untimely failure has expedited the need for action. Due to the limited canal right-of-way, pipe sizes and pipe spacing requirements replacing these culverts in kind would limit vehicular access to the canal right-of-way. Therefore, City Staff recommends installing a concrete box culvert that will maintain the needed capacity and allow vehicular access to the canal right-of-way for maintenance purposes. The design of this culvert replacement was completed by Engineering Design and Construction, Inc.

An E-Bid for the construction of the culvert replacement was issued on March 31, 2016 to one thousand two hundred forty seven (1,247) potential suppliers with twenty four (24) downloading the bid documents and being listed as plan holders. The E-Bid was opened on April 27, 2016 with four (4) firms submitting proposals.

ANALYSIS: Staff reviewed all the proposals and finds that Southern Underground, Inc. meets City standards and provides the best value to the City. Southern Underground, Inc. is a local firm and has completed several projects for the City.

FINANCIAL INFORMATION: Funds are available in the Storm Water Fund / Drainage Operations / Culvert Replacement budget.

LEGAL INFORMATION: Reviewed by Ella Gilbert on April 19, 2016 and approved as to form.

STAFF RECOMMENDATION: Approval of award and Contract #20160073 E-101 Culvert Replacement at Milburn Circle Construction Project with Southern Underground, Inc. in the amount of $138,000.00, plus a one-time $10.00 Indemnification Fee. The Contract period will be forty five (45) calendar days with no option to renew.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

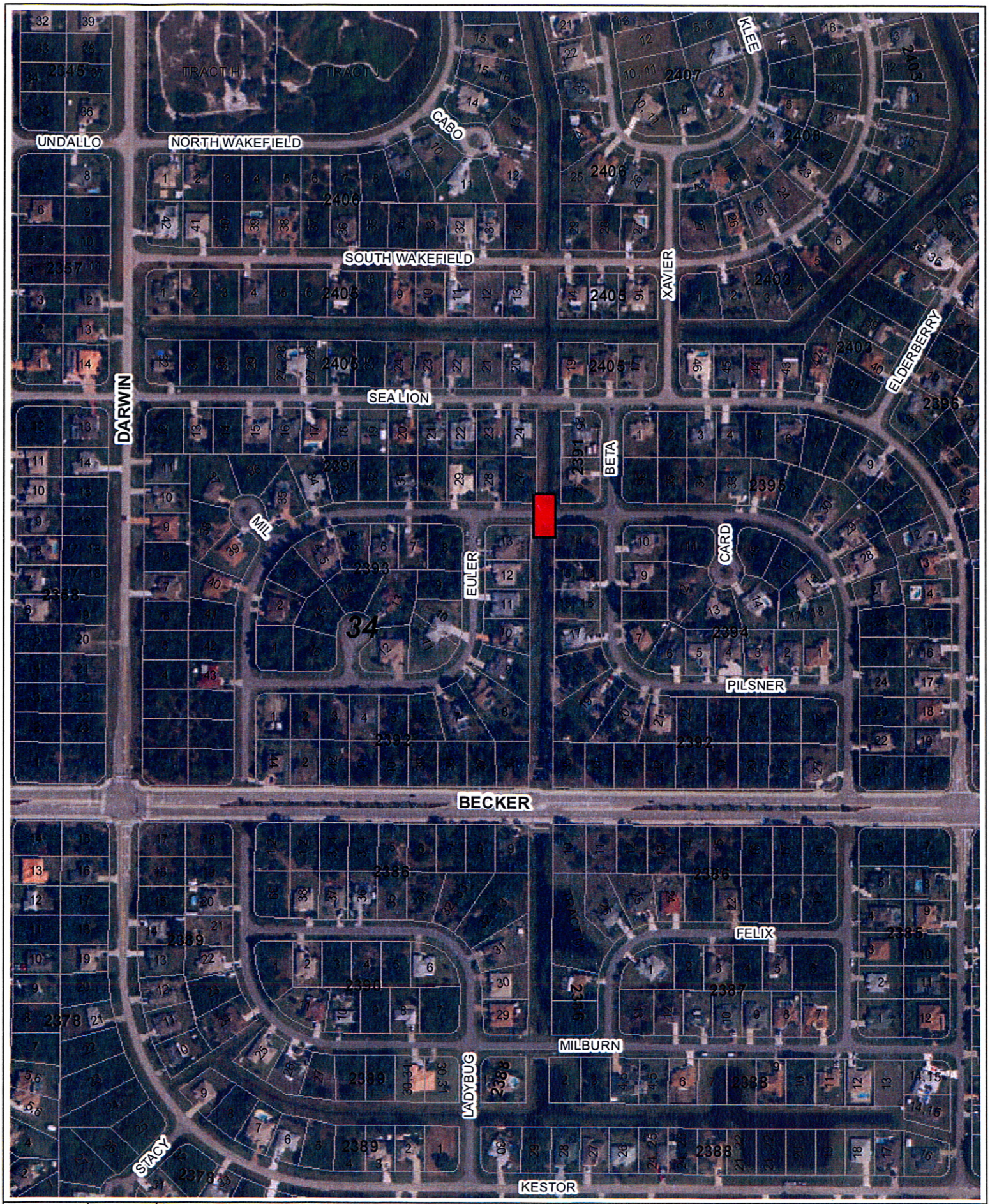
REQUESTED MEETING DATE: 5/23/2016

LOCATION OF PROJECT: Milburn Circle, Port St. Lucie, Florida

ATTACHMENTS: Location Map, Contract, E-Bid Tabulation Report, Winning Proposal, Solicitation Request, E-Bid Document, 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
MAY 12 2016
CITY MANAGER'S OFFICE



E-101 Culvert Replacement

Milburn Circle

Map produced by the City of Port St Lucie City Council Map Generator Website on: 12/4/2015

Scale: 0 0.025 0.05 0.1 mi

CITY OF PORT SAINT LUCIE
CONTRACT #20160073

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 **Southern Underground, Inc.**, 2598 SE Aberdeen Street, Port St. Lucie, Florida 34953, Telephone No. (772) 418-0803 Fax No. (772) 340-7099, 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:

Colt Schwerdt, or his designee.
City of Port St. Lucie Public Works Department
121 SW Port St. Lucie Blvd.
Port St. Lucie, Fl. 34984
Telephone: (772) 871-7644 Fax: (772) 871-5185
Email: cschwerdt@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:

Kevin Bush, President
Southern Underground, Inc.
2598 SW Aberdeen Street
Port St. Lucie, Florida 34953
Telephone: 772-418-0803 Fax: 772-340-7099
Email: kevin@southernundergroundinc.com

SECTION II
DESCRIPTION OF SERVICES TO BE PROVIDED

The specific work that the Contractor has agreed to perform pursuant to the Bid Specifications #20160073, **E-101 Culvert Replacement at Milburn Circle Construction Project** including all Attachments, all Addenda, Construction Plans, sheets #1 through #9 and all other restrictions and requirements are incorporated by this reference.

Scope of Work: The City of Port St. Lucie is seeking a Contractor to replace the existing and failing corrugated metal culverts crossing Milburn Circle in the E-101 canal with a six (6) foot by three (3) foot concrete box culvert. In addition to the box culvert, the Contractor will also be replacing the adjacent metal wing pipes with corrugated HDPE pipe, placement of riprap within the canal upstream and downstream of the box culvert, and repairing the roadway disturbed during construction. The Contractor will be responsible for dewatering (and obtaining a dewatering permit if necessary) for construction of the box culvert and riprap placement. The Contractor will also be responsible for maintenance of traffic and providing record drawings signed and sealed by a licensed surveyor. The construction activities shall be in accordance with the attached approved for construction plans and technical specifications prepared by Engineering Design & Construction, Inc. All construction shall be completed within forty five (45) calendar days. Please note that the other two culvert replacement shown in the attached plans at Sea Lion Road and Xavier Street are not included in this project.

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 forty five (45) 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 **$138,000.00**, 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 #20160073 – E-101 Culvert Replacement at Milburn Circle 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: 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).

RECORDS

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

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

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

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

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

3. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of

transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under this Contract include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.

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

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

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

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

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

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

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

SECTION XII
CLEANING UP

Contractor shall, during the performance of this Contract, remove and properly dispose of resulting dirt and debris, and keep the work area reasonably clear. 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.

ECTION 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
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 nine hundred fifty eight ($958.00) 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 **Southern Underground, 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

Line #	Pay Item No.	Description	Est. Quantity	Unit of Measure	Unit Price	Amount
1	101-1A	Mobilization	1	LS	$ 25,000.00	$ 25,000.00
2	101-1B	Pre-Construction Video	1	LS	$ 1,500.00	$ 1,500.00
3	102-1	Maintenance of Traffic	1	LS	$ 2,500.00	$ 2,500.00
4	104-10-3	Sediment Barrier	50	LF	$ 1.50	$ 75.00
5	104-11-A	Floating Turbidity Barrier	100	LF	$ 4.00	$ 400.00
6	108-1	Construction Layout/Record Drawings	1	LS	$ 4,030.00	$ 4,030.00
7	7	Water Quality Monitoring	1	LS	$ 1,500.00	$ 1,500.00
8	120-1	Regular Excavation	40	CY	$ 25.00	$ 1,000.00
9	120-6	Embankment	40	CY	$ 18.00	$ 720.00
10	285-711	Cemented Coquina (LBR 100) (12")	100	SY	$ 9.00	$ 900.00
11	334-1-11	Superpave Asphaltic Concrete (Type SP-12.5) (Traffic A) (2")	11	TN	$ 600.00	$ 6,600.00
12	400-2-2	Class I Concrete, Endwalls (per FDOT Index 291)	10	CY	$ 2,500.00	$ 25,000.00
13	160-4	12" Type B Stabilized Subgrade	8	SY	$ 70.00	$ 560.00
14	410-70	Pre-Cast Concrete Box Culvert (10'x3')	60	LF	$ 695.00	$ 41,700.00
15	430-175-118	Corrugated HDPE Culvert (18" CD) (CL III)	170	LF	$ 16.50	$ 2,805.00
16	430-982-125	Mitered End Section (18" CD)	4	EA	$ 350.00	$ 1,400.00
17	18	Dewatering for Construction Operations	1	LS	$ 10,000.00	$ 10,000.00
18	530-3-4	Rip Rap, Rubble, F&I, Bedding Stone, Ditch Lining - FDOT Certified	50	TN	$ 91.00	$ 4,550.00
19	570-1-2	Performance Turf (Sod) (Bahia)	360	SY	$ 3.50	$ 1,260.00
20	1000-06	Utility Work (Water)	1	LS	$ 6,500.00	$ 6,500.00
21		**TOTAL AMOUNT**				**$ 138,000.00**

E-BID TABULATION REPORT
E-BID #20160073
E-BID REPLY EXCEL SPREADSHEET
E-101 CULVERT REPLACEMENT at MILBURN CIRCLE CONSTRUCTION PROJECT
SCHEDULE "A"
OPENED: 4/27/2016 - 11:00:00 AM

					Southern Underground		Melvin Bush Construction		Blue Goose Construction		Sunshine Land Design	
Line #	Pay Item No.	Description	Est. Quantity	Unit of Measure	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	101-1A	Mobilization	1	LS	$ 25,000.00	$ 25,000.00	$ 13,815.00	$ 13,815.00	$ 10,750.00	$ 10,750.00	$ 6,086.00	$ 6,086.00
2	101-1B	Pre-Construction Video	1	LS	$ 1,500.00	$ 1,500.00	$ 546.00	$ 546.00	$ 500.00	$ 500.00	$ 880.00	$ 880.00
3	102-1	Maintenance of Traffic	1	LS	$ 2,500.00	$ 2,500.00	$ 1,881.00	$ 1,881.00	$ 5,000.00	$ 5,000.00	$ 3,771.00	$ 3,771.00
4	104-10-3	Sediment Barrier	50	LF	$ 1.50	$ 75.00	$ 1.50	$ 75.00	$ 5.00	$ 250.00	$ 3.00	$ 150.00
5	104-11-A	Floating Turbidity Barrier	100	LF	$ 4.00	$ 400.00	$ 10.00	$ 1,000.00	$ 15.00	$ 1,500.00	$ 10.00	$ 1,000.00
6	108-1	Construction Layout/Record Drawings	1	LS	$ 4,030.00	$ 4,030.00	$ 3,565.00	$ 3,565.00	$ 6,670.00	$ 6,670.00	$ 3,751.00	$ 3,751.00
7	7	Water Quality Monitoring	1	LS	$ 1,500.00	$ 1,500.00	$ 1,869.00	$ 1,869.00	$ 1,000.00	$ 1,000.00	$ 1,650.00	$ 1,650.00
8	120-1	Regular Excavation	40	CY	$ 25.00	$ 1,000.00	$ 12.00	$ 480.00	$ 173.00	$ 6,920.00	$ 4.40	$ 176.00
9	120-6	Embankment	40	CY	$ 18.00	$ 720.00	$ 15.00	$ 600.00	$ 20.00	$ 800.00	$ 22.00	$ 880.00
10	285-711	Cemented Coquina (LBR 100) (12")	100	SY	$ 9.00	$ 900.00	$ 42.50	$ 4,250.00	$ 18.60	$ 1,860.00	$ 12.10	$ 1,210.00
11	334-1-11	Superpave Asphaltic Concrete (Type SP-12.5) (Traffic A) (2")	11	TN	$ 600.00	$ 6,600.00	$ 506.00	$ 5,566.00	$ 500.00	$ 5,500.00	$ 347.00	$ 3,817.00
12	400-2-2	Class I Concrete, Endwalls (per FDOT Index 291)	10	CY	$ 2,500.00	$ 25,000.00	$ 3,028.00	$ 30,280.00	$ 3,540.00	$ 35,400.00	$ 6,871.00	$ 68,710.00
13	160-4	12" Type B Stabilized Subgrade	8	SY	$ 70.00	$ 560.00	$ 14.00	$ 112.00	$ 10.00	$ 80.00	$ 171.00	$ 1,368.00
14	410-70	Pre-Cast Concrete Box Culvert (10'x3')	60	LF	$ 695.00	$ 41,700.00	$ 799.00	$ 47,940.00	$ 1,018.00	$ 61,080.00	$ 1,894.00	$ 113,640.00
15	430-175-118	Corrugated HDPE Culvert (18" CD) (CL III)	170	LF	$ 16.50	$ 2,805.00	$ 30.00	$ 5,100.00	$ 32.10	$ 5,457.00	$ 31.50	$ 5,355.00
16	430-982-125	Mitered End Section (18" CD)	4	EA	$ 350.00	$ 1,400.00	$ 465.00	$ 1,860.00	$ 630.00	$ 2,520.00	$ 449.00	$ 1,796.00
17	18	Dewatering for Construction Operations	1	LS	$ 10,000.00	$ 10,000.00	$ 7,464.00	$ 7,464.00	$ 12,500.00	$ 12,500.00	$ 5,500.00	$ 5,500.00
18	530-3-4	Rip Rap, Rubble, F&I, Bedding Stone, Ditch Lining - FDOT Certified	50	TN	$ 91.00	$ 4,550.00	$ 115.00	$ 5,750.00	$ 142.00	$ 7,100.00	$ 151.00	$ 7,550.00
19	570-1-2	Performance Turf (Sod) (Bahia)	360	SY	$ 3.50	$ 1,260.00	$ 4.50	$ 1,620.00	$ 3.15	$ 1,134.00	$ 3.70	$ 1,332.00
20	1000-06	Utility Work (Water)	1	LS	$ 6,500.00	$ 6,500.00	$ 4,325.00	$ 4,325.00	$ 6,485.00	$ 6,485.00	$ 3,308.00	$ 3,308.00
21		**TOTAL AMOUNT**				**$ 138,000.00**		**$ 138,098.00**		**$ 172,506.00**		**$ 231,930.00**

1	Acknowledged all Addenda.	Yes		Yes		Yes		Yes
2	Submitted original 5% Bid Bond.	Yes		Yes		Copy only		Yes
3	Copy of current Insurance.	Yes		Yes		Yes		Yes
4	Review & accepted all City terms & conditions.	Yes		Yes		Yes		Yes
5	Submitted all licenses to perform the work.	Yes		Yes		Yes		Yes
6	Submitted Questionnaire.	Yes		Yes		Yes		Yes
7	Submitted all required forms.	Yes		Yes		Yes		Yes
8	Listed all subcontractors.	Yes		Yes		Yes		Yes
9	Submitted 5 projects similar in nature to this Bid.	Yes		Yes		Yes		Yes
10	Has the Bidder or any if its principals ever been declared bankrupt or reorganized under Chapter 11 or put in receivership?	No		No		No		No
11	Any pending or completed lawsuits involving the corporation, partnership or individuals with more than 10% interest?	None		None		None		None
12	Any judgments from lawsits in the last 5 years?	None		None		None		None
13	Any criminal violations and/or convictions of the Bidder and/or any of the partners?	None		None		None		None
14	Accepts Visa.	No		No		No		No
15	Discount using Visa.	N/A		N/A		N/A		N/A
16	Submitted W-9 form.	Yes		Yes		Yes		Yes
17	Vendor Code of Ethics form	Yes		Yes		Yes		Yes

E-BID #20160073
E-BID REPLY EXCEL SPREADSHEET
E-101 CULVERT REPLACEMENT at MILBURN CIRCLE CONSTRUCTION PROJECT
SCHEDULE "A"

Company Name:_____Southern Underground, Inc._____

Line #	Pay Item No.	Description	Est. Quantity	Unit of Measure	Unit Price	Amount
1	101-1A	Mobilization	1	LS	$ 25,000.00	$ 25,000.00
2	101-1B	Pre-Construction Video	1	LS	$ 1,500.00	$ 1,500.00
3	102-1	Maintenance of Traffic	1	LS	$ 2,500.00	$ 2,500.00
4	104-10-3	Sediment Barrier	50	LF	$ 1.50	$ 75.00
5	104-11-A	Floating Turbidity Barrier	100	LF	$ 4.00	$ 400.00
6	108-1	Construction Layout/Record Drawings	1	LS	$ 4,030.00	$ 4,030.00
7	7	Water Quality Monitoring	1	LS	$ 1,500.00	$ 1,500.00
8	120-1	Regular Excavation	40	CY	$ 25.00	$ 1,000.00
9	120-6	Embankment	40	CY	$ 18.00	$ 720.00
10	285-711	Cemented Coquina (LBR 100) (12")	100	SY	$ 9.00	$ 900.00
11	334-1-11	Superpave Asphaltic Concrete (Type SP-12.5) (Traffic A) (2")	11	TN	$ 600.00	$ 6,600.00
12	400-2-2	Class I Concrete, Endwalls (per FDOT Index 291)	10	CY	$ 2,500.00	$ 25,000.00
13	160-4	12" Type B Stabilized Subgrade	8	SY	$ 70.00	$ 560.00
14	410-70	Pre-Cast Concrete Box Culvert (10'x3')	60	LF	$ 695.00	$ 41,700.00
15	430-175-118	Corrugated HDPE Culvert (18" CD) (CL III)	170	LF	$ 16.50	$ 2,805.00
16	430-982-125	Mitered End Section (18" CD)	4	EA	$ 350.00	$ 1,400.00
17	18	Dewatering for Construction Operations	1	LS	$ 10,000.00	$ 10,000.00
18	530-3-4	Rip Rap, Rubble, F&I, Bedding Stone, Ditch Lining - FDOT Certified	50	TN	$ 91.00	$ 4,550.00
19	570-1-2	Performance Turf (Sod) (Bahia)	360	SY	$ 3.50	$ 1,260.00
20	1000-06	Utility Work (Water)	1	LS	$ 6,500.00	$ 6,500.00
21		**SUBTOTAL**				**$ 138,000.00**

E-Bid Reply Sheet #20160073

E-101 Culvert Replacement at Milburn Circle Construction Project

1. **COMPANY NAME**: Southern Underground, Inc.

DIVISION OF: _____

PHYSICAL ADDRESS: 2598 SW Aberdeen Street

MAILING ADDRESS: 2598 SW Aberdeen Street

CITY, STATE, ZIP CODE: Port St. Lucie, FL 34953

TELEPHONE NUMBER: (772) 418-0803 FAX NO. (772) 340-7099

CONTACT PERSON: Kevin Bush E-MAIL: Kevin@southernundergroundinc.com

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

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

Kevin Bush
President
Nicole Bush
Vice President
Kevin Bush
Treasurer

How long in present business: 3yrs How long at present location: 3yrs

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

Is the firm claiming Local Preference under Chapter 35.12? (Yes) - No

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

Addendum Number	Date Issued	Addendum Number	Date Issued
1	4/12/2016	4	4/21/2016
2	4/20/2016		
3	4/20/2016		

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: 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 Bid Reply Total from Schedule "A" on Lines #1 - 21: $ ~~130,000.00~~ 138,000.00
(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 #20160073 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

Line #	Pay Item No.	Description	Est. Quantity	Unit of Measure
1	101-1A	Mobilization	1	LS
2	101-1B	Pre-Construction Video	1	LS
3	102-1	Maintenance of Traffic	1	LS
4	104-10-3	Sediment Barrier	50	LF
5	104-11-A	Floating Turbidity Barrier	100	LF
6	108-1	Construction Layout/Record Drawings	1	LS
7	7	Water Quality Monitoring	1	LS
8	120-1	Regular Excavation	40	CY
9	120-6	Embankment	40	CY
10	285-711	Cemented Coquina (LBR 100) (12")	100	SY
11	334-1-11	Superpave Asphaltic Concrete (Type SP-12.5) (Traffic A) (2")	11	TN
12	400-2-2	Class I Concrete, Endwalls (per FDOT Index 291)	10	CY
13	160-4	12" Type B Stabilized Subgrade	8	SY
14	410-70	Pre-Cast Concrete Box Culvert (10'x3')	60	LF
15	430-175-118	Corrugated HDPE Culvert (18" CD) (CL III)	170	LF
16	430-982-125	Mitered End Section (18" CD)	4	EA
17	18	Dewatering for Construction Operations	1	LS

18	530-3-4	Rip Rap, Rubble, F&I, Bedding Stone, Ditch Lining - FDOT Certified	50	TN
19	570-1-2	Performance Turf (Sod) (Bahia)	360	SY
20	1000-06	Utility Work (Water)	1	LS

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) Kevin Bush 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:

Kevin Bush — 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.

Nicole Bush, Vice President

Balance of page left intentionally blank

Southern Underground, Inc
2598 SW Aberdeen Street
Port St. Lucie, FL 34953

Bid Number: 20160073
Bid Name: E-101 Culvert Replacement at Milburn Circle Construction Project

List of Subcontractors

	Project Name	Type of Work Performed
1	Mosley & Son Construction 1400 SE Monterey Road Stuart, FL 34994 Ph (772) 287-6962 Fax (772) 287-7227	Concrete work CGC036047

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

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

LICENSE NUMBER
CGC036047

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

MORGAN, PHILIP W JR
MOSLEY & SON CONSTR INC
1400 SE MONTREY RD
STUART FL 34994

ISSUED: 06/23/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1406230000646

CITY OF PORT ST. LUCIE **710**
BUILDING DEPARTMENT
COMPUTER SERVICE MEMBER

EXPIRE: 9/30/16

MORGAN JR, PHILLIP
MOSLEY & SONS CONSTRUCTION INC
1400 SE MONTEREY ROAD
STUART, FL 34994

SIGNATURE_____
GENERAL CONTRACTOR

FL#: CGC 036047 **PSL *2473**

Southern Underground, Inc
2598 SW Aberdeen Street
Port St. Lucie, FL 34953

Bid Number: 20160073
Bid Name: E-101 Culvert Replacement at Milburn Circle Construction Project

Current Projects

	Project Name	Est. Completion Date
1	Pine Trace PUD Port St. Lucie, FL	5/1/2016

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 St. Lucie County (Location), this 27th day of April, 2016

Name of Organization/Contractor: Southern Underground, Inc.

By: Kevin Bush, 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: Southern Underground, Inc.
Address: 2598 SW Aberdeen Street
Port St. Lucie, FL 34953

Telephone Number: (772) 418-0803
Fax Number: (772) 340-7099

3. Contact person: Kevin Bush Email: Kevin@southernundergroundinc.com

4. Firm's previous names (if any). none

5. How many years has your organization been in business? 3yrs

6. List five (5) culvert 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: B-12 Control Structure Repairs
Description & year completed: 9/2015 / Remove existing ACB mat,canal bank repairs, installation of rip-rap, sod restoration

Location: NE of Logwood and Savage Blvd, Port St. Lucie, FL

Client Name, Phone Number & Email: City of Port St. Lucie

Value of Total Contract: $93,586.00

Firm's Percentage of Total Contract: 80%

Number of Change Orders: 0

Value of Change Orders: 0

Was Project Completed on Schedule: yes

Was Project Completed within Budget? yes

Project Number 2

Project Name: Crane Creek Drainage Improvements

Description & year completed: 4/2015 / Drainage repairs at various locations in Crane Creek. Remove and replace drainage culverts, install concrete headwalls, Regrade swale, sod restoration

Location: Crane Creek, Palm City, FL

Client Name, Phone Number & Email: Crane Creek Property Owners Association

Value of Total Contract: $35,000.00

Firm's Percentage of Total Contract: 100%

Number of Change Orders: 0

Value of Change Orders: 0

Was Project Completed on Schedule: yes

Was Project Completed within Budget? yes

Project Number 3

Project Name: Oleander Pines

Description & year completed: 4/2014 / Drainage improvements, remove and replace existing CAP culvert pipe, installtion of rip rap, sod restoration

Location: Oleander Pine, Port St. Lucie, FL

Client Name, Phone Number & Email: Oleander Pines Association, Inc.

Value of Total Contract: $14,700.00

Firm's Percentage of Total Contract: 100%

Number of Change Orders: 1

Value of Change Orders: $4,600.00

Was Project Completed on Schedule: yes

Was Project Completed within Budget? yes

Project Number 4

Project Name: Ambrosia Treatment Center

Description & year completed: 2015 / Installation of new concrete sidewalk, concrete driveway, water service, sewer service, drainage

Location: Port St. Lucie

Client Name, Phone Number & Email: Pav-Co Contracting , Inc. / (772) 286-7385

Value of Total Contract: 69,000.00

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 5

Project Name: Mariposa Sidewalk

Description & year completed: 2014 / Installation of concrete drives and drainage

Location: Port St. Lucie, FL

Client Name, Phone Number & Email: Lynch Paving & Construction

Value of Total Contract: 45,756.00

Firm's Percentage of Total Contract: 100%

Number of Change Orders: 4

Value of Change Orders: 10,500.00

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.**

Mosley & Son Construction, Inc - Endwalls

8. Status of current contracts. Please provide the name & number of current contracts as well as a sample list of the projects currently underway. SEE ATTACHED

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:

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)

Kevin Brush — Signature

President — Title

SOUTH11 OP ID: SS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/12/2016

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 Post Insurance & Financial Inc Katherine E. Post 146 NW Central Park Plaza, 102 Port St. Lucie, FL 34986 Katherine Post	CONTACT NAME: Katherine Post PHONE (A/C, No, Ext): 772-878-8184 FAX (A/C, No): 772-878-8292 E-MAIL ADDRESS: kathypost@insurewithpost.com
INSURED Southern Underground, Inc. 2598 SW Aberdeen St. Port St. Lucie, FL 34953	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Penn America Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		PAC7109530	04/08/2016	04/08/2017	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

City of Port St Lucie, is recognized as additional insured as respects the General Liability when require by contract.

CERTIFICATE HOLDER

PSLCI-1

City of Port St Lucie
121 SW Port St Lucie Blvd
Port St Lucie, FL 34984-5099

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

Katherine E Post

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The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/12/2015

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

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

PRODUCER	CONTACT NAME: Jill Bednarz	
Great Florida Insurance Port St Lucie 787 S.E. Port St. Lucie Blvd Port St Lucie, FL 34984 Phone (772) 398-2333 Fax (772) 398-3444	PHONE (A/C, No, Ext): (772) 398-2333	FAX (A/C, No): (772) 398-3444
	E-MAIL ADDRESS: greatfl@comcast.net	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Infinity Auto Insurance Company	09290
INSURED Southern Underground, Inc. 2598 SW Aberdeen St Port St Lucie FL 34953	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR ☐ _____ ☐ _____ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
A	**AUTOMOBILE LIABILITY** ☑ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS ☐ ☐			509559510513002	10/21/2015	10/21/2016	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000.00
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Uninsured/Underinsure	$ 1,000,000.00
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below						☐ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

City of Port St Lucie
121 SW Port St Lucie Blvd
Port St Lucie, FL 34984

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Jill Bednarz

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CERTIFICATE OF LIABILITY INSURANCE

Date: 1/5/2016

Producer: Plymouth Insurance Agency
2739 U.S. Highway 19 N.
Holiday, FL 34691
(727) 938-5562

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.

Insured: South East Personnel Leasing, Inc. & Subsidiaries
2739 U.S. Highway 19 N.
Holiday, FL 34691

Insurers Affording Coverage		NAIC #
Insurer A:	Lion Insurance Company	11075
Insurer B:		
Insurer C:		
Insurer D:		
Insurer E:		

Coverages

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. Aggregate limits shown may have been reduced by paid claims.

INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Limits	
		GENERAL LIABILITY ☐ Commercial General Liability ☐ Claims Made ☐ Occur General aggregate limit applies per: ☐ Policy ☐ Project ☐ LOC				Each Occurrence	$
						Damage to rented premises (EA occurrence)	$
						Med Exp	$
						Personal Adv Injury	$
						General Aggregate	$
						Products - Comp/Op Agg	$
		AUTOMOBILE LIABILITY ☐ Any Auto ☐ All Owned Autos ☐ Scheduled Autos ☐ Hired Autos ☐ Non-Owned Autos				Combined Single Limit (EA Accident)	$
						Bodily Injury (Per Person)	$
						Bodily Injury (Per Accident)	$
						Property Damage (Per Accident)	$
		EXCESS/UMBRELLA LIABILITY ☐ Occur ☐ Claims Made ☐ Deductible				Each Occurrence	
						Aggregate	
A		**Workers Compensation and Employers' Liability** Any proprietor/partner/executive officer/member excluded? **NO** If Yes, describe under special provisions below.	WC 71949	01/01/2016	01/01/2017	X WC Statutory Limits ☐ OTHER	
						E.L. Each Accident	$1,000,000
						E.L. Disease - Ea Employee	$1,000,000
						E.L. Disease - Policy Limits	$1,000,000
		Other	**Lion Insurance Company is A.M. Best Company rated A- (Excellent). AMB # 12616**				

Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions: Client ID: 92-67-925

Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company":

Southern Underground, Inc.

Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s), while working in: FL.

Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity.

A list of the active employee(s) leased to the Client Company can be obtained by faxing a request to (727) 937-2138 or by calling (727) 938-5562.

Project Name:

ISSUE 11-30-15 (TD) / REISSUE 01-05-16 (TLD)

Begin Date 10/12/2015

CERTIFICATE HOLDER

CITY OF PORT ST. LUCIE

121 SW PORT ST. LUCIE BLVD.

PORT ST. LUCIE, FL 34984

CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

Jodi A. Jones

CITY OF PORT ST. LUCIE, FLORIDA
SEALED BID NO. 20160073
PROJECT TITLE: E-101 Culvert Replacement at Milburn Circle

TRENCH SAFETY ACT COMPLIANCE STATEMENT

Project Location: Milburn Circle, Port St. Lucie, State of Florida

Instructions:

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

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

Certification

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

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

Twenty-five hundred Dollars (Written)	$2,500.00 (Figures)

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

Certified: Southern Underground, Inc
(Company-Contractor)

By: Kevin Bush Kevin Bush
(President's Signature)
(President's Typed or Printed Name)

Sworn to and subscribed before me in St. Lucie County, Florida on the 27th day of April, 2016.

NOTARY PUBLIC MARY E. DEHLER
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE215687
Expires 8/14/2016

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER
SEALED E-BID NO. 20160073
PROJECT TITLE: E-101 Culvert Replacement at Milburn Circle Construction Project

State of Florida }

County of St. Lucie }

Kevin Bush, being first duly sworn, disposes and says that:
(Name/s)

1. They are President of Southern Underground, 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) Kevin Bush

(Title) President

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

The foregoing instrument was acknowledged before me this 4/27/2016
(Date)

by: Kevin Bush who is personally known to me or who has produced

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

Notary (print/sign name) MARY SCHEHLER

Commission No. NOTARY PUBLIC STATE OF FLORIDA Comm# EE215687 Expires 8/14/2016

CITY OF PORT ST. LUCIE, FLORIDA
SEALED BID NO. 20160073
PROJECT TITLE: E-101 Culvert Replacement at Milburn Circle Construction Project

CONTRACTOR VERIFICATION FORM

THE FOLLOWING IS TO COMPLETED BY PRIME BIDDER:

Name of Firm: Southern Underground, Inc.

Corporate Title: Corporation

Address: 2598 SW Aberdeen Street

Port St. Lucie, FL 34953
(Zip Code)

By: Kevin Bush, President
(Print name) (Print title)

Kevin Bush
(Authorized Signature)

Telephone: (772) 418-0803

Fax: (772) 340-7099

State License # CUC1224354 **(ATTACH COPY)**

County License # 28605 **(ATTACH COPY)**

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

Type of License: Certificate of Competency #PSL-11767

Unlimited no (yes/no)

If "NO", Limited to what trade? Concrete Form/PL/Finish

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

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

LICENSE NUMBER	
CUC1224354	

The UNDERGROUND UTILITY & EXCAVATION CO
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2016

BUSH, KEVIN DAVID
SOUTHERN UNDERGROUND, INC.
2727 SW FONDURA ROAD
PORT ST LUCIE FL 34953

ISSUED: 09/07/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1409070003414

CITY OF PORT ST. LUCIE
BUILDING DEPARTMENT
CERTIFICATE OF COMPETENCY

11368

EXPIRE: 9/30/16

BUSH, KEVIN
SOUTHERN UNDERGROUND INC
2598 SW ABERDEEN ST
PORT ST LUCIE, FL 34953

SIGNATURE Kevin Bush

CONCRETE FORM/PL/FINISH

FL#: PSL -11767

St. Lucie County

County Certification Number: **28605**

Planning & Development Services
Building & Code Regulation Division
2300 Virginia Ave
Ft Pierce, FL 34982
Phone: (772) 462-1672 Fax: (772) 462-1148
http://www.stlucieco.org/planning/contract_licen.htm

Bush, Kevin
Southern Underground Inc
2598 Sw Aberdeen St
Port St Lucie, FL 34953

Class Code: CONCRETE

License Type: COUNTY CERTIFICATION

This Competency Card, issued by the St. Lucie County Contractor Certification Division, authorizes work for the Class Code stated, for the unincorporated areas of St. Lucie County. It does not authorize work for the City of Ft. Pierce, St. Lucie Village or the City of Port St. Lucie. It is the Contractor's responsibility to **maintain** this card in a current status by providing a Certificate of Insurance, current address and telephone information, and renewing this card annually as required.

Expiration Date: 9/30/2016

Danielle Williams

Wallet Contractor ID Card

Cut to fit, then fold in half

IDENTIFICATION CARD

St. Lucie County

County Certification Number 28605
Class Code: CONCRETE

This is to certify that BUSH, KEVIN, SOUTHERN UNDERGROUND INC has been issued a County Certificate in St. Lucie County, beginning on 9/6/2013 and ending on 9/30/2016, unless license is revoked.

Danielle Williams
Authorized Licensing Official

Contractor Licensing:	(772) 462-1673
Contractor Fax Line:	(772) 462-1148
Automated Inspection Line:	(866) 284-1280
Inspection Line:	(772) 462-2172

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

SeacoastBank
Seacoast National Bank
P.O. BOX 9012 • 815 COLORADO AVE., STUART, FL 34995-9012

No. 943818

63-515
670

DATE April 27, 2016

PAY TO THE ORDER OF *City of Port St Lucie* $ *******6,000.00

SIX THOUSAND DOLLARS AND ZERO CENTS

Remitter: Sounthern Underground, Inc

CASHIER'S CHECK

AUTHORIZED SIGNATURE MP

BR#: 48 TLR: KL -238

SECURITY FEATURES INCLUDED. DETAILS ON BACK.

⑈943818⑈ ⑆067005158⑆ 6001486⑈

"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

Southern Underground, Inc.

Signature

Kevin Bush

Printed Name and Title

Kevin Bush, President

Date 4/27/2016

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.

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Southern Underground, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
2598 SW Aberdeen Street

Requester's name and address (optional)

6 City, state, and ZIP code
Port St Lucie, FL 34953

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	8	5	0	5	9	8

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 ▶ Nicole Bush Date ▶ 4/27/2016

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:

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.

DRUG-FREE WORKPLACE FORM

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

Southern Underground, 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.

Kevin Bush
Bidder's Signature

4/27/2016
Date

CHECKLIST

BID # 20160073

PROJECT TITLE: E-101 Culvert Replacement at Milburn Circle Construction Project

Name of Bidder: Southern Underground, Inc.

This checklist is provided to assist Bidders in the preparation of their bid response. Included in this checklist are important requirements that are the responsibility of each Bidder to submit with their response in order to make their bid response fully compliant. This checklist is only a guideline -- it is the responsibility of each Bidder to read and comply with the Invitation to Bid in its entirety.

X Bid Reply Sheet #20160073 with proper signatures upload to Demandstar.

X E-Bid Reply Excel Spreadsheet – Schedule A uploaded to Demandstar.

X Drug-Free Workplace Form uploaded to Demandstar.

X 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.

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

X Each Bid Addendum (when issued) is acknowledged on the E-Bid Reply Sheet #20160073.

X W-9 as per Section 1.13 uploaded to Demandstar.

X Copy of Insurance Certificate in accordance with Section VIII of the Sample Contract uploaded to Demandstar.

X 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.

X Has reviewed the Contract and accept all City Terms and Conditions.

X Contractor's Questionnaire uploaded to Demandstar.

X Required forms: Non-Collusion Affidavit of Prime Bidder; Trench Safety form, List of Current Contracts; Vendor Code of Ethics and Contractor Verification Form. All forms are to be uploaded to Demandstar.

X List of all sub-contractors (Use the Questionnaire for providing all sub-contractors). All requested information is to be uploaded to Demandstar.

X 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: Colt Schwerdt Extension: 7644

Item/Description of Work Summary: (This is the scope of work and is not to be included in the technical specifications) The City is seeking a contractor to replace an existing and failing culvert crossing with a concrete box culvert. Please see the attached Project Scope.

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

Date plans received approval by City Building Department N/A
Estimated time frame for completion of project after award 30 calendar days
Replacement: [X] Yes [ ] No Total Project Budgeted Amount: $110,000
If professional services what is the estimated construction cost $99,000 Any grant funds being used for consultants N/A construction N/A Type of Grant N/A
Liquidated damages amount (for construction only); $958 per day
If not budgeted, authorization from Director of OMB is required.

Account Number	Fund	Cost Center	Object Code	Project
	401	4126	534101	

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: Replacement of failing culvert

If digging or trenching is required what is the depth? ±8 feet

If work is in water, what is the depth? ±5 feet Is the water navigable? no

If this is a building, how many stories? N/A

Department Head Approval Date

2/9/2016

SEALED ELECTRONIC BID (E-BID) DOCUMENTS FOR

CITY OF PORT ST. LUCIE

E-101 CULVERT REPLACEMENT AT MILBURN CIRCLE CONSTRUCTION PROJECT

Sealed Electronic Bid # 20160073
(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

Description	Page
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
Trench Safety form	40
Checklist	41
Attachments:	
A – Construction Plans	1 - 9
B – Pay Item Descriptions	1 - 9

INVITATION TO BID

Sealed Electronic Bid (E-Bid) #20160073 for the E-101 Culvert Replacement at Milburn Circle 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 **April 15, 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 **April 7, 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 - 43.
- E-Bid Reply Sheet #20160073, 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 Engineering Design & Construction, Inc., pages 1 – 9 (not included in E-Bid Specifications)
- Attachment B – Pay Item Descriptions, pages 1 – 9 (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 # 20160073
E-101 Culvert Replacement at Milburn Circle Construction Project

INTENT

The City of Port St. Lucie desires to obtain quotations from qualified individuals, firms, and legal entities relative to the E-101 Culvert Replacement at Milburn Circle Construction Project. The Contract period is estimated at forty five (45) 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 Engineering Design & Construction, Inc. dated January 4, 2016 consisting of pages 1 – 9. The Construction Plans identify three (3) culvert replacement projects. **Milburn Circle will be the only project constructed at this time.**

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 and/or 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 #20160073. **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 – 22 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 #20160073 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, #20160073 from Onvia, via phone 800-711-1712 or via internet www.cityofpsl.com

B. Download the E-Bid Reply Sheet #20160073 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 #20160073.

File #1 – Upload the Excel Spreadsheet in Excel Format:

D. Enter total price on E-Bid Reply Sheet #20160073. 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 #20160073 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 #20160073 where indicated.

File #2:

F. Upload and submit the E-Bid Reply Sheet #20160073, 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, Trench Safety 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 #20160073. 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 - **Public Entity Statement** - Section 287.133 of the Florida Statutes places the following restrictions on the ability of persons convicted of public entity crimes to transact business with the City:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a consultant, supplier, sub consultant, 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 s. 287.017 for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list." § 287.133(2) (a), Fla. Stat. (2010).

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 #20160073

E-101 Culvert Replacement at Milburn Circle Construction Project

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 #20160073 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

Line #	Pay Item No.	Description	Est. Quantity	Unit of Measure
1	101-1A	Mobilization	1	LS
2	101-1B	Pre-Construction Video	1	LS
3	102-1	Maintenance of Traffic	1	LS
4	104-10-3	Sediment Barrier	50	LF
5	104-11-A	Floating Turbidity Barrier	100	LF
6	108-1	Construction Layout/Record Drawings	1	LS
7	7	Water Quality Monitoring	1	LS
8	120-1	Regular Excavation	40	CY
9	120-6	Embankment	40	CY
10	285-711	Cemented Coquina (LBR 100) (12")	100	SY
11	334-1-11	Superpave Asphaltic Concrete (Type SP-12.5) (Traffic A) (2")	11	TN
12	400-2-2	Class I Concrete, Endwalls (per FDOT Index 291)	10	CY
13	160-4	12" Type B Stabilized Subgrade	8	SY
14	410-70	Pre-Cast Concrete Box Culvert (10'x3')	60	LF
15	430-175-118	Corrugated HDPE Culvert (18" CD) (CL III)	170	LF
16	430-982-125	Mitered End Section (18" CD)	4	EA
17	18	Dewatering for Construction Operations	1	LS

18	530-3-4	Rip Rap, Rubble, F&I, Bedding Stone, Ditch Lining - FDOT Certified	50	TN
19	570-1-2	Performance Turf (Sod) (Bahia)	360	SY
20	1000-06	Utility Work (Water)	1	LS

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.

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) culvert 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.**

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 #20160073

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:

Colt Schwerdt, or his designee.
City of Port St. Lucie Public Works Department
121 SW Port St. Lucie Blvd.
Port St. Lucie, Fl. 34984
Telephone: (772) 871-7644 Fax: (772) 871-5185
Email: cschwerdt@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 #20160073**, E-101 Culvert Replacement at Milburn Circle Construction Project** including all Attachments, all Addenda, Construction Plans, sheets #1 through #9 and all other restrictions and requirements are incorporated by this reference.

Scope of Work: The City of Port St. Lucie is seeking a Contractor to replace the existing and failing corrugated metal culverts crossing Milburn Circle in the E-101 canal with a six (6) foot by three (3) foot

concrete box culvert. In addition to the box culvert, the Contractor will also be replacing the adjacent metal wing pipes with corrugated HDPE pipe, placement of riprap within the canal upstream and downstream of the box culvert, and repairing the roadway disturbed during construction. The Contractor will be responsible for dewatering (and obtaining a dewatering permit if necessary) for construction of the box culvert and riprap placement. The Contractor will also be responsible for maintenance of traffic and providing record drawings signed and sealed by a licensed surveyor. The construction activities shall be in accordance with the attached approved for construction plans and technical specifications prepared by Engineering Design & Construction, Inc. All construction shall be completed within forty five (45) calendar days. Please note that the other two culvert replacement shown in the attached plans at Sea Lion Road and Xavier Street are not included in this project.

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 forty five (45) calendar days thereafter on _____, 2016. The Contractor will be required to commence work under this Contract within ten (10) calendar days after the start date identified in this Contract. In the event all work required in the bid specifications has not been completed by the specified date, the Contractor agrees to provide work as authorized by the Project Manager until all work specified in the bid specifications has been rendered. Written requests shall be submitted to the Project Manager for consideration of extension of completion time due to strikes, unavailable materials, or other similar causes over which the Contractor feels he has no control. Requests for time extensions shall be submitted immediately but in no event more than two (2) weeks upon occurrence of conditions, which, in the opinion of the Contractor, warrant such an extension with reasons clearly stated and a detailed explanation given as to why the delays are considered to be beyond the Contractor's control.

SECTION IV
RENEWAL OPTION

Not applicable to this Contract.

SECTION V
COMPENSATION

The total amount to be paid by the City to the Contractor is on a per unit price basis listed on Schedule "A" for a total amount of $_____, plus a one-time ten-dollar ($10.00) payment for indemnification as provided in Section VIII herein. Payments will be disbursed in the following manner:

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

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

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

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

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

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

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

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

SECTION VI
WORK CHANGES

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

SECTION VII
CONFORMANCE WITH BID

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

SECTION VIII
INDEMNIFICATION/INSURANCE

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

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

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

obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

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

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

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

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

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

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents and shall include Contract #20160073 – E-101 Culvert Replacement at Milburn Circle 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: 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).

As per FS 119.0701:

If the Consultant has questions regarding the application of Chapter 119, Florida Statues, to the Consultant's duty to provide public records relating to this contract, contact the Custodian of Public Records at:

City of Port St. Lucie
City Clerk
ppr@cityofpsl.com
772 871 5157
121 SW Port St. Lucie, Blvd.
Port St. Lucie, FL 34984

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
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 nine hundred fifty eight ($958.00) 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. 20160073
PROJECT TITLE: E-101 Culvert Replacement at Milburn Circle 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. 20160073
PROJECT TITLE: E-101 Culvert Replacement at Milburn Circle 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.

CITY OF PORT ST. LUCIE, FLORIDA
SEALED BID NO. 20160073
PROJECT TITLE: E-101 Culvert Replacement at Milburn Circle

TRENCH SAFETY ACT COMPLIANCE STATEMENT

Project Location: Milburn Circle, Port St. Lucie, State of Florida

Instructions:

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

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

Certification

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

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

   _____ Dollars
   (Written) (Figures)

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

Certified: _____
(Company-Contractor)

By: _____
(President's Signature)
(President's Typed or Printed Name)

Sworn to and subscribed before me in _____ County, Florida on the __ day of _____, 20__.

_____
NOTARY PUBLIC

CHECKLIST

BID # 20160073

PROJECT TITLE: E-101 Culvert Replacement at Milburn Circle 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 #20160073 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 #20160073.

_____ 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; Trench Safety form, 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
E-101 Culvert Replacement at Milburn Circle Construction Project
Prepared by Engineering Design & Construction, Inc.

(9 Pages follow as a separate attachment)

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ATTACHMENT B

Technical Specifications

City of Port St. Lucie
E-101 Culvert Replacement at Milburn Circle Construction Project
Prepared by Engineering Design & Construction, Inc.

(9 Pages follow as a separate attachment)

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E-BID #20160073
E-BID REPLY EXCEL SPREADSHEET
E-101 CULVERT REPLACEMENT at MILBURN CIRCLE CONSTRUCTION PROJECT
SCHEDULE "A"

Company Name:_____

Line #	Pay Item No.	Description	Est. Quantity	Unit of Measure	Unit Price	Amount
1	101-1A	Mobilization	1	LS		$ -
2	101-1B	Pre-Construction Video	1	LS		$ -
3	102-1	Maintenance of Traffic	1	LS		$ -
4	104-10-3	Sediment Barrier	50	LF		$ -
5	104-11-A	Floating Turbidity Barrier	100	LF		$ -
6	108-1	Construction Layout/Record Drawings	1	LS		$ -
7	7	Water Quality Monitoring	1	LS		$ -
8	120-1	Regular Excavation	40	CY		$ -
9	120-6	Embankment	40	CY		$ -
10	285-711	Cemented Coquina (LBR 100) (12")	100	SY		$ -
11	334-1-11	Superpave Asphaltic Concrete (Type SP-12.5) (Traffic A) (2")	11	TN		$ -
12	400-2-2	Class I Concrete, Endwalls (per FDOT Index 291)	10	CY		$ -
13	160-4	12" Type B Stabilized Subgrade	8	SY		$ -
14	410-70	Pre-Cast Concrete Box Culvert (10'x3')	60	LF		$ -
15	430-175-118	Corrugated HDPE Culvert (18" CD) (CL III)	170	LF		$ -
16	430-982-125	Mitered End Section (18" CD)	4	EA		$ -
17	18	Dewatering for Construction Operations	1	LS		$ -
18	530-3-4	Rip Rap, Rubble, F&I, Bedding Stone, Ditch Lining - FDOT Certified	50	TN		$ -
19	570-1-2	Performance Turf (Sod) (Bahia)	360	SY		$ -
20	1000-06	Utility Work (Water)	1	LS		$ -
21		**SUBTOTAL**				**$** -

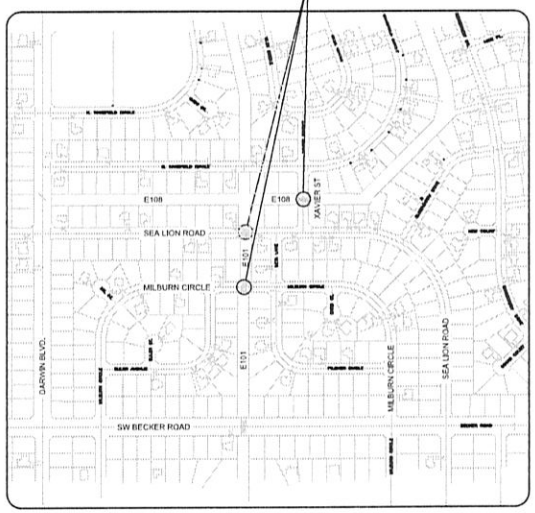
CONSTRUCTION PLANS AND SPECIFICATIONS

FOR

PSL E-101 & E-108 CULVERT REPLACEMENTS AT MILBURN, SEA LION & XAVIER

SECTION 32, TOWNSHIP 37S, RANGE 40E
PORT SAINT LUCIE, FLORIDA

PROJECT LOCATIONS



VICINITY MAP

INDEX OF SHEETS

1. COVER
2. EXISTING CONDITIONS
3. DEMOLITION PLAN
4. DRAINAGE PLAN - MILBURN CIRCLE
5. DRAINAGE PLAN - SEALION ROAD
6. DRAINAGE PLAN - XAVIER STREET
7. PAVING, GRADING & DRAINAGE DETAILS
8. STORMWATER POLLUTION PREVENTION DETAILS
9. SPECIFICATIONS

APPROVED FOR CONSTRUCTION

PSL CULVERTS - MILBURN, SEALION & XAVIER CULVERT REPLACEMENT 4 January 2016 #15-221

ENGINEER

RODERICK J. KENNEDY, P.E.
ENGINEERING DESIGN & CONSTRUCTION INC.
1934 TUCKER COURT
FORT PIERCE, FL 34950
PHONE: (772) 462-2455
FAX: (772) 462-2454
P.E. NO. 56218

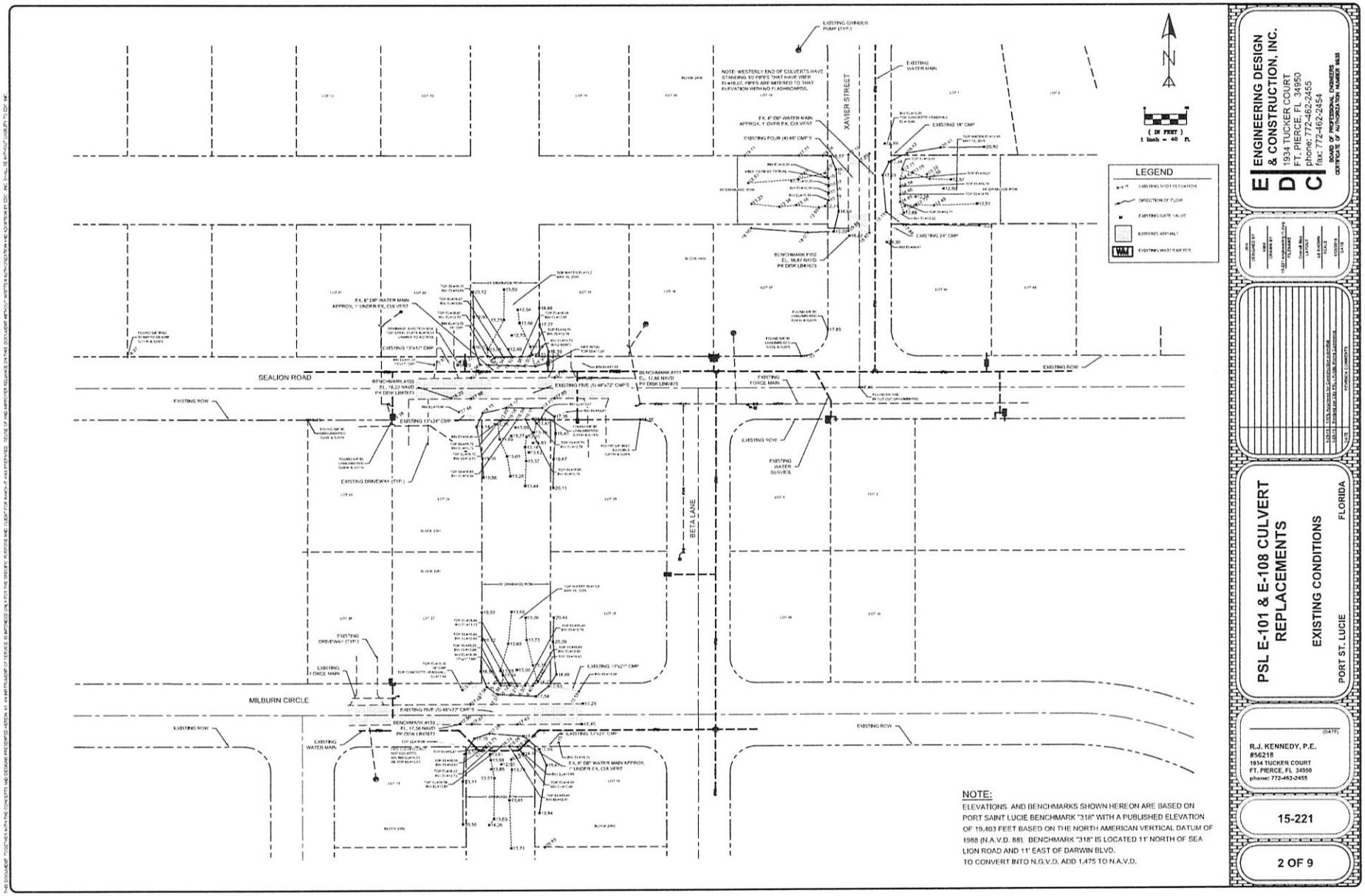
E D C ENGINEERING DESIGN & CONSTRUCTION, INC.
1934 TUCKER COURT
FT. PIERCE, FL 34950
phone: 772-462-2455
fax: 772-462-2454
BOARD OF PROFESSIONAL ENGINEERS
CERTIFICATE OF AUTHORIZATION NUMBER 9835

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 2015, FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION DATED 2015, AND CITY OF PORT ST. LUCIE PUBLIC WORKS DEPARTMENT AND UTILITY SYSTEMS DEPARTMENT MINIMUM TECHNICAL SPECIFICATIONS AND CONSTRUCTION STANDARDS, LATEST EDITION.

DATUM NOTE:
ALL ELEVATIONS SHOWN HERE REFERENCE THE NORTH AMERICAN VERTICAL DATUM NAVD88

(DATE)
R.J. KENNEDY, P.E.
#56218
1934 TUCKER COURT
FT. PIERCE, FL 34950
phone: 772-462-2455



NOTE:
ELEVATIONS AND BENCHMARKS SHOWN HEREON ARE BASED ON PORT SAINT LUCIE BENCHMARK "318" WITH A PUBLISHED ELEVATION OF 19.403 FEET BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (N.A.V.D. 88). BENCHMARK "318" IS LOCATED 11' NORTH OF SEA LION ROAD AND 11' EAST OF DARWIN BLVD.
TO CONVERT INTO N.G.V.D. ADD 1.475 TO N.A.V.D.

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BOARD OF PROFESSIONAL ENGINEERS
CERTIFICATE OF AUTHORIZATION NUMBER #833

PSL E-101 & E-108 CULVERT REPLACEMENTS

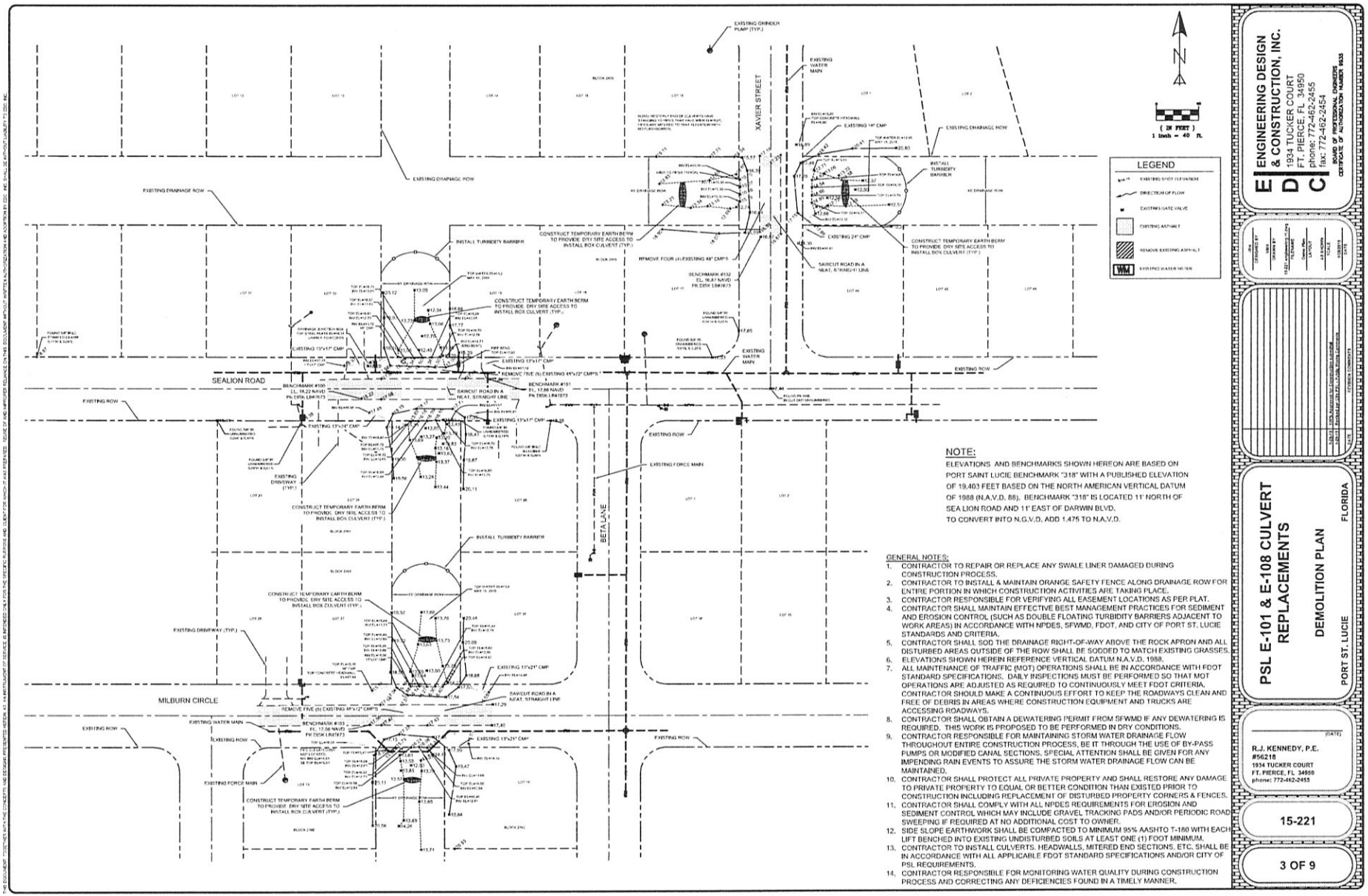
EXISTING CONDITIONS

PORT ST. LUCIE FLORIDA

(DATE)

R.J. KENNEDY, P.E.
#56218
1934 TUCKER COURT
FT. PIERCE, FL 34950
phone: 772-462-2455

15-221



LEGEND

- EXISTING SPOT ELEVATION
- DIRECTION OF FLOW
- EXISTING GATE VALVE
- EXISTING ASPHALT
- REMOVE EXISTING ASPHALT
- EXISTING WATER METER

NOTE:

ELEVATIONS AND BENCHMARKS SHOWN HEREON ARE BASED ON PORT SAINT LUCIE BENCHMARK "318" WITH A PUBLISHED ELEVATION OF 19.403 FEET BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (N.A.V.D. 88). BENCHMARK "318" IS LOCATED 11' NORTH OF SEA LION ROAD AND 11' EAST OF DARWIN BLVD.
TO CONVERT INTO N.G.V.D. ADD 1.475 TO N.A.V.D.

GENERAL NOTES:

1. CONTRACTOR TO REPAIR OR REPLACE ANY SWALE LINER DAMAGED DURING CONSTRUCTION PROCESS.
2. CONTRACTOR TO INSTALL & MAINTAIN ORANGE SAFETY FENCE ALONG DRAINAGE ROW FOR ENTIRE PORTION IN WHICH CONSTRUCTION ACTIVITIES ARE TAKING PLACE.
3. CONTRACTOR RESPONSIBLE FOR VERIFYING ALL EASEMENT LOCATIONS AS PER PLAT.
4. CONTRACTOR SHALL MAINTAIN EFFECTIVE BEST MANAGEMENT PRACTICES FOR SEDIMENT AND EROSION CONTROL (SUCH AS DOUBLE FLOATING TURBIDITY BARRIERS ADJACENT TO WORK AREAS) IN ACCORDANCE WITH NPDES, SFWMD, FDOT, AND CITY OF PORT ST. LUCIE STANDARDS AND CRITERIA.
5. CONTRACTOR SHALL SOD THE DRAINAGE RIGHT-OF-WAY ABOVE THE ROCK APRON AND ALL DISTURBED AREAS OUTSIDE OF THE ROW SHALL BE SODDED TO MATCH EXISTING GRASSES.
6. ELEVATIONS SHOWN HEREIN REFERENCE VERTICAL DATUM N.A.V.D. 1988.
7. ALL MAINTENANCE OF TRAFFIC (MOT) OPERATIONS SHALL BE IN ACCORDANCE WITH FDOT STANDARD SPECIFICATIONS. DAILY INSPECTIONS MUST BE PERFORMED SO THAT MOT OPERATIONS ARE ADJUSTED AS REQUIRED TO CONTINUOUSLY MEET FDOT CRITERIA. CONTRACTOR SHOULD MAKE A CONTINUOUS EFFORT TO KEEP THE ROADWAYS CLEAN AND FREE OF DEBRIS IN AREAS WHERE CONSTRUCTION EQUIPMENT AND TRUCKS ARE ACCESSING ROADWAYS.
8. CONTRACTOR SHALL OBTAIN A DEWATERING PERMIT FROM SFWMD IF ANY DEWATERING IS REQUIRED. THIS WORK IS PROPOSED TO BE PERFORMED IN DRY CONDITIONS.
9. CONTRACTOR RESPONSIBLE FOR MAINTAINING STORM WATER DRAINAGE FLOW THROUGHOUT ENTIRE CONSTRUCTION PROCESS, BE IT THROUGH THE USE OF BY-PASS PUMPS OR MODIFIED CANAL SECTIONS. SPECIAL ATTENTION SHALL BE GIVEN FOR ANY IMPENDING RAIN EVENTS TO ASSURE THE STORM WATER DRAINAGE FLOW CAN BE MAINTAINED.
10. CONTRACTOR SHALL PROTECT ALL PRIVATE PROPERTY AND SHALL RESTORE ANY DAMAGE TO PRIVATE PROPERTY TO EQUAL OR BETTER CONDITION THAN EXISTED PRIOR TO CONSTRUCTION INCLUDING REPLACEMENT OF DISTURBED PROPERTY CORNERS & FENCES.
11. CONTRACTOR SHALL COMPLY WITH ALL NPDES REQUIREMENTS FOR EROSION AND SEDIMENT CONTROL WHICH MAY INCLUDE GRAVEL TRACKING PADS AND/OR PERIODIC ROAD SWEEPING IF REQUIRED AT NO ADDITIONAL COST TO OWNER.
12. SIDE SLOPE EARTHWORK SHALL BE COMPACTED TO MINIMUM 95% AASHTO T-180 WITH EACH LIFT BENCHED INTO EXISTING UNDISTURBED SOILS AT LEAST ONE (1) FOOT MINIMUM.
13. CONTRACTOR TO INSTALL CULVERTS, HEADWALLS, MITERED END SECTIONS, ETC. SHALL BE IN ACCORDANCE WITH ALL APPLICABLE FDOT STANDARD SPECIFICATIONS AND/OR CITY OF PSL REQUIREMENTS.
14. CONTRACTOR RESPONSIBLE FOR MONITORING WATER QUALITY DURING CONSTRUCTION PROCESS AND CORRECTING ANY DEFICIENCIES FOUND IN A TIMELY MANNER.

E D C ENGINEERING DESIGN & CONSTRUCTION, INC.
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BOARD OF PROFESSIONAL ENGINEERS
CERTIFICATE OF AUTHORIZATION NUMBER 9333

PSL E-101 & E-108 CULVERT REPLACEMENTS

DEMOLITION PLAN

PORT ST. LUCIE FLORIDA

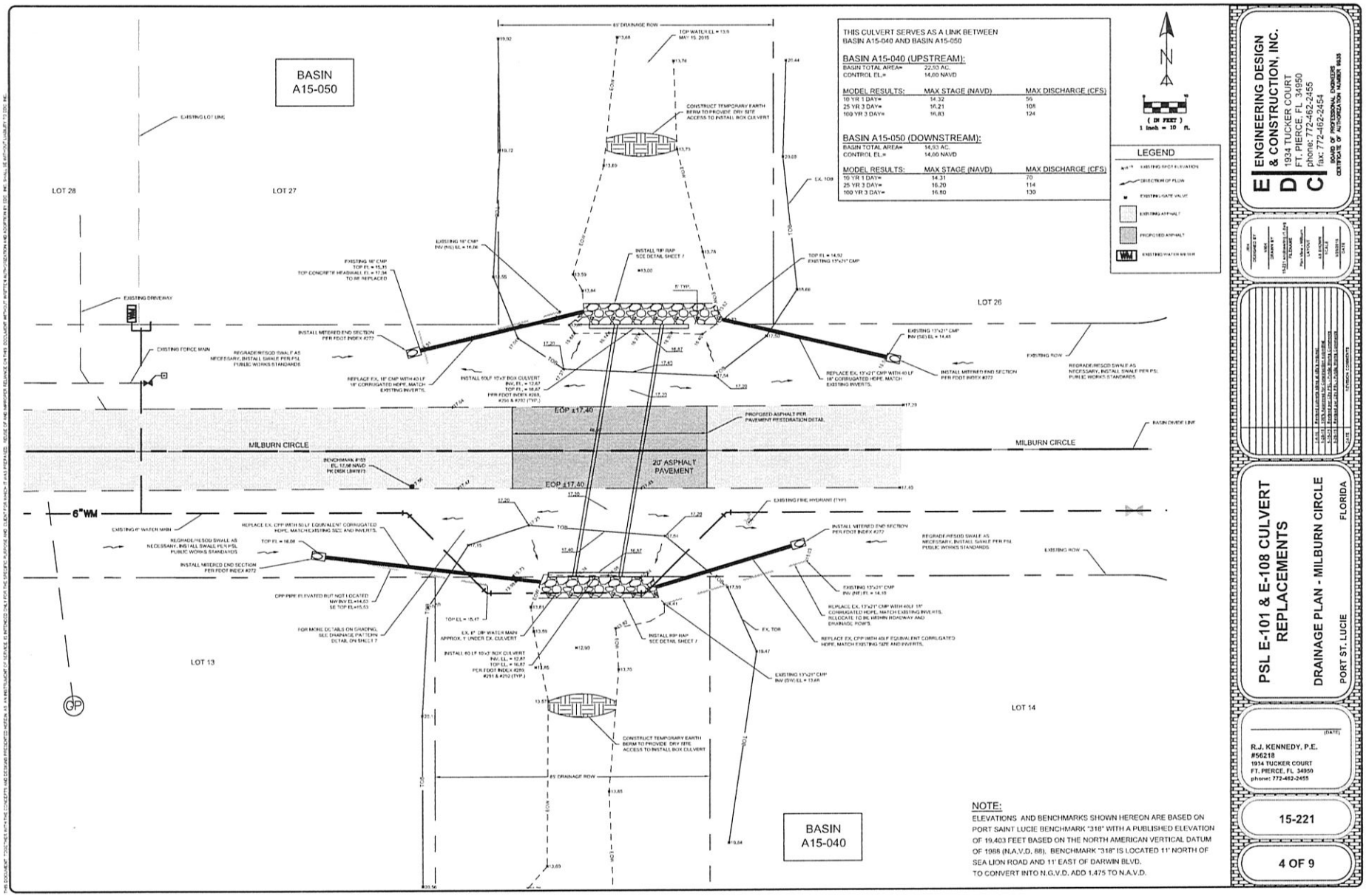
(DATE)

R.J. KENNEDY, P.E.
#56218
1934 TUCKER COURT
FT. PIERCE, FL 34950
phone: 772-462-2455

15-221

3 OF 9

THIS DOCUMENT, CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS PREPARED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY EDC INC. SHALL BE WITHOUT LIABILITY TO EDC INC.



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BOARD OF PROFESSIONAL ENGINEERS CERTIFICATE OF AUTHORIZATION NUMBER 9835

PSL E-101 & E-108 CULVERT REPLACEMENTS

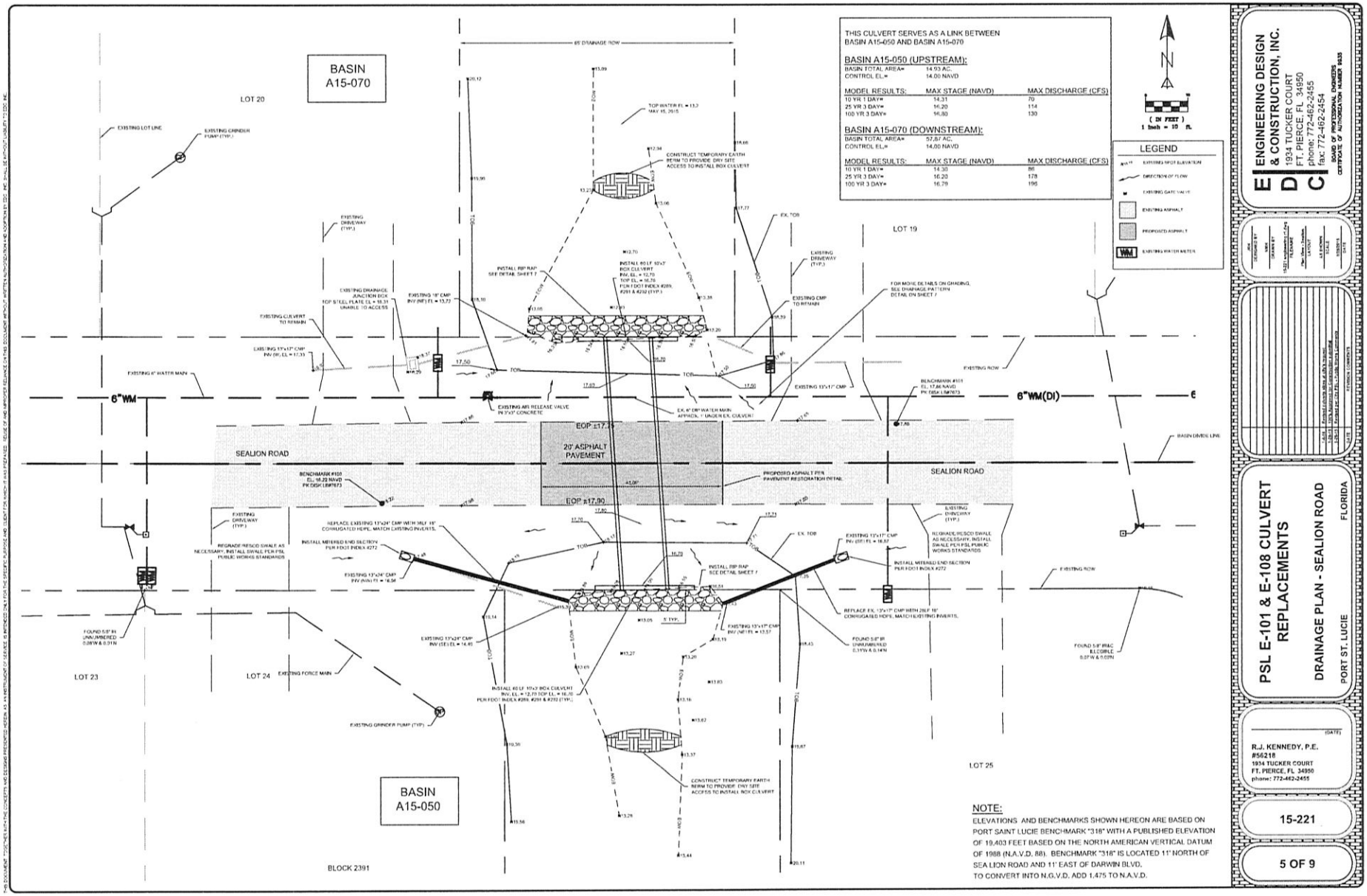
DRAINAGE PLAN - MILBURN CIRCLE

PORT ST. LUCIE FLORIDA

(DATE)

R.J. KENNEDY, P.E.
#56218
1934 TUCKER COURT
FT. PIERCE, FL 34950
phone: 772-462-2455

15-221


BASIN A15-070
BASIN A15-050
LOT 20
LOT 19
LOT 23
LOT 24
LOT 25
BLOCK 2391
SEALION ROAD
20' ASPHALT PAVEMENT
EOP ±17.34
EOP ±17.90
6"WM
6"WM(DI)
EXISTING LOT LINE
EXISTING GRINDER PUMP (TYP.)
EXISTING DRIVEWAY (TYP.)
EXISTING DRAINAGE JUNCTION BOX TOP 5'SQ. EL. PLATE EL = 18.35 UNABLE TO ACCESS
EXISTING 18" CMP INV (NE) EL = 13.72
EXISTING CULVERT TO REMAIN
EXISTING 15"x17" CMP INV (W) EL = 17.33
EXISTING 6" WATER MAIN
EXISTING AIR RELEASE VALVE IN 3'x3' CONCRETE
EX. 6" DIP WATER MAIN APPROX. 1' UNDER EX. CULVERT
EXISTING ROW
BENCHMARK #101 EL. 17.86 NAVD PK DISK LW7673
BENCHMARK #108 EL. 18.20 NAVD PK DISK LW7673
BASIN DIVIDE LINE
PROPOSED ASPHALT PER PAVEMENT RESTORATION DETAIL
REGRADE/RESOD SWALE AS NECESSARY, INSTALL SWALE PER PSL PUBLIC WORKS STANDARDS
REPLACE EXISTING 13"x24" CMP WITH 38LF 18" CORRUGATED HDPE, MATCH EXISTING INVERTS.
INSTALL MITERED END SECTION PER FDOT INDEX #272
EXISTING 13"x24" CMP INV (NW) EL = 14.54
EXISTING 13"x24" CMP INV (SE) EL = 14.45
INSTALL RIP RAP SEE DETAIL SHEET 7
EX. TOB
EXISTING 15"x17" CMP INV (SE) EL = 18.57
EXISTING 15"x17" CMP INV (NE) EL = 13.57
REGRADE/RESOD SWALE AS NECESSARY, INSTALL SWALE PER PSL PUBLIC WORKS STANDARDS
INSTALL MITERED END SECTION PER FDOT INDEX #272
REPLACE EX. 15"x17" CMP WITH 28LF 18" CORRUGATED HDPE, MATCH EXISTING INVERTS.
FOUND 5/8" IR UNNUMBERED 0.31'W & 0.14'N
FOUND 5/8" IRAC ILLEGIBLE 0.0'W & 0.09'N
EXISTING FORCE MAIN
EXISTING GRINDER PUMP (TYP.)
INSTALL 40 LF 10'x3' BOX CULVERT INV. EL. = 12.70 TOP EL. = 16.70 PER FDOT INDEX #289, #291 & #292 (TYP.)
CONSTRUCT TEMPORARY EARTH BERM TO PROVIDE DRY SITE ACCESS TO INSTALL BOX CULVERT
FOR MORE DETAILS ON GRADING, SEE DRAINAGE PATTERN DETAIL ON SHEET 7
65' DRAINAGE ROW
TOP WATER EL = 13.7 MAY 15, 2015
THIS CULVERT SERVES AS A LINK BETWEEN BASIN A15-050 AND BASIN A15-070
BASIN A15-050 (UPSTREAM):
BASIN TOTAL AREA= 14.93 AC.
CONTROL EL.= 14.00 NAVD
MODEL RESULTS: MAX STAGE (NAVD) MAX DISCHARGE (CFS)
10 YR 1 DAY= 14.31 70
25 YR 3 DAY= 14.20 114
100 YR 3 DAY= 14.80 130
BASIN A15-070 (DOWNSTREAM):
BASIN TOTAL AREA= 57.87 AC.
CONTROL EL.= 14.00 NAVD
MODEL RESULTS: MAX STAGE (NAVD) MAX DISCHARGE (CFS)
10 YR 1 DAY= 14.30 86
25 YR 3 DAY= 16.20 178
100 YR 3 DAY= 16.79 196
(IN FEET)
1 inch = 10 ft.
LEGEND
EXISTING SPOT ELEVATION
DIRECTION OF FLOW
EXISTING GATE VALVE
EXISTING ASPHALT
PROPOSED ASPHALT
EXISTING WATER METER
NOTE:
ELEVATIONS AND BENCHMARKS SHOWN HEREON ARE BASED ON PORT SAINT LUCIE BENCHMARK "318" WITH A PUBLISHED ELEVATION OF 19.403 FEET BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (N.A.V.D. 88). BENCHMARK "318" IS LOCATED 11' NORTH OF SEA LION ROAD AND 11' EAST OF DARWIN BLVD.
TO CONVERT INTO N.G.V.D. ADD 1.475 TO N.A.V.D.
E D C ENGINEERING DESIGN & CONSTRUCTION, INC.
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BOARD OF PROFESSIONAL ENGINEERS CERTIFICATE OF AUTHORIZATION NUMBER 8555
PSL E-101 & E-108 CULVERT REPLACEMENTS
DRAINAGE PLAN - SEALION ROAD
PORT ST. LUCIE FLORIDA
(DATE)
R.J. KENNEDY, P.E.
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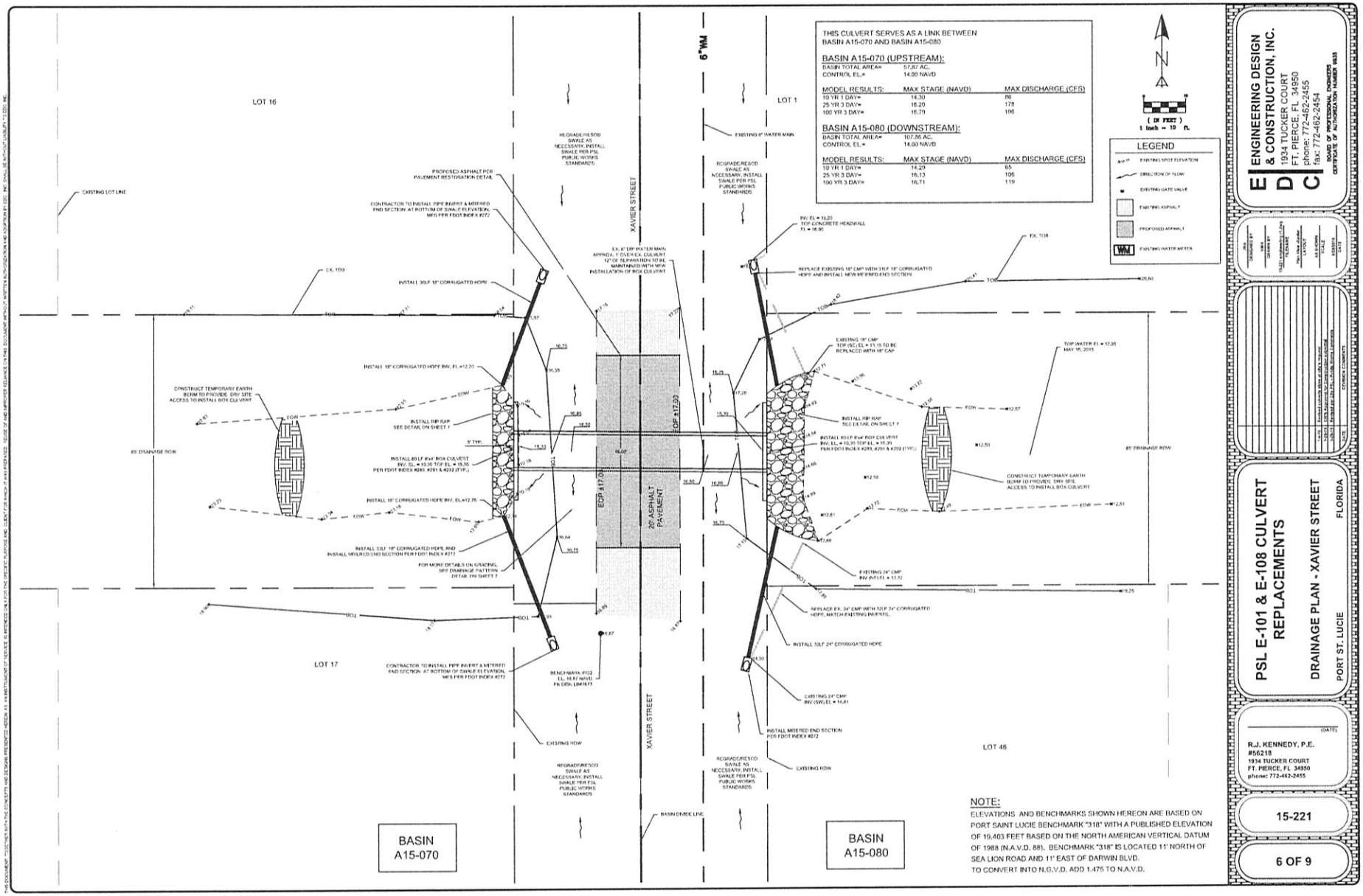
15-221
5 OF 9


THIS CULVERT SERVES AS A LINK BETWEEN
BASIN A15-070 AND BASIN A15-080
BASIN A15-070 (UPSTREAM):
BASIN TOTAL AREA= 57.87 AC.
CONTROL EL.= 14.00 NAVD
MODEL RESULTS: MAX STAGE (NAVD) MAX DISCHARGE (CFS)
10 YR 1 DAY= 14.30 80
25 YR 3 DAY= 16.29 178
100 YR 3 DAY= 16.79 196
BASIN A15-080 (DOWNSTREAM):
BASIN TOTAL AREA= 107.36 AC.
CONTROL EL.= 14.00 NAVD
MODEL RESULTS: MAX STAGE (NAVD) MAX DISCHARGE (CFS)
10 YR 1 DAY= 14.29 65
25 YR 3 DAY= 16.13 106
100 YR 3 DAY= 16.71 119
LEGEND
EXISTING SPOT ELEVATION
DIRECTION OF FLOW
EXISTING GATE VALVE
EXISTING ASPHALT
PROPOSED ASPHALT
EXISTING WATER METER
(IN FEET)
1 inch = 10 ft.
LOT 16
LOT 17
LOT 1
LOT 46
XAVIER STREET
6"WM
EXISTING LOT LINE
EXISTING 6" WATER MAIN
PROPOSED ASPHALT PER PAVEMENT RESTORATION DETAIL
REGRADE/RESOD SWALE AS NECESSARY, INSTALL SWALE PER PSL PUBLIC WORKS STANDARDS
CONTRACTOR TO INSTALL PIPE INVERT & MITERED END SECTION AT BOTTOM OF SWALE ELEVATION, MES PER FDOT INDEX #272
EX. 6" DIP WATER MAIN APPROX. 1' OVER EX. CULVERT, 12" OF SEPARATION TO BE MAINTAINED WITH NEW INSTALLATION OF BOX CULVERT
INV. EL = 15.20 TOP CONCRETE HEADWALL EL = 18.90
REPLACE EXISTING 18" CMP WITH 31LF 18" CORRUGATED HDPE AND INSTALL NEW MITERED END SECTION
EX. TOB
EX. TOS
TOB
TOS
INSTALL 30LF 18" CORRUGATED HDPE
INSTALL 18" CORRUGATED HDPE INV. EL.=12.70
CONSTRUCT TEMPORARY EARTH BERM TO PROVIDE DRY SITE ACCESS TO INSTALL BOX CULVERT
EOW
INSTALL RIP RAP SEE DETAIL ON SHEET 7
INSTALL 60 LF 8'x4' BOX CULVERT INV. EL. = 13.30 TOP EL. = 15.30 PER FDOT INDEX #280, #281 & #282 (TYP.)
5' TYP.
65' DRAINAGE ROW
INSTALL 18" CORRUGATED HDPE INV. EL.=12.75
INSTALL 33LF 18" CORRUGATED HDPE AND INSTALL MITERED END SECTION PER FDOT INDEX #272
FOR MORE DETAILS ON GRADING SEE DRAINAGE PATTERN DETAIL ON SHEET 7
EOP=17.00
20' ASPHALT PAVEMENT
CONTRACTOR TO INSTALL PIPE INVERT & MITERED END SECTION AT BOTTOM OF SWALE ELEVATION, MES PER FDOT INDEX #272
BENCHMARK #102 EL. 16.87 NAVD PK DEX LINK 675
EXISTING ROW
REGRADE/RESOD SWALE AS NECESSARY, INSTALL SWALE PER PSL PUBLIC WORKS STANDARDS
BASIN DIVIDE LINE
EXISTING 18" CMP TOP (SE) EL = 13.15 TO BE REPLACED WITH 18" CAP
TOP WATER EL = 17.35 MAY 15, 2015
INSTALL RIP RAP SEE DETAIL ON SHEET 7
INSTALL 60 LF 8'x4' BOX CULVERT INV. EL. = 13.30 TOP EL. = 15.30 PER FDOT INDEX #280, #281 & #282 (TYP.)
CONSTRUCT TEMPORARY EARTH BERM TO PROVIDE DRY SITE ACCESS TO INSTALL BOX CULVERT
85' DRAINAGE ROW
EXISTING 24" CMP INV (NE) EL = 13.32
REPLACE EX. 24" CMP WITH 32LF 24" CORRUGATED HDPE, MATCH EXISTING INVERTS.
INSTALL 32LF 24" CORRUGATED HDPE
EXISTING 24" CMP INV (SW) EL = 14.41
INSTALL MITERED END SECTION PER FDOT INDEX #272
EXISTING ROW
REGRADE/RESOD SWALE AS NECESSARY, INSTALL SWALE PER PSL PUBLIC WORKS STANDARDS
BASIN A15-070
BASIN A15-080
NOTE:
ELEVATIONS AND BENCHMARKS SHOWN HEREON ARE BASED ON PORT SAINT LUCIE BENCHMARK "318" WITH A PUBLISHED ELEVATION OF 19.403 FEET BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (N.A.V.D. 88). BENCHMARK "318" IS LOCATED 11' NORTH OF SEA LION ROAD AND 11' EAST OF DARWIN BLVD.
TO CONVERT INTO N.G.V.D. ADD 1.475 TO N.A.V.D.
E D C
ENGINEERING DESIGN & CONSTRUCTION, INC.
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BOARD OF PROFESSIONAL ENGINEERS CERTIFICATE OF AUTHORIZATION NUMBER 4955
PSL E-101 & E-108 CULVERT REPLACEMENTS
DRAINAGE PLAN - XAVIER STREET
PORT ST. LUCIE FLORIDA
(DATE)
R.J. KENNEDY, P.E.
#56218
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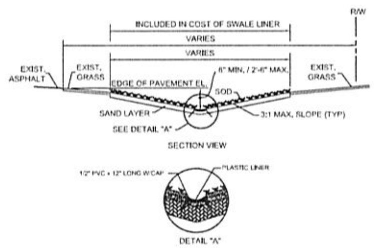
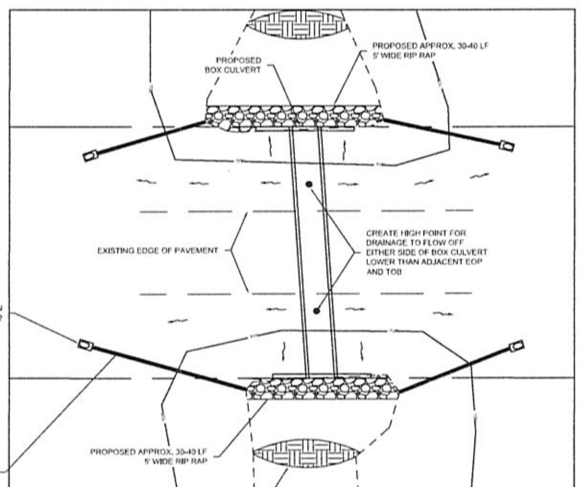
15-221
6 OF 9



1. SWALE LINER: 1/4 SECTION OF 12" ID SMOOTH INNER WALL PERFORATED BLACK POLYETHYLENE PIPE.
2. 1/2" DIAMETER x 12" LONG PVC WITH CAP FOR STAKES THRU LINER AT CORRUGATION, EQUAL DISTANCE. (10 PER 20' LENGTH).
3. SOD SHALL BE LAID OVER A 3" THICK SAND LAYER.
4. ALLOW A 1-1/2" GAP BETWEEN LINER SECTIONS FOR EXPANSION
5. THE PEGS MUST BE FLUSH WITH THE LINER
6. INSTALL SWALE LINER GRADE FOR POSITIVE DRAINAGE AND/OR MATCH EXISTING GRADES.

PLASTIC SWALE LINER INSTALLATION DETAIL

N.T.S.

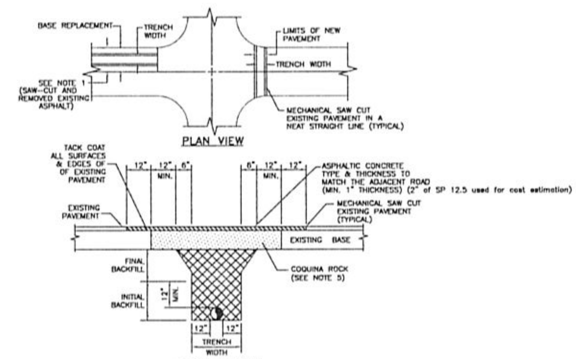


TYPICAL DRAINAGE PATTERN

1. GRADE FROM HIGH POINT TO EXISTING AT 2% MAX SLOPE.

2. TEMPORARY EARTH BERM SHALL BE CONSTRUCTED PRIOR TO REMOVAL OF EXISTING PIPES, AND SHALL REMAIN IN PLACE UNTIL PROPOSED BOX CULVERT IS IN PLACE AND CONSTRUCTION IS FINISHED.

3. SOD ALL DISTURBED AREAS. INSTALL SWALE LINE AS NECESSARY UTILIZE PSL PUBLIC WORKS SWALE LINER STANDARDS

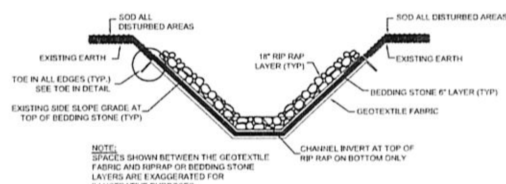


SECTION VIEW

NOTES:

1. PAVEMENT RESTORATIONS FOR LONGITUDINAL CUTS IN ALL STREETS SHALL BE FULL LANE WIDTH, WITH FULL LANE WIDTH RESURFACING FOR EACH LANE WITHIN THE LIMITS OF THE CUT.
2. WHEN AN ARTERIAL OR MAJOR COLLECTOR STREET IS OPEN CUT WITHIN THE LIMITS OF THE ROADWAY INTERSECTION, THE ENTIRE INTERSECTION SHALL BE OVERLAID WITH ASPHALTIC CONCRETE.
3. WHEN STREETS OTHER THAN ARTERIALS OR MAJOR COLLECTORS ARE OPEN CUT MORE THAN TWO TIMES AT THE INTERSECTION, THE ENTIRE INTERSECTION SHALL BE OVERLAID WITH ASPHALTIC CONCRETE. TWO OPEN CUTS OR LESS AT THE INTERSECTION WILL REQUIRE OVERLAYING WITH ASPHALT ONLY IN THE OPEN CUT AREA.
4. THE CONTRACTOR SHALL BE REQUIRED TO DOCUMENT ALL PAVEMENT MARKINGS PRIOR TO OVERLAY. THE CONTRACTOR SHALL THEN PLACE NEW PAVEMENT MARKINGS AT THE SAME LOCATIONS. PAVEMENT MARKINGS SHALL BE IN ACCORDANCE TO F.D.O.T. STANDARDS.
5. COQUINA ROCK (12" MIN.)
6. EARTHWORK, EXCAVATION, BACKFILL AND COMPACTION SHALL BE IN ACCORDANCE WITH PSLUSD STANDARDS. ALL BACKFILL SHALL MEET DENSITY REQUIREMENTS OF 100% T-180.

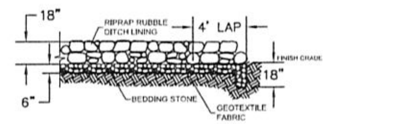
UTILITY ROAD CUT PAVEMENT RESTORATION



NOTE:
SPACES SHOWN BETWEEN THE GEOTEXTILE FABRIC AND RIPRAP OR BEDDING STONE LAYERS ARE EXAGGERATED FOR ILLUSTRATIVE PURPOSES.

TYPICAL RIPRAP DETAILS

N.T.S.



TOE IN DETAILS

N.T.S.

1. INSTALLATION SHALL BE IN ACCORDANCE WITH SECTION 530-3 OF THE FDOT SPECIFICATIONS. THE AREAS TO RECEIVE RIPRAP SHALL BE LINED WITH FILTER FABRIC AND 6" INCHES OF BEDDING STONE. ROCK RUBBLE SHALL BE PLACED IN 2 LAYERS FOR A TOTAL DEPTH OF 18" TO PRODUCE A REASONABLY WELL GRADED MASS OF STONE WITH THE MINIMUM PRACTICAL PERCENTAGE OF VOIDS.

2. THE ROCK RUBBLE SHALL BE BROKEN STONE CONFORMING TO SECTION 530-3.2 OF THE FDOT SPECIFICATIONS. BROKEN CONCRETE SHALL NOT BE ALLOWED.

3. THE BEDDING STONE SHALL CONFORM TO SECTION 901-1 OF THE FDOT SPECIFICATIONS FOR NUMBER 4 COURSE AGGREGATE.

4. GEOTEXTILE FABRIC SHALL BE IN ACCORDANCE WITH FDOT INDEX 199. GEOTEXTILE FABRIC SHALL BE INSTALLED IN A CONTINUOUS LAYER BENEATH ALL BEDDING STONE INCLUDING TOE IN AREAS AND SHALL LAP THE TOP OF BEDDING STONE A MINIMUM OF 4 FEET.

5. TOE IN DETAIL APPLIES TO ALL LIMITS OF RIPRAP INSTALLATION.

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PSL E-101 & E-108
CULVERT REPLACEMENTS

PAVING, GRADING & DRAINAGE DETAILS

PORT ST. LUCIE FLORIDA

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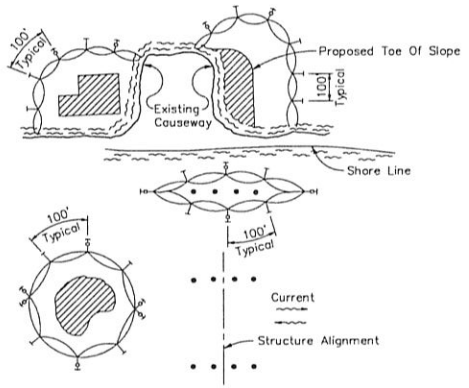
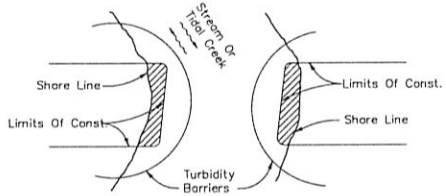


LEGEND

- Pile Locations
- Dredge Or Fill Area
- Mooring Buoy w/Anchor
- Anchor
- Barrier Movement Due To Current Action



NOTES:

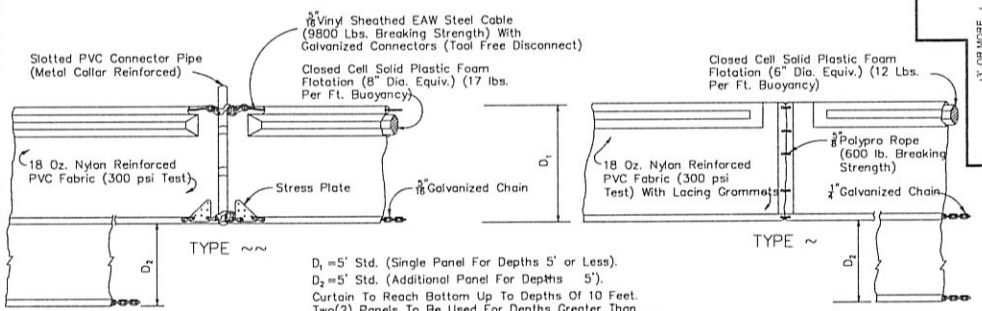
1. Turbidity barriers are to be used in all permanent bodies of water regardless of water depth.
2. Number and spacing of anchors dependent on current velocities.
3. Deployment of barrier around pile locations may vary to accommodate construction operations.
4. Navigation may require segmenting barrier during construction operations.
5. For additional information see Section 104 of the Standard Specifications.

TURBIDITY BARRIER APPLICATIONS

Note:
Turbidity barriers for flowing streams and tidal creeks may be either floating, or staked types or any combinations of types that will suit site conditions and meet erosion control and water quality requirements. The barrier type(s) will be at the Contractors option unless otherwise specified in the plans, however payment will be under the pay item(s) established in the plans for Floating Turbidity Barrier and/or Staked Turbidity Barrier. Posts in staked turbidity barriers to be installed in vertical position unless otherwise directed by the Engineer.

GENERAL NOTES

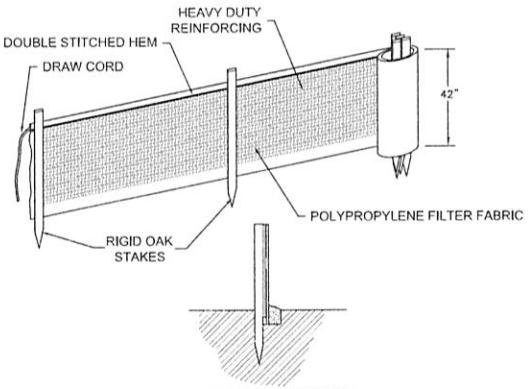
1. Floating turbidity barriers are to be paid for under the contract unit price for Floating Turbidity Barrier, LF.
2. Staked turbidity barriers are to be paid for under the contract unit price for Staked Turbidity Barrier, LF.



D_1 =5' Std. (Single Panel For Depths 5' or Less).
D_2 =5' Std. (Additional Panel For Depths 5').
Curtain To Reach Bottom Up To Depths Of 10 Feet. Two(2) Panels To Be Used For Depths Greater Than 10 Feet Unless Special Depth Curtains Specifically Called For In The Plans Or As Determined By The Engineer.

NOTICE: COMPONENTS OF TYPES ~ AND ~~ MAY BE SIMILAR OR IDENTICAL TO PROPRIETARY DESIGNS. ANY INFRINGEMENT ON THE PROPRIETARY RIGHTS OF THE DESIGNER SHALL BE THE SOLE RESPONSIBILITY OF THE USER. SUBSTITUTIONS FOR TYPES ~ AND ~~ SHALL BE AS APPROVED BY THE ENGINEER.

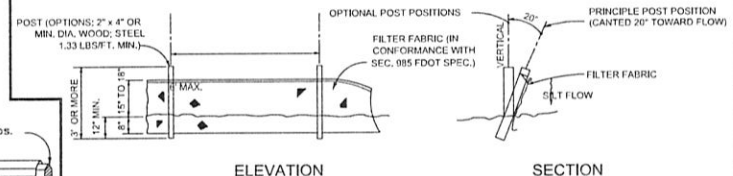
FLOATING TURBIDITY BARRIERS



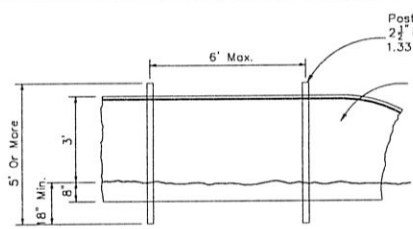
NOTES:

1. SILT FENCE SHALL BE INSTALLED PER MANUFACTURES SPECIFICATIONS PRIOR TO THE START OF CONSTRUCTION AND SHALL NOT BE REMOVED UNTIL CONSTRUCTION IS COMPLETE.
2. THE CONTRACTOR SHALL INSPECT AND REPAIR THE SILT FENCE AFTER EACH RAIN EVENT AND REMOVE SEDIMENT WHEN NECESSARY.
3. REMOVED SEDIMENT SHALL BE DEPOSITED IN AN AREA THAT WILL NOT CONTRIBUTE SEDIMENT OFFSITE AND CAN BE PERMANENTLY STABILIZED.
4. THE SILT FENCE SHALL BE PLACED ON SLOPE CONTOUR TO MAXIMIZE ITS PONDING EFFICIENCY.

SILT FENCE DETAIL



NOTE: SILT FENCE TO BE PAID FOR UNDER THE CONTRACT UNIT PRICE FOR STACKED SILT FENCE (LF).



STAKED TURBIDITY BARRIER

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CERTIFICATE OF AUTHORIZATION NUMBER 4349

PSL E-101 & E-108 CULVERT REPLACEMENTS
STORMWATER POLLUTION PREVENTION DETAILS
PORT ST. LUCIE FLORIDA

(DATE)
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15-221

8 OF 9

GENERAL NOTES

1. ANY DISCREPANCIES ON THE DRAWINGS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER BEFORE COMMENCING WORK. NO FIELD CHANGE OR DEVIATIONS FROM THE DESIGN ARE TO BE MADE WITHOUT PRIOR APPROVAL OF THE ENGINEER.

2. THE CONTRACTOR SHALL CONTACT ENGINEER OF RECORD, THE APPROPRIATE GOVERNMENTAL JURISDICTIONAL AGENCY AND ALL OTHER CONCERNED UTILITIES AT LEAST 2 FULL BUSINESS DAYS IN ADVANCE OF CONSTRUCTION OPERATIONS.

3. THE LOCATION AND SIZE OF ALL EXISTING UTILITIES SHOWN ON THE PLANS ARE APPROXIMATE AND ARE BASED ON THE BEST AVAILABLE INFORMATION. ADDITIONAL UTILITIES MAY EXIST WHICH ARE NOT SHOWN ON THE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PHYSICALLY LOCATING ALL EXISTING UTILITIES. THE CONTRACTOR SHALL VERIFY ALL UTILITIES BY ELECTRONIC METHODS AND BY HAND EXCAVATION IN COORDINATION WITH ALL UTILITY COMPANIES, PRIOR TO BEGINNING ANY CONSTRUCTION OPERATIONS. ANY AND ALL CONFLICTS OF EXISTING UTILITIES WITH PROPOSED IMPROVEMENTS SHALL BE RESOLVED BY THE ENGINEER AND THE OWNER PRIOR TO BEGINNING ANY CONSTRUCTION OPERATIONS. THIS WORK BY THE CONTRACTOR SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT AND NO ADDITIONAL COMPENSATION SHALL BE ALLOWED.

4. PROJECT SUPERINTENDENT: THE CONTRACTOR SHALL PROVIDE A QUALIFIED SUPERINTENDENT TO REMAIN ON THE JOB SITE AT ALL TIMES WHEN WORK IS BEING PERFORMED. THE SUPERINTENDENT SHALL BE PRESENT AT THE PRE-CONSTRUCTION MEETING. THE CONTRACTOR SHALL NOTIFY THE OWNER BY LETTER, PRIOR TO THE PRE-CONSTRUCTION MEETING, APPOINTING THE SUPERINTENDENT FOR THIS PROJECT INCLUDING A FORMAL RESUME SHOWING QUALIFICATIONS.

5. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE HIS COMPLETE FAMILIARITY WITH THE PROJECT SITE AND COMPONENTS TO INCLUDE SUBSURFACE CONDITIONS OF SOIL AND GROUNDWATER TABLE. BY SUBMITTAL OF A BID FOR THIS PROJECT, THE CONTRACTOR ACKNOWLEDGES HIS COMPLETE UNDERSTANDING AND RESPONSIBILITIES WITH RESPECT TO THE CONSTRUCTION ACTIVITIES REQUIRED UNDER THE SCOPE OF THIS PROJECT.

6. THE "TRENCH SAFETY ACT" SHALL BE INCORPORATED INTO THIS CONTRACT AS ENHANCED BY THE LEGISLATURE OF THE STATE OF FLORIDA TO BE IN EFFECT AS OF OCTOBER 1, 1990.

7. AS-BUILT PLANS: THE CONTRACTOR SHALL PROVIDE ONE (1) REPRODUCIBLE MYLAR COPY, FIFTEEN (15) BLACK LINE COPIES AND ONE (1) DIGITAL FORMAT OF A CERTIFIED AS-BUILT SURVEY. DRAWINGS SHALL BEAR THE ORIGINAL SIGNATURE AND EMBOSSED SEAL OF THE SURVEYOR AND SHALL BE SUBMITTED AFTER THE COMPLETION OF CONSTRUCTION, BUT PRIOR TO FINAL APPROVAL. THE AS-BUILT SURVEY SHALL BE PREPARED IN PLAN AND PROFILE FORMAT BY A LICENSED PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF FLORIDA AND SHALL COMPLY WITH APPLICABLE PROVISIONS OF THE FLORIDA ADMINISTRATIVE CODE AND CHAPTER 472 OF THE FLORIDA STATUES. THE DRAWINGS SHALL BE AT A SCALE COMPARABLE TO THE DESIGN DRAWINGS PREPARED BY THE ENGINEER AND SHALL REFERENCE THE BASE LINE OF SURVEY APPEARING ON THE ENGINEERING DRAWINGS. THE HORIZONTAL AND VERTICAL LOCATION OF THE ROADWAYS, DRAINAGE FACILITIES AND ALL APPURTENANCES SHALL BE ACCURATELY DEPICTED TO SCALE AND SHALL BE IDENTIFIED RELATIVE TO THE BASE LINE AND TO READILY IDENTIFIABLE PERMANENT OR SEMI-PERMANENT REFERENCE POINTS EXISTING AFTER THE COMPLETION OF CONSTRUCTION. LOCATIONS SHALL BE SHOWN FOR ALL FITTINGS, VALVES, HYDRANTS, MANHOLES, SAMPLE POINTS, AIR RELEASES, ETC., BOTH HORIZONTAL AND VERTICAL, AND THE LOCATION OF THE MAIN AT EACH BASELINE STATION AS SHOWN ON THE PLANS (100 FEET MAXIMUM) BOTH HORIZONTAL AND VERTICAL. UNDERGROUND FACILITIES (I.E., DRAINAGE, GAS, ELECTRIC, TELEPHONE, ETC.) CROSSING THE MAINS SHALL BE ACCURATELY SHOWN BOTH HORIZONTAL AND VERTICAL AND SHALL IDENTIFY SIZE, TYPE, FACILITY, MATERIAL AND CLEARANCE. ALL INFORMATION SHALL BE BASED UPON MEASUREMENTS AND OBSERVATIONS MADE IN THE FIELD BY THE SURVEYOR CERTIFYING THE SURVEY OR BY PERSONNEL UNDER HIS EMPLOYMENT, DIRECTION AND SUPERVISION. THE COST FOR PREPARING AND MAINTAINING THE AS-BUILT PLANS SHALL BE INCIDENTAL TO THE CONSTRUCTION COST.

8. THE CONTRACTOR SHALL PREPARE A PLAN SHOWING THE SCHEDULE OF WORK, INCLUDING A HIGHLIGHTED PLAN SHOWING THE ORDER OF CONSTRUCTION WHICH WILL FACILITATE MAINTAINING EXISTING SERVICES DURING CONSTRUCTION. THIS PLAN SHALL BE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION MAINTENANCE OF TRAFFIC AND STAGING PLAN.

9. ALL CONSTRUCTION IS TO BE IN ACCORDANCE WITH FLORIDA DEPARTMENT OF TRANSPORTATION STANDARDS AND SPECIFICATIONS, OR THE LOCAL JURISDICTIONAL MUNICIPALITY, WHICHEVER IS MORE STRINGENT.

10. ALL UNDERGROUND MUNICIPAL UTILITIES, FIBER OPTIC, TELEPHONE, FPL, LOCAL CABLE AND ALL OTHER LOCAL UTILITY COMPANY LOCATIONS SHOWN ARE TAKEN FROM INFORMATION PROVIDED BY THAT UTILITY COMPANY. THESE LOCATIONS HAVE NOT BEEN VERIFIED IN THE FIELD. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL UTILITY LOCATIONS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL EXPOSE ALL CROSSINGS WITH PUBLIC & PRIVATE UTILITIES PRIOR TO BEGINNING CONSTRUCTION AND DELIVERY OF PIPE. THE CONTRACTOR SHALL USE EXTREME CAUTION WITHIN THE VICINITY OF PUBLIC & PRIVATE UTILITY FACILITIES. THE CONTRACTOR WILL REQUEST THE PRESENCE OF THE RESPECTIVE UTILITY REPRESENTATIVES DURING CONSTRUCTION IN THE VICINITY OF THEIR FACILITIES EVEN IF A PROFILE OF THE UTILITY FACILITIES IS PROVIDED IN THESE DRAWINGS. THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING THE PUBLIC & PRIVATE UTILITIES AND VERIFYING / OBTAINING THE LOCATION(S) OF THESE FACILITIES.

11. ANY NGVD 29 AND NAVD 88 MONUMENT WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF IN DANGER OF DAMAGE, THE CONTRACTOR SHOULD NOTIFY:

GEODETIC INFORMATION CENTER
ATTN: MARK MAINTENANCE CENTER
ATTN: MCG - 162
6001 EXECUTIVE BOULEVARD
ROCKVILLE, MD 20852
TELEPHONE: (301) 443-8319

CITY OF PORT ST. LUCIE
PUBLIC WORKS DEPARTMENT
121 SW PORT ST. LUCIE BLVD.
PORT ST. LUCIE, FL 34984

12. CONTRACTOR TO UTILIZE "APPROVED FOR CONSTRUCTION" PLANS ONLY. ANY PLANS NOT "APPROVED FOR CONSTRUCTION" SHALL BE CONSIDERED PRELIMINARY AND SHOULD NOT BE USED FOR BIDDING OR CONSTRUCTION.

13. SHOP DRAWINGS FOR ALL STRUCTURES SHALL BE SUBMITTED TO ENGINEER FOR REVIEW AND APPROVAL PRIOR TO ORDERING.

14. SHOP DRAWINGS ARE REQUIRED ON ALL STRUCTURES. THE ENGINEER REQUIRES FIVE (5) BUSINESS DAYS TO REVIEW SHOP DRAWINGS AFTER RECEIPT. ADDITIONAL TIME MAY BE REQUIRED IF LOCAL GOVERNMENT OR MUNICIPALITIES REQUIRE AN INTERNAL REVIEW AND APPROVAL PROCESS.

15. CONCRETE SHALL BE CLASS I 3,000 PSI MINIMUM COMPRESSIVE STRENGTH UNLESS NOTED OTHERWISE. REINFORCING SHALL BE GRADE 60 DEFORMED STEEL BARS IN ACCORDANCE ASTM A-615.

16. CONTRACTOR SHALL PROTECT ALL EXISTING ABOVE OR UNDERGROUND STRUCTURES, LANDSCAPE FEATURES, TREES AND UTILITIES NOT SHOWN ON THE PLANS. THE CONTRACTOR SHALL REPAIR OR REPLACE ANY ITEM DAMAGED BY CONSTRUCTION ACTIVITY TO MEET ALL APPLICABLE CURRENT CODES. ANY REPAIRED / REPLACED ITEMS ARE SUBJECT TO REVIEW AND APPROVAL BY APPLICABLE LOCAL JURISDICTIONAL AGENCY.

17. ALL PROPOSED UTILITY MATERIALS, CONSTRUCTION METHODS, TESTING AND DISINFECTION SHALL CONFORM TO THE REQUIREMENTS OF THE CURRENT LOCAL UTILITY COMPANY STANDARDS AND AWWA CURRENT STANDARD. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN AND UTILIZE A CURRENT COPY OF THE LOCAL REGULATING UTILITY COMPANY STANDARDS AND ENSURE ALL CONSTRUCTION IS IN ACCORDANCE WITH THEIR STANDARDS. ANY CONFLICT WITH THE CONSTRUCTION DRAWINGS AND THE LOCAL UTILITY COMPANY SHALL BE RESOLVED UTILIZING THE MOST STRINGENT DIRECTIONS.

18. ALL HORIZONTAL AND VERTICAL SURVEY CONTROL POINTS SHALL BE PROTECTED AND UNDISTURBED. IN THE EVENT THAT A CONTROL POINT IS DISTURBED OR DESTROYED, THE POINT SHALL BE RE-ESTABLISHED BY A FLORIDA REGISTERED LAND SURVEYOR. THE METHOD TO RE-ESTABLISH THE POINT SHALL BE APPROVED BY THE CITY / COUNTY ENGINEER AT THE EXPENSE OF THE CONTRACTOR.

19. THE CONTRACTOR SHALL PREPARE A COMPLETE VIDEO RECORD OF THE PROJECT SITE BEFORE BEGINNING ANY WORK. THE VIDEO RECORD SHALL INCLUDE ALL ROADWAY, DRAINAGE AND UTILITIES POINTS OF CONNECTION AND SHALL EXTEND A MINIMUM OF 1800 FEET BEYOND THE WORK LIMITS TO DOCUMENT THE EXISTING CONDITIONS. THE CONTRACTOR SHALL ALSO VIDEO DOCUMENT ALL HAUL ROUTES NEEDED FOR THE OFF-SITE MOVEMENT OF EARTHWORK. COPIES OF THE VIDEO RECORD SHALL BE PROVIDED TO THE ENGINEER OF RECORD AND THE OWNER PRIOR TO SUBMITTAL OF THE FIRST PAY REQUEST. IF DAMAGE TO EXISTING INFRASTRUCTURE IS RECOGNIZED DURING THE COURSE OF THE PROJECT AND CANNOT BE IDENTIFIED AS A PRE-CONSTRUCTION CONDITION ON THE VIDEO RECORD, THE CONTRACTOR MAY BE REQUIRED TO MAKE PROPER REPAIRS.

20. THE CONTRACTOR SHALL VIDEO TAPE THE EXTERIOR AND REAR YARDS OF ALL HOUSES / BUSINESSES IN THE PROJECT AREA.

PAVING, GRADING AND DRAINAGE NOTES

1. ALL UNSUITABLE MATERIALS, SUCH AS MUCK, ORGANIC MATERIAL AND OTHER DELETERIOUS MATERIAL AS CLASSIFIED BY AASHTO M-145, FOUND SHALL BE REMOVED DOWN TO ROCK OR SUITABLE MATERIAL AND REPLACED WITH THE SPECIFIED FILL MATERIAL IN MAXIMUM 12 INCH LIFTS COMPACTED TO NOT LESS THAN 100% MAXIMUM DRY DENSITY AT OPTIMUM MOISTURE IN ACCORDANCE WITH AASHTO T-80. THICKNESS OF LAYERS MAY BE INCREASED PROVIDED THAT THE EQUIPMENT AND METHODS USED ARE PROVEN BY FIELD DENSITY TESTING AND CAPABLE OF COMPACTING THICK LAYERS TO SPECIFIED DENSITIES.

2. ALL AREAS SHALL BE CLEARED AND GRUBBED PRIOR TO CONSTRUCTION. THIS SHALL CONSIST OF THE COMPLETE REMOVAL AND DISPOSAL OF ALL TREES, BRUSH, STUMPS, GRASS, WEEDS, RUBBISH AND ALL OTHER OBSTRUCTIONS RESTING ON, OR PROTRUDING THROUGH THE SURFACE OF THE EXISTING GROUND TO A DEPTH OF ONE (1) FOOT. ITEMS DESIGNATED TO REMAIN, TO BE RELOCATED, OR TO BE ADJUSTED SHALL BE SO DESIGNATED ON THE DRAWINGS.

3. FILL MATERIAL SHALL BE CLASSIFIED AS A-1, A-3, OR A-2-4 IN ACCORDANCE WITH AASHTO M-145 AND SHALL BE FREE FROM VEGETATION AND ORGANIC MATERIAL NOT MORE THAN 12% BY WEIGHT OF FILL MATERIAL SHALL PASS THE NO. 200 SIEVE.

4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING CERTIFIED MATERIAL TEST RESULTS TO THE ENGINEER OF THE RECORD PRIOR TO THE RELEASE OF FINAL CERTIFICATION BY THE ENGINEER. TEST RESULTS MUST INCLUDE, BUT MAY NOT BE LIMITED TO, DENSITIES FOR SUBGRADE AND BASE DENSITIES AT UTILITY CROSSINGS, MANHOLES, INLETS, AND STRUCTURES. TEST SHALL INCLUDE ASPHALT GRADATION REPORTS, CONCRETE CYLINDERS, ETC. DENSITY TESTS SHALL BE PERFORMED AT THREE (3) LOCATIONS AROUND ANY STRUCTURE. BEGIN TESTING IN THE FIRST FOOT ABOVE THE BOTTOM OF THE STRUCTURE AND THEN EVERY TWO FEET TO WITHIN TWO FEET OF THE FINISH GRADE; THESE DENSITY REQUIREMENTS ARE THE MINIMUM. THE CONTRACTOR SHALL VERIFY DENSITY REQUIREMENTS AND PROTOCOLS WITH THE LOCAL APPROVING AUTHORITY PRIOR TO CONSTRUCTION OR BIDDING OF THE PROJECT.

5. ALL INLETS AND PIPE SHALL BE PROTECTED DURING CONSTRUCTION TO PREVENT SILTATION IN THE DRAINAGE SYSTEMS BY WAY OF TEMPORARY PLUGS AND PLYWOOD OR PLASTIC COVERS OVER THE INLETS. THE ENTIRE DRAINAGE SYSTEMS SHALL BE CLEANED OF ALL DEBRIS PRIOR TO FINAL ACCEPTANCE. ALL CONCRETE SHALL BE A MINIMUM 3,000 PSI. SOME LOCAL GOVERNMENT STORMWATER PROJECTS MAY REQUIRE TELEVISING OF THE STORM SEWER. CONTRACTOR SHOULD BE KNOWLEDGEABLE OF THIS REQUIREMENT PRIOR TO BIDDING OF THE PROJECT.

6. ALL PROPOSED ELEVATIONS REFER TO FINISHED GRADES.

7. THE CONTRACTOR MUST OBTAIN A WATER USE PERMIT PRIOR TO CONSTRUCTION DEWATERING UNLESS THE WORK QUALIFIES FOR A GENERAL PERMIT PURSUANT TO SUBSECTION 40E-20.302(4), F.A.C.

STORM SEWER NOTES

1. STANDARD SEPARATION FOR ALL WATER AND/OR WASTEWATER MAINS, HORIZONTAL AND VERTICAL, SHALL BE PER FDEP REQUIREMENTS, PROVISIONS OF F.A.C. RULE 62.604 AND TEN STATES STANDARD OR LOCAL MUNICIPALITIES, WHICHEVER IS MORE STRINGENT.

2. ALL DISTURBED OUTFALL DRAINAGE AREAS SHALL BE SODDED UPON COMPLETION OF GRADING AFTER AS-BUILT GRADE ELEVATIONS ARE APPROVED BY THE ENGINEER.

3. PRIOR TO FINAL PAYMENT FOR RETENTION, DETENTION AND DRAINAGE DITCH QUANTITIES, ALL SLOPES AND SWALES SHALL BE SODDED TO AVOID EROSION.

4. THERE IS TO BE NO OFF-SITE HAULING WITHOUT PRIOR APPROVAL AND ALL EXCAVATED MATERIAL SHALL BE USED ON-SITE. COORDINATION WITH THE OWNER IS REQUIRED FOR THE REMOVAL OF ANY UNSUITABLE MATERIALS.

5. THE CONTRACTOR SHALL CONSTRUCT THE STORMWATER MANAGEMENT SYSTEM IN A MANNER SO AS TO MINIMIZE ANY ADVERSE IMPACTS OF THE WORKS ON FISH, WILDLIFE, NATURAL ENVIRONMENTAL VALUES AND WATER QUALITY ON OR OFF-SITE. THE CONTRACTOR SHALL INSTITUTE NECESSARY MEASURES DURING THE CONSTRUCTION PERIOD, INCLUDING FULL COMPACTION OF ANY FILL MATERIAL PLACED AROUND NEWLY INSTALLED STRUCTURES TO REDUCE EROSION, TURBIDITY, NUTRIENT LOADING AND SEDIMENTATION IN THE RECEIVING WATERS.

6. WITHIN THIRTY (30) DAYS AFTER COMPLETION OF CONSTRUCTION OF THE SURFACE WATER MANAGEMENT SYSTEM, THE CONTRACTOR SHALL ASSIST THE DESIGN ENGINEER TO PROVIDE A WRITTEN STATEMENT OF COMPLETION AND CERTIFICATION BY A FLORIDA PROFESSIONAL ENGINEER. THESE STATEMENTS MUST SPECIFY THE ACTUAL DATE OF CONSTRUCTION COMPLETION AND MUST CERTIFY THAT ALL FACILITIES HAVE BEEN CONSTRUCTED IN SUBSTANTIAL CONFORMANCE WITH THE PLANS AND SPECIFICATIONS. THE CONSTRUCTION COMPLETION CERTIFICATION MUST INCLUDE, AT A MINIMUM EXISTING ELEVATIONS, LOCATIONS AND DIMENSIONS OF THE COMPONENTS OF THE SURFACE WATER MANAGEMENT FACILITIES. ADDITIONALLY, IF DEVIATIONS FROM THE APPROVED DRAWINGS ARE DISCOVERED DURING THE CERTIFICATION PROCESS, THE CERTIFICATION MUST BE ACCOMPANIED BY A COPY OF THE APPROVED PERMIT DRAWINGS WITH DEVIATIONS NOTED. SEE ALSO AS-BUILT REQUIREMENTS.

7. A STABLE PERMANENT AND ACCESSIBLE ELEVATION REFERENCE SHALL BE ESTABLISHED ON OR WITHIN ONE HUNDRED (100) FEET OF ALL PERMITTED DISCHARGE STRUCTURES NO LATER THAN THE SUBMISSION OF THE CERTIFICATION TO THE WATER MANAGEMENT DISTRICT. THE LOCATION OF THE ELEVATION REFERENCE MUST BE NOTED ON OR WITHIN THE CERTIFICATION REPORT.

8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CORRECTION OF ANY EROSION OR SHOALING OF THE WATER QUALITY MANAGEMENT SYSTEM.

9. INLETS (425 / 430): INCLUDES THE LIST OF MATERIALS / INSTALLATION / DEWATERING STABILIZATION / AS-BUILT SURVEYING / TESTING. ALL STRUCTURES WILL REQUIRE THREE (3) COMPACTION TESTS AT DIFFERENT LOCATIONS AND UNDER STRUCTURES OR PER LOCAL APPROVING AUTHORITY, WHICHEVER IS MORE STRINGENT.

10. PIPE CULVERTS AND STORM SEWERS SHALL BE CONSTRUCTED AND INSTALLED IN ACCORDANCE WITH SECTION 430 FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.

11. HDPE (HIGH DENSITY POLYETHYLENE) CULVERT SHALL BE N-12 INSTALLED PER MANUFACTURER RECOMMENDATIONS. MANUFACTURER IS ADS (ADVANCED DRAINAGE SYSTEMS, INC.) AIR ENTRENCHED PIPE.

12. REINFORCED CONCRETE PIPE SHALL BE ASTM C-76 CLASS III IN ACCORDANCE WITH SECTION 941 OF THE FDOT STANDARD SPECIFICATIONS.

FILTER FABRIC (STORM PIPE JOINTS)

THE CONTRACTOR SHALL WRAP ALL STORM PIPE JOINTS. CONSTRUCTION SHALL BE PER F.D.O.T. INDEX NO. 280 WITH WOVEN GEOTEXTILE TYPE D-3 (F.D.O.T. INDEX NO. 199), SECURED W / STRAPPING. ALL JOINTS SHALL BE WRAPPED FOR A MINIMUM OF 18 INCHES FROM THE BAND OR JOINT OR BELL AND SPIGOT AS APPLICABLE.

DEWATERING

ALL DEWATERING SHALL BE IN ACCORDANCE WITH 2015 SFWMD STANDARDS. STORM SEWER PIPES AND STRUCTURES AND UTILITIES SHALL BE LAID "IN THE DRY", UNLESS OTHERWISE APPROVED IN WRITING BY THE UTILITY AND ENGINEER OF RECORD. THE CONTRACTOR, AT NO DIRECT COST TO THE OWNER, SHALL PERFORM ALL DEWATERING ACTIVITY. TRENCH EXCAVATIONS SHALL BE DEWATERED BY USING ONE OR MORE OF THE FOLLOWING METHODS: SOCK DRAINS, WELL POINT SYSTEM, SUMP PUMPS OR OTHER METHOD(S) AS APPROVED BY THE ENGINEER. DEWATERING SYSTEMS SHALL BE UTILIZED IN ACCORDANCE WITH GOOD STANDARD PRACTICE AND MUST BE EFFICIENT ENOUGH TO LOWER THE WATER LEVEL IN ADVANCE OF THE EXCAVATION AND MAINTAIN IT CONTINUOUSLY TO KEEP THE TRENCH BOTTOM AND SIDES FIRM AND DRY. IF THE MATERIAL ENCOUNTERED AT TRENCH GRADE IS SUITABLE FOR THE PASSAGE OF WATER WITHOUT DESTROYING THE SIDES OR UTILITY FOUNDATION OF THE TRENCH, SUMPS MAY BE PROVIDED AT INTERVALS AT THE SIDE OF THE MAIN TRENCH EXCAVATION, WITH PUMPS USED TO LOWER THE WATER LEVEL BY TAKING THEIR SUCTION FROM SAID SUMPS. DISCHARGE FROM DEWATERING SHALL BE DISPOSED OF IN SUCH A MANNER THAT IT WILL NOT INTERFERE WITH NORMAL DRAINAGE OF THE AREA IN WHICH THE WORK IS BEING PERFORMED, CREATE A PUBLIC NUISANCE OR FORM PONDING. ALL DISCHARGE SHALL BE IN ACCORDANCE WITH ANY SFWMD ISSUED PERMITS. THE OPERATIONS SHALL NOT CAUSE INJURY TO ANY PORTION OF THE WORK COMPLETED OR IN PROGRESS OR TO THE SURFACE OF STREETS OR TO PRIVATE PROPERTY. THE ENGINEER OF RECORD AND NECESSARY REGULATORY AGENCIES, PRIOR TO CONSTRUCTION, SHALL APPROVE THE PROPOSED DEWATERING METHOD(S) AND SCHEDULE. ADDITIONALLY, WHERE PRIVATE PROPERTY WILL BE INVOLVED, THE CONTRACTOR SHALL OBTAIN ADVANCE PERMISSION FROM THE PROPERTY OWNER.

CONFLICTS

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO BECOME ACQUAINTED WITH EXISTING CONDITIONS AND TO LOCATE STRUCTURES AND STORM PIPES ALONG THE PROPOSED STORM PIPE ALIGNMENT IN ORDER TO AVOID CONFLICTS. WHERE ACTUAL CONFLICTS ARE UNAVOIDABLE, WORK SHALL BE COORDINATED WITH THE FACILITY OWNER AND PERFORMED SO AS TO CAUSE AS LITTLE INTERFERENCE AS POSSIBLE WITH THE SERVICE RENDERED BY THE FACILITY DISTURBED. ALL AFFECTED UTILITIES SHALL BE NOTIFIED PRIOR TO EXCAVATION IN THEIR VICINITY. CONTRACTOR TO POTHOLE ALL CONFLICTS OF EXISTING UTILITIES AND PROPOSED IMPROVEMENTS AT LEAST 10 DAYS PRIOR TO CONSTRUCTION TO CONFIRM CONFLICT RESOLUTION SHOWN ON THE PLANS.

SOD

1. THE SOD SHALL BE CERTIFIED TO MEET FLORIDA STATE PLANT BOARD SPECIFICATIONS, ABSOLUTELY TRUE TO VARIETAL TYPE AND FREE FROM WEEDS, FUNGUS, INSECTS AND DISEASE OF ANY KIND. ALL SODDED AREAS SHALL BE GRASSED AS SPECIFIED ON PLANS AND SURVIVAL GUARANTEED FOR NINETY DAYS FROM DATE OF REPLACEMENT. SURVIVAL OF ALL RELOCATED TREES SHALL BE GUARANTEED FOR 1 YEAR AFTER TRANSPLANTING.

2. SODDING SHALL CONSIST OF SITE PREPARATION, FURNISHING AND PLACING SOD, STAPLES AND FERTILIZER AND IRRIGATING AT THE RATES AND MANNER DESCRIBED IN THIS SPECIFICATION FOR THE DESIGNATED AREAS.

3. UNLESS NOTED OTHERWISE ON LANDSCAPE PLANS, SOD SHALL BE ARGENTINE BAHIA GRASS AND SHALL BE 12-INCH BY 12-INCH SQUARES OR OTHER COMMERCIALLY AVAILABLE RECTANGLES. THE SOD SHALL BE SUFFICIENTLY THICK (MINIMUM THICKNESS OF 2 INCHES) TO PROVIDE A DENSE STAND OF LIVE GRASS. THE SOD SHALL HAVE BEEN GROWN ON MINERAL SOIL. SOD SHALL BE LIVE, FRESH, AND UNINJURED AT THE TIME OF PLANTING AND SHALL BE PROTECTED FROM DRYING OUT BY SHADING AND WATERING FROM THE TIME IT IS DUG UNTIL PLANTING.

4. FERTILIZER SHALL BE EITHER IN THE LIQUID OR DRY FORM. FERTILIZER SHALL BE UNIFORM IN COMPOSITION, FREE-FLOWING AND SUITABLE FOR APPLICATION WITH STANDARD EQUIPMENT. THE FERTILIZER SHALL CONFORM TO THE STATE OF FLORIDA FERTILIZER LAWS AND CITY OF PORT ST. LUCIE FERTILIZER LAW IN EFFECT ON THE DATE OF IT BEING PLACED AND SHALL BE DELIVERED IN BAGS, BOTTLES, DRUMS, OR OTHER CONVENIENT CONTAINERS, EACH FULLY LABELED AND BEARING THE NAME, TRADEMARK, ANALYSIS, AND WARRANTY OF THE PRODUCT. FERTILIZER SHALL HAVE AN AVAILABLE PLANT FOOD ANALYSIS OF 16-16-10 OR EQUIVALENT PLANT FOOD VALUE AND SHALL BE MIXED WITH THE TOP 3 TO 4 INCHES OF SOIL. FERTILIZER SHALL BE APPLIED AT THE RATE OF 800 POUNDS PER ACRE OR 18 POUNDS PER 1,000 SQ. FT.

5. LIME SHALL BE DOLOMITIC LIMESTONE, AND SHALL BE IN ACCORDANCE WITH RULES AND REGULATIONS OF THE STATE OF FLORIDA FERTILIZER LAWS AND CITY OF PORT ST. LUCIE FERTILIZER LAW IN EFFECT ON THE DATE OF IT BEING PLACED. LIME SHALL BE APPLIED AT THE RATE OF ONE TON PER ACRE OR 45 POUNDS PER 1,000 SQ. FT.

6. STAPLES FOR SOD PLACED ON SIDE SLOPES 3:1 & STEEPER SHALL BE BLACK IRON WIRE NOT SMALLER THAN 14 GAUGE, AND BENT FROM A LENGTH OF WIRE AT LEAST 25 INCHES LONG INTO A 'U' WITH A 1 INCH WIDTH AT THE CROWN. COST OF STAPLES SHALL BE INCIDENTAL TO THE SOD UNIT PRICE.

7. WATER USED FOR IRRIGATION MAY BE OBTAINED FROM ANY APPROVED SOURCE. IT SHALL BE FREE OF EXCESS AND HARMFUL CHEMICALS, ACIDS, ALKALIES, OR ANY SUBSTANCE, WHICH IS HARMFUL TO PLANT GROWTH.

8. WHERE SODDING WILL BE DONE, ALL LOOSE ROCK, WOODY MATERIAL, AND OTHER OBSTRUCTIONS THAT WILL INTERFERE WITH SODDING SHALL BE REMOVED AND THE AREA SHALL BE REASONABLY SMOOTH AND UNIFORM. LIME AND FERTILIZER WILL BE APPLIED IN THE SAME QUANTITY AND MANNER AS SPECIFIED BY THE MANUFACTURER.

9. THE SOD STRIPS SHALL BE LAID IN A STAGGERED PATTERN WITH SNUG EVEN JOINTS. ALL JOINTS SHALL BE BUTTED TIGHT TO PREVENT VOIDS. IMMEDIATELY FOLLOWING SOD PLACEMENT, IT SHALL BE ROLLED OR TAMPED TO INSURE SOLID CONTACT OF ROOT MAT TO SOIL SURFACE. THE SOD SHALL BE SECURELY ANCHORED TO THE SOIL BY PINNING WITH STAPLES OR WOODEN PEGS WHEN PLACED ON SLOPES 3:1 OR STEEPER. COST OF STAPLES AND PEGS SHALL BE INCIDENTAL TO THE SOD UNIT PRICE. PIN OR PEG EACH SEPARATE PIECE OF SOD PLACED OR EVERY 3 FEET ALONG EACH CONTINUOUS STRIP OF SOD.

SOIL EROSION PLAN

1. NO POLLUTION OR EROSION CAUSED BY THIS PROJECT WILL BE ALLOWED IN THE STORMWATER DRAINAGE SYSTEM. THE CONTRACTOR SHALL INSTALL ANY DEVICES NECESSARY TO PREVENT POLLUTION OR EROSION. THE COST OF POLLUTION AND EROSION CONTROL SHALL BE INCIDENTAL TO THE COST OF THE CONSTRUCTION.

2. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL SUBMIT A SITE SPECIFIC SOIL EROSION CONTROL PLAN. IN GENERAL, THE SOIL EROSION CONTROL PLAN SHALL REQUIRE THAT ALL ON-SITE SOILS WILL REMAIN ON-SITE AND WILL NOT ERODE INTO THE ADJACENT ROADSIDE SWALES, ADJACENT PROPERTIES OR RETENTION DITCHES. ALL EXISTING SWALES SHALL REMAIN SODDED DURING CONSTRUCTION. THE CONTRACTOR SHALL SCARIFY ONLY AS NECESSARY TO CONSTRUCT THE PROJECT. THE CONTRACTOR SHALL SCARIFY AREAS TO PLACE VARIOUS PIPE WORK. AFTER PLACEMENT OF THE PIPE, THESE TRENCHES SHALL BE BACKFILLED AND COMPACTED TO 98% MODIFIED PROCTOR AASHTO T-180. PRIOR TO DISCHARGE FROM THE SITE, SILTATION BARRIERS AND HAY BALES SHALL BE UTILIZED AS PER FDOT INDEX 102. THE DRAINAGE WHICH OUTFALLS TO THE RETENTION AREAS SHALL BE STABILIZED AND SODDED IMMEDIATELY UPON COMPLETION OF CONSTRUCTION. ANY DEWATERING OR PUMPING OF WATER INTO THE ROADSIDE SWALES OR RETENTION SWALES SHALL BE STAKED WITH BALED HAY AND SILTATION FENCES AS PER FDOT INDEX 102 TO AVOID FILLING THESE AREAS. UPON COMPLETION OF THE SITE WORK, ALL AREAS SHALL BE SODDED TO AVOID EROSION. CONTRACTOR IS REQUIRED TO COMPLY WITH ALL STATE WATER QUALITY CRITERIA. SPECIFICALLY, NO OFF-SITE DISCHARGES WILL BE ALLOWED WHICH EXCEED THE STATE TURBIDITY CRITERIA.

WATER QUALITY NOTES

1. THE CONTRACTOR MUST MAINTAIN A COPY OF THE LATEST LOCAL WATER MANAGEMENT DISTRICT SURFACE WATER PERMIT, COMPLETE WITH ALL CONDITIONS, ATTACHMENTS, EXHIBITS AND PERMIT MODIFICATIONS IN GOOD CONDITION AT THE CONSTRUCTION SITE. THE COMPLETE PERMIT MUST BE AVAILABLE FOR REVIEW UPON REQUEST BY DISTRICT REPRESENTATIVES. THE CONTRACTOR SHALL REVIEW THE COMPLETE PERMIT PRIOR TO COMMENCEMENT OF THE ACTIVITY AUTHORIZED BY THE PERMIT.

2. ALL ACTIVITIES SHALL BE IMPLEMENTED AS SET FORTH IN THE PLANS, SPECIFICATIONS AND PERFORMANCE CRITERIA AS APPROVED BY LOCAL SURFACE WATER PERMIT. ANY DEVIATION FROM THE PERMITTED ACTIVITY AND THE CONDITIONS FOR UNDERTAKING THAT ACTIVITY SHALL BE CONSIDERED A VIOLATION OF THE PERMIT. PRIOR TO ANY WORK COVERED BY A PERMIT FROM SOUTH FLORIDA WATER MANAGEMENT DISTRICT (SFWMD), A NOTICE OF CONSTRUCTION COMMENCEMENT (FORM 0960) MUST BE SUBMITTED TO SFWMD BY THE PERMITTEE OR AUTHORIZED AGENT.

3. THE LOCAL WATER MANAGEMENT DISTRICT AUTHORIZED STAFF, UPON PROPER IDENTIFICATION, MUST BE GRANTED PERMISSION TO ENTER, INSPECT AND OBSERVE THE SYSTEM TO INSURE CONFORMITY WITH THE PLANS AND SPECIFICATIONS APPROVED BY THE PERMIT.

4. PRIOR TO AND DURING CONSTRUCTION, THE CONTRACTOR SHALL IMPLEMENT AND MAINTAIN ALL EROSION AND SEDIMENT CONTROL MEASURES (BEST MANAGEMENT PRACTICES) REQUIRED TO RETAIN SEDIMENT ON-SITE AND TO PREVENT VIOLATIONS OF STATE WATER QUALITY STANDARDS. ALL PRACTICES MUST BE IN ACCORDANCE WITH THE GUIDELINES AND SPECIFICATIONS IN CHAPTER 6 OF THE FLORIDA LAND DEVELOPMENT MANUAL: A GUIDE TO SOUND LAND AND WATER MANAGEMENT (FLORIDA DEPARTMENT OF ENVIRONMENTAL REGULATIONS 1988), WHICH ARE HEREBY INCORPORATED BY REFERENCE, UNLESS A PROJECT'S SPECIFIC EROSION AND SEDIMENT CONTROL PLAN IS APPROVED AS PART OF THE SFWMD PERMIT, IN WHICH CASE THE PRACTICES MUST BE IN ACCORDANCE WITH THE PLAN. IF SITE'S SPECIFIC CONDITIONS REQUIRE ADDITIONAL MEASURES DURING ANY PHASE OF CONSTRUCTION OR OPERATION TO PREVENT EROSION OR CONTROL SEDIMENT, BEYOND THOSE SPECIFIED IN THE EROSION AND SEDIMENT CONTROL PLAN, THE CONTRACTOR SHALL IMPLEMENT ADDITIONAL BEST MANAGEMENT PRACTICES AS NECESSARY, IN ACCORDANCE WITH THE SPECIFICATIONS IN CHAPTER 6 OF THE FLORIDA LAND DEVELOPMENT MANUAL: A GUIDE TO SOUND LAND AND WATER MANAGEMENT (FLORIDA DEPARTMENT OF ENVIRONMENTAL REGULATION 1988). THE CONTRACTOR SHALL CORRECT ANY EROSION OR SHOALING THAT CAUSES ADVERSE IMPACTS TO THE WATER RESOURCES AT NO ADDITIONAL COST TO OWNER.

5. WITHIN 30 DAYS AFTER COMPLETION OF THE STORMWATER SYSTEM, THE CONTRACTOR MUST ASSIST IN SUBMITTING TO THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT THE FOLLOWING: DISTRICT FORM EN-45 (AS-BUILT CERTIFICATION BY A REGISTERED PROFESSIONAL), SIGNED AND SEALED BY AN APPROPRIATE PROFESSIONAL REGISTERED IN THE STATE OF FLORIDA AND TWO SETS OF AS-BUILT DRAWINGS WHEN, A) REQUIRED BY A SPECIAL CONDITION OF THIS PERMIT, B, THE PROFESSIONAL USES AS-BUILT DRAWINGS TO SUPPORT THE AS-BUILT CERTIFICATION; OR C) WHEN THE COMPLETED SYSTEM SUBSTANTIALLY DIFFERS FROM PERMITTED PLANS. THIS SUBMITTAL WILL SERVE TO NOTIFY THE DISTRICT STAFF THAT THE SYSTEM IS READY FOR INSPECTION AND APPROVAL.

6. STABILIZATION MEASURES SHALL BE INITIATED FOR EROSION AND SEDIMENT CONTROL ON DISTURBED AREAS AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARY OR PERMANENTLY CEASED, BUT IN NO CASE MORE THAN SEVEN (7) DAYS AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS TEMPORARILY OR PERMANENTLY CEASED.

7. THE STORMWATER MANAGEMENT SYSTEM MUST BE COMPLETE IN ACCORDANCE WITH THE PERMITTED PLANS AND PERMIT CONDITIONS PRIOR TO THE INITIATION OF THE PERMITTED USE OF SITE INFRASTRUCTURE. THE SYSTEM MUST BE COMPLETED IN ACCORDANCE WITH THE PERMITTED PLANS AND PERMIT CONDITIONS PRIOR TO TRANSFERRING RESPONSIBILITY FOR OPERATION AND MAINTENANCE OF THE STORMWATER MANAGEMENT SYSTEM TO A RESPONSIBLE ENTITY.

8. IF DEWATERING IS TO OCCUR DURING ANY PHASE OF CONSTRUCTION OR THEREAFTER AND THE SURFACE WATER PUMP(S), WELL(S) OR FACILITIES ARE CAPABLE OF WITHDRAWING ONE MILLION GALLONS OF WATER PER DAY OR MORE OR AN AVERAGE OF 100,000 GALLONS PER DAY OR MORE OVER A YEAR AND ANY DISCHARGE IS TO BE OFF-SITE, THE CONTRACTOR MUST APPLY FOR AND OBTAIN A CONSUMPTIVE USE PERMIT (40C-2) FROM THE SFWMD. CONTRACTOR SHALL NOTIFY ENGINEER IF ADDITIONAL INFORMATION OR APPLICATION MATERIALS ARE NEEDED.

9. WATER QUALITY MONITORING SHALL BE PERFORMED DAILY. SAMPLING SHALL BE PERFORMED IN THE MIDDLE OF ADJACENT CHANNELS MEASURING FOR TURBIDITY, 100 FEET UPSTREAM AND 100 FEET DOWNSTREAM OF DISCHARGES. WHEN TURBIDITY EXCEEDS 29 NTU'S ABOVE BACKGROUND LEVELS AT A SAMPLE POINT 100 FEET UPSTREAM OF DISCHARGES AND / OR 0 NTU'S ABOVE BACKGROUND LEVELS AT A SAMPLE POINT 100 FEET DOWNSTREAM OF DISCHARGES, WORK MUST CEASE AND REMEDIAL MEASURES MUST BE PERFORMED TO RETURN CONDITIONS TO ACCEPTABLE TURBIDITY LEVELS. CONTRACTOR MUST RECEIVE ENGINEER'S APPROVAL PRIOR TO RESTARTING WORK. SAMPLE POINT LOCATIONS ARE IDENTIFIED IN THE SFWMD PERMITS.

10. THE CONTRACTOR SHALL PLACE TURBIDITY BARRIERS AT ALL OUTFALLS PRIOR TO CONSTRUCTION. ALL CUT / FILL WILL BE RELOCATED WITHIN THE EXISTING SITE AND THEREFORE HAULING OF MATERIAL WILL NOT BE REQUIRED, UNLESS APPROVED BY THE OWNER. CONTRACTOR SHALL INSTALL TURBIDITY CONTROL MEASURES PRIOR TO COMMENCEMENT OF CONSTRUCTION, MAINTAIN SAID CONTROLS IN WORKING ORDER THROUGHOUT THE CONSTRUCTION PERIOD, ASSURE THAT TURBID DISCHARGES FROM THE PROJECT TO PROTECTED WATERS AND WETLANDS DO NOT EXCEED LIMITS STATED IN NOTE 9 AND REMOVE SAID CONTROLS AFTER COMPLETION OF CONSTRUCTION.

EARTHWORK AND RELATED OPERATIONS

1. THE CONTRACTOR SHALL PROVIDE A QUALITY CONTROL PLAN FOR MONITORING OF ALL EARTHWORK AND RELATED OPERATIONS. THE QUALITY CONTROL PLAN SHALL INCLUDE AS A MINIMUM, ALL TESTS THAT WILL BE PERFORMED INCLUDING THE PROPOSED TEST FREQUENCIES, ALL MATERIAL SOURCES, THE NAME AND BACKGROUND OF THE PERSON THAT THE CONTRACTOR WILL DESIGNATE AS THE CONTRACTOR'S QUALITY CONTROL MANAGER. THE NAME AND QUALIFICATIONS OF THE TESTING LABORATORY THAT WILL BE PERFORMING QUALITY CONTROL TESTING AND THE NAMES AND QUALIFICATIONS OF THE TESTING LABORATORY PERSONNEL THAT WILL BE PERFORMING THE QUALITY CONTROL TESTING.

2. THE TESTING LABORATORY THAT IS RETAINED TO PERFORM THE CONTRACTOR'S QUALITY CONTROL TESTING MUST BE CERTIFIED BY A RECOGNIZED QUALIFYING AGENCY SUCH AS FDOT, CMEC OR AASHTO FOR THE TYPE OF WORK TO BE PERFORMED.

3. THE QUALITY CONTROL PLAN SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW AND APPROVAL PRIOR TO THE START OF ANY EARTHWORK OR RELATED OPERATION.

4. UTILIZATION OF MATERIALS WITHIN ANY ROADWAY CROSS-SECTION SHALL BE IN ACCORDANCE WITH FDOT ROADWAY AND TRAFFIC DESIGN STANDARDS (LATEST EDITION) UNLESS OTHERWISE SHOWN ON THE PLANS.

5. IF THE EXISTING FILL IS CLASSIFIED AS A-2-4 BASED ON AASHTO M-145 CRITERIA, THE MAXIMUM PERMISSIBLE MOISTURE CONTENT SHALL BE 2 PERCENT ABOVE THE OPTIMUM MOISTURE CONTENT.

COMPACTION

1. WHERE THERE ARE EXISTING STRUCTURES ADJACENT TO THE SITE THAT MAY BE AFFECTED BY THE SELF-PROPELLED STEEL DRUM VIBRATORY EQUIPMENT, DENSIFICATION MUST BE PERFORMED USING EQUIPMENT THAT WILL SATISFY THE REQUIRED DENSIFICATION WITHOUT THE RISK OF DAMAGE TO THE EXISTING STRUCTURE(S).

2. LOADERS AND HEAVY PLATE COMPACTORS ARE TWO TYPES OF EQUIPMENT THAT HAVE BEEN USED SUCCESSFULLY.

3. DENSIFICATION PROCEDURES MUST COMPLY WITH THE CAPABILITY OF THE EQUIPMENT EMPLOYED.

4. WHEN SELF-PROPELLED STEEL DRUM VIBRATORY EQUIPMENT CANNOT BE USED AS SPECIFIED, VIBRATORY PLATE COMPACTORS MAY BE USED. WHEN THIS CONDITION OCCURS, THE OVERALL DENSIFICATION PROCEDURE MUST BE REVISED TO COMPLY WITH THE CAPABILITY OF THE EQUIPMENT EMPLOYED. IN GENERAL, SMALL PLATE COMPACTORS WILL BE EFFECTIVE TO A MAXIMUM DEPTH OF 6 TO 8 INCHES.

SOIL RECOMMENDATION AND REQUIREMENTS

1. STRIPPING AND GRUBBING:
DURING THE GRUBBING OPERATION, ROOTS WITH A DIAMETER GREATER THAN ½ INCH, OR SMALL ROOTS IN A DENSE STATE, SHOULD BE GRUBBED AND COMPLETELY REMOVED.
PROOF-ROLLING THE CLEARED SURFACE IS RECOMMENDED TO LOCATE ANY UNFORESEEN SOFT AREAS OR UNSUITABLE SURFACE OR LOOSE TO LOOSE FINE SAND SOILS WITHIN THE TOP 3 TO 4 FEET, AND TO PREPARE THE EXISTING SURFACE FOR THE ADDITION OF THE FILL SOILS (AS REQUIRED). ONE COVERAGE CONSISTS OF PARALLEL PASSES OF THE VIBRATORY ROLLER TRAVELING AT "WALKING SPEED". EACH PASS SHOULD OVERLAP THE PRECEDING PASS BY 30% TO INSURE COMPLETE COVERAGE. SUBSEQUENT COVERAGES SHOULD BE CONDUCTED IN A DIRECTION PERPENDICULAR TO THE PRECEDING COVERAGE. IN AREAS THAT CONTINUE TO "YIELD" REMOVE ALL DELETERIOUS MATERIAL AND REPLACE WITH A CLEAN, COMPACTED SAND BACKFILL. THE PROOF ROLLING SHOULD PRODUCE A DENSITY EQUIVALENT TO 95% OF THE MODIFIED PROCTOR (ASTM D-1557) MAXIMUM DRY DENSITY VALUE FOR A DEPTH OF 2 FEET IN THE BUILDING AREA. ADDITIONAL PASSES MAY BE REQUIRED IF THESE MINIMUM DENSITY REQUIREMENTS ARE NOT ACHIEVED.

2. FILL REPLACEMENTS:
- WHERE FILL IS TO BE PLACED ON NATURAL GROUND, THE SURFACE MUST FIRST BE PREPARED AS OUTLINED ABOVE. THE FILL AT GRADE SHOULD EXTEND A MINIMUM OF FIVE FEET (5') BEYOND THE STRUCTURE OUTLINE.
- FILL SHOULD BE A UNIFORM FREE DRAINING GRANULAR SOIL (CLEAN SAND) AND BE PLACED IN LAYERS NOT TO EXCEED 12 INCHES LOOSE MEASURE AND COMPACTED AS OUTLINED ABOVE. SUFFICIENT COMPACTIVE EFFORT SHOULD BE APPLIED TO OBTAIN A MINIMUM OF 98% OF THE MODIFIED PROCTOR (ASTM D-1557) MAXIMUM VALUE.

3. EXCAVATION AND BACKFILLING:
- WHERE EXCAVATION AND BACKFILLING ARE REQUIRED, THE SOILS SHOULD BE REMOVED TO THE SPECIFIED DEPARTMENT. SUFFICIENT COMPACTIVE EFFORT MUST THEN BE APPLIED TO THE EXCAVATED SURFACE TO OBTAIN A MINIMUM OF 95% OF THE MODIFIED PROCTOR (ASTM D-1557) MAXIMUM VALUE.
BACKFILL SHALL BE UNIFORM FREE DRAINING GRANULAR SOIL (CLEAN SAND) AND BE PLACED IN LAYERS NOT TO EXCEED 15 INCHES LOOSE MEASURE. SUFFICIENT COMPACTIVE EFFORT SHOULD BE APPLIED TO EACH LAYER TO OBTAIN A MINIMUM OF 95% OF THE MODIFIED PROCTOR (ASTM D-1557) MAXIMUM VALUE. THE EXCAVATED SURFACE AND EACH LAYER OF BACKFILL SHOULD BE COMPACTED WITH A SELF-PROPELLED STEEL DRUM VIBRATORY ROLLER HAVING A MINIMUM TOTAL APPLIED FORCE OF 180 TONS.

4. FOOTING EXCAVATION:
SEE SOILS LABORATORY RECOMMENDATIONS.

5. GROUNDWATER:
- HEAVY RAINFALL AND / OR A HIGH WATER TABLE MAY OCCUR BEFORE THE EARTHWORK COMMENCES, OR DURING THE EARTHWORK OPERATION. WHEN THESE CONDITIONS OCCUR AND THE SITE PREPARATION CANNOT BE ACHIEVED AS SPECIFIED, AN EXCAVATION OF THE EXISTING CONDITIONS SHOULD BE CONDUCTED AND THE SPECIFICATIONS REVISED ACCORDINGLY.

6. PAVING AREAS SUITABLE FILL MATERIAL AND THE COMPACTION OF FILL SOILS:
- ALL FILL MATERIAL SHOULD BE FREE OF ORGANIC MATERIALS, SUCH AS ROOTS AND VEGETATION AS A GENERAL GUIDE TO AID THE CONTRACTOR, USE FILLINGS WITH 3 TO 12 PERCENT BY DRY WEIGHT OF MATERIAL PASSING THE U.S. STANDARDS NO. 200 SIEVE SIZE. WITH PROPER MOISTURE CONTROL, THESE SOILS SHOULD DENSIFY USING VIBRATORY COMPACTION METHODS. SOILS WITH MORE THAN 12% PASSING THE NO. 200 SIEVE WILL BE MORE DIFFICULT TO COMPACT.

7. ALL IMPORTED FILL SHALL HAVE RADIUM 226 CONTENT LESS THAN 1.3 PCI PER GRAM.

EXCAVATION FOR STRUCTURES AND PIPES

1. EARTHWORK AND RELATED OPERATIONS PERFORMED ON STRUCTURES AND PIPES SHALL BE CONDUCTED IN ACCORDANCE WITH SECTIONS 125 AND OTHER APPLICABLE SECTIONS OF THE F.D.O.T. STANDARD SPECIFICATIONS FOR ROADWAY AND BRIDGE CONSTRUCTION (LATEST EDITION) UNLESS OTHERWISE SHOWN ON THE PLANS.

2. REMOVAL OF UNSUITABLE, ORGANIC OR PLASTIC MATERIAL SHALL BE PERFORMED AT THE CONTRACTOR'S EXPENSE AND SHALL BE INCIDENTAL TO OTHER WORK.

3. UTILIZATION OF MATERIALS WITHIN THE WORK LIMITS SHALL BE AS DIRECTED BY THE GEOTECHNICAL ENGINEER UNLESS OTHERWISE SHOWN ON THE PLANS.

PIPE AND STRUCTURE BACKFILL

1. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE IF EXCAVATED SOILS MEET THE REQUIREMENTS OF THE PROJECT PLANS AND SPECIFICATIONS RELATIVE TO MATERIAL CLASSIFICATION. PIPE AND STRUCTURE BACKFILL MATERIAL SHALL BE LIMITED TO MATERIAL CLASSIFIED AS A-1, A-3 AND A-2-4 IN ACCORDANCE WITH AASHTO M-145 AND SHALL BE COMPACTED IN ACCORDANCE WITH F.D.O.T. SECTION 125 REQUIREMENTS.

2. IF THE BACKFILL MATERIAL IS CLASSIFIED AS A-2-4 BASED ON AASHTO M-145 CRITERIA, THE MAXIMUM PERMISSIBLE MOISTURE CONTENT SHALL BE 2 PERCENT ABOVE THE OPTIMUM MOISTURE CONTENT.

CLEAN-UP

1. THE CONTRACTOR SHALL MAINTAIN THE JOB SITE IN A NEAT CONDITION AT ALL TIMES AND SHALL RESTORE / REPAIR ALL DRIVEWAYS, SIDEWALKS, UTILITIES, LANDSCAPING, IRRIGATION SYSTEMS, ETC., AFFECTED BY CONSTRUCTION ACTIVITIES.

2. THE CONTRACTOR SHALL REMOVE ALL EXCESS MATERIALS, DEBRIS, EQUIPMENT, ETC., FROM THE JOBSITE IMMEDIATELY AFTER COMPLETION OF CONSTRUCTION OPERATIONS.

3. FOR FURTHER SITE MAINTENANCE REQUIREMENTS THE CONTRACTOR IS REFERRED TO THE "AGREEMENT BETWEEN OWNER AND CONTRACTOR".

4. UNLESS OTHERWISE SPECIFIED OR NOTED; ALL DISTURBED AREAS TO BE RESTORED BY CONTRACTOR TO PRE-CONSTRUCTION CONDITION OR BETTER PRIOR TO ACCEPTANCE BY THE OWNER OR LOCAL APPROVING AUTHORITY.

PAVEMENT MARKING AND SIGNAGE

1. PAVEMENT MARKINGS: THE CONTRACTOR SHALL PROVIDE ALL NECESSARY MATERIALS AND LABOR REQUIRED TO COMPLETE THE PROJECT WORK IN THIS SECTION. MATERIALS AND CONSTRUCTION METHODS FOR APPLYING PAINTED TRAFFIC STRIPES AND MARKINGS, COMPLETE WITH REFLECTIVE GLASS SPHERES, SHALL CONFORM TO THE REQUIREMENTS OF SECTION 710, FDOT SPECIFICATIONS. TRAFFIC PAINT SHALL BE APPLIED IN ALL LOCATIONS SHOWN ON THE PLANS. IN THE EVENT THAT BRICK PAVERS ARE UTILIZED IN AN AREA PLANNED FOR STRIPING, COLORED BRICKS SHALL BE USED IN LIEU OF PAINT.

2. SIGNAGE: THE CONTRACTOR SHALL PROVIDE ALL MATERIALS AND LABOR NEEDED, INCLUDING ALL SUPPORTING ELEMENTS, TO INSTALL SIGNS AT THE LOCATIONS SHOWN ON THE PLANS. MATERIALS AND CONSTRUCTION METHODS SHALL CONFORM TO SECTION 700, FDOT SPECIFICATIONS. STOP SIGNS ARE TO BE HIGH INTENSITY REFERENCE PER FDOT STANDARDS, LOCAL COUNTY/CITY STANDARD AND THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES. IF THE PROJECT IS WITHIN A COMMUNITY DEVELOPMENT DISTRICT (OR THE LIKE) WITH SEPARATE SIGNAGE REQUIREMENTS, SUCH AS ARCHITECTRUAL POSTS OR SIGN BODIES, ETC., IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO BE FAMILIAR WITH THESE REQUIREMENTS AND PROVIDE SIGNS MEETING THESE REQUIREMENTS. AT NO TIME SHALL ANY SIGNS NOT MEET THE SAFETY REQUIREMENTS SET FORTH BY FDOT.

EDC
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BOARD OF PROFESSIONAL ENGINEERS
CERTIFICATE OF AUTHORIZATION NUMBER 9535

DESIGNED BY | DRAWN BY | FILENAME | LAYOUT | SCALE: AS SHOWN | DATE

DATE | REVISION COMMENTS

PSL E-101 & E-108 CULVERT REPLACEMENTS

SPECIFICATIONS

PORT ST. LUCIE FLORIDA

(DATE)
R.J. KENNEDY, P.E.
#56218
1934 TUCKER COURT
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15-221

ATTACHMENT B – PAY ITEM DESCRIPTIONS
E-BID #20160073 – E-101 CULVERT REPLACEMENT at MILBURN CIRCLE

BID ITEMS:
The governing specifications for this project are the State of Florida Department of Transportation Standard Specifications for Road and Bridge Construction Dated 2015 and FDOT Roadway and Traffic Design Standards Dated 2015. The following information is in addition to the specifications previously referenced and shall be considered the governing condition in the case of conflicting information between specifications, unless otherwise determined by the ENGINEER/OWNER'S PROJECT MANAGER.

101-1A **Mobilization:**

The work specified in this section consists of the preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site, and for the establishment of temporary offices, buildings, safety equipment and first aid supplies, sanitary and other facilities, as required by these Specifications, the special provisions, and State and local laws and regulations. All costs for bonds, permits and any required insurance, and any other pre-construction expense necessary for the start of the work, as well the cost of the removal of the above items, shall be also be included in this Section. This item also includes any costs related to obtaining an NPDES permit if necessary.

At the pre-construction meeting, the CONTRACTOR shall submit a tentative work schedule as well as a list of subcontractors and emergency contact people and phone numbers.

The basis of payment for **Mobilization** shall be paid per LUMP SUM.

101-1B **Pre-Construction Video:**

The contractor shall provide a video log of the project corridor in the pre-construction condition. The video shall log the existing condition of the project limits both within the Right-of-Way work zone and the private properties which are adjacent to the work area. The video shall be used by both the Contractor and CITY as a tool for determining the condition of the project area, both public and private prior to commencement of construction activities.

The basis of payment for **Pre-Construction Video** shall be paid per LUMP SUM.

102-1 **Maintenance of Traffic:**

The bid price for this item shall include, but not be limited to, the requirements of Section 102 Maintenance of Traffic of the Standard Specifications. The maintenance of traffic for this project shall be in accordance with the applicable FDOT index numbers (600 Series) and these documents: The Manual on Uniform Traffic Control Devices for Streets and Highways, U.S. Department of Transportation, and FHWA. These documents shall be followed in the design, application, installation, maintenance and removal. It shall include, but not be limited to all traffic control devices, warning devices, barriers, temporary

reflective markers, temporary pavement markings, dust control, and all other items necessary to protect the public and workmen from hazards within the project limits. CONTRACTOR shall coordinate any type of traffic restrictions with the City of Port St. Lucie Public Works Department. The CONTRACTOR shall notify the appropriate agencies of any road restrictions at least two (2) weeks prior to actual implementation. The CONTRACTOR shall provide access to driveways at all times.

The LUMP SUM amount shall include Maintenance of Traffic for site of construction in this project on Milburn Circle.

At the Pre-Construction Meeting, the CONTRACTOR shall submit a detailed Maintenance of Traffic plan depicting the necessary traffic control devices for the specified detour route. Additionally, the CONTRACTOR shall submit a detailed Maintenance of Traffic plan depicting the necessary traffic control devices for two-way traffic through the work zone.

The basis of payment for **Maintenance of Traffic** shall be paid per LUMP SUM.

104-10-3 **Sediment Barrier:**

The CONTRACTOR shall be required to provide Sediment Barrier in accordance with Section 104 Prevention, Control, and Abatements of Erosion and Water Pollution of the Standard Specifications, and Index 102 of the FDOT Roadway and Traffic Design Standards for this project. The unit cost shall include, but not be limited to the required manpower, equipment, materials, maintenance, and any other items necessary to place the Sediment Barrier as indicated on the plans. All costs for removal of the Sediment Barrier shall also be included in the bid item. Sediment Barrier includes, but is not limited to, synthetic bales, silt fence, and other similar materials shown in the manual. Refer to the manual for examples of appropriate and inappropriate use of materials. Payment is made per length of material, for each location on the project, regardless of whether the materials are new or relocated. The contractor must maintain the sediment barrier, by removing sediment, throughout the installed life of the product. Also included in this item is any maintenance or replacement of the Sediment Barrier for the duration of the project. The CONTRACTOR will be responsible for the periodic replacement of the Sediment Barrier as necessary to meet NPDES discharge requirements at no additional costs to the CITY. No separate payment is made for maintaining the barrier.

The basis of payment for **Sediment Barrier** shall be paid per LINEAR FOOT.

104-11-A **Floating Turbidity Barrier:**

The CONTRACTOR shall be required to provide Floating Turbidity Barrier in accordance with Section 104 Prevention, Control, and Abatements of Erosion and Water Pollution of the Standard Specifications, and Index 103 of the FDOT Roadway and Traffic Design Standards for this project. The unit cost shall include, but is not limited to, the required manpower, equipment, materials, maintenance, and any other items necessary to place the Floating Turbidity Barrier as indicated on the plans. Also included in this item is any maintenance or replacement of the Floating Turbidity Barrier for the duration of the project.

The CONTRACTOR will be responsible for the periodic replacement of the Floating Turbidity Barrier as necessary to meet NPDES discharge requirements at no additional costs to the CITY. All costs for removal of the Floating Turbidity Barrier shall also be included in the bid item. The CONTRACTOR shall submit a sketch or detailed written description of the proposed turbidity and pollution control to be used at the Pre-Construction meeting for approval by the ENGINEER.

The basis of payment for **Floating Turbidity Barrier** shall be paid per LINEAR FOOT.

108-1 **Construction Layout/Record Drawings:**

The bid price for this item shall include, but is not limited to the requirements of Section 100 of the Standard Specifications, as well as all necessary survey work the CONTRACTOR needs to complete the work and prepare four (4) sets of Record Drawings of the completed project showing all variations from the bid plans. This document shall be signed and sealed by a professional surveyor registered to practice in the State of Florida and then submitted to the ENGINEER for approval. The CONTRACTOR shall accurately record the locations and elevations of the pipe work and existing utilities and structures encountered during construction as well as all improvements related to this project.

The basis of payment for **Construction Layout/Record Drawing** shall be paid per LUMP SUM.

120-1 **Regular Excavation:**

The contractor shall provide all excavation required to construct the project in accordance with the requirements of Sections 120 Excavation and Embankment and 125 Excavation for Structures of the Standard Specifications. The unit cost shall include, but not be limited to the required manpower, equipment, materials, and any other items necessary to excavate and place embankment to balance out the site, as indicated on the plans. The unit cost consists of excavation utilization or disposal of all material necessary for the construction of the project unless specifically covered under another item. Earthwork and soils management of materials shall be the sole responsibility of the Contractor.

Excavate materials for clearing and grubbing under Section 110. Compact and dress excavated areas and embankments. Unclassified material displaced by the storm sewer, drainage structure system and utility lines are not included in the earthwork quantities shown on the plans. Excavation of structures shall be in accordance with bid item 110 -1-1A Clearing and Grubbing (Select) and 110-4 Removal of existing driveway pavement, refer to Section 125 of Standard Specifications.

Any excess unsuitable material shall be removed from the site and disposed of by the CONTRACTOR at his expense. The ENGINEER shall make the determination of soil suitability upon request by the CONTRACTOR.

The CONTRACTOR shall maintain all earthwork construction throughout the life of the contract, and shall take all reasonable precautions to prevent loss of

material from the roadway due to the action of wind or water. The CONTRACTOR shall repair at their expense, except otherwise provided herein, any slides, washouts, settlements, subsidence, or other mishap, which may occur prior to final acceptance of the work. Maintenance and protection of earthwork construction shall be in accordance with Section 104 of the Standard Specifications.

The construction plans include cross section sheets that indicate the approximate cut and fill calculations generated by a computer model from template information. This information should be used as a guide for determining the quantity of excavation required to complete the project.

The basis of payment for **Regular Excavation** shall be paid per CUBIC YARD.

120-6 **Embankment:**

The contractor shall provide all embankment required to construct the project in accordance with Index 505 Embankment Utilization. Earthwork and soils management of materials shall be the responsibility of the Contractor. The bid price for this item shall include, but not be limited to, the requirements of Sections 120 Excavation and Embankment and 125 Excavation for Structures of the Standard Specifications. The unit cost shall include, but not be limited to the required manpower, equipment, materials, and any other items necessary to place embankment to balance out the site, as indicated on the plans. Use only suitable excavated materials or authorized borrow materials.

Import Fill Material necessary to construct the project shall consist of clean sands or fragmented limerock, free of organics and other deleterious materials, and containing not more than **twelve (12)** percent passing the No. 200 sieve. Any excess unsuitable material shall be removed from the site and disposed of by the CONTRACTOR at his expense.

The ENGINEER shall make the determination of soil suitability upon request by the CONTRACTOR. Any fill placed by CONTRACTOR not acceptable to the ENGINEER shall be removed and replaced with suitable material at the CONTRACTOR'S expense.

The CONTRACTOR shall maintain all earthwork construction throughout the life of the contract, and shall take all reasonable precautions to prevent loss of material from the roadway due to the action of wind or water. The CONTRACTOR shall repair at their expense, except otherwise provided herein, any slides, washouts, settlements, subsidence, or other mishap, which may occur prior to final acceptance of the work. Maintenance and protection of earthwork construction shall be in accordance with Section 104 of the Standard Specifications.

The construction plans include cross section sheets that indicate the approximate cut and fill calculations generated by a computer model from template information. This information should be used as a guide for determining the quantity of embankment required to complete the project.

The basis of payment for **Embankment** shall be paid per CUBIC YARD.

285-711 **Cemented Coquina (LBR100) (12"):**

Consists of base construction of one of the optional materials shown in the plan typical sections. The plans will include typical sections specifying only the base group on new construction and complete reconstruction projects, permitting the maximum number of general use options that the contractor can utilize. Note that there are still limitations given in the notes. Also, the designer can still specify base materials, if this is appropriate for the project. The Optional Base item is also use when specifying only one option, such as ABC III. The quantity must include a 4" (0.1 m) overhang, as shown on the typical section for rural projects.

NOTE: The cost of prime or tack coats used between layers of the base are included in the cost of the Optional Base.

Construction Forms & Text: A Contractor's Certification of Quantities will be required when Asphalt Base is used. The pay quantity will be adjusted per the specifications.

The basis of payment for **Optional Base** shall be paid per SQUARE YARD.

334-1-11 **Superpave Asphaltic Concrete (Type SP-12.5)(TRAFFIC A) (2")**

Consists of using SUPERPAVE asphalt mixture design and analysis test equipment and procedures, Gyratory Compactor to better simulate actual pavement loadings (five different traffic levels available) to provide for a better rut-resistant mix design.

DO NOTE USE for Temporary Asphalt. See 102-2 for Special Detour, and 102-3 for Commercial Material for Driveway Maintenance. NOTE: 102-1 MOT, LS for temporary diversions was valid through December 2014; use Special Detour for diversions which require temporary asphalt.

OVERBUILD (Effective January 2016, or sooner when possible): When overbuild is used, detail quantities for both structural layer and overbuild quantities on the Summary of Pavement.

From July 2014 specification, 334-1.4.1 Layer Thickness – Fine Mixes: The allowable layer thicknesses for fine Type SP Asphalt Concrete mixtures are as follows:

Type SP-9.5..... 1 to 1-1/2 inches
Type SP-12.5..... 1-1/2 to 2-1/2 inches
Type SP-19.0..... 2 to 3-1/2 inches

Estimated quantities should be as follows:

For 1" thickness 110 lb/yd2
1.5" thickness, 165 lb/yd2
2" thickness, 220 lb/yd2
2.5" thickness, 275 lb/yd2
3" thickness, 330 lb/yd2

DO NOT ADD contingency quantities or temporary asphalt to the design plan quantity.

CONSTRUCTION: Pay quantities will be based on actual maximum specific gravity of the mix being used, as well as overbuild and pay factors shown in the specification.

Safety Edge is currently under review with selected projects. It is to be used only when approved in accordance with State Roadway Design Office guidelines. For approved projects, calculate the additional asphalt required for the safety edge, and include the quantities with Superpave Asphalt (surface course), per ton. Plan Details will be required, in accordance with the developmental specifications.

The basis of payment for **Superpave Asphaltic Concrete** shall be paid per TON.

400-2-2 **Class I Concrete, Endwalls:**

The bid price for this item shall include, but not be limited to, the requirements of Section 400 Concrete Structures of the Standard Specifications. All the manpower, equipment, material, and another items necessary to perform this task shall also be included. The endwalls shall be in accordance with FDOT Index No. 291.

The area of excavation shall be maintained in a dry condition, at all times, by the use of an adequate dewatering system. Compensation for dewatering shall be paid for under bid item 455-1A, Dewatering for Construction Operations.

If the COTNRACTOR chooses to use the cast-in place method than a mix design must be submitted and approved by the ENGINEER/OWNER'S PROJECT MANAGER one week prior to the placement of concrete. Also, a concrete curing plan must be submitted for approval by the ENGINEER/OWNER'S PROJECT MANAGER prior to any placement of concrete. If this method is used there will be no backfilling around the structure until seventy-percent (70%) strength of the approved mix design has been obtained.

The cost of excavation, backfilling, and disposal of surplus / deleterious material shall be included in this bid item. The backfill material necessary to facilitate the endwall installation shall meet the requirements as stated in Item No. 120-6 Embankment.

The basis of payment for **Class I Concrete, Collar** shall be paid per CUBIC YARD.

160-4 **12" Type B Stabilized Subgrade:**

For stabilized subgrade, the CONTRACTOR may choose the type of material, Commercial or Local.

When the stabilizing is designated as Type B, the ENGINEER will determine compliance with the bearing value requirements by the Limerock Bearing Ratio (LBR) Method. If approved by the ENGINEER and only for materials requiring an LBR value of 40, the ENGINEER may omit Sections 6.0 and 6.1 of Florida Method of Test for Limerock Bearing Ratio (FM 5-515) and perform an

Unsoaked LBR Test. The ENGINEER or the CONTRACTOR may request to use this method. If the Unsoaked LBR Test results in a failing test, then the ENGINEER will perform a standard Soaked LBR Test. When the stabilizing is designated as Type C, the ENGINEER will determine compliance by the Florida Soil Bearing Test.

The CONTRACTOR is responsible to make the finished roadbed section meet the bearing value requirements, regardless of the quantity of stabilizing materials necessary to be added. Also, the CITY will make full payment for any areas where the existing subgrade materials meet the design bearing value requirements without the addition of stabilizing additives, as well as areas where the CONTRACTOR may elect to place select high-bearing materials from other sources within the limits of the stabilizing.

After substantially completing the roadbed grading operations, determine the type and quantity (if any) of stabilizing material necessary for compliance with the bearing value requirements. Notify the ENGINEER of the approximate quantity to be added. Obtain the ENGINEER'S approval for spreading and mixing-in of such quantity of materials to achieve uniformity and effectiveness.

The ENGINEER may allow, at no additional cost to the CITY, the substitution of 6 inches [150 mm] of Granular Subbase meeting the requirements of Section 290, when 12 inches [300 mm] of Type B Stabilization requiring an LBR value of 40 is specified.

The basis of payment for **12" Type B Stabilized Subgrade** shall be paid per SQUARE YARD.

410-70 **Pre-Cast Concrete Box Culvert (10'X3'):**

Intended for 4-sided precast box culverts. Show schematically in the plans. Pay for headwall concrete wing walls under separate items. When a CIP 4-sided box culvert, Standard Index 290 is called for in the plans, Item 410-AAB should not be used. Show locations in plans w/ quantity block. Include pay item note in clarify payment of culvert, head wall and wing walls.

The basis of payment for **Pre-Cast Concrete Box Culvert** shall be paid per LINEAR FEET.

430-175-118 **Pipe Culvert (HPDE) (Round) (18"):**

The bid price for this item shall include, but not be limited to, the requirements of Section 430 Pipe Culverts of the FDOT Specifications. The unit cost shall include all materials, manpower and equipment required for installation of drainage pipe and end sections at the locations called for in the plans. During construction of inlets specified in plans, excavate and backfill as specified in Section 125 of the FDOT Specifications. All pipe to drainage structure connections shall be wrapped with filter fabric per FDOT Standard Index No. 201. All pipe joints shall be overlapped with filter fabric per FDOT Index No. 280 in addition to the Manufacturer's gasket recommendations. Cost is to be included in this bid item. The use of rock as pipe bedding shall only be permitted as directed in writing by the ENGINEER. The soil beneath all pipes, unless left undisturbed, shall be compacted to a density not less than 95 percent of the maximum density as determined by AASHTO T-180 for a

minimum depth of one (1) foot below the bottom of the excavation. Fiber reinforced pipe shall NOT qualify for use on this project.

The area of excavation shall be dry at all times. Payment for insuring a dry construction zone shall be paid for under the LUMP SUM Pay Item No. 455-1A, Dewatering for Construction Operations. All material required to provide suitable backfill for the placement of the pipe culvert shall be paid for under the LUMP Sum pay Item No. 120-1 Regular Excavation/Embankment.

The basis of payment for **Pipe Culvert (HDPE) (Round) (18")** shall be paid per LINEAR FOOT.

430-982-125 **Mitered End Section (Optional Round) (18" CD):**
Includes all pipe, grates (when required), fasteners, reinforcement, connectors, anchors, concrete, sealants, jackets, coupling bands, and all work required to install the mitered end section. Show shape and size on the contract plans. Refer to Index 273 for valid sizes. Use equivalent round pipe size for payment.

NOTE from Design Standard: Payment for each MES is based on each independent pipe end. (For example, on a double pipe cross drain, a quantity of 2 MES per end.)

Sodding is pad separately under Performance Turf – Sod, per SY.

The basis of payment for **Mitered End Section (Optional Round) (18" CD)** shall be paid per EACH.

530-3-4 **Rip Rap, Rubble, F&I, Ditch Lining:**
The bid price for this item shall include, but not be limited to, the requirements of Section 530 Riprap of the FDOT Standard Specifications. CONTRACTOR to provide sound, hard, durable ruble, free of open or incipient cracks, soft seams, or other structural defects, consisting of broken stone with a bulk specific gravity of at least 2.30 and minimum weight of 140 PCF.. Ensure that stones are rough and angular per Section 530-2.2.2 and installed in accordance with Section 530-3.2 FDOT Standard Specifications. Rock Rubble layer shall be a minimum perpendicular thickness of 18' inches and placed in a manner as to produce a reasonable well graded mass of stone with minimum voids.

The filter fabric shall meet the requirements of FDOT Index No. 199 for D-2 geotextile.

Fill material shall consist of USCS soil Type SP of SP-SM with no more then 12% fines, benched in compacted 18-inch maximum lifts, and keyed into undisturbed native bank soils. Canal banks and bottoms must be thoroughly cleared of vegetation, soft sediment, muck, ETC. and inspected prior to placement of clean fill sand layer.

CONTRACTOR to provide bedding stone of either a durable quality limestone or other quarry run stone, with a bulk specific gravity of not less than 1.90 and that is reasonable free from thin, flat and elongated pieces. Ensure that the bedding stone is also reasonably free from organic matter and soft, friable particles.

Price and payment will be full compensation for all work specified in Section 530-3.2, including all materials, labor, hauling, excavation, and backfill. CONTRACTOR to include the cost of dressing and shaping the existing fills (or subgrade) for placing riprap rubble, and required fill material in the Contract unit price for Rip-Rap, Rubble, F&I, Ditch Lining as detailed on the Construction Plans.

The basis of payment for **Rip Rap, Rubble, F&I, Bedding Stone, Ditch Lining** shall be paid per TON.

570-1-2 **Performance Turf, Sod:**

The bid price for this item shall include, but not be limited to, the requirements of Section 570 Performance Turf of the FDOT Specifications. Establish a growing, healthy turf over all areas designated on the plans. Sod shall be like kind or as directed by the ENGINEER. The CONTRACTOR shall sod and restore all areas disturbed by construction to a condition equal to, or better than that now existing. Also included in this item is any fertilizer, water, and mowing needed to maintain the turf area until final acceptance of all contract work. The CONTRACTOR will be responsible for repairing all washed-out and eroded areas and watering of the sod until such time as the project is accepted. Water for sod shall be provided in accordance with Section 983 of the FDOT Specifications at no additional cost to the CITY. All disturbed areas shall be covered with a good stand of grass prior upon acceptance by the City of Port St. Lucie Public Works Department.

The basis of payment for **Performance Turf, Sod** shall be paid per SQUARE YARD.

1000-06 **Utility Work (Water):**

This pay item for Utility JPA projects Only. Tech Specs are required for all work to be completed.

Coordinate the use of this item with District Utilities Office. This is a LS project pay item; do NOT use separate pay items along with LS item for given JPA. Payment covers all work and materials for the entire utility project number. (Note: The Roadway project(s) may be either LS or standard pay items. Each utility project number may be either LS or standard pay items.)

Additional guidance: As with roadway projects, Utility LS projects should only be considered when the work to be completed (including known quantities) is clearly defined in the plans. LS projects should not be considered for unknown conditions.

For Plan Detail/Tech Spec items: The Designer should ensure that the description, materials, construction/installation requirements, method of measurement and basis of payment are available in the contract documents to clearly define the work to be completed for payment under this item.

The basis of payment for **Utility Work (Water)** shall be paid per Lump Sum.

ADDENDUM # 1
E-BID # 20160073
Addendum Date: 4/12/2016

Bid Name: E-101 Culvert Replacement at Milburn Circle Construction Project

Questions:

1.) Q: Regarding Pay Item 410-70 Cast Concrete Box Culvert 10' x 3' – What is the cover over the top of the box? There is an invert of 10.3 and a top elevation of 15.30 which doesn't leave much room over the box culvert. Also, what type of soil environment is there (slightly, moderately or extremely aggressive?).

A: Please note that this E-Bid is only for the culvert crossing on Milburn Circle, the other two (2) culvert crossings are not a part of this bid. However, the culvert crossing on Milburn Circle should have approximately two (2) feet of cover under the road.

2.) Q: In the bid specifications on pages 19 & 20 of 43 Section II; Description of Services to be provided; Scope of Work; "The City is seeking a Contractor to replace the existing and failing corrugated metal culverts crossing Milburn Circle in the E-101 canal with a six (6) foot by three (3) foot concrete box culvert" and the plans and the bid reply sheet calls for a Pre-Cast Box Culvert 10' x 3', if a 10' x 3' Pre-Cast Box Culvert is correct per FDOT Index 292, there is not a 10' x 3' pre-cast box listed in the FDOT Index 292.

A: A 10' x 3' is correct for Milburn and Sea Lion. Xavier is n 8' x 4'. The manufacturer has confirmed that a 10' x 3' can be made upon the Contractor's request. Please note that this E-Bid is only for the culvert crossing Milburn Circle.

3.) Q: Is underdrain required? If so, provide in detail the type, size & quantity.

A: No underdrain is required.

4.) Q: Pay Item #400-2-2 CL I Concrete Endwalls (FDOT Index 291) – This bid item is CIP reinforced concrete, based on the provided quantity of 10 CY, the referenced FDOT Index is provided for the purpose of design by an engineer to meet loads and site conditions specific to the project in question and to spell out the general arrangement of the endwall footings, walls, headwall, and cut off wall. The Contractor can guess at the concrete dimensions and reinforcing but our assumptions may be erroneous. At some point before the Contractor can proceed with building the subject endwalls, we would need design documents by the project engineer to specify the exact concrete dimensions and respective reinforcing required for these structures.

A: FDOT Index 291 is very thorough and includes all the existing dimensions and respective reinforcing requirements you require. It is suggested that the Contractor coordinate with a concrete Contractor who is familiar with bidding and constructing these very types of headwalls.

5.) Q: Shouldn't there be a clearing & grubbing or existing pipe removal & disposal pay item?

A: There is no clearing & grubbing required. There is an excavation line item. Please include disposal & removal in this task.

6.) Q: Please clarify line item: Utility Works, what is the City's intent for this item?

A: The plans are being revised and will be issued at a later date with a revised E-Bid Reply Excel Spreadsheet.

7.) Q: Pay Item 400-2-3 – Class I Concrete Endwalls – Index 291 Sheet No. 1 indicates Concrete Class II for slightly aggressive environment. Please clarify.

A: Class I is to be utilized for the endwalls.

8.) Q: Pay Item 410-70 Pre-Cast Concrete Box Culvert (10' x 3') Index 291 Sheet No. 1 show a bedding material. Please clarify the dimensions & material of the bedding and indicate if fabric is needed.

A: The bedding material should meet the requirements described in the pipe and structural backfill portions of the specs sheet of the construction plans. No fabric is required.

9.) Q: Pay Item 410-70 Pre-Cast Concrete Box Culvert (10' x 3') Index 289 Sheet No. 5 shows a underdrain detail for box culverts. The project requires underdrain along both sides of the Box Culvert?

A: No underdrain is required.

10.) Q: Pay Item 410-70 Pre-Cast Concrete Box Culvert (10' x 3') – The cover of the Box Culvert (top of box culvert & pavement grade) is approximately 0.80 FT. The Box Culvert requires a special design?

A: We are not aware of a special design for the Box Culvert that would be required here.

11.) Q: Pay Item 1000-06 Utility Work (Water) Sheet 2 of 9 - The existing water deflection is one (1) foot below existing culvert. The new Box Culvert is approximately twelve (12) inches thick. The bottom of the Box Culvert will be on top of the existing WM. How much clearance does the City want between bottom of Box Culvert and the WM deflection?

A: The plans are being revised and will be issued as a later date with a revised E-Bid Reply Excel Spreadsheet.

NOTE: The bid opening date has been changed to April 22, 2016 at 3:00:00 PM. The location of the opening has not been changed.

Instructions to Bidder:

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

ADDENDUM # 2
E-BID # 20160073
Addendum Date: 4/20/2016

Bid Name: E-101 Culvert Replacement at Milburn Circle Construction Project

Revisions:

The plans have been revised and issued as Addendum #3. The E-bid Reply Excel Spreadsheet does not need to be revised.

NOTE: The bid opening date has been changed to April 27, 2016 at 11:00:00 AM. The location of the opening has not been changed.

Instructions to Bidder:

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

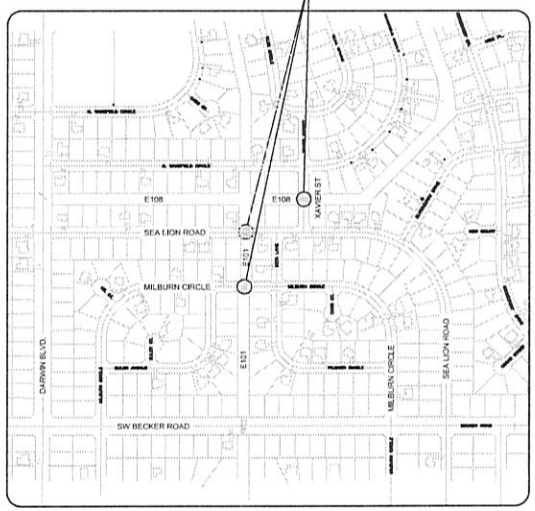
CONSTRUCTION PLANS AND SPECIFICATIONS

FOR

PSL E-101 & E-108 CULVERT REPLACEMENTS AT MILBURN, SEA LION & XAVIER

SECTION 32, TOWNSHIP 37S, RANGE 40E
PORT SAINT LUCIE, FLORIDA

PROJECT LOCATIONS



VICINITY MAP

INDEX OF SHEETS

1. COVER
2. EXISTING CONDITIONS
3. DEMOLITION PLAN
4. DRAINAGE PLAN - MILBURN CIRCLE
5. DRAINAGE PLAN - SEALION ROAD
6. DRAINAGE PLAN - XAVIER STREET
7. PAVING, GRADING & DRAINAGE DETAILS
8. STORMWATER POLLUTION PREVENTION DETAILS
9. SPECIFICATIONS

APPROVED FOR CONSTRUCTION

ENGINEER

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FORT PIERCE, FL 34950
PHONE: (772) 462-2455
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P.E. NO. 56218

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BOARD OF PROFESSIONAL ENGINEERS
CERTIFICATE OF AUTHORIZATION NUMBER 9935

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 2015, FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION DATED 2015, AND CITY OF PORT ST. LUCIE PUBLIC WORKS DEPARTMENT AND UTILITY SYSTEMS DEPARTMENT MINIMUM TECHNICAL SPECIFICATIONS AND CONSTRUCTION STANDARDS, LATEST EDITION.

DATUM NOTE:
ALL ELEVATIONS SHOWN HERE REFERENCE THE NORTH AMERICAN VERTICAL DATUM NAVD88

(DATE)
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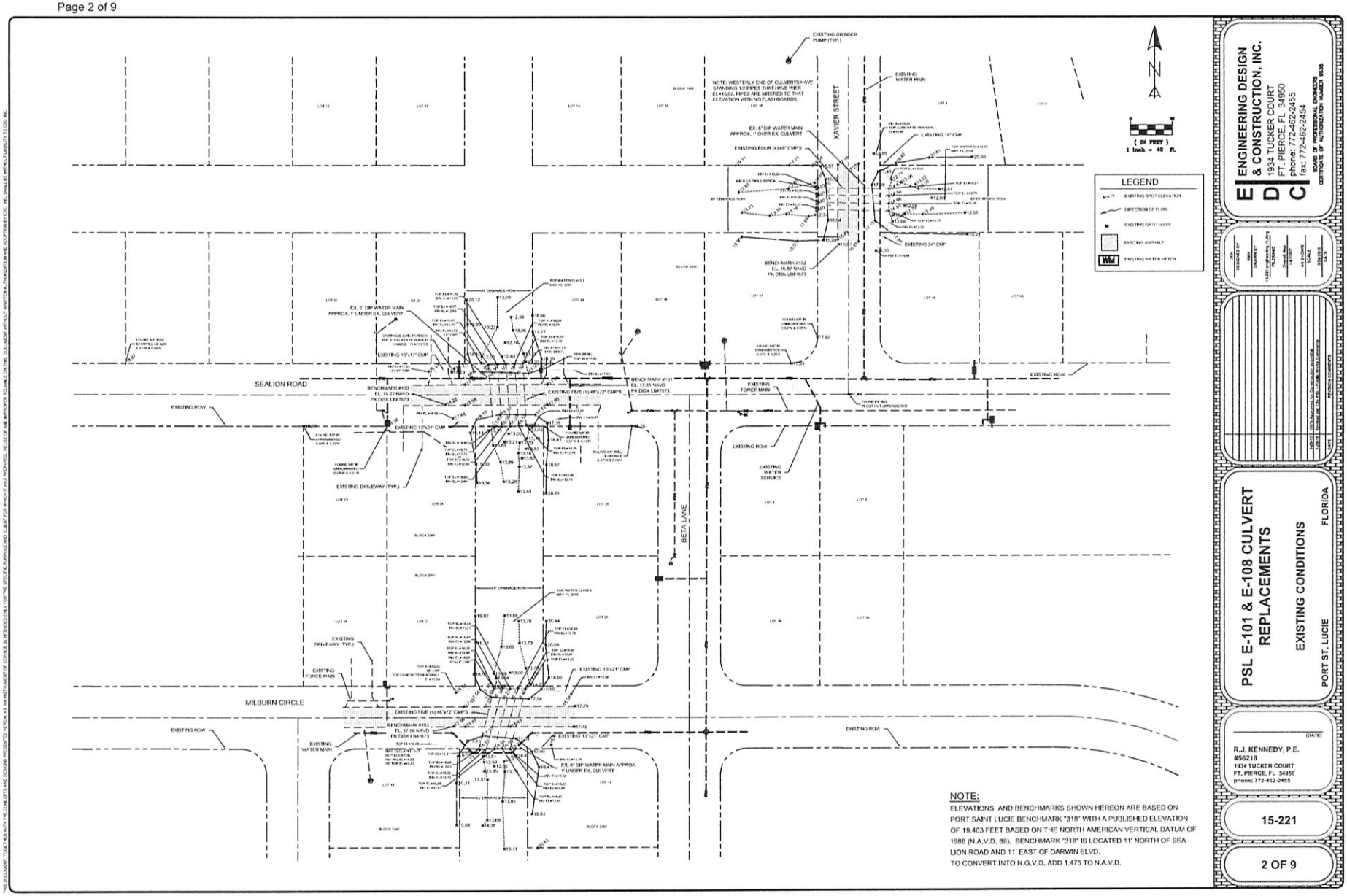
PSL CULVERTS - MILBURN, SEALION & XAVIER CULVERT REPLACEMENT 19 April 2016 #15-221



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PSL E-101 & E-108 CULVERT REPLACEMENTS

EXISTING CONDITIONS

PORT ST. LUCIE FLORIDA

(DATE)

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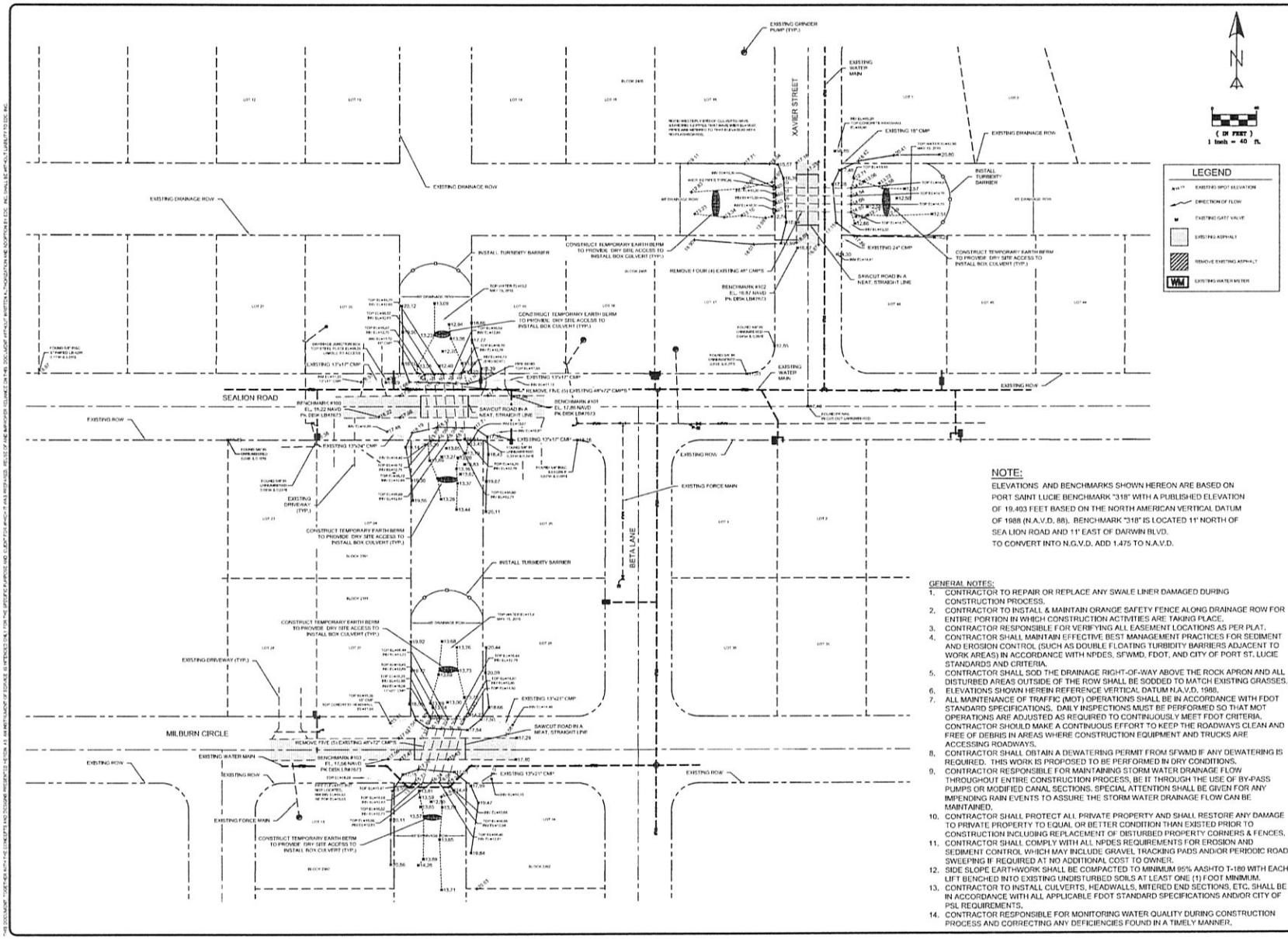
15-221



NOTE:
ELEVATIONS AND BENCHMARKS SHOWN HEREON ARE BASED ON PORT SAINT LUCIE BENCHMARK "318" WITH A PUBLISHED ELEVATION OF 19.403 FEET BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (N.A.V.D. 88). BENCHMARK "318" IS LOCATED 11' NORTH OF SEA LION ROAD AND 11' EAST OF DARWIN BLVD.
TO CONVERT INTO N.G.V.D. ADD 1.475 TO N.A.V.D.

GENERAL NOTES:
1. CONTRACTOR TO REPAIR OR REPLACE ANY SWALE LINER DAMAGED DURING CONSTRUCTION PROCESS.
2. CONTRACTOR TO INSTALL & MAINTAIN ORANGE SAFETY FENCE ALONG DRAINAGE ROW FOR ENTIRE PORTION IN WHICH CONSTRUCTION ACTIVITIES ARE TAKING PLACE.
3. CONTRACTOR RESPONSIBLE FOR VERIFYING ALL EASEMENT LOCATIONS AS PER PLAT.
4. CONTRACTOR SHALL MAINTAIN EFFECTIVE BEST MANAGEMENT PRACTICES FOR SEDIMENT AND EROSION CONTROL (SUCH AS DOUBLE FLOATING TURBIDITY BARRIERS ADJACENT TO WORK AREAS) IN ACCORDANCE WITH NPDES, SFWMD, FDOT, AND CITY OF PORT ST. LUCIE STANDARDS AND CRITERIA.
5. CONTRACTOR SHALL SOD THE DRAINAGE RIGHT-OF-WAY ABOVE THE ROCK APRON AND ALL DISTURBED AREAS OUTSIDE OF THE ROW SHALL BE SODDED TO MATCH EXISTING GRASSES.
6. ELEVATIONS SHOWN HEREIN REFERENCE VERTICAL DATUM N.A.V.D. 1988.
7. ALL MAINTENANCE OF TRAFFIC (MOT) OPERATIONS SHALL BE IN ACCORDANCE WITH FDOT STANDARD SPECIFICATIONS. DAILY INSPECTIONS MUST BE PERFORMED SO THAT MOT OPERATIONS ARE ADJUSTED AS REQUIRED TO CONTINUOUSLY MEET FDOT CRITERIA. CONTRACTOR SHOULD MAKE A CONTINUOUS EFFORT TO KEEP THE ROADWAYS CLEAN AND FREE OF DEBRIS IN AREAS WHERE CONSTRUCTION EQUIPMENT AND TRUCKS ARE ACCESSING ROADWAYS.
8. CONTRACTOR SHALL OBTAIN A DEWATERING PERMIT FROM SFWMD IF ANY DEWATERING IS REQUIRED. THIS WORK IS PROPOSED TO BE PERFORMED IN DRY CONDITIONS.
9. CONTRACTOR RESPONSIBLE FOR MAINTAINING STORM WATER DRAINAGE FLOW THROUGHOUT ENTIRE CONSTRUCTION PROCESS, BE IT THROUGH THE USE OF BY-PASS PUMPS OR MODIFIED CANAL SECTIONS. SPECIAL ATTENTION SHALL BE GIVEN FOR ANY IMPENDING RAIN EVENTS TO ASSURE THE STORM WATER DRAINAGE FLOW CAN BE MAINTAINED.
10. CONTRACTOR SHALL PROTECT ALL PRIVATE PROPERTY AND SHALL RESTORE ANY DAMAGE TO PRIVATE PROPERTY TO EQUAL OR BETTER CONDITION THAN EXISTED PRIOR TO CONSTRUCTION INCLUDING REPLACEMENT OF DISTURBED PROPERTY CORNERS & FENCES.
11. CONTRACTOR SHALL COMPLY WITH ALL NPDES REQUIREMENTS FOR EROSION AND SEDIMENT CONTROL WHICH MAY INCLUDE GRAVEL TRACKING PADS AND/OR PERIODIC ROAD SWEEPING IF REQUIRED AT NO ADDITIONAL COST TO OWNER.
12. SIDE SLOPE EARTHWORK SHALL BE COMPACTED TO MINIMUM 95% AASHTO T-180 WITH EACH LIFT BENCHED INTO EXISTING UNDISTURBED SOILS AT LEAST ONE (1) FOOT MINIMUM.
13. CONTRACTOR TO INSTALL CULVERTS, HEADWALLS, MITERED END SECTIONS, ETC. SHALL BE IN ACCORDANCE WITH ALL APPLICABLE FDOT STANDARD SPECIFICATIONS AND/OR CITY OF PSL REQUIREMENTS.
14. CONTRACTOR RESPONSIBLE FOR MONITORING WATER QUALITY DURING CONSTRUCTION PROCESS AND CORRECTING ANY DEFICIENCIES FOUND IN A TIMELY MANNER.

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PSL E-101 & E-108 CULVERT REPLACEMENTS
DEMOLITION PLAN
PORT ST. LUCIE FLORIDA

(DATE)
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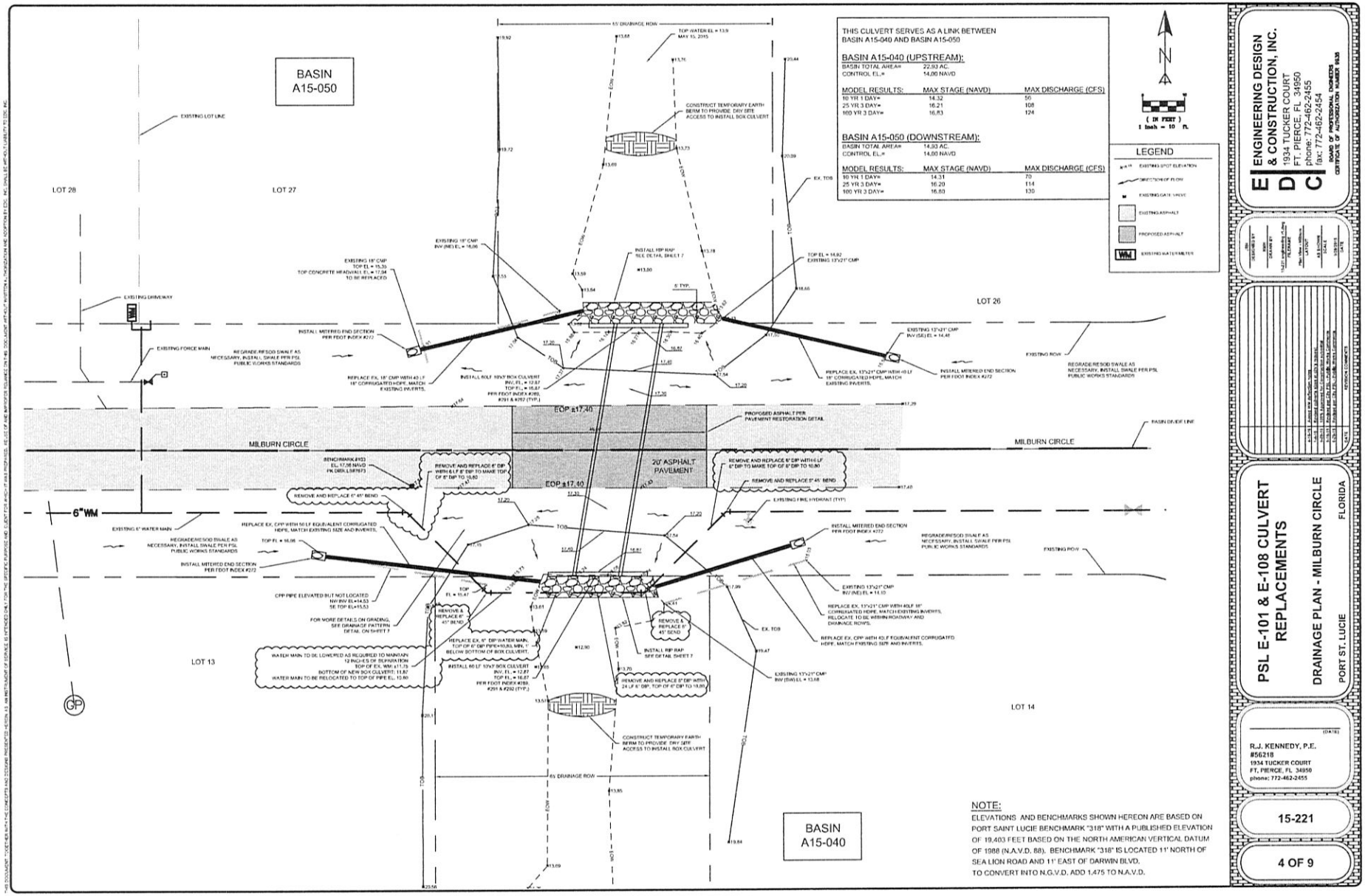
15-221

3 OF 9



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CERTIFICATE OF AUTHORIZATION NUMBER #5535

PSL E-101 & E-108 CULVERT REPLACEMENTS

DRAINAGE PLAN - MILBURN CIRCLE

PORT ST. LUCIE FLORIDA

(DATE)

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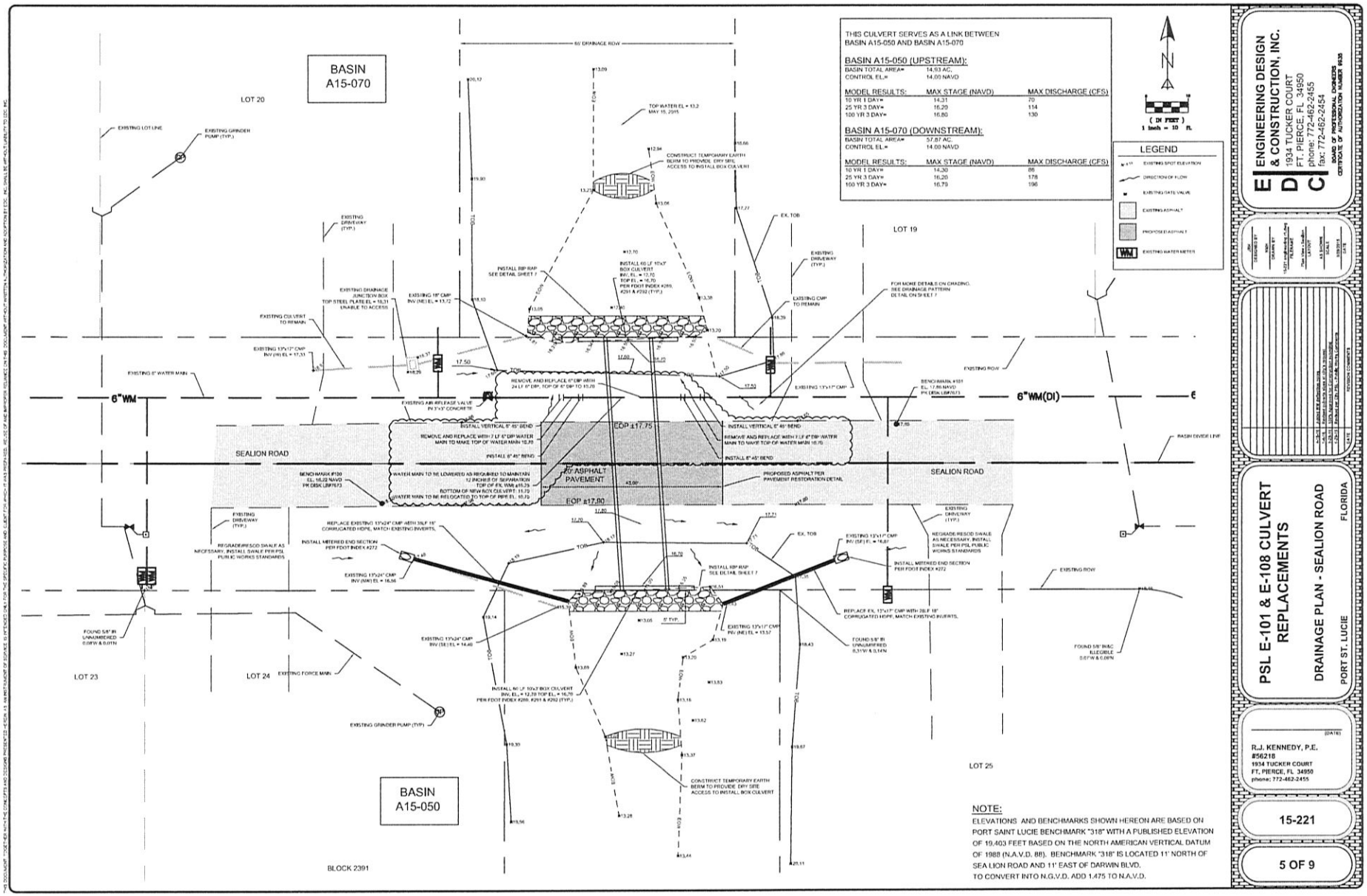

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PSL E-101 & E-108 CULVERT REPLACEMENTS

DRAINAGE PLAN - SEALION ROAD

PORT ST. LUCIE FLORIDA

(DATE)

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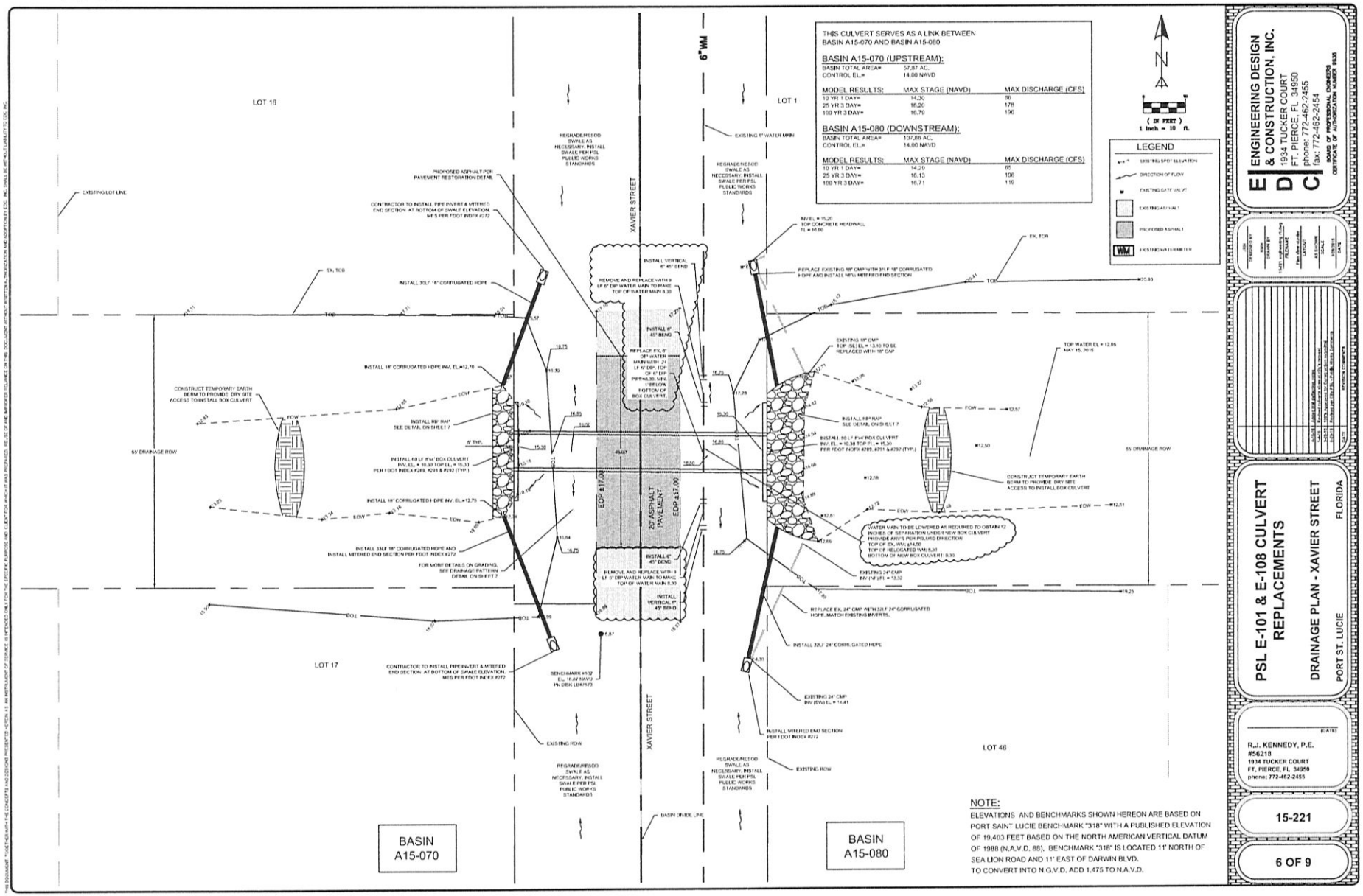
5 OF 9


THIS CULVERT SERVES AS A LINK BETWEEN
BASIN A15-070 AND BASIN A15-080
BASIN A15-070 (UPSTREAM):
BASIN TOTAL AREA= 57.87 AC.
CONTROL EL.= 14.00 NAVD
MODEL RESULTS: MAX STAGE (NAVD) MAX DISCHARGE (CFS)
10 YR 1 DAY= 14.30 86
25 YR 3 DAY= 16.20 178
100 YR 3 DAY= 16.79 196
BASIN A15-080 (DOWNSTREAM):
BASIN TOTAL AREA= 107.86 AC.
CONTROL EL.= 14.00 NAVD
MODEL RESULTS: MAX STAGE (NAVD) MAX DISCHARGE (CFS)
10 YR 1 DAY= 14.29 65
25 YR 3 DAY= 16.13 106
100 YR 3 DAY= 16.71 119
LEGEND
EXISTING SPOT ELEVATION
DIRECTION OF FLOW
EXISTING GATE VALVE
EXISTING ASPHALT
PROPOSED ASPHALT
EXISTING WATER MAIN
(IN FEET)
1 inch = 10 ft.
LOT 16
LOT 17
LOT 1
LOT 46
XAVIER STREET
EXISTING LOT LINE
EX. TOB
EX. TOE
PROPOSED ASPHALT PER PAVEMENT RESTORATION DETAIL
CONTRACTOR TO INSTALL PIPE INVERT & MITERED END SECTION AT BOTTOM OF SWALE ELEVATION. MES PER FDOT INDEX #272
INSTALL 30LF 18" CORRUGATED HDPE
INSTALL 18" CORRUGATED HDPE INV. EL.=12.76
CONSTRUCT TEMPORARY EARTH BERM TO PROVIDE DRY SITE ACCESS TO INSTALL BOX CULVERT
INSTALL RIP RAP SEE DETAIL ON SHEET 7
65' DRAINAGE ROW
INSTALL 60 LF 8'x4' BOX CULVERT INV. EL. = 10.30 TOP EL.= 15.30 PER FDOT INDEX #289, #291 & #292 (TYP.)
INSTALL 18" CORRUGATED HDPE INV. EL.=12.75
INSTALL 33LF 18" CORRUGATED HDPE AND INSTALL MITERED END SECTION PER FDOT INDEX #272
FOR MORE DETAILS ON GRADING, SEE DRAINAGE PATTERN DETAIL ON SHEET 7
REGRADE/RESOD SWALE AS NECESSARY, INSTALL SWALE PER PSL PUBLIC WORKS STANDARDS
EXISTING 6" WATER MAIN
INSTALL VERTICAL 6" 45° BEND
REMOVE AND REPLACE WITH 9 LF 6" DIP WATER MAIN TO MAKE TOP OF WATER MAIN 8.30
INSTALL 6" 45° BEND
REPLACE EX. 6" DIP WATER MAIN WITH 21 LF 6" DIP, TOP OF 6" DIP PIPE=8.30, MIN. 1 DIP BELOW BOTTOM OF BOX CULVERT.
EOP ±17.00
20' ASPHALT PAVEMENT
EOP ±17.00
INSTALL 6" 45° BEND
REMOVE AND REPLACE WITH 9 LF 6" DIP WATER MAIN TO MAKE TOP OF WATER MAIN 8.30
INSTALL VERTICAL 6" 45° BEND
BENCHMARK #102 EL. 16.87 NAVD PK DISK LD#7673
EXISTING ROW
REGRADE/RESOD SWALE AS NECESSARY, INSTALL SWALE PER PSL PUBLIC WORKS STANDARDS
BASIN DIVIDE LINE
INV. EL.= 15.20 TOP CONCRETE HEADWALL EL.= 16.80
REPLACE EXISTING 18" CMP WITH 31LF 18" CORRUGATED HDPE AND INSTALL NEW MITERED END SECTION
EXISTING 18" CMP TOP (S/L) EL.= 13.10 TO BE REPLACED WITH 18" CAP
INSTALL RIP RAP SEE DETAIL ON SHEET 7
INSTALL 60 LF 8'x4' BOX CULVERT INV. EL. = 10.30 TOP EL.= 15.30 PER FDOT INDEX #289, #291 & #292 (TYP.)
TOP WATER EL.= 12.86 MAY 15, 2015
CONSTRUCT TEMPORARY EARTH BERM TO PROVIDE DRY SITE ACCESS TO INSTALL BOX CULVERT
65' DRAINAGE ROW
WATER MAIN TO BE LOWERED AS REQUIRED TO OBTAIN 12 INCHES OF SEPARATION UNDER NEW BOX CULVERT PROVIDE ARV'S PER POLK/D DIRECTION
TOP OF EX. WM= ±14.50
TOP OF RELOCATED WM= 8.30
BOTTOM OF NEW BOX CULVERT= 9.30
EXISTING 24" CMP INV (IN) EL.= 13.32
REPLACE EX. 24" CMP WITH 32LF 24" CORRUGATED HDPE, MATCH EXISTING INVERTS.
INSTALL 32LF 24" CORRUGATED HDPE
EXISTING 24" CMP INV (SW) EL.= 14.41
INSTALL MITERED END SECTION PER FDOT INDEX #272
EXISTING ROW
REGRADE/RESOD SWALE AS NECESSARY, INSTALL SWALE PER PSL PUBLIC WORKS STANDARDS
BASIN A15-070
BASIN A15-080
NOTE:
ELEVATIONS AND BENCHMARKS SHOWN HEREON ARE BASED ON PORT SAINT LUCIE BENCHMARK "318" WITH A PUBLISHED ELEVATION OF 10.403 FEET BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (N.A.V.D. 88). BENCHMARK "318" IS LOCATED 11' NORTH OF SEA LION ROAD AND 11' EAST OF DARWIN BLVD.
TO CONVERT INTO N.G.V.D. ADD 1.475 TO N.A.V.D.
E D C
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BOARD OF PROFESSIONAL ENGINEERS CERTIFICATE OF AUTHORIZATION NUMBER 9335
PSL E-101 & E-108 CULVERT REPLACEMENTS
DRAINAGE PLAN - XAVIER STREET
PORT ST. LUCIE FLORIDA
(DATE)
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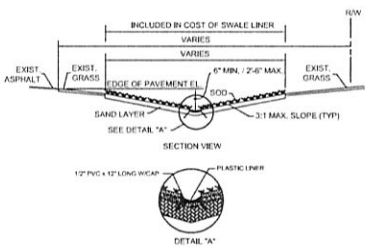
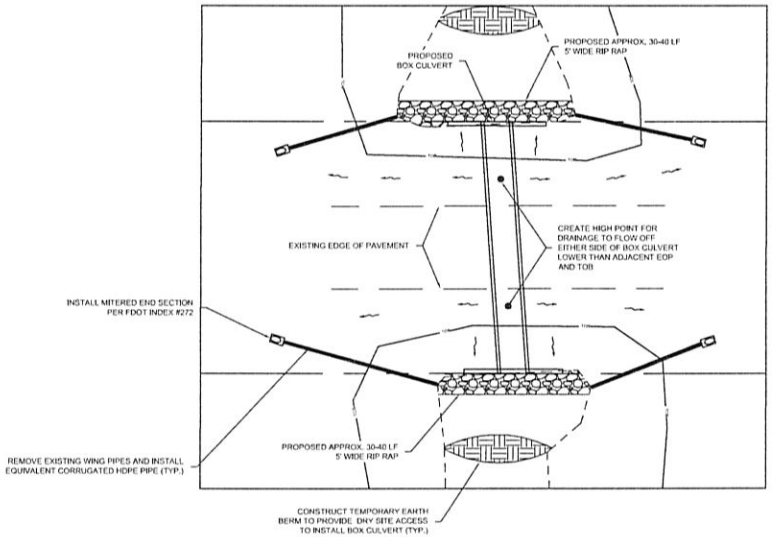
15-221
6 OF 9



1. SWALE LINER: 1/4 SECTION OF 12" ID SMOOTH INNER WALL PERFORATED BLACK POLYETHYLENE PIPE.
2. 1/2" DIAMETER x 12" LONG PVC WITH CAP FOR STAKES THRU LINER AT CORRUGATION, EQUAL DISTANCE. (10 PER 20' LENGTH).
3. SOD SHALL BE LAID OVER A 3" THICK SAND LAYER.
4. ALLOW A 1-1/2" GAP BETWEEN LINER SECTIONS FOR EXPANSION.
5. THE PEGS MUST BE FLUSH WITH THE LINER.
6. INSTALL SWALE LINER GRADE FOR POSITIVE DRAINAGE AND/OR MATCH EXISTING GRADES.

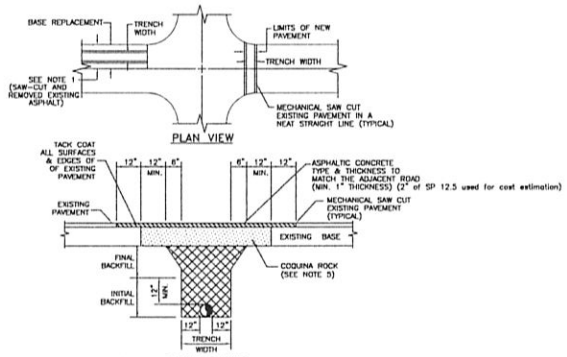
PLASTIC SWALE LINER INSTALLATION DETAIL

N.T.S.



TYPICAL DRAINAGE PATTERN

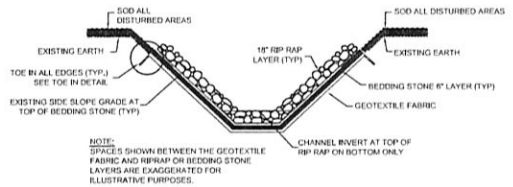
1. GRADE FROM HIGH POINT TO EXISTING AT 2% MAX SLOPE.
2. TEMPORARY EARTH BERM SHALL BE CONSTRUCTED PRIOR TO REMOVAL OF EXISTING PIPES, AND SHALL REMAIN IN PLACE UNTIL PROPOSED BOX CULVERT IS IN PLACE AND CONSTRUCTION IS FINISHED.
3. SOD ALL DISTURBED AREAS. INSTALL SWALE LINE AS NECESSARY UTILIZE PSL PUBLIC WORKS SWALE LINER STANDARDS



NOTES:

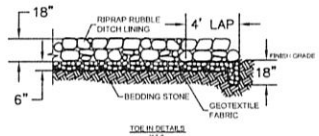
1. PAVEMENT RESTORATIONS FOR LONGITUDINAL CUTS IN ALL STREETS SHALL BE FULL LANE WIDTH, WITH FULL LANE WIDTH RESURFACING FOR EACH LANE WITHIN THE LIMITS OF THE CUT.
2. WHEN AN ARTERIAL OR MAJOR COLLECTOR STREET IS OPEN CUT WITHIN THE LIMITS OF THE ROADWAY INTERSECTION, THE ENTIRE INTERSECTION SHALL BE OVERLAID WITH ASPHALTIC CONCRETE.
3. WHEN STREETS OTHER THAN ARTERIALS OR MAJOR COLLECTORS ARE OPEN CUT MORE THAN TWO TIMES AT THE INTERSECTION, THE ENTIRE INTERSECTION SHALL BE OVERLAID WITH ASPHALTIC CONCRETE. TWO OPEN CUTS OR LESS AT THE INTERSECTION WILL REQUIRE OVERLAYING WITH ASPHALT ONLY IN THE OPEN CUT AREA.
4. THE CONTRACTOR SHALL BE REQUIRED TO DOCUMENT ALL PAVEMENT MARKINGS PRIOR TO OVERLAY. THE CONTRACTOR SHALL THEN PLACE NEW PAVEMENT MARKINGS AT THE SAME LOCATIONS. PAVEMENT MARKINGS SHALL BE IN ACCORDANCE TO F.D.O.T. STANDARDS.
5. COQUINA ROCK (12" MIN.)
6. EARTHWORK, EXCAVATION, BACKFILL AND COMPACTION SHALL BE IN ACCORDANCE WITH PSLUSD STANDARDS. ALL BACKFILL SHALL MEET DENSITY REQUIREMENTS OF 100% T-180.

UTILITY ROAD CUT PAVEMENT RESTORATION



NOTE:
SPACES SHOWN BETWEEN THE GEOTEXTILE FABRIC AND RIPRAP OR BEDDING STONE LAYERS ARE EXAGGERATED FOR ILLUSTRATIVE PURPOSES.

TYPICAL RIPRAP DETAILS
N.T.S.



TOE IN DETAILS
N.T.S.

1. INSTALLATION SHALL BE IN ACCORDANCE WITH SECTION 530-3 OF THE FDOT SPECIFICATIONS. THE AREAS TO RECEIVE RIPRAP SHALL BE LINED WITH FILTER FABRIC AND 6" INCHES OF BEDDING STONE. ROCK RUBBLE SHALL BE PLACED IN 2 LAYERS FOR A TOTAL DEPTH OF 18" TO PRODUCE A REASONABLY WELL GRADED MASS OF STONE WITH THE MINIMUM PRACTICAL PERCENTAGE OF VOIDS.
2. THE ROCK RUBBLE SHALL BE BROKEN STONE CONFORMING TO SECTION 530-3.2 OF THE FDOT SPECIFICATIONS. BROKEN CONCRETE SHALL NOT BE ALLOWED.
3. THE BEDDING STONE SHALL CONFORM TO SECTION 901-1 OF THE FDOT SPECIFICATIONS FOR NUMBER 4 COURSE AGGREGATE.
4. GEOTEXTILE FABRIC SHALL BE IN ACCORDANCE WITH FDOT INDEX 199. GEOTEXTILE FABRIC SHALL BE INSTALLED IN A CONTINUOUS LAYER BENEATH ALL BEDDING STONE INCLUDING TOE IN AREAS AND SHALL LAP THE TOP OF BEDDING STONE A MINIMUM OF 4 FEET.
5. TOE IN DETAIL APPLIES TO ALL LIMITS OF RIPRAP INSTALLATION.

E D C ENGINEERING DESIGN & CONSTRUCTION, INC.
1934 TUCKER COURT
FT. PIERCE, FL. 34950
phone: 772-462-2455
fax: 772-462-2454
BOARD OF PROFESSIONAL ENGINEERS CERTIFICATE OF AUTHORIZATION NUMBER 9535

PSL E-101 & E-108
CULVERT REPLACEMENTS

PAVING, GRADING & DRAINAGE DETAILS

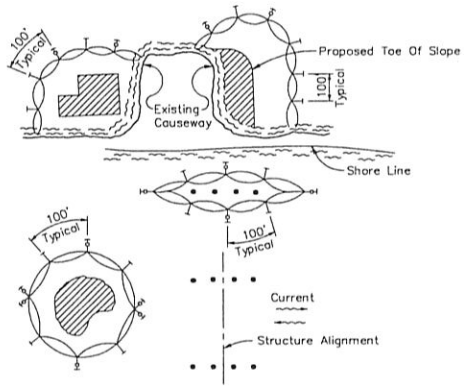
PORT ST. LUCIE FLORIDA

(DATE)

R.J. KENNEDY, P.E.
#56218
1934 TUCKER COURT
FT. PIERCE, FL 34950
phone: 772-462-2455

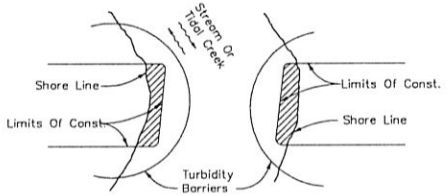
15-221

7 OF 9



LEGEND

- Pile Locations
- Dredge Or Fill Area
- Mooring Buoy w/Anchor
- Anchor
- Barrier Movement Due To Current Action



NOTES:

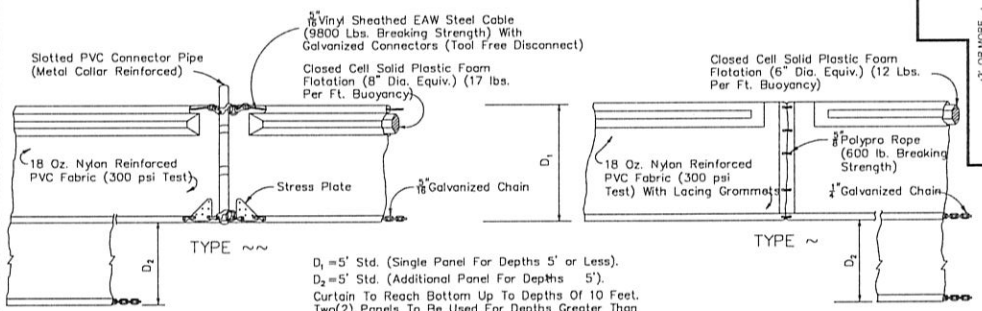
1. Turbidity barriers are to be used in all permanent bodies of water regardless of water depth.
2. Number and spacing of anchors dependent on current velocities.
3. Deployment of barrier around pile locations may vary to accommodate construction operations.
4. Navigation may require segmenting barrier during construction operations.
5. For additional information see Section 104 of the Standard Specifications.

TURBIDITY BARRIER APPLICATIONS

Note:
Turbidity barriers for flowing streams and tidal creeks may be either floating, or staked types or any combinations of types that will suit site conditions and meet erosion control and water quality requirements. The barrier type(s) will be at the Contractors option unless otherwise specified in the plans, however payment will be under the pay item(s) established in the plans for Floating Turbidity Barrier and/or Staked Turbidity Barrier. Posts in staked turbidity barriers to be installed in vertical position unless otherwise directed by the Engineer.

GENERAL NOTES

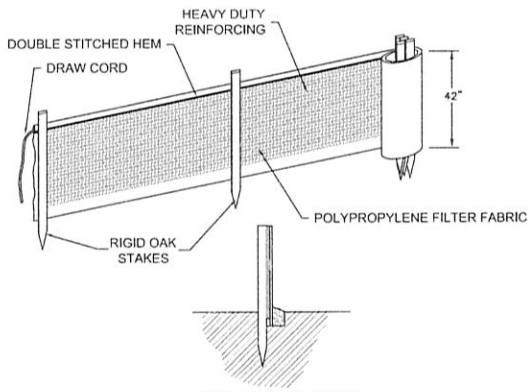
1. Floating turbidity barriers are to be paid for under the contract unit price for Floating Turbidity Barrier, LF.
2. Staked turbidity barriers are to be paid for under the contract unit price for Staked Turbidity Barrier, LF.



D_1 = 5' Std. (Single Panel For Depths 5' or Less).
D_2 = 5' Std. (Additional Panel For Depths 5').
Curtain To Reach Bottom Up To Depths Of 10 Feet. Two(2) Panels To Be Used For Depths Greater Than 10 Feet Unless Special Depth Curtains Specifically Called For In The Plans Or As Determined By The Engineer.

NOTICE: COMPONENTS OF TYPES ~ AND ~~ MAY BE SIMILAR OR IDENTICAL TO PROPRIETARY DESIGNS. ANY INFRINGEMENT ON THE PROPRIETARY RIGHTS OF THE DESIGNER SHALL BE THE SOLE RESPONSIBILITY OF THE USER. SUBSTITUTIONS FOR TYPES ~ AND ~~ SHALL BE AS APPROVED BY THE ENGINEER.

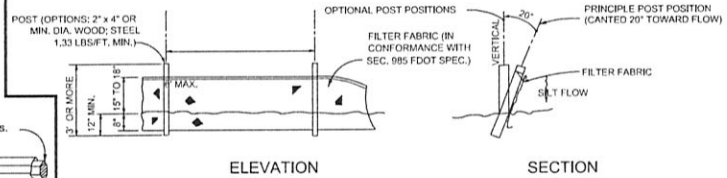
FLOATING TURBIDITY BARRIERS



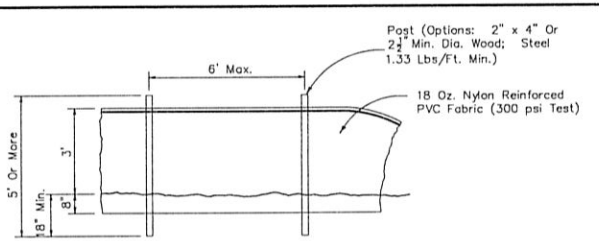
NOTES:

1. SILT FENCE SHALL BE INSTALLED PER MANUFACTURES SPECIFICATIONS PRIOR TO THE START OF CONSTRUCTION AND SHALL NOT BE REMOVED UNTIL CONSTRUCTION IS COMPLETE.
2. THE CONTRACTOR SHALL INSPECT AND REPAIR THE SILT FENCE AFTER EACH RAIN EVENT AND REMOVE SEDIMENT WHEN NECESSARY.
3. REMOVED SEDIMENT SHALL BE DEPOSITED IN AN AREA THAT WILL NOT CONTRIBUTE SEDIMENT OFFSITE AND CAN BE PERMANENTLY STABILIZED.
4. THE SILT FENCE SHALL BE PLACED ON SLOPE CONTOUR TO MAXIMIZE ITS PONDING EFFICIENCY.

SILT FENCE DETAIL



NOTE: SILT FENCE TO BE PAID FOR UNDER THE CONTRACT UNIT PRICE FOR STACKED SILT FENCE (LF).



STAKED TURBIDITY BARRIER

ENGINEERING DESIGN & CONSTRUCTION, INC.
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fax: 772-462-2454
BOARD OF PROFESSIONAL ENGINEERS CERTIFICATE OF AUTHORIZATION NUMBER #6355

PSL E-101 & E-108 CULVERT REPLACEMENTS
STORMWATER POLLUTION PREVENTION DETAILS
PORT ST. LUCIE FLORIDA

(DATE)
R.J. KENNEDY, P.E.
#56218
1934 TUCKER COURT
FT. PIERCE, FL 34950
phone: 772-462-2455

15-221

GENERAL NOTES

1. ANY DISCREPANCIES ON THE DRAWINGS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER BEFORE COMMENCING WORK. NO FIELD CHANGE OR DEVIATIONS FROM THE DESIGN ARE TO BE MADE WITHOUT PRIOR APPROVAL OF THE ENGINEER.

2. THE CONTRACTOR SHALL CONTACT ENGINEER OF RECORD, THE APPROPRIATE GOVERNMENTAL JURISDICTIONAL AGENCY AND ALL OTHER CONCERNED UTILITIES AT LEAST 2 FULL BUSINESS DAYS IN ADVANCE OF CONSTRUCTION OPERATIONS.

3. THE LOCATION AND SIZE OF ALL EXISTING UTILITIES SHOWN ON THE PLANS ARE APPROXIMATE AND ARE BASED ON THE BEST AVAILABLE INFORMATION. ADDITIONAL UTILITIES MAY EXIST WHICH ARE NOT SHOWN ON THE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PHYSICALLY LOCATING ALL EXISTING UTILITIES. THE CONTRACTOR SHALL VERIFY ALL UTILITIES BY ELECTRONIC METHODS AND BY HAND EXCAVATION IN COORDINATION WITH ALL UTILITY COMPANIES, PRIOR TO BEGINNING ANY CONSTRUCTION OPERATIONS. ANY AND ALL CONFLICTS OF EXISTING UTILITIES WITH PROPOSED IMPROVEMENTS SHALL BE RESOLVED BY THE ENGINEER AND THE OWNER PRIOR TO BEGINNING ANY CONSTRUCTION OPERATIONS. THIS WORK BY THE CONTRACTOR SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT AND NO ADDITIONAL COMPENSATION SHALL BE ALLOWED.

4. PROJECT SUPERINTENDENT: THE CONTRACTOR SHALL PROVIDE A QUALIFIED SUPERINTENDENT TO REMAIN ON THE JOB SITE AT ALL TIMES WHEN WORK IS BEING PERFORMED. THE SUPERINTENDENT SHALL BE PRESENT AT THE PRE-CONSTRUCTION MEETING. THE CONTRACTOR SHALL NOTIFY THE OWNER BY LETTER, PRIOR TO THE PRE-CONSTRUCTION MEETING, APPOINTING THE SUPERINTENDENT FOR THIS PROJECT INCLUDING A FORMAL RESUME SHOWING QUALIFICATIONS.

5. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE HIS COMPLETE FAMILIARITY WITH THE PROJECT SITE AND COMPONENTS TO INCLUDE SUBSURFACE CONDITIONS OF SOIL AND GROUNDWATER TABLE. BY SUBMITTAL OF A BID FOR THIS PROJECT, THE CONTRACTOR ACKNOWLEDGES HIS COMPLETE UNDERSTANDING AND RESPONSIBILITIES WITH RESPECT TO THE CONSTRUCTION ACTIVITIES REQUIRED UNDER THE SCOPE OF THIS PROJECT.

6. THE "TRENCH SAFETY ACT" SHALL BE INCORPORATED INTO THIS CONTRACT AS ENHANCED BY THE LEGISLATURE OF THE STATE OF FLORIDA TO BE IN EFFECT AS OF OCTOBER 1, 1990.

7. AS-BUILT PLANS: THE CONTRACTOR SHALL PROVIDE ONE (1) REPRODUCIBLE MYLAR COPY, FIFTEEN (15) BLACK LINE COPIES AND ONE (1) DIGITAL FORMAT OF A CERTIFIED AS-BUILT SURVEY. DRAWINGS SHALL BEAR THE ORIGINAL SIGNATURE AND EMBOSSED SEAL OF THE SURVEYOR AND SHALL BE SUBMITTED AFTER THE COMPLETION OF CONSTRUCTION, BUT PRIOR TO FINAL APPROVAL. THE AS-BUILT SURVEY SHALL BE PREPARED IN PLAN AND PROFILE FORMAT BY A LICENSED PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF FLORIDA AND SHALL COMPLY WITH APPLICABLE PROVISIONS OF THE FLORIDA ADMINISTRATIVE CODE AND CHAPTER 472 OF THE FLORIDA STATUES. THE DRAWINGS SHALL BE AT A SCALE COMPARABLE TO THE DESIGN DRAWINGS PREPARED BY THE ENGINEER AND SHALL REFERENCE THE BASE LINE OF SURVEY APPEARING ON THE ENGINEERING DRAWINGS. THE HORIZONTAL AND VERTICAL LOCATION OF THE ROADWAYS, DRAINAGE FACILITIES AND ALL APPURTENANCES SHALL BE ACCURATELY DEPICTED TO SCALE AND SHALL BE IDENTIFIED RELATIVE TO THE BASE LINE AND TO READILY IDENTIFIABLE PERMANENT OR SEMI-PERMANENT REFERENCE POINTS EXISTING AFTER THE COMPLETION OF CONSTRUCTION. LOCATIONS SHALL BE SHOWN FOR ALL FITTINGS, VALVES, HYDRANTS, MANHOLES, SAMPLE POINTS, AIR RELEASES, ETC., BOTH HORIZONTAL AND VERTICAL, AND THE LOCATION OF THE MAIN AT EACH BASELINE STATION AS SHOWN ON THE PLANS (100 FEET MAXIMUM) BOTH HORIZONTAL AND VERTICAL. UNDERGROUND FACILITIES (I.E., DRAINAGE, GAS, ELECTRIC, TELEPHONE, ETC.) CROSSING THE MAINS SHALL BE ACCURATELY SHOWN BOTH HORIZONTAL AND VERTICAL AND SHALL IDENTIFY SIZE, TYPE, FACILITY, MATERIAL AND CLEARANCE. ALL INFORMATION SHALL BE BASED UPON MEASUREMENTS AND OBSERVATIONS MADE IN THE FIELD BY THE SURVEYOR CERTIFYING THE SURVEY OR BY PERSONNEL UNDER HIS EMPLOYMENT, DIRECTION AND SUPERVISION. THE COST FOR PREPARING AND MAINTAINING THE AS-BUILT PLANS SHALL BE INCIDENTAL TO THE CONSTRUCTION COST.

8. THE CONTRACTOR SHALL PREPARE A PLAN SHOWING THE SCHEDULE OF WORK, INCLUDING A HIGHLIGHTED PLAN SHOWING THE ORDER OF CONSTRUCTION WHICH WILL FACILITATE MAINTAINING EXISTING SERVICES DURING CONSTRUCTION. THIS PLAN SHALL BE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION MAINTENANCE OF TRAFFIC AND STAGING PLAN.

9. ALL CONSTRUCTION IS TO BE IN ACCORDANCE WITH FLORIDA DEPARTMENT OF TRANSPORTATION STANDARDS AND SPECIFICATIONS, OR THE LOCAL JURISDICTIONAL MUNICIPALITY, WHICHEVER IS MORE STRINGENT.

10. ALL UNDERGROUND MUNICIPAL UTILITIES, FIBER OPTIC, TELEPHONE, FPL, LOCAL CABLE AND ALL OTHER LOCAL UTILITY COMPANY LOCATIONS SHOWN ARE TAKEN FROM INFORMATION PROVIDED BY THAT UTILITY COMPANY. THESE LOCATIONS HAVE NOT BEEN VERIFIED IN THE FIELD. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL UTILITY LOCATIONS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL EXPOSE ALL CROSSINGS WITH PUBLIC & PRIVATE UTILITIES PRIOR TO BEGINNING CONSTRUCTION AND DELIVERY OF PIPE. THE CONTRACTOR SHALL USE EXTREME CAUTION WITHIN THE VICINITY OF PUBLIC & PRIVATE UTILITY FACILITIES. THE CONTRACTOR WILL REQUEST THE PRESENCE OF THE RESPECTIVE UTILITY REPRESENTATIVES DURING CONSTRUCTION IN THE VICINITY OF THEIR FACILITIES EVEN IF A PROFILE OF THE UTILITY FACILITIES IS PROVIDED IN THESE DRAWINGS. THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING THE PUBLIC & PRIVATE UTILITIES AND VERIFYING / OBTAINING THE LOCATION(S) OF THESE FACILITIES.

11. ANY NGVD 29 AND NAVD 88 MONUMENT WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF IN DANGER OF DAMAGE, THE CONTRACTOR SHOULD NOTIFY:

GEODETIC INFORMATION CENTER
ATTN: MARK MAINTENANCE CENTER
ATTN: M/CG - 162
6001 EXECUTIVE BOULEVARD
ROCKVILLE, MD 20852
TELEPHONE: (301) 443-8319

CITY OF PORT ST. LUCIE
PUBLIC WORKS DEPARTMENT
121 SW PORT ST. LUCIE BLVD.
PORT ST. LUCIE, FL 34984

12. CONTRACTOR TO UTILIZE "APPROVED FOR CONSTRUCTION" PLANS ONLY. ANY PLANS NOT "APPROVED FOR CONSTRUCTION" SHALL BE CONSIDERED PRELIMINARY AND SHOULD NOT BE USED FOR BIDDING OR CONSTRUCTION.

13. SHOP DRAWINGS FOR ALL STRUCTURES SHALL BE SUBMITTED TO ENGINEER FOR REVIEW AND APPROVAL PRIOR TO ORDERING.

14. SHOP DRAWINGS ARE REQUIRED ON ALL STRUCTURES. THE ENGINEER REQUIRES FIVE (5) BUSINESS DAYS TO REVIEW SHOP DRAWINGS AFTER RECEIPT. ADDITIONAL TIME MAY BE REQUIRED IF LOCAL GOVERNMENT OR MUNICIPALITIES REQUIRE AN INTERNAL REVIEW AND APPROVAL PROCESS.

15. CONCRETE SHALL BE CLASS I 3,000 PSI MINIMUM COMPRESSIVE STRENGTH UNLESS NOTED OTHERWISE. REINFORCING SHALL BE GRADE 60 DEFORMED STEEL BARS IN ACCORDANCE ASTM A-615.

16. CONTRACTOR SHALL PROTECT ALL EXISTING ABOVE OR UNDERGROUND STRUCTURES, LANDSCAPE FEATURES, TREES AND UTILITIES NOT SHOWN ON THE PLANS. THE CONTRACTOR SHALL REPAIR OR REPLACE ANY ITEM DAMAGED BY CONSTRUCTION ACTIVITY TO MEET ALL APPLICABLE CURRENT CODES. ANY REPAIRED / REPLACED ITEMS ARE SUBJECT TO REVIEW AND APPROVAL BY APPLICABLE LOCAL JURISDICTIONAL AGENCY.

17. ALL PROPOSED UTILITY MATERIALS, CONSTRUCTION METHODS, TESTING AND DISINFECTION SHALL CONFORM TO THE REQUIREMENTS OF THE CURRENT LOCAL UTILITY COMPANY STANDARDS AND AWWA CURRENT STANDARD. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN AND UTILIZE A CURRENT COPY OF THE LOCAL REGULATING UTILITY COMPANY STANDARDS AND ENSURE ALL CONSTRUCTION IS IN ACCORDANCE WITH THEIR STANDARDS. ANY CONFLICT WITH THE CONSTRUCTION DRAWINGS AND THE LOCAL UTILITY COMPANY SHALL BE RESOLVED UTILIZING THE MOST STRINGENT DIRECTIONS.

18. ALL HORIZONTAL AND VERTICAL SURVEY CONTROL POINTS SHALL BE PROTECTED AND UNDISTURBED. IN THE EVENT THAT A CONTROL POINT IS DISTURBED OR DESTROYED, THE POINT SHALL BE RE-ESTABLISHED BY A FLORIDA REGISTERED LAND SURVEYOR. THE METHOD TO RE-ESTABLISH THE POINT SHALL BE APPROVED BY THE CITY / COUNTY ENGINEER AT THE EXPENSE OF THE CONTRACTOR.

19. THE CONTRACTOR SHALL PREPARE A COMPLETE VIDEO RECORD OF THE PROJECT SITE BEFORE BEGINNING ANY WORK. THE VIDEO RECORD SHALL INCLUDE ALL ROADWAY, DRAINAGE AND UTILITIES POINTS OF CONNECTION AND SHALL EXTEND A MINIMUM OF 1000 FEET BEYOND THE WORK LIMITS TO DOCUMENT THE EXISTING CONDITIONS. THE CONTRACTOR SHALL ALSO VIDEO DOCUMENT ALL HAUL ROUTES NEEDED FOR THE OFF-SITE MOVEMENT OF EARTHWORK. COPIES OF THE VIDEO RECORD SHALL BE PROVIDED TO THE ENGINEER OF RECORD AND THE OWNER PRIOR TO SUBMITTAL OF THE FIRST PAY REQUEST. IF DAMAGE TO EXISTING INFRASTRUCTURE IS RECOGNIZED DURING THE COURSE OF THE PROJECT AND CANNOT BE IDENTIFIED AS A PRE-CONSTRUCTION CONDITION ON THE VIDEO RECORD, THE CONTRACTOR MAY BE REQUIRED TO MAKE PROPER REPAIRS.

20. THE CONTRACTOR SHALL VIDEO TAPE THE EXTERIOR AND REAR YARDS OF ALL HOUSES / BUSINESSES IN THE PROJECT AREA.

PAVING, GRADING AND DRAINAGE NOTES

1. ALL UNSUITABLE MATERIALS, SUCH AS MUCK, ORGANIC MATERIAL AND OTHER DELETERIOUS MATERIAL AS CLASSIFIED BY AASHTO M-145, FOUND SHALL BE REMOVED DOWN TO ROCK OR SUITABLE MATERIAL, AND REPLACED WITH THE SPECIFIED FILL MATERIAL IN MAXIMUM 12 INCH LIFTS COMPACTED TO NOT LESS THAN 100% MAXIMUM DRY DENSITY AT OPTIMUM MOISTURE IN ACCORDANCE WITH AASHTO T-99. THICKNESS OF LAYERS MAY BE INCREASED, PROVIDED THAT THE EQUIPMENT AND METHODS USED ARE PROVEN BY FIELD DENSITY TESTING AND CAPABLE OF COMPACTING THICK LAYERS TO SPECIFIED DENSITIES.

2. ALL AREAS SHALL BE CLEARED AND GRUBBED PRIOR TO CONSTRUCTION. THIS SHALL CONSIST OF THE COMPLETE REMOVAL AND DISPOSAL OF ALL TREES, BRUSH, STUMPS, GRASS, WEEDS, RUBBISH AND ALL OTHER OBSTRUCTIONS RESTING ON, OR PROTRUDING THROUGH THE SURFACE OF THE EXISTING GROUND TO A DEPTH OF ONE (1) FOOT. ITEMS DESIGNATED TO REMAIN, TO BE RELOCATED, OR TO BE ADJUSTED SHALL BE SO DESIGNATED ON THE DRAWINGS.

3. FILL MATERIAL SHALL BE CLASSIFIED AS A-1, A-3, OR A-2-4 IN ACCORDANCE WITH AASHTO M-145 AND SHALL BE FREE FROM VEGETATION AND ORGANIC MATERIAL NOT MORE THAN 12% BY WEIGHT OF FILL MATERIAL SHALL PASS THE NO. 200 SIEVE.

4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING CERTIFIED MATERIAL TEST RESULTS TO THE ENGINEER OF THE RECORD PRIOR TO THE RELEASE OF FINAL CERTIFICATION BY THE ENGINEER. TEST RESULTS MUST INCLUDE, BUT MAY NOT BE LIMITED TO, DENSITIES FOR SUBGRADE AND BASE DENSITIES AT UTILITY CROSSINGS, MANHOLES, INLETS, AND STRUCTURES. TEST SHALL INCLUDE ASPHALT GRADATION REPORTS, CONCRETE CYLINDERS, ETC. DENSITY TESTS SHALL BE PERFORMED AT THREE (3) LOCATIONS AROUND ANY STRUCTURE. BEGIN TESTING IN THE FIRST FOOT ABOVE THE BOTTOM OF THE STRUCTURE AND THEN EVERY TWO FEET TO WITHIN TWO FEET OF THE FINISH GRADE; THESE DENSITY REQUIREMENTS ARE THE MINIMUM. THE CONTRACTOR SHALL VERIFY DENSITY REQUIREMENTS AND PROTOCOLS WITH THE LOCAL APPROVING AUTHORITY PRIOR TO CONSTRUCTION OR BIDDING OF THE PROJECT.

5. ALL INLETS AND PIPE SHALL BE PROTECTED DURING CONSTRUCTION TO PREVENT SILTATION IN THE DRAINAGE SYSTEMS BY WAY OF TEMPORARY PLUGS AND PLYWOOD OR PLASTIC COVERS OVER THE INLETS. THE ENTIRE DRAINAGE SYSTEMS SHALL BE CLEANED OF ALL DEBRIS PRIOR TO FINAL ACCEPTANCE. ALL CONCRETE SHALL BE A MINIMUM 3,000 PSI. SOME LOCAL GOVERNMENT STORMWATER PROJECTS MAY REQUIRE TELEVISING OF THE STORM SEWER. CONTRACTOR SHOULD BE KNOWLEDGEABLE OF THIS REQUIREMENT PRIOR TO BIDDING OF THE PROJECT.

6. ALL PROPOSED ELEVATIONS REFER TO FINISHED GRADES.

7. THE CONTRACTOR MUST OBTAIN A WATER USE PERMIT PRIOR TO CONSTRUCTION DEWATERING UNLESS THE WORK QUALIFIES FOR A GENERAL PERMIT PURSUANT TO SUBSECTION 40E-20.302(4), F.A.C.

STORM SEWER NOTES

1. STANDARD SEPARATION FOR ALL WATER AND/OR WASTEWATER MAINS, HORIZONTAL AND VERTICAL, SHALL BE PER FDEP REQUIREMENTS, PROVISIONS OF F.A.C. RULE 62.604 AND TEN STATES STANDARD OR LOCAL MUNICIPALITIES, WHICHEVER IS MORE STRINGENT.

2. ALL DISTURBED OUTFALL DRAINAGE AREAS SHALL BE SODDED UPON COMPLETION OF GRADING AFTER AS-BUILT GRADE ELEVATIONS ARE APPROVED BY THE ENGINEER.

3. PRIOR TO FINAL PAYMENT FOR RETENTION, DETENTION AND DRAINAGE DITCH QUANTITIES, ALL SLOPES AND SWALES SHALL BE SODDED TO AVOID EROSION.

4. THERE IS TO BE NO OFF-SITE HAULING WITHOUT PRIOR APPROVAL AND ALL EXCAVATED MATERIAL SHALL BE USED ON-SITE. COORDINATION WITH THE OWNER IS REQUIRED FOR THE REMOVAL OF ANY UNSUITABLE MATERIALS.

5. THE CONTRACTOR SHALL CONSTRUCT THE STORMWATER MANAGEMENT SYSTEM IN A MANNER SO AS TO MINIMIZE ANY ADVERSE IMPACTS OF THE WORKS ON FISH, WILDLIFE, NATURAL ENVIRONMENTAL VALUES AND WATER QUALITY ON OR OFF-SITE. THE CONTRACTOR SHALL INSTITUTE NECESSARY MEASURES DURING THE CONSTRUCTION PERIOD, INCLUDING FULL COMPACTION OF ANY FILL MATERIAL PLACED AROUND NEWLY INSTALLED STRUCTURES TO REDUCE EROSION, TURBIDITY, NUTRIENT LOADING AND SEDIMENTATION IN THE RECEIVING WATERS.

6. WITHIN THIRTY (30) DAYS AFTER COMPLETION OF CONSTRUCTION OF THE SURFACE WATER MANAGEMENT SYSTEM, THE CONTRACTOR SHALL ASSIST THE DESIGN ENGINEER TO PROVIDE A WRITTEN STATEMENT OF COMPLETION AND CERTIFICATION BY A FLORIDA PROFESSIONAL ENGINEER. THESE STATEMENTS MUST SPECIFY THE ACTUAL DATE OF CONSTRUCTION COMPLETION AND MUST CERTIFY THAT ALL FACILITIES HAVE BEEN CONSTRUCTED IN SUBSTANTIAL CONFORMANCE WITH THE PLANS AND SPECIFICATIONS. THE CONSTRUCTION COMPLETION CERTIFICATION MUST INCLUDE, AT A MINIMUM EXISTING ELEVATIONS, LOCATIONS AND DIMENSIONS OF THE COMPONENTS OF THE SURFACE WATER MANAGEMENT FACILITIES. ADDITIONALLY, IF DEVIATIONS FROM THE APPROVED DRAWINGS ARE DISCOVERED DURING THE CERTIFICATION PROCESS, THE CERTIFICATION MUST BE ACCOMPANIED BY A COPY OF THE APPROVED PERMIT DRAWINGS WITH DEVIATIONS NOTED. SEE ALSO AS-BUILT REQUIREMENTS.

7. A STABLE PERMANENT AND ACCESSIBLE ELEVATION REFERENCE SHALL BE ESTABLISHED ON OR WITHIN ONE HUNDRED (100) FEET OF ALL PERMITTED DISCHARGE STRUCTURES NO LATER THAN THE SUBMISSION OF THE CERTIFICATION TO THE WATER MANAGEMENT DISTRICT. THE LOCATION OF THE ELEVATION REFERENCE MUST BE NOTED ON OR WITHIN THE CERTIFICATION REPORT.

8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CORRECTION OF ANY EROSION OR SHOALING OF THE WATER QUALITY MANAGEMENT SYSTEM.

9. INLETS (425 / 430): INCLUDES THE LIST OF MATERIALS / INSTALLATION / DEWATERING STABILIZATION / AS-BUILT SURVEYING / TESTING. ALL STRUCTURES WILL REQUIRE THREE (3) COMPACTION TESTS AT DIFFERENT LOCATIONS AND UNDER STRUCTURES OR PER LOCAL APPROVING AUTHORITY, WHICHEVER IS MORE STRINGENT.

10. PIPE CULVERTS AND STORM SEWERS SHALL BE CONSTRUCTED AND INSTALLED IN ACCORDANCE WITH SECTION 430 FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.

11. HDPE (HIGH DENSITY POLYETHYLENE) CULVERT SHALL BE N-12 INSTALLED PER MANUFACTURER RECOMMENDATIONS. MANUFACTURER IS ADS (ADVANCED DRAINAGE SYSTEMS, INC.) AIR ENTRENCHED PIPE.

12. REINFORCED CONCRETE PIPE SHALL BE ASTM C-76 CLASS III IN ACCORDANCE WITH SECTION 941 OF THE FDOT STANDARD SPECIFICATIONS.

FILTER FABRIC (STORM PIPE JOINTS)

THE CONTRACTOR SHALL WRAP ALL STORM PIPE JOINTS. CONSTRUCTION SHALL BE PER F.D.O.T. INDEX NO. 280 WITH WOVEN GEOTEXTILE TYPE D-3 (F.D.O.T. INDEX NO. 199) SECURED W/ STRAPPING. ALL JOINTS SHALL BE WRAPPED FOR A MINIMUM OF 18 INCHES FROM THE BAND OR JOINT ON BELL AND SPIGOT AS APPLICABLE.

DEWATERING

ALL DEWATERING SHALL BE IN ACCORDANCE WITH 2015 SFWMD STANDARDS. STORM SEWER PIPES AND STRUCTURES AND UTILITIES SHALL BE LAID "IN THE DRY", UNLESS OTHERWISE APPROVED IN WRITING BY THE UTILITY AND ENGINEER OF RECORD. THE CONTRACTOR, AT NO DIRECT COST TO THE OWNER, SHALL PERFORM ALL DEWATERING ACTIVITY. TRENCH EXCAVATIONS SHALL BE DEWATERED BY USING ONE OR MORE OF THE FOLLOWING METHODS: SOCK DRAINS, WELL POINT SYSTEM, SUMP PUMPS OR OTHER METHOD(S) AS APPROVED BY THE ENGINEER. DEWATERING SYSTEMS SHALL BE UTILIZED IN ACCORDANCE WITH GOOD STANDARD PRACTICE AND MUST BE EFFICIENT ENOUGH TO LOWER THE WATER LEVEL IN ADVANCE OF THE EXCAVATION AND MAINTAIN IT CONTINUOUSLY TO KEEP THE TRENCH BOTTOM AND SIDES FIRM AND DRY. IF THE MATERIAL ENCOUNTERED AT TRENCH GRADE IS SUITABLE FOR THE PASSAGE OF WATER WITHOUT DESTROYING THE SIDES OR UTILITY FOUNDATION OF THE TRENCH, SUMPS MAY BE PROVIDED AT INTERVALS AT THE SIDE OF THE MAIN TRENCH EXCAVATION, WITH PUMPS USED TO LOWER THE WATER LEVEL BY TAKING THEIR SUCTION FROM SAID SUMPS. DISCHARGE FROM DEWATERING SHALL BE DISPOSED OF IN SUCH A MANNER THAT IT WILL NOT INTERFERE WITH NORMAL DRAINAGE OF THE AREA IN WHICH THE WORK IS BEING PERFORMED, CREATE A PUBLIC NUISANCE OR FORM PONDING. ALL DISCHARGE SHALL BE IN ACCORDANCE WITH ANY SFWMD ISSUED PERMITS. THE OPERATIONS SHALL NOT CAUSE INJURY TO ANY PORTION OF THE WORK COMPLETED OR IN PROGRESS OR TO THE SURFACE OF STREETS OR TO PRIVATE PROPERTY. THE ENGINEER OF RECORD AND NECESSARY REGULATORY AGENCIES, PRIOR TO CONSTRUCTION, SHALL APPROVE THE PROPOSED DEWATERING METHOD(S) AND SCHEDULE. ADDITIONALLY, WHERE PRIVATE PROPERTY WILL BE INVOLVED, THE CONTRACTOR SHALL OBTAIN ADVANCE PERMISSION FROM THE PROPERTY OWNER.

CONFLICTS

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO BECOME ACQUAINTED WITH EXISTING CONDITIONS AND TO LOCATE STRUCTURES AND STORM PIPES ALONG THE PROPOSED STORM PIPE ALIGNMENT IN ORDER TO AVOID CONFLICTS. WHERE ACTUAL CONFLICTS ARE UNAVOIDABLE, WORK SHALL BE COORDINATED WITH THE FACILITY OWNER AND PERFORMED SO AS TO CAUSE AS LITTLE INTERFERENCE AS POSSIBLE WITH THE SERVICE RENDERED BY THE FACILITY DISTURBED. ALL AFFECTED UTILITIES SHALL BE NOTIFIED PRIOR TO EXCAVATION IN THEIR VICINITY. CONTRACTOR TO POTHOLE ALL CONFLICTS OF EXISTING UTILITIES AND PROPOSED IMPROVEMENTS AT LEAST 10 DAYS PRIOR TO CONSTRUCTION TO CONFIRM CONFLICT RESOLUTION SHOWN ON THE PLANS.

SOD

1. THE SOD SHALL BE CERTIFIED TO MEET FLORIDA STATE PLANT BOARD SPECIFICATIONS, ABSOLUTELY TRUE TO VARIETAL TYPE AND FREE FROM WEEDS, FUNGUS, INSECTS AND DISEASE OF ANY KIND. ALL SODDED AREAS SHALL BE GRASSED AS SPECIFIED ON PLANS AND SURVIVAL GUARANTEED FOR NINETY DAYS FROM DATE OF REPLACEMENT. SURVIVAL OF ALL RELOCATED TREES SHALL BE GUARANTEED FOR 1 YEAR AFTER TRANSPLANTING.

2. SODDING SHALL CONSIST OF SITE PREPARATION, FURNISHING AND PLACING SOD, STAPLES AND FERTILIZER AND IRRIGATING AT THE RATES AND MANNER DESCRIBED IN THIS SPECIFICATION FOR THE DESIGNATED AREAS.

3. UNLESS NOTED OTHERWISE ON LANDSCAPE PLANS, SOD SHALL BE ARGENTINE BAHIA GRASS AND SHALL BE 12-INCH BY 12-INCH SQUARES OR OTHER COMMERCIALLY AVAILABLE RECTANGLES. THE SOD SHALL BE SUFFICIENTLY THICK (MINIMUM THICKNESS OF 2 INCHES) TO PROVIDE A DENSE STAND OF LIVE GRASS. THE SOD SHALL HAVE BEEN GROWN ON MINERAL SOIL. SOD SHALL BE LIVE, FRESH, AND UNINJURED AT THE TIME OF PLANTING AND SHALL BE PROTECTED FROM DRYING OUT BY SHADING AND WATERING FROM THE TIME IT IS DUG UNTIL PLANTING.

4. FERTILIZER SHALL BE EITHER IN THE LIQUID OR DRY FORM. FERTILIZER SHALL BE UNIFORM IN COMPOSITION, FREE-FLOWING AND SUITABLE FOR APPLICATION WITH STANDARD EQUIPMENT. THE FERTILIZER SHALL CONFORM TO THE STATE OF FLORIDA FERTILIZER LAWS AND CITY OF PORT ST. LUCIE FERTILIZER LAW IN EFFECT ON THE DATE OF IT BEING PLACED AND SHALL BE DELIVERED IN BAGS, BOTTLES, DRUMS, OR OTHER CONVENIENT CONTAINERS, EACH FULLY LABELED AND BEARING THE NAME, TRADEMARK, ANALYSIS AND WARRANTY OF THE PRODUCT. FERTILIZER SHALL HAVE AN AVAILABLE PLANT FOOD ANALYSIS OF 16-10-10 OR EQUIVALENT PLANT FOOD VALUE AND SHALL BE MIXED WITH THE TOP 3 TO 4 INCHES OF SOIL. FERTILIZER SHALL BE APPLIED AT THE RATE OF 800 POUNDS PER ACRE OR 18 POUNDS PER 1,000 SQ. FT.

5. LIME SHALL BE DOLOMITIC LIMESTONE, AND SHALL BE IN ACCORDANCE WITH RULES AND REGULATIONS OF THE STATE OF FLORIDA FERTILIZER LAWS AND CITY OF PORT ST. LUCIE FERTILIZER LAW IN EFFECT ON THE DATE OF IT BEING PLACED. LIME SHALL BE APPLIED AT THE RATE OF ONE TON PER ACRE OR 45 POUNDS PER 1,000 SQ. FT.

6. STAPLES FOR SOD PLACED ON SIDE SLOPES 3:1 & STEEPER SHALL BE BLACK IRON WIRE NOT SMALLER THAN 14 GAUGE, AND BENT FROM A LENGTH OF WIRE AT LEAST 25 INCHES LONG INTO A 'U' WITH A 1 INCH WIDTH AT THE CROWN. COST OF STAPLES SHALL BE INCIDENTAL TO THE SOD UNIT PRICE.

7. WATER USED FOR IRRIGATION MAY BE OBTAINED FROM ANY APPROVED SOURCE. IT SHALL BE FREE OF EXCESS AND HARMFUL CHEMICALS, ACIDS, ALKALIES, OR ANY SUBSTANCE, WHICH IS HARMFUL TO PLANT GROWTH.

8. WHERE SODDING WILL BE DONE, ALL LOOSE ROCK, WOODY MATERIAL, AND OTHER OBSTRUCTIONS THAT WILL INTERFERE WITH SODDING SHALL BE REMOVED AND THE AREA SHALL BE REASONABLY SMOOTH AND UNIFORM. LIME AND FERTILIZER WILL BE APPLIED IN THE SAME QUANTITY AND MANNER AS SPECIFIED BY THE MANUFACTURER.

9. THE SOD STRIPS SHALL BE LAID IN A STAGGERED PATTERN WITH SNUG EVEN JOINTS. ALL JOINTS SHALL BE BUTTED TIGHT TO PREVENT VOIDS. IMMEDIATELY FOLLOWING SOD PLACEMENT, IT SHALL BE ROLLED OR TAMPED TO INSURE SOLID CONTACT OF ROOT MAT TO SOIL SURFACE. THE SOD SHALL BE SECURELY ANCHORED TO THE SOIL BY PINNING WITH STAPLES OR WOODEN PEGS WHEN PLACED ON SLOPES 3:1 OR STEEPER. COST OF STAPLES AND PEGS SHALL BE INCIDENTAL TO THE SOD UNIT PRICE. PIN OR PEG EACH SEPARATE PIECE OF SOD PLACED OR EVERY 3 FEET ALONG EACH CONTINUOUS STRIP OF SOD.

SOIL EROSION PLAN

1. NO POLLUTION OR EROSION CAUSED BY THIS PROJECT WILL BE ALLOWED IN THE STORMWATER DRAINAGE SYSTEM. THE CONTRACTOR SHALL INSTALL ANY DEVICES NECESSARY TO PREVENT POLLUTION OR EROSION. THE COST OF POLLUTION AND EROSION CONTROL SHALL BE INCIDENTAL TO THE COST OF THE CONSTRUCTION.

2. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL SUBMIT A SITE SPECIFIC SOIL EROSION CONTROL PLAN. IN GENERAL, THE SOIL EROSION CONTROL PLAN SHALL REQUIRE THAT ALL ON-SITE SOILS WILL REMAIN ON-SITE AND WILL NOT ERODE INTO THE ADJACENT ROADSIDE SWALES, ADJACENT PROPERTIES OR RETENTION DITCHES. ALL EXISTING SWALES SHALL REMAIN SODDED DURING CONSTRUCTION. THE CONTRACTOR SHALL SCARIFY ONLY AS NECESSARY TO CONSTRUCT THE PROJECT. THE CONTRACTOR SHALL SCARIFY AREAS TO PLACE VARIOUS PIPE WORK. AFTER PLACEMENT OF THE PIPE, THESE TRENCHES SHALL BE BACKFILLED AND COMPACTED TO 98% MODIFIED PROCTOR AASHTO T-180. PRIOR TO DISCHARGE FROM THE SITE, SILTATION BARRIERS AND HAY BALES SHALL BE UTILIZED AS PER FDOT INDEX 102. THE DRAINAGE WHICH OUTFALLS TO THE RETENTION AREAS SHALL BE STABILIZED AND SODDED IMMEDIATELY UPON COMPLETION OF CONSTRUCTION. ANY DEWATERING OR PUMPING OF WATER INTO THE ROADSIDE SWALES OR RETENTION SWALES SHALL BE STAKED WITH BALED HAY AND SILTATION FENCES AS PER FDOT INDEX 102 TO AVOID FILLING THESE AREAS. UPON COMPLETION OF THE SITE WORK, ALL AREAS SHALL BE SODDED TO AVOID EROSION. CONTRACTOR IS REQUIRED TO COMPLY WITH ALL STATE WATER QUALITY CRITERIA. SPECIFICALLY, NO OFF-SITE DISCHARGES WILL BE ALLOWED WHICH EXCEED THE STATE TURBIDITY CRITERIA.

WATER QUALITY NOTES

1. THE CONTRACTOR MUST MAINTAIN A COPY OF THE LATEST LOCAL WATER MANAGEMENT DISTRICT SURFACE WATER PERMIT, COMPLETE WITH ALL CONDITIONS, ATTACHMENTS, EXHIBITS AND PERMIT MODIFICATIONS IN GOOD CONDITION AT THE CONSTRUCTION SITE. THE COMPLETE PERMIT MUST BE AVAILABLE FOR REVIEW UPON REQUEST BY DISTRICT REPRESENTATIVES. THE CONTRACTOR SHALL REVIEW THE COMPLETE PERMIT PRIOR TO COMMENCEMENT OF THE ACTIVITY AUTHORIZED BY THE PERMIT.

2. ALL ACTIVITIES SHALL BE IMPLEMENTED AS SET FORTH IN THE PLANS, SPECIFICATIONS AND PERFORMANCE CRITERIA AS APPROVED BY LOCAL SURFACE WATER PERMIT. ANY DEVIATION FROM THE PERMITTED ACTIVITY AND THE CONDITIONS FOR UNDERTAKING THAT ACTIVITY SHALL BE CONSIDERED A VIOLATION OF THE PERMIT. PRIOR TO ANY WORK COVERED BY A PERMIT FROM SOUTH FLORIDA WATER MANAGEMENT DISTRICT (SFWMD), A NOTICE OF CONSTRUCTION COMMENCEMENT (FORM 0960) MUST BE SUBMITTED TO SFWMD BY THE PERMITTEE OR AUTHORIZED AGENT.

3. THE LOCAL WATER MANAGEMENT DISTRICT AUTHORIZED STAFF, UPON PROPER IDENTIFICATION, MUST BE GRANTED PERMISSION TO ENTER, INSPECT AND OBSERVE THE SYSTEM TO INSURE CONFORMITY WITH THE PLANS AND SPECIFICATIONS APPROVED BY THE PERMIT.

4. PRIOR TO AND DURING CONSTRUCTION, THE CONTRACTOR SHALL IMPLEMENT AND MAINTAIN ALL EROSION AND SEDIMENT CONTROL MEASURES (BEST MANAGEMENT PRACTICES) REQUIRED TO RETAIN SEDIMENT ON-SITE AND TO PREVENT VIOLATIONS OF STATE WATER QUALITY STANDARDS. ALL PRACTICES MUST BE IN ACCORDANCE WITH THE GUIDELINES AND SPECIFICATIONS IN CHAPTER 6 OF THE FLORIDA LAND DEVELOPMENT MANUAL: A GUIDE TO SOUND LAND AND WATER MANAGEMENT (FLORIDA DEPARTMENT OF ENVIRONMENTAL REGULATIONS 1988), WHICH ARE HEREBY INCORPORATED BY REFERENCE, UNLESS A PROJECT'S SPECIFIC EROSION AND SEDIMENT CONTROL PLAN IS APPROVED AS PART OF THE SFWMD PERMIT, IN WHICH CASE THE PRACTICES MUST BE IN ACCORDANCE WITH THE PLAN. IF SITE'S SPECIFIC CONDITIONS REQUIRE ADDITIONAL MEASURES DURING ANY PHASE OF CONSTRUCTION OR OPERATION TO PREVENT EROSION OR CONTROL SEDIMENT, BEYOND THOSE SPECIFIED IN THE EROSION AND SEDIMENT CONTROL PLAN, THE CONTRACTOR SHALL IMPLEMENT ADDITIONAL BEST MANAGEMENT PRACTICES AS NECESSARY, IN ACCORDANCE WITH THE SPECIFICATIONS IN CHAPTER 6 OF THE FLORIDA LAND DEVELOPMENT MANUAL: A GUIDE TO SOUND LAND AND WATER MANAGEMENT (FLORIDA DEPARTMENT OF ENVIRONMENTAL REGULATION 1988). THE CONTRACTOR SHALL CORRECT ANY EROSION OR SHOALING THAT CAUSES ADVERSE IMPACTS TO THE WATER RESOURCES AT NO ADDITIONAL COST TO OWNER.

5. WITHIN 30 DAYS AFTER COMPLETION OF THE STORMWATER SYSTEM, THE CONTRACTOR MUST ASSIST IN SUBMITTING TO THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT THE FOLLOWING: DISTRICT FORM EN-45 (AS-BUILT CERTIFICATION BY A REGISTERED PROFESSIONAL), SIGNED AND SEALED BY AN APPROPRIATE PROFESSIONAL REGISTERED IN THE STATE OF FLORIDA AND TWO SETS OF AS-BUILT DRAWINGS WHEN: A) REQUIRED BY A SPECIAL CONDITION OF THIS PERMIT; B) THE PROFESSIONAL USES AS-BUILT DRAWINGS TO SUPPORT THE AS-BUILT CERTIFICATION; OR C) WHEN THE COMPLETED SYSTEM SUBSTANTIALLY DIFFERS FROM PERMITTED PLANS. THIS SUBMITTAL WILL SERVE TO NOTIFY THE DISTRICT STAFF THAT THE SYSTEM IS READY FOR INSPECTION AND APPROVAL.

6. STABILIZATION MEASURES SHALL BE INITIATED FOR EROSION AND SEDIMENT CONTROL ON DISTURBED AREAS AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARY OR PERMANENTLY CEASED, BUT IN NO CASE MORE THAN SEVEN (7) DAYS AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS TEMPORARILY OR PERMANENTLY CEASED.

7. THE STORMWATER MANAGEMENT SYSTEM MUST BE COMPLETE IN ACCORDANCE WITH THE PERMITTED PLANS AND PERMIT CONDITIONS PRIOR TO THE INITIATION OF THE PERMITTED USE OF SITE INFRASTRUCTURE. THE SYSTEM MUST BE COMPLETED IN ACCORDANCE WITH THE PERMITTED PLANS AND PERMIT CONDITIONS PRIOR TO TRANSFERRING RESPONSIBILITY FOR OPERATION AND MAINTENANCE OF THE STORMWATER MANAGEMENT SYSTEM TO A RESPONSIBLE ENTITY.

8. IF DEWATERING IS TO OCCUR DURING ANY PHASE OF CONSTRUCTION OR THEREAFTER AND THE SURFACE WATER PUMP(S), WELL(S) OR FACILITIES ARE CAPABLE OF WITHDRAWING ONE MILLION GALLONS OF WATER PER DAY OR MORE OR AN AVERAGE OF 100,000 GALLONS PER DAY OR MORE OVER A YEAR AND ANY DISCHARGE IS TO BE OFF-SITE, THE CONTRACTOR MUST APPLY FOR AND OBTAIN A CONSUMPTIVE USE PERMIT (40C-2) FROM THE SFWMD. CONTRACTOR SHALL NOTIFY ENGINEER IF ADDITIONAL INFORMATION OR APPLICATION MATERIALS ARE NEEDED.

9. WATER QUALITY MONITORING SHALL BE PERFORMED DAILY. SAMPLING SHALL BE PERFORMED IN THE MIDDLE OF ADJACENT CHANNELS MEASURING FOR TURBIDITY, 100 FEET UPSTREAM AND 100 FEET DOWNSTREAM OF DISCHARGES. WHEN TURBIDITY EXCEEDS 29 NTU'S ABOVE BACKGROUND LEVELS AT A SAMPLE POINT 100 FEET UPSTREAM OF DISCHARGES AND / OR 0 NTU'S ABOVE BACKGROUND LEVELS AT A SAMPLE POINT 100 FEET DOWNSTREAM OF DISCHARGES, WORK MUST CEASE AND REMEDIAL MEASURES MUST BE PERFORMED TO RETURN CONDITIONS TO ACCEPTABLE TURBIDITY LEVELS. CONTRACTOR MUST RECEIVE ENGINEER'S APPROVAL PRIOR TO RESTARTING WORK. SAMPLE POINT LOCATIONS ARE IDENTIFIED IN THE SFWMD PERMITS.

10. THE CONTRACTOR SHALL PLACE TURBIDITY BARRIERS AT ALL OUTFALLS PRIOR TO CONSTRUCTION. ALL CUT / FILL WILL BE RELOCATED WITHIN THE EXISTING SITE AND THEREFORE HAULING OF MATERIAL WILL NOT BE REQUIRED, UNLESS APPROVED BY THE OWNER. CONTRACTOR SHALL INSTALL TURBIDITY CONTROL MEASURES PRIOR TO COMMENCEMENT OF CONSTRUCTION, MAINTAIN SAID CONTROLS IN WORKING ORDER THROUGHOUT THE CONSTRUCTION PERIOD, ASSURE THAT TURBID DISCHARGES FROM THE PROJECT TO PROTECTED WATERS AND WETLANDS DO NOT EXCEED LIMITS STATED IN NOTE 9 AND REMOVE SAID CONTROLS AFTER COMPLETION OF CONSTRUCTION.

EARTHWORK AND RELATED OPERATIONS

1. THE CONTRACTOR SHALL PROVIDE A QUALITY CONTROL PLAN FOR MONITORING OF ALL EARTHWORK AND RELATED OPERATIONS. THE QUALITY CONTROL PLAN SHALL INCLUDE AS A MINIMUM, ALL TESTS THAT WILL BE PERFORMED INCLUDING THE PROPOSED TEST FREQUENCIES, ALL MATERIAL SOURCES, THE NAME AND BACKGROUND OF THE PERSON THAT THE CONTRACTOR WILL DESIGNATE AS THE CONTRACTOR'S QUALITY CONTROL MANAGER. THE NAME AND QUALIFICATIONS OF THE TESTING LABORATORY THAT WILL BE PERFORMING QUALITY CONTROL TESTING AND THE NAMES AND QUALIFICATIONS OF THE TESTING LABORATORY PERSONNEL THAT WILL BE PERFORMING THE QUALITY CONTROL TESTING.

2. THE TESTING LABORATORY THAT IS RETAINED TO PERFORM THE CONTRACTOR'S QUALITY CONTROL TESTING MUST BE CERTIFIED BY A RECOGNIZED QUALIFYING AGENCY SUCH AS FDOT, CMEC OR AASHTO FOR THE TYPE OF WORK TO BE PERFORMED.

3. THE QUALITY CONTROL PLAN SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW AND APPROVAL PRIOR TO THE START OF ANY EARTHWORK OR RELATED OPERATION.

4. UTILIZATION OF MATERIALS WITHIN ANY ROADWAY CROSS-SECTION SHALL BE IN ACCORDANCE WITH FDOT ROADWAY AND TRAFFIC DESIGN STANDARDS (LATEST EDITION) UNLESS OTHERWISE SHOWN ON THE PLANS.

5. IF THE EXISTING FILL IS CLASSIFIED AS A-2-4 BASED ON AASHTO M-145 CRITERIA, THE MAXIMUM PERMISSIBLE MOISTURE CONTENT SHALL BE 2 PERCENT ABOVE THE OPTIMUM MOISTURE CONTENT.

COMPACTION

1. WHERE THERE ARE EXISTING STRUCTURES ADJACENT TO THE SITE THAT MAY BE AFFECTED BY THE SELF-PROPELLED STEEL DRUM VIBRATORY EQUIPMENT, DENSIFICATION MUST BE PERFORMED USING EQUIPMENT THAT WILL SATISFY THE REQUIRED DENSIFICATION WITHOUT THE RISK OF DAMAGE TO THE EXISTING STRUCTURE(S).

2. LOADERS AND HEAVY PLATE COMPACTORS ARE TWO TYPES OF EQUIPMENT THAT HAVE BEEN USED SUCCESSFULLY.

3. DENSIFICATION PROCEDURES MUST COMPLY WITH THE CAPABILITY OF THE EQUIPMENT EMPLOYED.

4. WHEN SELF-PROPELLED STEEL DRUM VIBRATORY EQUIPMENT CANNOT BE USED AS SPECIFIED, VIBRATORY PLATE COMPACTORS MAY BE USED. WHEN THIS CONDITION OCCURS, THE OVERALL DENSIFICATION PROCEDURE MUST BE REVISED TO COMPLY WITH THE CAPABILITY OF THE EQUIPMENT EMPLOYED. IN GENERAL, SMALL PLATE COMPACTORS WILL BE EFFECTIVE TO A MAXIMUM DEPTH OF 6 TO 8 INCHES.

SOIL RECOMMENDATION AND REQUIREMENTS

1. STRIPPING AND GRUBBING:
DURING THE GRUBBING OPERATION, ROOTS WITH A DIAMETER GREATER THAN ½ INCH, OR SMALL ROOTS IN A DENSE STATE, SHOULD BE GRUBBED AND COMPLETELY REMOVED.
PROOF-ROLLING THE CLEARED SURFACE IS RECOMMENDED TO LOCATE ANY UNFORESEEN SOFT AREAS OR UNSUITABLE SURFACE OR LOOSE TO LOOSE FINE SAND SOILS WITHIN THE TOP 3 TO 4 FEET, AND TO PREPARE THE EXISTING SURFACE FOR THE ADDITION OF THE FILL SOILS (AS REQUIRED). ONE COVERAGE CONSISTS OF PARALLEL PASSES OF THE VIBRATORY ROLLER TRAVELING AT "WALKING SPEED". EACH PASS SHOULD OVERLAP THE PRECEDING PASS BY 30% TO INSURE COMPLETE COVERAGE. SUBSEQUENT COVERAGES SHOULD BE CONDUCTED IN A DIRECTION PERPENDICULAR TO THE PRECEDING COVERAGE. IN AREAS THAT CONTINUE TO "YIELD" REMOVE ALL DELETERIOUS MATERIAL AND REPLACE WITH A CLEAN, COMPACTED SAND BACKFILL. THE PROOF ROLLING SHOULD PRODUCE A DENSITY EQUIVALENT TO 95% OF THE MODIFIED PROCTOR (ASTM D-1557) MAXIMUM DRY DENSITY VALUE FOR A DEPTH OF 2 FEET IN THE BUILDING AREA. ADDITIONAL PASSES MAY BE REQUIRED IF THESE MINIMUM DENSITY REQUIREMENTS ARE NOT ACHIEVED.

2. FILL REPLACEMENTS:
- WHERE FILL IS TO BE PLACED ON NATURAL GROUND, THE SURFACE MUST FIRST BE PREPARED AS OUTLINED ABOVE. THE FILL AT GRADE SHOULD EXTEND A MINIMUM OF FIVE FEET (5') BEYOND THE STRUCTURE OUTLINE.
- FILL SHOULD BE A UNIFORM FREE DRAINING GRANULAR SOIL (CLEAN SAND) AND BE PLACED IN LAYERS NOT TO EXCEED 12 INCHES LOOSE MEASURE AND COMPACTED AS OUTLINED ABOVE. SUFFICIENT COMPACTIVE EFFORT SHOULD BE APPLIED TO OBTAIN A MINIMUM OF 98% OF THE MODIFIED PROCTOR (ASTM D-1557) MAXIMUM VALUE.

3. EXCAVATION AND BACKFILLING:
- WHERE EXCAVATION AND BACKFILLING ARE REQUIRED, THE SOILS SHOULD BE REMOVED TO THE SPECIFIED DEPARTMENT SUFFICIENT COMPACTIVE EFFORT MUST THEN BE APPLIED TO THE EXCAVATED SURFACE TO OBTAIN A MINIMUM OF 95% OF THE MODIFIED PROCTOR (ASTM D-1557) MAXIMUM VALUE.
BACKFILL SHALL BE UNIFORM FREE DRAINING GRANULAR SOIL (CLEAN SAND) AND BE PLACED IN LAYERS NOT TO EXCEED 15 INCHES LOOSE MEASURE. SUFFICIENT COMPACTIVE EFFORT SHOULD BE APPLIED TO EACH LAYER TO OBTAIN A MINIMUM OF 95% OF THE MODIFIED PROCTOR (ASTM D-1557) MAXIMUM VALUE. THE EXCAVATED SURFACE AND EACH LAYER OF BACKFILL SHOULD BE COMPACTED WITH A SELF-PROPELLED STEEL DRUM VIBRATORY ROLLER HAVING A MINIMUM TOTAL APPLIED FORCE OF 180 TONS.

4. FOOTING EXCAVATION:
SEE SOILS LABORATORY RECOMMENDATIONS.

5. GROUNDWATER:
- HEAVY RAINFALL AND / OR A HIGH WATER TABLE MAY OCCUR BEFORE THE EARTHWORK COMMENCES, OR DURING THE EARTHWORK OPERATION. WHEN THESE CONDITIONS OCCUR AND THE SITE PREPARATION CANNOT BE ACHIEVED AS SPECIFIED, AN EXCAVATION OF THE EXISTING CONDITIONS SHOULD BE CONDUCTED AND THE SPECIFICATIONS REVISED ACCORDINGLY.

6. PAVING AREAS SUITABLE FILL MATERIAL AND THE COMPACTION OF FILL SOILS:
- ALL FILL MATERIAL SHOULD BE FREE OF ORGANIC MATERIALS, SUCH AS ROOTS AND VEGETATION AS A GENERAL GUIDE TO AID THE CONTRACTOR, USE FILLINGS WITH 3 TO 12 PERCENT BY DRY WEIGHT OF MATERIAL PASSING THE U.S. STANDARDS NO. 200 SIEVE SIZE. WITH PROPER MOISTURE CONTROL, THESE SOILS SHOULD DENSIFY USING VIBRATORY COMPACTION METHODS. SOILS WITH MORE THAN 12% PASSING THE NO. 200 SIEVE WILL BE MORE DIFFICULT TO COMPACT.

7. ALL IMPORTED FILL SHALL HAVE RADIUM 226 CONTENT LESS THAN 1.3 PCI PER GRAM.

EXCAVATION FOR STRUCTURES AND PIPES

1. EARTHWORK AND RELATED OPERATIONS PERFORMED ON STRUCTURES AND PIPES SHALL BE CONDUCTED IN ACCORDANCE WITH SECTIONS 125 AND OTHER APPLICABLE SECTIONS OF THE F.D.O.T. STANDARD SPECIFICATIONS FOR ROADWAY AND BRIDGE CONSTRUCTION (LATEST EDITION) UNLESS OTHERWISE SHOWN ON THE PLANS.

2. REMOVAL OF UNSUITABLE, ORGANIC OR PLASTIC MATERIAL SHALL BE PERFORMED AT THE CONTRACTOR'S EXPENSE AND SHALL BE INCIDENTAL TO OTHER WORK.

3. UTILIZATION OF MATERIALS WITHIN THE WORK LIMITS SHALL BE AS DIRECTED BY THE GEOTECHNICAL ENGINEER UNLESS OTHERWISE SHOWN ON THE PLANS.

PIPE AND STRUCTURE BACKFILL

1. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE IF EXCAVATED SOILS MEET THE REQUIREMENTS OF THE PROJECT PLANS AND SPECIFICATIONS RELATIVE TO MATERIAL CLASSIFICATION. PIPE AND STRUCTURE BACKFILL MATERIAL SHALL BE LIMITED TO MATERIAL CLASSIFIED AS A-1, A-3 AND A-2-4 IN ACCORDANCE WITH AASHTO M-145 AND SHALL BE COMPACTED IN ACCORDANCE WITH F.D.O.T. SECTION 125 REQUIREMENTS.

2. IF THE BACKFILL MATERIAL IS CLASSIFIED AS A-2-4 BASED ON AASHTO M-145 CRITERIA, THE MAXIMUM PERMISSIBLE MOISTURE CONTENT SHALL BE 2 PERCENT ABOVE THE OPTIMUM MOISTURE CONTENT.

CLEAN-UP

1. THE CONTRACTOR SHALL MAINTAIN THE JOB SITE IN A NEAT CONDITION AT ALL TIMES AND SHALL RESTORE / REPAIR ALL DRIVEWAYS, SIDEWALKS, UTILITIES, LANDSCAPING, IRRIGATION SYSTEMS, ETC., AFFECTED BY CONSTRUCTION ACTIVITIES.

2. THE CONTRACTOR SHALL REMOVE ALL EXCESS MATERIALS, DEBRIS, EQUIPMENT, ETC., FROM THE JOBSITE IMMEDIATELY AFTER COMPLETION OF CONSTRUCTION OPERATIONS.

3. FOR FURTHER SITE MAINTENANCE REQUIREMENTS THE CONTRACTOR IS REFERRED TO THE "AGREEMENT BETWEEN OWNER AND CONTRACTOR".

4. UNLESS OTHERWISE SPECIFIED OR NOTED: ALL DISTURBED AREAS TO BE RESTORED BY CONTRACTOR TO PRE-CONSTRUCTION CONDITION OR BETTER PRIOR TO ACCEPTANCE BY THE OWNER OR LOCAL APPROVING AUTHORITY.

PAVEMENT MARKING AND SIGNAGE

1. PAVEMENT MARKINGS: THE CONTRACTOR SHALL PROVIDE ALL NECESSARY MATERIALS AND LABOR REQUIRED TO COMPLETE THE PROJECT WORK IN THIS SECTION. MATERIALS AND CONSTRUCTION METHODS FOR APPLYING PAINTED TRAFFIC STRIPES AND MARKINGS, COMPLETE WITH REFLECTIVE GLASS SPHERES, SHALL CONFORM TO THE REQUIREMENTS OF SECTION 710, FDOT SPECIFICATIONS. TRAFFIC PAINT SHALL BE APPLIED IN ALL LOCATIONS SHOWN ON THE PLANS. IN THE EVENT THAT BRICK PAVERS ARE UTILIZED IN AN AREA PLANNED FOR STRIPING, COLORED BRICKS SHALL BE USED IN LIEU OF PAINT.

2. SIGNAGE: THE CONTRACTOR SHALL PROVIDE ALL MATERIALS AND LABOR NEEDED, INCLUDING ALL SUPPORTING ELEMENTS, TO INSTALL SIGNS AT THE LOCATIONS SHOWN ON THE PLANS. MATERIALS AND CONSTRUCTION METHODS SHALL CONFORM TO SECTION 700, FDOT SPECIFICATIONS. STOP SIGNS ARE TO BE HIGH INTENSITY REFERENCE PER FDOT STANDARDS, LOCAL COUNTY/CITY STANDARD AND THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES. IF THE PROJECT IS WITHIN A COMMUNITY DEVELOPMENT DISTRICT (OR THE LIKE) WITH SEPARATE SIGNAGE REQUIREMENTS, SUCH AS ARCHITECTRUAL POSTS OR SIGN BODIES, ETC., IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO BE FAMILIAR WITH THESE REQUIREMENTS AND PROVIDE SIGNS MEETING THESE REQUIREMENTS. AT NO TIME SHALL ANY SIGNS NOT MEET THE SAFETY REQUIREMENTS SET FORTH BY FDOT.

EDC ENGINEERING DESIGN & CONSTRUCTION, INC.
1934 TUCKER COURT
FT. PIERCE, FL 34950
phone: 772-462-2455
fax: 772-462-2454
BOARD OF PROFESSIONAL ENGINEERS
CERTIFICATE OF AUTHORIZATION NUMBER [illegible]

PSL E-101 & E-108 CULVERT REPLACEMENTS

SPECIFICATIONS

PORT ST. LUCIE — FLORIDA

R.J. KENNEDY, P.E.
#56218
1934 TUCKER COURT
FT. PIERCE, FL 34950
phone: 772-462-2455
(DATE)

15-221

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADOPTION BY EDC, INC. SHALL BE WITHOUT LIABILITY TO EDC, INC.

ADDENDUM #4 – E-BID #20160073
PAY ITEM DESCRIPTIONS
E-101 CULVERT REPLACEMENT at MILBURN CIRCLE
April 21, 2016

BID ITEMS:
The governing specifications for this project are the State of Florida Department of Transportation Standard Specifications for Road and Bridge Construction Dated 2015 and FDOT Roadway and Traffic Design Standards Dated 2015. The following information is in addition to the specifications previously referenced and shall be considered the governing condition in the case of conflicting information between specifications, unless otherwise determined by the ENGINEER/OWNER'S PROJECT MANAGER.

101-1A **Mobilization:**

The work specified in this section consists of the preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site, and for the establishment of temporary offices, buildings, safety equipment and first aid supplies, sanitary and other facilities, as required by these Specifications, the special provisions, and State and local laws and regulations. All costs for bonds, permits and any required insurance, and any other pre-construction expense necessary for the start of the work, as well the cost of the removal of the above items, shall be also be included in this Section. This item also includes any costs related to obtaining an NPDES permit if necessary.

At the pre-construction meeting, the CONTRACTOR shall submit a tentative work schedule as well as a list of subcontractors and emergency contact people and phone numbers.

The basis of payment for **Mobilization** shall be paid per LUMP SUM.

101-1B **Pre-Construction Video:**

The contractor shall provide a video log of the project corridor in the pre-construction condition. The video shall log the existing condition of the project limits both within the Right-of-Way work zone and the private properties which are adjacent to the work area. The video shall be used by both the Contractor and CITY as a tool for determining the condition of the project area, both public and private prior to commencement of construction activities.

The basis of payment for **Pre-Construction Video** shall be paid per LUMP SUM.

102-1 **Maintenance of Traffic:**

The bid price for this item shall include, but not be limited to, the requirements of Section 102 Maintenance of Traffic of the Standard Specifications. The maintenance of traffic for this project shall be in accordance with the applicable FDOT index numbers (600 Series) and these documents: The Manual on Uniform Traffic Control Devices for Streets and Highways, U.S. Department of Transportation, and FHWA. These documents shall be followed in the design, application, installation, maintenance and removal. It shall include, but not be

limited to all traffic control devices, warning devices, barriers, temporary reflective markers, temporary pavement markings, dust control, and all other items necessary to protect the public and workmen from hazards within the project limits. CONTRACTOR shall coordinate any type of traffic restrictions with the City of Port St. Lucie Public Works Department. The CONTRACTOR shall notify the appropriate agencies of any road restrictions at least two (2) weeks prior to actual implementation. The CONTRACTOR shall provide access to driveways at all times.

The LUMP SUM amount shall include Maintenance of Traffic for site of construction in this project on Milburn Circle.

At the Pre-Construction Meeting, the CONTRACTOR shall submit a detailed Maintenance of Traffic plan depicting the necessary traffic control devices for the specified detour route. Additionally, the CONTRACTOR shall submit a detailed Maintenance of Traffic plan depicting the necessary traffic control devices for two-way traffic through the work zone.

The basis of payment for **Maintenance of Traffic** shall be paid per LUMP SUM.

104-10-3 **Sediment Barrier:**

The CONTRACTOR shall be required to provide Sediment Barrier in accordance with Section 104 Prevention, Control, and Abatements of Erosion and Water Pollution of the Standard Specifications, and Index 102 of the FDOT Roadway and Traffic Design Standards for this project. The unit cost shall include, but not be limited to the required manpower, equipment, materials, maintenance, and any other items necessary to place the Sediment Barrier as indicated on the plans. All costs for removal of the Sediment Barrier shall also be included in the bid item. Sediment Barrier includes, but is not limited to, synthetic bales, silt fence, and other similar materials shown in the manual. Refer to the manual for examples of appropriate and inappropriate use of materials. Payment is made per length of material, for each location on the project, regardless of whether the materials are new or relocated. The contractor must maintain the sediment barrier, by removing sediment, throughout the installed life of the product. Also included in this item is any maintenance or replacement of the Sediment Barrier for the duration of the project. The CONTRACTOR will be responsible for the periodic replacement of the Sediment Barrier as necessary to meet NPDES discharge requirements at no additional costs to the CITY. No separate payment is made for maintaining the barrier.

The basis of payment for **Sediment Barrier** shall be paid per LINEAR FOOT.

104-11-A **Floating Turbidity Barrier:**

The CONTRACTOR shall be required to provide Floating Turbidity Barrier in accordance with Section 104 Prevention, Control, and Abatements of Erosion and Water Pollution of the Standard Specifications, and Index 103 of the FDOT Roadway and Traffic Design Standards for this project. The unit cost shall include, but is not limited to, the required manpower, equipment, materials, maintenance, and any other items necessary to place the Floating Turbidity Barrier as indicated on the plans. Also included in this item is any maintenance or replacement of the Floating Turbidity Barrier for the duration of the project.

The CONTRACTOR will be responsible for the periodic replacement of the Floating Turbidity Barrier as necessary to meet NPDES discharge requirements at no additional costs to the CITY. All costs for removal of the Floating Turbidity Barrier shall also be included in the bid item. The CONTRACTOR shall submit a sketch or detailed written description of the proposed turbidity and pollution control to be used at the Pre-Construction meeting for approval by the ENGINEER.

The basis of payment for **Floating Turbidity Barrier** shall be paid per LINEAR FOOT.

108-1 **Construction Layout/Record Drawings:**

The bid price for this item shall include, but is not limited to the requirements of Section 100 of the Standard Specifications, as well as all necessary survey work the CONTRACTOR needs to complete the work and prepare four (4) sets of Record Drawings of the completed project showing all variations from the bid plans. This document shall be signed and sealed by a professional surveyor registered to practice in the State of Florida and then submitted to the ENGINEER for approval. The CONTRACTOR shall accurately record the locations and elevations of the pipe work and existing utilities and structures encountered during construction as well as all improvements related to this project.

The basis of payment for **Construction Layout/Record Drawing** shall be paid per LUMP SUM.

120-1 **Regular Excavation:**

The contractor shall provide all excavation required to construct the project in accordance with the requirements of Sections 120 Excavation and Embankment and 125 Excavation for Structures of the Standard Specifications. The unit cost shall include, but not be limited to the required manpower, equipment, materials, and any other items necessary to excavate and place embankment to balance out the site, as indicated on the plans. The unit cost consists of excavation utilization or disposal of all material necessary for the construction of the project unless specifically covered under another item. Earthwork and soils management of materials shall be the sole responsibility of the Contractor.

Excavate materials for clearing and grubbing under Section 110. Compact and dress excavated areas and embankments. Unclassified material displaced by the storm sewer, drainage structure system and utility lines are not included in the earthwork quantities shown on the plans. Excavation of structures shall be in accordance with bid item 110 -1-1A Clearing and Grubbing (Select) and 110-4 Removal of existing driveway pavement, refer to Section 125 of Standard Specifications.

Any excess unsuitable material shall be removed from the site and disposed of by the CONTRACTOR at his expense. The ENGINEER shall make the determination of soil suitability upon request by the CONTRACTOR.

The CONTRACTOR shall maintain all earthwork construction throughout the life of the contract, and shall take all reasonable precautions to prevent loss of material from the roadway due to the action of wind or water. The

CONTRACTOR shall repair at their expense, except otherwise provided herein, any slides, washouts, settlements, subsidence, or other mishap, which may occur prior to final acceptance of the work. Maintenance and protection of earthwork construction shall be in accordance with Section 104 of the Standard Specifications.

The construction plans include cross section sheets that indicate the approximate cut and fill calculations generated by a computer model from template information. This information should be used as a guide for determining the quantity of excavation required to complete the project.

The basis of payment for **Regular Excavation** shall be paid per CUBIC YARD.

120-6 **Embankment:**

The contractor shall provide all embankment required to construct the project in accordance with Index 505 Embankment Utilization. Earthwork and soils management of materials shall be the responsibility of the Contractor. The bid price for this item shall include, but not be limited to, the requirements of Sections 120 Excavation and Embankment and 125 Excavation for Structures of the Standard Specifications. The unit cost shall include, but not be limited to the required manpower, equipment, materials, and any other items necessary to place embankment to balance out the site, as indicated on the plans. Use only suitable excavated materials or authorized borrow materials.

Import Fill Material necessary to construct the project shall consist of clean sands or fragmented limerock, free of organics and other deleterious materials, and containing not more than **twelve (12)** percent passing the No. 200 sieve. Any excess unsuitable material shall be removed from the site and disposed of by the CONTRACTOR at his expense.

The ENGINEER shall make the determination of soil suitability upon request by the CONTRACTOR. Any fill placed by CONTRACTOR not acceptable to the ENGINEER shall be removed and replaced with suitable material at the CONTRACTOR'S expense.

The CONTRACTOR shall maintain all earthwork construction throughout the life of the contract, and shall take all reasonable precautions to prevent loss of material from the roadway due to the action of wind or water. The CONTRACTOR shall repair at their expense, except otherwise provided herein, any slides, washouts, settlements, subsidence, or other mishap, which may occur prior to final acceptance of the work. Maintenance and protection of earthwork construction shall be in accordance with Section 104 of the Standard Specifications.

The construction plans include cross section sheets that indicate the approximate cut and fill calculations generated by a computer model from template information. This information should be used as a guide for determining the quantity of embankment required to complete the project.

The basis of payment for **Embankment** shall be paid per CUBIC YARD.

285-711 **Cemented Coquina (LBR100) (12"):**

Consists of base construction of one of the optional materials shown in the plan

typical sections. The plans will include typical sections specifying only the base group on new construction and complete reconstruction projects, permitting the maximum number of general use options that the contractor can utilize. Note that there are still limitations given in the notes. Also, the designer can still specify base materials, if this is appropriate for the project. The Optional Base item is also use when specifying only one option, such as ABC III. The quantity must include a 4" (0.1 m) overhang, as shown on the typical section for rural projects.

NOTE: The cost of prime or tack coats used between layers of the base are included in the cost of the Optional Base.

Construction Forms & Text: A Contractor's Certification of Quantities will be required when Asphalt Base is used. The pay quantity will be adjusted per the specifications.

The basis of payment for **Optional Base** shall be paid per SQUARE YARD.

334-1-11 **Superpave Asphaltic Concrete (Type SP-12.5)(TRAFFIC A) (2")**

Consists of using SUPERPAVE asphalt mixture design and analysis test equipment and procedures, Gyratory Compactor to better simulate actual pavement loadings (five different traffic levels available) to provide for a better rut-resistant mix design.

DO NOTE USE for Temporary Asphalt. See 102-2 for Special Detour, and 102-3 for Commercial Material for Driveway Maintenance. NOTE: 102-1 MOT, LS for temporary diversions was valid through December 2014; use Special Detour for diversions which require temporary asphalt.

OVERBUILD (Effective January 2016, or sooner when possible): When overbuild is used, detail quantities for both structural layer and overbuild quantities on the Summary of Pavement.

From July 2014 specification, 334-1.4.1 Layer Thickness – Fine Mixes: The allowable layer thicknesses for fine Type SP Asphalt Concrete mixtures are as follows:

Type SP-9.5..... 1 to 1-1/2 inches
Type SP-12.5..... 1-1/2 to 2-1/2 inches
Type SP-19.0..... 2 to 3-1/2 inches

Estimated quantities should be as follows:

For 1" thickness 110 lb/yd2
1.5" thickness, 165 lb/yd2
2" thickness, 220 lb/yd2
2.5" thickness, 275 lb/yd2
3" thickness, 330 lb/yd2

DO NOT ADD contingency quantities or temporary asphalt to the design plan quantity.

CONSTRUCTION: Pay quantities will be based on actual maximum specific gravity of the mix being used, as well as overbuild and pay factors shown in the specification.

Safety Edge is currently under review with selected projects. It is to be used only when approved in accordance with State Roadway Design Office guidelines. For approved projects, calculate the additional asphalt required for the safety edge, and include the quantities with Superpave Asphalt (surface course), per ton. Plan Details will be required, in accordance with the developmental specifications.

The basis of payment for **Superpave Asphaltic Concrete** shall be paid per TON.

400-2-2 **Class I Concrete, Endwalls:**

The bid price for this item shall include, but not be limited to, the requirements of Section 400 Concrete Structures of the Standard Specifications. All the manpower, equipment, material, and another items necessary to perform this task shall also be included. The endwalls shall be in accordance with FDOT Index No. 289 & 291.

The area of excavation shall be maintained in a dry condition, at all times, by the use of an adequate dewatering system. Compensation for dewatering shall be paid for under bid item 455-1A, Dewatering for Construction Operations.

If the COTNRACTOR chooses to use the cast-in place method than a mix design must be submitted and approved by the ENGINEER/OWNER'S PROJECT MANAGER one week prior to the placement of concrete. Also, a concrete curing plan must be submitted for approval by the ENGINEER/OWNER'S PROJECT MANAGER prior to any placement of concrete. If this method is used there will be no backfilling around the structure until seventy-percent (70%) strength of the approved mix design has been obtained.

The cost of excavation, backfilling, and disposal of surplus / deleterious material shall be included in this bid item. The backfill material necessary to facilitate the endwall installation shall meet the requirements as stated in Item No. 120-6 Embankment.

The basis of payment for **Class I Concrete, Collar** shall be paid per CUBIC YARD.

160-4 **12" Type B Stabilized Subgrade:**

For stabilized subgrade, the CONTRACTOR may choose the type of material, Commercial or Local.

When the stabilizing is designated as Type B, the ENGINEER will determine compliance with the bearing value requirements by the Limerock Bearing Ratio (LBR) Method. If approved by the ENGINEER and only for materials requiring an LBR value of 40, the ENGINEER may omit Sections 6.0 and 6.1 of Florida Method of Test for Limerock Bearing Ratio (FM 5-515) and perform an Unsoaked LBR Test. The ENGINEER or the CONTRACTOR may request to use this method. If the Unsoaked LBR Test results in a failing test, then the ENGINEER will perform a standard Soaked LBR Test. When the stabilizing is designated as Type C, the ENGINEER will determine compliance by the Florida Soil Bearing Test.

The CONTRACTOR is responsible to make the finished roadbed section meet the bearing value requirements, regardless of the quantity of stabilizing materials necessary to be added. Also, the CITY will make full payment for any areas where the existing subgrade materials meet the design bearing value requirements without the addition of stabilizing additives, as well as areas where the CONTRACTOR may elect to place select high-bearing materials from other sources within the limits of the stabilizing.

After substantially completing the roadbed grading operations, determine the type and quantity (if any) of stabilizing material necessary for compliance with the bearing value requirements. Notify the ENGINEER of the approximate quantity to be added. Obtain the ENGINEER'S approval for spreading and mixing-in of such quantity of materials to achieve uniformity and effectiveness.

The ENGINEER may allow, at no additional cost to the CITY, the substitution of 6 inches [150 mm] of Granular Subbase meeting the requirements of Section 290, when 12 inches [300 mm] of Type B Stabilization requiring an LBR value of 40 is specified.

The basis of payment for **12" Type B Stabilized Subgrade** shall be paid per SQUARE YARD.

410-70 **Pre-Cast Concrete Box Culvert (10'X3'):**

Intended for 4-sided precast box culverts. Show schematically in the plans. Pay for headwall concrete wing walls under separate items. When a CIP 4-sided box culvert, Standard Index 292 is called for in the plans, Item 410-AAB should not be used. Show locations in plans w/ quantity block. Include pay item note in clarify payment of culvert, head wall and wing walls.

The basis of payment for **Pre-Cast Concrete Box Culvert** shall be paid per LINEAR FEET.

430-175-118 **Pipe Culvert (HPDE) (Round) (18"):**

The bid price for this item shall include, but not be limited to, the requirements of Section 430 Pipe Culverts of the FDOT Specifications. The unit cost shall include all materials, manpower and equipment required for installation of drainage pipe and end sections at the locations called for in the plans. During construction of inlets specified in plans, excavate and backfill as specified in Section 125 of the FDOT Specifications. All pipe to drainage structure connections shall be wrapped with filter fabric per FDOT Standard Index No. 201. All pipe joints shall be overlapped with filter fabric per FDOT Index No. 280 in addition to the Manufacturer's gasket recommendations. Cost is to be included in this bid item. The use of rock as pipe bedding shall only be permitted as directed in writing by the ENGINEER. The soil beneath all pipes, unless left undisturbed, shall be compacted to a density not less than 95 percent of the maximum density as determined by AASHTO T-180 for a minimum depth of one (1) foot below the bottom of the excavation. Fiber reinforced pipe shall NOT qualify for use on this project.

The area of excavation shall be dry at all times. Payment for insuring a dry construction zone shall be paid for under the LUMP SUM Pay Item No. 455-1A, Dewatering for Construction Operations. All material required to provide

suitable backfill for the placement of the pipe culvert shall be paid for under the LUMP Sum pay Item No. 120-1 Regular Excavation/Embankment.

The basis of payment for **Pipe Culvert (HDPE) (Round) (18")** shall be paid per LINEAR FOOT.

430-982-125 **Mitered End Section (Optional Round) (18" CD):**

Includes all pipe, grates (when required), fasteners, reinforcement, connectors, anchors, concrete, sealants, jackets, coupling bands, and all work required to install the mitered end section. Show shape and size on the contract plans. Refer to Index 273 for valid sizes. Use equivalent round pipe size for payment.

NOTE from Design Standard: Payment for each MES is based on each independent pipe end. (For example, on a double pipe cross drain, a quantity of 2 MES per end.)

Sodding is pad separately under Performance Turf – Sod, per SY.

The basis of payment for **Mitered End Section (Optional Round) (18" CD)** shall be paid per EACH.

530-3-4 **Rip Rap, Rubble, F&I, Ditch Lining:**

The bid price for this item shall include, but not be limited to, the requirements of Section 530 Riprap of the FDOT Standard Specifications. CONTRACTOR to provide sound, hard, durable ruble, free of open or incipient cracks, soft seams, or other structural defects, consisting of broken stone with a bulk specific gravity of at least 2.30 and minimum weight of 140 PCF.. Ensure that stones are rough and angular per Section 530-2.2.2 and installed in accordance with Section 530-3.2 FDOT Standard Specifications. Rock Rubble layer shall be a minimum perpendicular thickness of 18' inches and placed in a manner as to produce a reasonable well graded mass of stone with minimum voids.

The filter fabric shall meet the requirements of FDOT Index No. 199 for D-2 geotextile.

Fill material shall consist of USCS soil Type SP of SP-SM with no more then 12% fines, benched in compacted 18-inch maximum lifts, and keyed into undisturbed native bank soils. Canal banks and bottoms must be thoroughly cleared of vegetation, soft sediment, muck, ETC. and inspected prior to placement of clean fill sand layer.

CONTRACTOR to provide bedding stone of either a durable quality limestone or other quarry run stone, with a bulk specific gravity of not less than 1.90 and that is reasonable free from thin, flat and elongated pieces. Ensure that the bedding stone is also reasonably free from organic matter and soft, friable particles.

Price and payment will be full compensation for all work specified in Section 530-3.2, including all materials, labor, hauling, excavation, and backfill. CONTRACTOR to include the cost of dressing and shaping the existing fills (or subgrade) for placing riprap rubble, and required fill material in the Contract unit price for Rip-Rap, Rubble, F&I, Ditch Lining as detailed on the Construction Plans.

The basis of payment for **Rip Rap, Rubble, F&I, Bedding Stone, Ditch Lining** shall be paid per TON.

570-1-2 **Performance Turf, Sod:**

The bid price for this item shall include, but not be limited to, the requirements of Section 570 Performance Turf of the FDOT Specifications. Establish a growing, healthy turf over all areas designated on the plans. Sod shall be like kind or as directed by the ENGINEER. The CONTRACTOR shall sod and restore all areas disturbed by construction to a condition equal to, or better than that now existing. Also included in this item is any fertilizer, water, and mowing needed to maintain the turf area until final acceptance of all contract work. The CONTRACTOR will be responsible for repairing all washed-out and eroded areas and watering of the sod until such time as the project is accepted. Water for sod shall be provided in accordance with Section 983 of the FDOT Specifications at no additional cost to the CITY. All disturbed areas shall be covered with a good stand of grass prior upon acceptance by the City of Port St. Lucie Public Works Department.

The basis of payment for **Performance Turf, Sod** shall be paid per SQUARE YARD.

1000-06 **Utility Work (Water):**

Coordinate the use of this item with PSLUSD. This is a LS project pay item. Payment covers all work and materials for the entire utility project number. (Note: The Roadway project(s) may be either LS or standard pay items. Each utility project number may be either LS or standard pay items.)

Additional guidance: As with roadway projects, Utility LS projects should only be considered when the work to be completed (including known quantities) is clearly defined in the plans. LS projects should not be considered for unknown conditions.

For Plan Detail/Tech Spec items: The Designer should ensure that the description, materials, construction/installation requirements, method of measurement and basis of payment are available in the contract documents to clearly define the work to be completed for payment under this item.

The basis of payment for **Utility Work (Water)** shall be paid per Lump Sum.

E-Bid Opening
E-BID #20160073
E-101 Culvert Replacement at Milburn Circle
April 27, 2016 @ 11:00 am

	Name (Please PRINT legibly)	Company Name	E-Mail Address	Telephone # & FAX #
1.	Victor Lopez	Mel Bush Const.	victor@mbc-inc.com	T 336 0623
				F
2.	Kevin Bush	Southern Underground	southern Underground inc.com	T 418-0903
				F
3.	BRYAN H. CRAIN	BGC	Bcrain@blue Goose Construction .com	T 772-332-7139
				F
4.	Colt Schwerdt	PSL	cschwerdt@cityofpsl.com	T 772-871-7644
				F
5.	Robyn Holder	City of PSL. PMD		T 344-4293
				F
6.				T
				F
7.				T
				F
8.				T

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 13B
Meeting Date: 5/23/16

TO: Mayor and City Council

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

FROM: Cheryl Shanaberger- Director-Procurement Management Department

Agenda Item: Motion: E-RFP # 20160101 – Construction Engineering Inspection Services for Del Rio Blvd. Sidewalk Construction Project

Submittal Date: 5/12/2016

STRATEGIC PLAN LINK: Vision 2030, Principle G, Convenient Mobility Options, "Sidewalks, bike paths/lanes and walkways connecting the City and neighborhoods"

BACKGROUND: Since 2006 the City has prioritized the design and construction of sidewalks citywide. The original areas were in proximity of schools, especially elementary schools to provide a safe route to school for children. Del Rio Boulevard is on the grant sidewalk list that was approved by City Council. The City of Port St. Lucie (City) require Professional Construction Engineering Inspection Services (CEI) and Geotechnical Services (GEO) for the sidewalk construction project for Del Rio Boulevard. The project includes all inspections associated with the installation of a 6-foot wide concrete sidewalk on the east and north sides of Del Rio Blvd. from Port St. Lucie Blvd. to the western most California Blvd. A Request for Proposal was advertised for professional services via Demandstar on April 4, 2016, with a proposal due date of April 26, 2016. During the advertisement period, nine hundred and forty-four (944) suppliers were notified, sixteen (16) of those downloaded plans and five (5) submitted proposals. On May 5, 2016, the Procurement Department held a public meeting where the committee members met to review and discuss their individual scores. After a brief discussion regarding the points, the committee members chose to keep their individual scores as the group scores. The committee voted to conduct interviews with the three (3) top scored firms-Culpepper & Terpening, Inc., Milestone Construction Group, Inc., and

American Consulting Professionals, LLC. The evaluation committee held questions and answers with these three (3) firms on May 6, 2016 starting at 1:00 p.m.

ANALYSIS: The Question and Answer discussion was based on three (3) questions and scored on a point scale of 0-5 for each question. The committee scored and ranked the firms as follows: (1) Culpepper & Terpening, Inc. – 40, (2) American Consulting Professionals, LLC -39, and (3) Milestone Construction Group, Inc. - 35. The committee stated that the detailed responses provided by Culpepper & Terpening Inc. and their overall knowledge of this project gave them an edge over the other firms.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: Reviewed by Ella Gilbert on 5/5/16 and approved as to form.

STAFF RECOMMENDATION: Approve firms shortlisted by the evaluation committee as follows: # (1) Culpepper & Terpening Inc., (2) American Consulting Professionals, LLC, (3) Milestone Construction Group, Inc. and start negotiation with Culpepper & Terpening Inc., as the # 1 scored and ranked firm. If City personnel are unable to negotiate a contract with the # 1 firm, approve to continue the process and negotiate with the next ranked firm until an acceptable agreement is reached.

SPECIAL CONSIDERATION: N/A

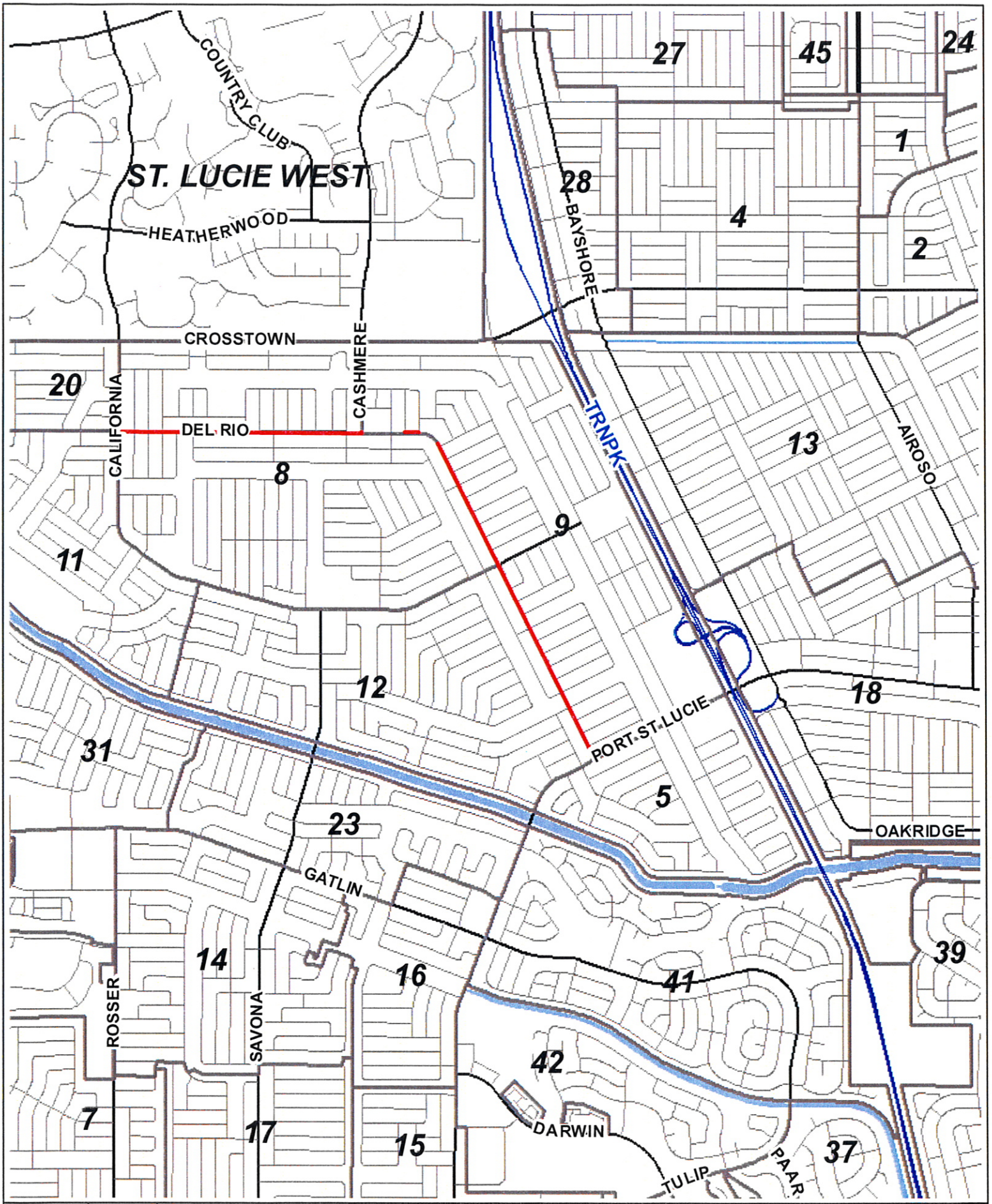
PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 5/23/2016

LOCATION OF PROJECT: The project is located on Del Rio Blvd. starting at Port St. Lucie Blvd. to the western most California Blvd.

ATTACHMENTS: Project Location Map, (Audio from both meetings included in cd format), Evaluation and Q&A Individual/Group Score Totals, copies of winning firm Bid response, Solicitation request, Notice, RFP documents, Bid Opening Sheet, Bid Tab, Bid Details, Evaluation & Q&A Attendance sheets, Evaluation Guidelines, Participation Agreements, Individual Evaluator Scores, Unsuccessful firms' Bid responses

*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.



Del Rio Blvd Sidewalk

Scale: 0 0.2 0.4 0.8 mi

Map produced by the City of Port St Lucie City Council Map Generator Website on: 8/5/2015

20160101 CEi Del Rio

COMMITTEE SCORES Q and A

American Consulting Professionals, LLC	DG	EM	JA	Total
1. Describe your firm's process for identifying and limiting contractor quantity overruns on a construction project?	4	5	4	
2. How will your firm ensure that the contractor provides and maintains adequate Maintenance of Traffic facilities which safeguards the safety of the traveling public as well as nearby residents?	4	5	4	
3. What is your firm's method and evaluation process for addressing field adjustments?	4	5	4	
Total	12	15	12	**39**
Ranking				

Milestone Construction Group, Inc.	DG	EM	JA	Total
1. Describe your firm's process for identifying and limiting contractor quantity overruns on a construction project?	5	3	4	
2. How will your firm ensure that the contractor provides and maintains adequate Maintenance of Traffic facilities which safeguards the safety of the traveling public as well as nearby residents?	4	3	5	
3. What is your firm's method and evaluation process for addressing field adjustments?	4	3	4	
Total	13	9	13	**35**
Ranking				

Culpepper & Terperning Inc.	DG	EM	JA	Total
1. Describe your firm's process for identifying and limiting contractor quantity overruns on a construction project?	5	4	4	
2. How will your firm ensure that the contractor provides and maintains adequate Maintenance of Traffic facilities which safeguards the safety of the traveling public as well as nearby residents?	5	5	4	
3. What is your firm's method and evaluation process for addressing field adjustments?	4	4	5	
Total	14	13	13	**40**
Ranking				

	Scores			
American Consulting Professionals, LLC		39		
Milestone Construction Group, Inc.		35		
Culpepper & Terperning Inc.		40		

20160101 CEi Del Rio Services
INDIVIDUAL COMMITEE SCORES

A E Engineering Inc.		DG		EM		JA		Total
Criterion	WTG							
A. Assigned Staff **(Ques 3)**	7	2	14	4	28	3	21	
B. Firm Experience **(Ques 2 & 4)**	7	3	21	4	28	3	21	
C. Understanding Project **(Ques 5 & 6)**	6	0	0	4	24	3	18	
Total			35		80		60	175
Ranking			**4**		1		4	
American Consulting Professionals, LLC		DG		EM		JA		
Criterion	WTG							
A. Assigned Staff **(Ques 3)**	7	4	28	4	28	3	21	
B. Firm Experience **(Ques 2 & 4)**	7	4	28	4	28	3	21	
C. Understanding Project **(Ques 5 & 6)**	6	4	24	4	24	4	24	
Total			80		80		66	226
Ranking			**2**		**1**		**3**	
Culpepper & Terpening Inc.		DG		EM		JA		
Criterion	WTG							
A. Assigned Staff **(Ques 3)**	7	5	35	4	28	4	28	
B. Firm Experience **(Ques 2 & 4)**	7	5	35	4	28	5	35	
C. Understanding Project **(Ques 5 & 6)**	6	5	30	4	24	5	30	
Total			100		80		93	273
Ranking			**1**		**1**		**1**	
Knight, McGuire & Associates, Inc.		DG		EM		JA		
Criterion	WTG							
A. Assigned Staff **(Ques 3)**	7	2	14	4	28	3	21	
B. Firm Experience **(Ques 2 & 4)**	7	3	21	3	21	2	14	
C. Understanding Project **(Ques 5 & 6)**	6	1	6	3	18	3	18	
Total			41		67		53	161
Ranking			**3**		2		5	
Milestone Construction Group, Inc.		DG		EM		JA		
Criterion	WTG							
A. Assigned Staff **(Ques 3)**	7	4	28	4	28	4	28	
B. Firm Experience **(Ques 2 & 4)**	7	4	28	4	28	5	35	
C. Understanding Project **(Ques 5 & 6)**	6	4	24	4	24	4	24	
Total			80		80		87	247
Ranking			2		**1**		2	

Firms	DG		EM		JA		**Overall**
	Total	**Rank**	**Total**	**Ran**	**Total**	**Rank**	**Total**
A E Engineering Inc.	175	**4**		1		4	175
American Consulting Professionals, LLC	**226**	**2**		**1**		**3**	**226**
Culpepper & Terpening Inc.	**273**	**1**		**1**		**1**	**273**
Knight, McGuire & Associates, Inc.	161	**3**		2		5	161
Milestone Construction Group, Inc.	**247**	**2**		**1**		**2**	**247**

20160101 CEi Del Rio Services
INDIVIDUAL COMMITEE SCORES

The committee voted to maintian the individual scores as the group scores.
The Committee selected the following firms for Q & A on May 6.
American Consulting Professionals, LLC., at 1:00 P.M.
Milestone Construction Group, Inc., at 1:30 P.M.
Culpepper & Terpening Inc., at 2:00 P.M.

Notice # 1
RFP # 20160101
Notice Date: May 5, 2016

RFP Name: CEI for Del Rio Blvd. Sidewalk Project

The evaluation committee met May 5, 2016 at 8:30 and selected the following firms and time schedule for the Question and Answer session on May 6, 2016.

American Consulting Professionals, LLC	1:00 P.M.
Milestone Construction Group, Inc.	1:30 P.M.
Culpepper & Terpening Inc.	2:00 P.M.

The sessions will be held in the OMB Conference Room #390, located in Building A, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984.

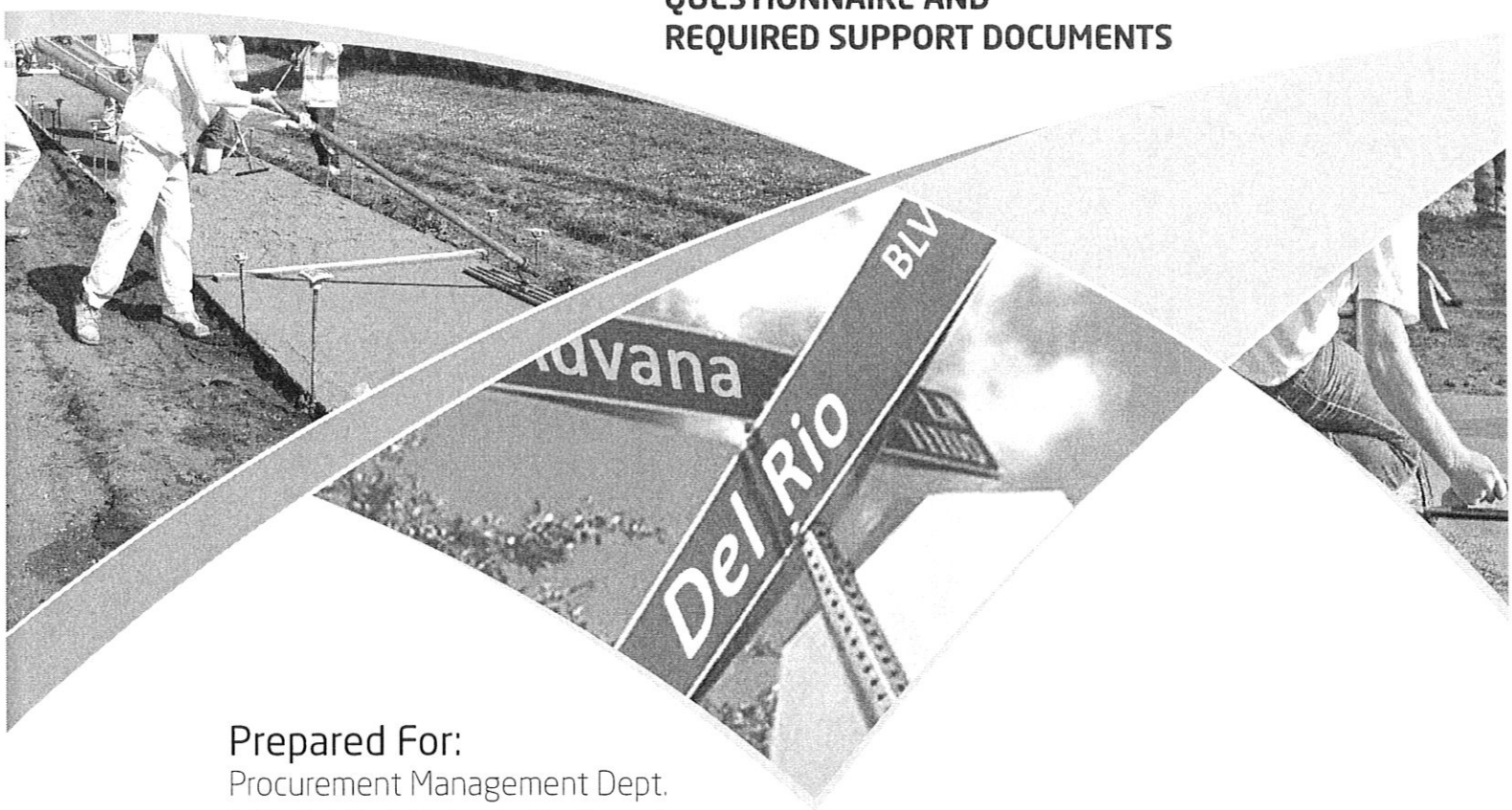
The session format shall be 15 minutes for the questions and 5 minutes for additional discussion. A Public Meeting will commence at the conclusion of the final session for the committee to select the firm for the award recommendation to City Council.

"A City for All Ages"

CITY OF PORT ST. LUCIE
CONSTRUCTION ENGINEERING AND INSPECTION (CEI) FOR DEL RIO BLVD. SIDEWALK CONSTRUCTION

Sealed Electronic Proposal #2016-0101 (E-RFP)

FILE #1
QUESTIONNAIRE AND
REQUIRED SUPPORT DOCUMENTS



Prepared For:
Procurement Management Dept.
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099

Prepared By:
CULPEPPER & TERPENING, INC
Consulting Engineering | Land Surveyors

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS

April 26, 2016 | 2:00 pm CT File No. 16-037

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS

VIA: E Bid | CT Project No.: 16-037
Sender's Email: MDimitriou@ct-eng.com

April 26, 2016

Ms. Cheryl Shanaberger
Procurement Management Department
City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984

RE: Construction Engineering and Inspection (CEI) for Del Rio Blvd. Sidewalk Construction City of Port St. Lucie Contract # 2016-0101

Dear Ms. Shanaberger:

On behalf of Culpepper & Terpening, Inc., I am pleased to present to you our sealed electronic submittal of the completed Questionnaire for **Construction Engineering and Inspection (CEI) for Del Rio Blvd. Sidewalk Construction, City of Port St. Lucie Contract # 2016-0101**. For over 20 years, Culpepper & Terpening, Inc. (C&T), has had the privilege of providing (CEI) services to the City of Port St. Lucie on a countless number of projects, large and small, and we look forward to the opportunity to continue to provide those services.

Culpepper and Terpening (C&T), has been privileged to be selected under the City's *Continuing Services Contract for CEI Services* to do the construction inspection services for Segment#1 of the Del Rio Boulevard Sidewalk, from SW McKenzie Street to west of SW California Blvd (City funded). Since the construction of these two projects will be taking place on nearly simultaneous schedules, we believe that the City's selection of **C&T to provide CEI services for Segment#2 of the Del Rio Boulevard Sidewalk** from west of SW California Blvd. to SW Port St. Lucie Boulevard (LAP funded) **will result in significant cost savings to the City based on our familiarity with the project; efficiencies in the use of our experienced staffing resources; a reduction in over lapping inspection hours and associated costs along with maintaining consistent and overall project continuity.**

These fundamental efficiencies are only possible because of C&T's extensive expertise in working with the City on administratively complex projects where full separation of work activities and billing assignments is critical for post project auditing purposes. Our proven ability to work with City Project Managers to address and minimize change orders, reduce unnecessary scope and focus on keeping the contractor on schedule and will free up project budget to used for some of the overlooked items identified later in this response. C&T is clearly the "Best Positioned" to provide complete CEI Services for the Del Rio Boulevard Sidewalk (Segment #2) Project.

CULPEPPER & TERPENING, INC

CONSULTING ENGINEERS | LAND SURVEYORS

At Culpepper and Terpening, we take pride in our expertise and attention to detail in providing our clients with a thorough examination of all project plans and specifications prior to and during construction in order to identify any quality control or project savings issues. We are locally headquartered here in St. Lucie County with all of our employees living in the City of Port St. Lucie, St. Lucie County or northern Martin County area. As a full service firm, we provide in-house survey and project management expertise with cross-trained personal available for all CEI projects. All of our employees are full time employees, not contract or 1099 hires.

On behalf of our experienced project team, we look forward to the working with the City on this critical community project. As always, should you have any questions, please feel free to contact me at (772) 464-3537.

Sincerely,

CULPEPPER & TERPENING, INC.

Marcelo Dimitriou, PE
CEI Director

Table of Contents

File #1	QUESTIONNAIRE AND REQUIRED SUPPORT DOCUMENTS	PAGE NUMBER
1.	Firm's office address and contact person for this project	6
2.	Number of years your firm has been in business performing this service	6
3.	List all proposed personnel assigned to this project	7
4.	CEI projects awarded by other government agencies in the past 24 months	10
5.	Outline understanding of the project/challenges and/or issues specific to this project	11
6.	Outline procedures utilized to interface, document, and resolve complaints	13
7	Addendum Acknowledgment	14
8.	Form W-9	16
9.	Certificate of Insurance	17
10a.	Licenses	19
10b.	Sub-Consultant - Licenses	28
11.	Drug Free Certification	29
12.	E-Verify Form	31
13.	Certificate Regarding Lobbying	32
14.	Certificate Regarding Debarment	34
15.	Non-Collusion Declaration	35
16.	Check List	40

File #2	SF 330 DOCUMENTS	PAGE NUMBER
1	PART I - Contract-Specific Qualifications	44
2	PART II - General Qualifications	67

PART A
QUESTIONNAIRE

E-RFP #2016-0101
CEI FOR DEL RIO BLVD. SIDEWALK CONSTRUCTION

It is understood and agreed that the following information is to be used by the City of Port St. Lucie to determine the qualifications of personnel and firm as presented in this document. The Proposer waives any claim against the City that might arise with respect to any decision concerning the qualifications of the Proposer or the personnel of the Proposer.

The undersigned attests to the truth and accuracy of all statements made on this questionnaire. Also, the undersigned hereby authorizes any public official, Engineer, Surety, bank material or equipment manufacturer or distributor, or any person, firm or corporation to furnish the City of Port St. Lucie any pertinent information requested by the City deemed necessary to verify the information on this questionnaire.

Dated this 26th day of April, 2016

Culpepper & Terpening, Inc.

Name of Organization / Proposer

1. Firm's office address, telephone, fax number, e-mail address and contact person for this project.

The primary office for this project will be:

Culpepper & Terpening, Inc.
2980 S. 25th Street
Ft. Pierce, FL 34981

(772) 464-3537
(772) 464-9497
bterpening@ct-eng.com

Contact staff for this project will be (in order of priority) found in the table below.

Staff Name	Title	Contact Number	e-mail
PRIMARY CONTACTS:			
James P. Terpening, PE	President	772-464-3537 (office)	Bterpening@ct-eng.com

2. Number of years your firm has been in business performing this service.?

38

3. List all proposed personnel assigned to this project, (including all subconsultants) to include title, certifications, and years of experience relevant to this project scope. (CEI & GEO).

COMPANY NAME: **Culpepper and Terpening, Inc.**

Firm Staff/ Geotechnical Staff/ Subconsultants	Title	Yrs. of Exp.	Type of License	Type of Certification	Other
James P. Terpening, PE	Principal	39	Professional Engineer: State of Florida Registration No.: 24276	• LAP Training, EEO, DBE & Payroll; • Building Information Modeling (BIM)	
Marcelo Dimitriou, PE	Director of CEI Division Sr. CEI Project Engineer	28	Professional Engineer: State of Florida Registration No.: 59005 State of Massachusetts Registration No.: 38742	• Advanced Maintenance of Traffic Cert. • CTQP QC Manager • CTQP Asphalt Paving Inspection Lvl's 1 & 2 • Erosion Control and Stormwater Mgt. • Jessica Lunsford – Level 2 Certified	• Parsons Project Management Training • Site Manager Training • Claims & Changes (Bechtel) • Caissons (Bechtel) • Soil Stabilization (Bechtel) • Support of Excavation (Bechtel)
Chris Frederick Culpepper and Terpening, Inc.	Sr. Inspector	22		• CTQP Asphalt Paving Level 1 & 2 • CTQP Earthwork Construction Inspection Level 1 & 2 • ACI Concrete Field Testing Technician Lvl 1 • ACI Concrete Transportation Inspector Level 2 • FDOT Concrete Field Inspector • CTQP Final Estimates Level 1 • IMSA Traffic Signal Inspector Level I • Troxler Nuclear Density Certification • Hazmat • NPDES Stormwater • Intermediate MOT • Critical Construction Issues • MSE Wall Inspection • FDOT Structures Inspection Level 1 & 2 • FDOT Plan Reading • OSHA 30 Hour Safety Training • Jessica Lunsford – Level 2 Certified	

3. List all proposed personnel assigned to this project, (including all subconsultants) to include title, certifications, and years of experience relevant to this project scope. (CEI & GEO).

COMPANY NAME: **Culpepper and Terpening, Inc.**

Firm Staff/ Geotechnical Staff/ Subconsultants	Title	Yrs. of Exp.	Type of License	Type of Certification	Other
Fred Jones Culpepper and Terpening, Inc.	Sr. Inspector (back-up inspector)	34		• CTQP Asphalt Paving Level 1 & 2 • CTQP Earthwork Construction Inspection Level 1 & 2 • ACI Concrete Field Testing Technician Lvl 1 • FDOT Concrete Field Inspector • CTQP Final Estimates Level 1 • CTQP Drilled Shaft Installation • CTQP Pile Driving • Troxler Nuclear Density Certification • Hazmat • NPDES Stormwater • Intermediate MOT • Critical Construction Issues • MSE Wall Inspection • FDOT Structures Inspection Level 1 & 2 • FDOT Plan Reading • OSHA 30 Hour Safety Training • Jessica Lunsford - Level 2 Certified	
Terri Gorman Culpepper and Terpening, Inc.	Admin Assist./ CEI Compliance Specialist	11	N/A	• EEO, DBE & Payroll Compliance on LAP and other FDOT project	
Thomas P. Kiernan, PSM Culpepper and Terpening, Inc.	Senior Land Surveyor	28	Professional Surveyor and Mapper; State of Florida Reg. No.: 6199	• FDOT Certified Maintenance of Traffic • FDOT GPS Network Analysis FDOT Certified in Survey Groups 8.1; 8.2 and 8.4.	

3. List all proposed personnel assigned to this project, (including all subconsultants) to include title, certifications, and years of experience relevant to this project scope. (CEI & GEO).

COMPANY NAME: **Culpepper and Terpening, Inc.**

Firm Staff/ Geotechnical Staff/ Subconsultants	Title	Yrs. of Exp.	Type of License	Type of Certification	Other
Stefan K. Matthes, PE Culpepper and Terpening, Inc.	Project Engineer (Sr. Vice President)	34	Professional Engineer: State of Florida Registration No.: 38723	• LAP Training, EEO, DBE & Payroll; • FDOT Adv.Work Zone Traffic Control Certified; • DPFA certified (Design Pedestrian Facilities for Accessibility) 2015 • FDOT ADA Roadway Design Course, 2103 (Roundabout Design)	
Dan Zrallack, PE Ardaman & Associates:	Senior Engineer	18	FL Prof. Eng. License No. 63911		
Tom Cahill Ardaman & Associates:	Senior Engineering Technician	9		• ACI Field Testing technician Level 1 • Nuclear Gauge Safety Training	

4. List the CEI projects awarded by other government agencies to your firm in the past 24 months that were similar to the size and scope of this project.

Project	Date of Award	Responsibility	Is Work Completed	Amount of Contract
Del Rio Blvd (Segment 1)	Spring 2016	CEI and Project Support	No	award pending
Darwin Blvd Sidewalk	Spring 2015	CEI and Project Support	Yes	104,000
SR 76 And I-95 - Roadway	Spring 2015	CEI and Project Support	No	300,000
North 2nd Street (FtP) Reconstruction	Fall 2014	CEI and Project Support	No	465,000
West Midway Road - Roadway	Spring 2014	CEI and Project Support	No	1,750,000
Tom Hooper Park - Drainage Improvements	Spring 2014	CEI and Project Support	Yes	5,000
Misc. Sidewalk Locations - City of PSL	Summer 2014	CEI and Project Support	Yes	170,000
Mariposa Sidewalk (Ph III)	Winter 2014	CEI and Project Support	Yes	71,500
City of Stuart - Water System Replacement - (Multi-Phase) - Utility Install	Fall 2014	CEI and Project Support	No	150,000
City of Stuart - Sewer System Replacement/ Expansion (Multi-Phase) - Utility Install	Fall 2013	CEI and Project Support	No	300,000
				3,315,500

5. Outline your understanding of the project and discuss any potential challenges and/or issues specific to this project.

The **Del Rio Boulevard Corridor** presents several challenges, as will be discussed below, but with **Culpepper and Terpening's (C&T),** local knowledge of the project corridor; comprehensive understanding of this particular projects scope along with our extensive CEI experience with similar projects, both in the City of Port St. Lucie and throughout the Treasure Coast, C&T is clearly the **"Best Positioned"** to successfully provide ***complete CEI Services*** for the Del Rio Boulevard Sidewalk Project.

Overall Cost Savings:

Culpepper and Terpening (C&T), has previously been selected under the City's Continuing Services Contract for CEI Services to do the construction inspection services for Segment#1 of the Del Rio Boulevard Sidewalk from SW McKenzie Street to west of SW California Blvd (City funded). ***Selection of C&T to provide these same type of services for Segment#2 of the Del Rio Boulevard Sidewalk from west of SW California Blvd. to SW Port St. Lucie Boulevard (LAP funded) will result in cost savings to the City*** based on familiarity and project continuity; efficiency in use of staffing resources; and reduction in over lapping inspection hours and costs assigned to the project, since both projects will like be under simultaneous construction. This fundamental efficiency is possible because of C&T's expertise in working with the City on administratively complex projects where full separation of work activities and billing assignments is critical for post project auditing purposes. ***Our proven ability to work with City Project Managers to make field changes and reduce unnecessary scope will free up budget*** to use for some of the overlooked items identified in this response.

Sidewalks:

The project includes approximately 14,000 linear feet of six-foot (6') wide, concrete sidewalk, generally located 10' off the edge of pavement along the north and east sides of SW Del Rio Boulevard, from SW California Boulevard (west end) to SW Port St. Lucie Boulevard. Associated with this sidewalk construction work is the re-grading of the adjacent swales; the addition of swale liners; several new drainage structure installations; new culvert installation/replacements; driveway replacement, sodding and all associated pavement marking installation work.

As a FDOT LAP funded project, it's critical to fully document all materials used; certifications provided and test results for final project materials certification at the conclusion of the project. Water-cement ratio calculations will be needed on each concrete load delivered in order to verify that all FDOT material documentation requirements are complied with. C&T has completed several similar sidewalk LAP projects for the City, including SW Mariposa Boulevard, SW Savona Boulevard (Segment 2) and, most recently, SW Darwin Boulevard. All project inspections, reports and filings with the FDOT were completed in compliance with State requirements.

Typical items that our inspectors verify include: (1) subgrade and sidewalk thickness along with ADA compliance. It is understood that there is zero tolerance on ADA compliance. A maximum 2% cross slope and 5% running slope must be maintained along the project length. We will be sure to perform a form check prior to concrete placement to assure that the concrete will meet ADA standards. (2) Detectable warnings are often an item that if not properly installed will need to be replaced soon after construction is completed. To avoid this, we will review the manufactures installation guidelines with the contractor and review all site layouts prior to installation. While the construction plans currently do not specify a "cast-into concrete" product, we will request such a modification to avoid the ongoing maintenance of a surface applied product.

Utility conflicts are an issue that often results in unnecessary delays. In order to avoid these delays issues, we will strictly enforce the contract requirement for the contractor to pot-hole the area at least 10 days in advance of any planned construction activities. We will then assess any conflicts and make any needed field adjustments ahead of the work to be done so that sidewalk, structures or culverts may be installed without delay and keep the work on schedule.

General Corridor Comments:

During our field reviews of the project corridor, several property owners spoke with us. Most of the residents that we spoke to are looking forward to the project, but have asked to stay informed of its progress and construction schedules. Our site representative will assure that proper notice is given and coordinated for all driveway replacement work in order to minimize any potential negative community concerns.

The project corridor is within walking distance of several schools (all levels (K-12)), and has approximately 60 school bus stops along the corridor. As such, there is the potential for a number of pedestrian and bus stop conflicts during work activities. While it is hoped that much of the project construction can take place during non-school periods, we will maintain coordination with the School Board and make adjustments to the specific work schedule, if needed. Dedicated flaggers or delineated walking paths can be provided, if needed, in order for children or other pedestrians to walk past active construction work. The contractor will need to keep the site orderly and free of hazards at all times. Concrete pours will need to be timed in way that does not lend the pour areas to become artistic opportunities

Based on our review of the approved construction plans and following our field review of the project corridor, we have identified several items that we will need to address further with the City prior to, and during, the sidewalk constriction work. On past projects, we have proven our ability to make necessary changes 'in the field' in order to minimize cost and delay impacts to the project. A partial list of the items identified so far include:

- **Plan Sheets 41 thru 48** - The construction plans address stop sign installation and relocation along the corridor, but they do not address installation or relocation of the street sign blades. We suggest that this be addressed in an addendum prior to receiving bids for the project. If this is not addressed early, there will likely be a Change Order request from the contractor. The additional surface area of the street blades could increase the required foundation and pole categories at each location.

- **Plan Sheets 24 & 25** – There are several low areas along the project alignment that are evident from our field review of the project corridor. We believe that there is the high potential for unnecessary flooding of this side walk once completed, that can be avoided. We propose to review the construction plans and the PSL drainage maps for the project corridor and recommend field adjustments, as needed, to assure positive flow to the greatest extent possible. There are many other areas along the project corridor with similar issues.
- **Plan Sheet 13** – The plans call for removal and relocation of two Pigmy Date Palm Trees at 1509 SW Del Rio Blvd. There is also a posted National Geodetic survey marker that will be destroyed (Station 77+40). If desired, we can make a reasonable field adjustment so as not impact these items. Not removing these Pigmy Date Palms would also eliminate the need for the arborist item.
- **Plan Sheet 14** – There are a few 'bowl areas' that we believe will act as water collection areas adjacent to the roadway. One example is between the two driveways in the Station 78+00 to Station 78+50 area. In order to eliminate these 'bowl' conditions, we believe that it is possible to lower the sidewalk in those areas to provide drainage into the adjacent side swale area.
- **Plan Sheet 18** – There is a residential grass driveway with a culvert that is not addressed in the project plans (ref Station 101+00). The existing culvert is in good condition and does not need to be replaced. We suggest upgrading to 6" sidewalk at that area.
- **Plan Sheet 27** – We suggest NOT constructing per plan at Stations 144+00 thru 145+00. There are severe slopes on the ROW side of the swale. We believe that it is possible to eliminate drainage structures S-4 and S-7, and then adjusting the sidewalk toward the roadway to avoid any conflicts. If necessary, a short curb section can be added.
- **Plan Sheets 29 & 30** - The plans call for shifting the swale to the east from about Station 155+80 to 158+30. Based on initial review, we believe that this relocation is not needed and could cause slope issues on the back side of the swale.
- **Plan Sheet 31** – If built per plan, the slope at the sidewalk from the Cumberland Farms entrance will be too steep at the culvert and will require the installation of a hand rail. The hand rail can be avoided by extending the existing culvert 8 to 12 feet, and increasing the sidewalk fall (within ADA requirements) from the entrance.
- **Plan Sheet 31** – The asphalt in the crosswalk area (Station 164+75) exceeds 3% cross-slope. The plans do not address milling & resurfacing to achieve a 2% cross slope.
- **Plan Sheet 39** – The plan calls for the existing commercial driveway at Station 162+00 to remain in place. However, the cross slope at this location will exceed 2%, and will not meet ADA requirements. This driveway is also damaged. Consideration should be given to replacing this driveway as part of project construction activities.
- **Plan Sheets 36 & 37** – The plans show installation of F-curb at Station 191+20 thru 192+40. If this type of curb is not desired, the installation of this curb can be avoided by some minor, no cost, field adjustments.
- **Detectable Warning Surfaces** - The plans do not specifically call for the type of detectable warning surfaces to be installed into the wet concrete during ramp construction. It has been our experience that, although on the FDOT APL list, surface mounted detectable warning panels typically do not hold up as well as the cast in place type and the surface mounted systems require significantly more maintenance. We suggest an addendum to the project constriction bids that that requires the cast in place type of detectable warning panels.
- **Side Street Cross Slopes** - Some side street crossing areas appear to have greater than 2% cross slope in the proposed crosswalk area. We will discuss possible asphalt corrective work with the City to meet ADA requirements.
- **Drainage** – Based on our site review, we have identified additional areas that we believe may not drain properly. These areas include Stations 120+00, 122+00, 134+00, 152+00, 182+00, & 198+00. We will carefully review these areas in the field, obtain actual elevations, review the drainage base maps and propose the changes needed to achieve positive drainage in those areas.
- **Existing Signs** – Based on our field reviews of the project corridor, it appears that there are several existing signs (not identified in the plans) that fall within the sidewalk area that will need to be adjusted/ relocated. The bid quantity is 8 signs, but, based on our observations, there should be at least 16. This inconsistency should be addressed before final construction bids are accepted in order to avoid change order issues.
- **Decorative/Painted Driveways** – It does not appear that the plans or bid items address restoration of the decorative/painted driveways located along the project corridor.
- **Existing Swale Liner** – There are many areas along the alignment that have swale liner just laying on the grass, indicating that they were likely not properly installed. Does the City want to address these issues during this work, or will the City make those repairs separately?
- **Non-Compliant Adjacent Ramps and Crosswalks** – The existing HC ramps at intersections with SW California (west end) and at SW Cashmere Boulevards do not appear to comply with ADA standards. The crosswalk at the Cumberland Farms is only 5' wide and will needs to be remarked. There is also a sidewalk tie-in point at Station 127+90 that has a cross slope over 2%. We suggest that the City consider addressing these items as addendums to the project plans.
- **Sod Quantity** – It appears that the bid sod quantity is over-estimated by as much as 12,000 CY. If this is correct, this will allow additional budget to help address some of the modifications outlined above.

Maintenance of Traffic:

Safety is of highest priority, but at the same time, we want to minimize traffic impacts to the citizens of Port St. Lucie. As on similar projects, we will guide the contractor to construct as much product as possible without using lane closures. When lane closures are needed, we will require the contractor perform as much work as possible during that closure period to reduce the total number of required lane closure days. All of C&T's Inspectors are certified by the FDOT in basic MOT practices and many have received advance MOT certifications.

These comments do not represent a full assessment of the published project plans. Following selection, we will work with the City to address any other issues that we have noted along the project corridor. As always, our main focus on any CEI project will be to look ahead and make any needed adjustments before there are any impacts to the project schedule or cost. We have proven our ability on past City projects. Our goal is to provide the best product and value and reduce costs wherever possible.

6. Please provide a brief outline and procedures your firm would utilize to interface, document, and resolve complaints with local residents and business owners who are impacted either directly or indirectly by the project in a timely manner.

Community Outreach/Awareness

Outreach to neighborhood stakeholders is a critical element to any project implementation process. Negative public opinions and complaints are often the result of poor communications and a lack of public input into the various project phases. In order to keep the neighborhood informed about the project, we propose that the *Neighborhood Outreach* program include the following:

- Maintain community interaction with CEI staff
- Establishment of a complaint / information line
- Use of door hangers and flyers
- Conduction of a Public Awareness meeting

Details on the exact implementation process for the above items can be discussed further with the City.

Some of the most likely issues to generate complaints on the Del Rio project would likely involve broken irrigation lines, dust or soil tracking, dust from saw cutting, driveway aesthetic issues, grading, sod quality, trash and landscape impacts. On similar City sponsored projects, **Culpepper and Terpening's (C&T)** extensive local CEI experience has proven our ability to minimize these issues by being proactive and reviewing community and property owner concerns in advance of construction. However, in a small percentage of cases, regardless of anyone's best efforts, some complaints may arise. When that occurs, our Complaint Resolution process will be employed as outlined below.

Outline of Complaint Resolution Process:

- When an initial complaint is received, it will be logged in to the Complaint Log. The log will include adequate detailed information to allow tracking of complaint resolution from start to finish and to provide a record for future reference.
- If a message was left, the resident or property owner will receive a call as quickly as possible to acknowledge the complaint and obtain all pertinent information including full name, address and exact nature of the complaint.
- If needed, a time will be set up to meet with the resident on site to review the issue. Often, this can be accomplished immediately with the CEI inspector and contractor.
- On some occasions, such as damage claims, preconstruction videos or photos will need to be reviewed to assess the needed course of action.
- The CEI will provide direction to the contractor, verbally and in writing to address the issue. Usually we can get the contractor to resolve issues in a timely manner. If the contractor does not resolve legitimate issues in a timely manner, it may be necessary to stop production work until the issue gets resolved. In the case of a safety issue, production work will be stopped until the issue is resolved. Non-critical issues can be resolved by providing the contractor with notice of potential payment withholding or a notice to have the work performed by others with a back charge to the contractor. We suggest a note in the Contract that states that "if necessary, the City or CEI may stop production work until complaint issues are resolved."
- The CEI will follow up to assure that any needed corrective action has been taken and verify that the resident is satisfied.
- The complaint will be closed out with the date that the item was completed.

What if the Contractor Fails to Address Issues?:

Legitimate complaint issues not resolved by the Contractor could result in:

- halting of production work until the issue is resolved;
- withholding of progress payment; or
- City performing work and back charging Contractor.

Issues involving safety, MOT or property access must be resolved immediately, or work will be stopped until the issue is resolved.

Through proactive customer support actions, we have kept 'small' issues from becoming 'big' issues, thus minimizing the number of citizen complaints reaching the City Manager's office.

7. Addendum Acknowledgment

Proposer acknowledges that the following addenda have been received and are included in his/her proposal:

Addendum Number	Date Issued
1	04/07/16
n/a	
n/a	

From : supplierservices@onyia.com
To : Dennis Murphy
Subject : Important Bid Notice
Date : Thursday, April 07, 2016 9:00:05 AM

Dear Dennis Murphy,

Agency : City of Port St. Lucie, Procurement Management Department
Bid Identifier : RFP-20160101-0-2016/CS
Bid Name : CEI and GEO for Del Rio Blvd. Sidewalk

A newly released Addendum (plans) exists on the Onvia DemandStar system. You may go online at www.demandstar.com and download the Addendum. Electronic responses are accepted for this project. If you would like to respond electronically, please logon to http://www.demandstar.com/bidwire.asp?bi=308996 and upload your response. If you have already submitted an electronic response, you may need to upload a revised version based on this Addendum. You may continue to update your response up until the Due Date and Time. Manual responses are also accepted.

The Onvia Team

8. Form W-9

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Culpepper & Terpening, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
[ ] Individual/sole proprietor or single-member LLC [ ] C Corporation [X] S Corporation [ ] Partnership [ ] Trust/estate
[ ] Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
[ ] Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
2980 South 25th Street

Requester's name and address (optional)

6 City, state, and ZIP code
Fort Pierce, Florida 34981

7 List account number(s) here (optional)

Print or type
See Specific Instructions on page 3.

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
59 - 2606420

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here | Signature of U.S. person ▶ | Date ▶ January 27, 2015

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.

9. Certificate of Insurance

Client#: 1051023 CULPETER

ACORD. CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/19/2015

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

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

PRODUCER	CONTACT NAME:	
USI Insurance Services, LLC 1715 N. Westshore Blvd. Suite 700 Tampa, FL 33607	PHONE (A/C, No, Ext): 813 321-7500	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Liberty Insurance Underwriters	19917
INSURED Culpepper & Terpening Inc. 2980 South 25th Street Fort Pierce, FL 34981	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC						EACH OCCURRENCE $ DAMAGE TO RENTED PREMISES (Ea occurrence) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GENERAL AGGREGATE $ PRODUCTS - COMP/OP AGG $ $
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $ $
	UMBRELLA LIAB EXCESS LIAB DED RETENTION $						EACH OCCURRENCE $ AGGREGATE $ $
	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/A					WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT $ E.L. DISEASE - EA EMPLOYEE $ E.L. DISEASE - POLICY LIMIT $
A	Professional Liability			AEE200266011	02/19/2015	02/19/2016	$1,000,000 per claim $2,000,000 annl aggr.

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

Professional Liability coverage is written on a claims-made basis.

CERTIFICATE HOLDER	CANCELLATION
Culpepper and Terpening, Inc. For Proposal Purposes	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05) 1 of 1 #S14360468/M14360452

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KEBEW

9. Certificate of Insurance

CULPATE-01 BARWICKT

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/16/2015

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

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

PRODUCER Insurance Office of America, Inc Alhambra Town Center 1200 University Blvd, Suite 200 Jupiter, FL 33458	CONTACT NAME: Teresa Barwick PHONE (A/C, No, Ext): (561) 776-9060 FAX (A/C, No): (561) 776-9670 E-MAIL ADDRESS: Teresa.Barwick@ioausa.com
INSURED Culpepper & Terpening Inc. 2960 S. 25th Street Ft. Pierce, FL 34981	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Travelers Indemnity Company — 25658 INSURER B: Travelers Indemnity Company of America — 25666 INSURER C: Bridgefield Employers Insurance Company — 10701 INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR		680-6D734555	01/16/2015	01/16/2016	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
						MED EXP (Any one person)	$ 5,000
						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO- JECT LOC					PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER						$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
B	X ANY AUTO		BA-6D795985	01/16/2015	01/16/2016	BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS					BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	$
							$
	X UMBRELLA LIAB X OCCUR					EACH OCCURRENCE	$ 5,000,000
A	EXCESS LIAB CLAIMS-MADE		CUP-4J1W7132	01/16/2015	01/16/2016	AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000						$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N N/A	83037409	01/16/2015	01/16/2016	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER	CANCELLATION
Culpepper & Terpening Inc. 2960 S. 25th Street Ft. Pierce, FL 34981	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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10a. Licenses

State of Florida
Department of State

I certify from the records of this office that CULPEPPER & TERPENING, INC. is a corporation organized under the laws of the State of Florida, filed on November 15, 1985.

The document number of this corporation is H85712.

I further certify that said corporation has paid all fees due this office through December 31, 2015, that its most recent annual report/uniform business report was filed on January 13, 2015, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Thirteenth day of January, 2015

Ken Detzner

Secretary of State

Authentication ID: CC3498111007

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

https://efile.sunbiz.org/certauthver.html

10a. Licenses

CULPEPPER & TERPENING, INC.

Culpepper & Terpening, Inc.
2980 SOUTH 25TH STREET
FORT PIERCE, FL 34981

Each licensee is solely responsible for notifying the Florida Board of Professional Engineers in writing the licensee's current address.

Name changes require legal documentation showing name change. An original, a certified copy, or a duplicate of an original or certified copy of a document which shows the legal name change will be accepted unless there is a question about the authenticity of the document raised on its face, or because the genuineness of the document is uncertain, or because of another matter related to the application.

At least 90 days prior to the expiration date shown on this license, a notice of renewal will be sent to your last known address. If you have not yet received your notice 60 days prior to the expiration date, please call (850) 521-0500, or write, Florida Board of Professional Engineers, 2639 North Monroe Street, Suite B-112,Tallahassee, FL 32303-5268 or e-mail: board@fbpe.org. Our website address is http://www.fbpe.org.

State of Florida

Board of Professional Engineers

Attests that

Culpepper & Terpening, Inc.

is authorized under the provisions of Section 471.023, Florida Statutes, to offer engineering services to the public through a Professional Engineer, duly licensed under Chapter 471, Florida Statutes.

Expiration: 2/28/2017 CA Lic. No: 4286

Audit No: 228047027?

10a. Licenses

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500
800HELPFLA(435-7352) or (850) 488-2221

February 17, 2015

CULPEPPER & TERPENING INC
2980 SOUTH 25TH STREET
FORT PIERCE, FL 34981

SUBJECT: Professional Surveyor and Mapper Business Certificate # LB4286

Your application / renewal as a professional surveyor and mapper business as required by Chapter 472, Florida Statutes, has been received and processed.

The license appears below and is valid through February 28, 2017.

You are required to keep your information with the Board current. Please visit our website at www.800helpfla.com/psm to create your online account. If you have already created your online account, you can use the website to maintain your license. You can also find other valuable information on the website.

Detach Here

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: LB4286
Expiration Date February 28, 2017

Professional Surveyor and Mapper Business License

Under the provisions of Chapter 472, Florida Statutes

CULPEPPER & TERPENING INC
2980 SOUTH 25TH STREET
FORT PIERCE, FL 34981

ADAM H. PUTNAM
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

10a. Licenses

CULPEPPER & TERPENING, INC. - INDIVIDUAL LICENSES

State of Florida

Board of Professional Engineers

Attests that

James Parker Terpening Jr., P.E.

FBPE

Is licensed as a Professional Engineer under Chapter 471, Florida Statutes

Expiration: 2/28/2017

Audit No: 228201717571

P.E. Lic. No:
24276

State of Florida

Board of Professional Engineers

Attests that

Marcelo E. Dimitriou , P.E.

FBPE

Is licensed as a Professional Engineer under Chapter 471, Florida Statutes

Expiration: 2/28/2017

Audit No: 228201703228

P.E. Lic. No:
59005

10a. Licenses

State of Florida

Board of Professional Engineers

Attests that

Stefan Karl Matthes , P.E.

FBPE

Is licensed as a Professional Engineer under Chapter 471, Florida Statutes

Expiration: 2/28/2017
Audit No: 228201714942

P.E. Lic. No:
38723

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: LS6199
Expiration Date February 28, 2017

Professional Surveyor and Mapper License
Under the provisions of Chapter 472, Florida Statutes

THOMAS P KIERNAN
1312 SW FAST ST
PALM CITY, FL 34990-4139

ADAM H. PUTNAM
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes

10a. Licenses

The American Traffic Safety Services Association

Hereby recognizes that

Marcelo Dimitriou
has attended
Florida Advanced Refresher
Training Course

02/14/2014
Date
West Palm Beach, FL
Location

Training & Products Dept. Director
President, CEO

The American Traffic Safety Services Association

Hereby recognizes that

Stefan Matthes
has attended
Florida Advanced Refresher
Training Course

07/15/2013
Date
Fort Lauderdale, FL
Location

Training & Products Dept. Director
President, CEO

10a. Licenses

QUALIFIED
STORMWATER MANAGEMENT
INSPECTOR

The undersigned hereby acknowledges that

Stefan Matthes

has successfully met all requirements necessary to be fully qualified through the Florida Department of Environmental Protection Stormwater Erosion and Sedimentation Control Inspector Training Program

December 9, 2015

Inspector Number 34202

Hal Lunsford

Beth Alvi

Metro Florida Safety Council

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

Thomas Frederick

MOT Workzone Traffic Control: Refresher

[FDOT Provider #140]

3/5/2018
Expiration Date

www.metrofloridasafetycouncil.com

Jack Lockhardt CSP, A
Instructor Signature
(888) 697-6372

10a. Licenses

Centennial FDOT 1915 & 2015

Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JIM BOXOLD
SECRETARY

October 21, 2015

James Terpening, President
CULPEPPER & TERPENING, INC
2980 South 25th Street
Ft. Pierce, Florida 34981

Dear Mr. Terpening:

The Florida Department of Transportation has reviewed your application for qualification package and determined that the data submitted is adequate to technically qualify your firm for the following types of work:

Group 3 - Highway Design - Roadway

- 3.1 - Minor Highway Design
- 3.2 - Major Highway Design

Group 6 - Traffic Engineering and Operations Studies

- 6.1 - Traffic Engineering Studies
- 6.2 - Traffic Signal Timing

Group 7 - Traffic Operations Design

- 7.1 - Signing, Pavement Marking and Channelization
- 7.3 - Signalization

Group 8 - Survey and Mapping

- 8.1 - Control Surveying
- 8.2 - Design, Right of Way & Construction Surveying
- 8.4 - Right of Way Mapping

Group 10 - Construction Engineering Inspection

- 10.1 - Roadway Construction Engineering Inspection

Group 13 - Planning

- 13.5 - Subarea/Corridor Planning
- 13.6 - Land Planning/Engineering

RECEIVED
OCT 23 2015
Culpepper & Terpening, Inc

www.dot.state.fl.us

10a. Licenses

Your firm is now technically qualified to do work for the Department for minor projects only, enabling your firm to compete for Professional Services projects with fees estimated at below $500,000.00. This status shall be valid until October 15, 2015 for contracting purposes.

On the basis of self-certification materials submitted, the rates listed below represent the costs the Department has accepted.

	Home/Branch Office	Field Office	Facilities Capital Cost of Money	Overtime Premium	Direct Expense
Indirect Cost	123.35%	108.43%	0.368%	Reimbursed	5.47% (Home) 5.28% (Field)*

*Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

Should you have any questions, please feel free to contact me by email at carilayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,

Carilayn Kell
Professional Services
Qualification Administrator

10b. Sub-Consultant - Licenses

State of Florida

Board of Professional Engineers

Attests that

Ardaman & Associates, Inc.

is authorized under the provisions of Section 471.023, Florida Statutes, to offer engineering services to the public through a Professional Engineer, duly licensed under Chapter 471, Florida Statutes.

Expiration: 3/28/2017
Audit No: 228201*0090

CA Lic. No: 5950

RICK SCOTT, GOVERNOR — KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL GEOLOGISTS

LICENSE NUMBER
GR40

The GEOLOGY BUSINESS
Named below IS CERTIFIED
Under the provisions of Chapter 492 FS.
Expiration date: JUL 31, 2016

ARDAMAN & ASSOCIATES, INC
8008 SOUTH ORANGE AVENUE
BELLE ISLE FL 32809

DISPLAY AS REQUIRED BY LAW

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
ASBESTOS LICENSING UNIT

LICENSE NUMBER
ZA0000039

The ASBESTOS BUSINESS ORGANIZATION
Named below IS LICENSED
Under the provisions of Chapter 469 FS.
Expiration date: NOV 30, 2015

ARDAMAN & ASSOCIATES INC
ROXANNE LEWIS GAUSE
8008 SOUTH ORANGE AVENUE
ORLANDO FL 32801

RICK SCOTT
GOVERNOR

ISSUED: 08/18/2013 SEQ # L13081600026S4
DISPLAY AS REQUIRED BY LAW

KEN LAWSON
SECRETARY

11. Drug Free Certification

DRUG-FREE WORKPLACE FORM
E-RFP #20160101
CEI for Del Rio Blvd. Sidewalk Construction

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

Culpepper & Terpening, 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 proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or Contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 Florida Statutes or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Bidder's Signature.....

Date: 04-26-16.....

11. Drug Free Certification

DRUG-FREE WORKPLACE FORM
E-RFP #20160101
CEI for Del Rio Blvd. Sidewalk Construction

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that Andersen & Associates, Inc. does:
(Name of Business)

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

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

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

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

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

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

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

Bidder's Signature

4/18/16
Date

12. E-VERIFY form

E-RFP#20160101
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
E-VERIFY

Construction Engineering and Inspection (CEI) Del Rio Blvd. Sidewalk Construction

Contract No : 20160101

Financial Project No(s) : 431729-1

Project Description : Construction Engineering and Inspection for Del Rio Blvd Sidewalk Segment No. 2 (LAP Funded)

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;

1. all persons employed by the Vendor/Consultant during the term of the Contract to perform employment duties within Florida; and
2. all persons, including subcontractors, assigned by the Vendor/Consultant to perform work pursuant to the contract with the Department.

Company/Firm : Culpepper & Terpening, Inc.

Authorized Signature : .....

Title : President

Date : 04-26-16

13. Certificate Regarding Lobbying

E-RFP #20160101
CERTIFICATION REGARDING LOBBYING
Construction Engineering and Inspection (CEI) Del Rio Blvd. Sidewalk Construction

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 sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients 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 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: Culpepper & Terpening, Inc.

Authorized By: ..... (sign)

James P. "Butch" Terpening, Jr., P.E. (print name)

Title: President

Date: 04-26-16

ALL SUBCONTRACTORS ARE REQUIRED TO FILL OUT THIS FORM AND SUBMIT WITH BID PACKAGE

13. Certificate Regarding Lobbying

E-RFP #20160101
CERTIFICATION REGARDING LOBBYING
Construction Engineering and Inspection (CEI)
Del Rio Blvd. Sidewalk Construction

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 (1/19/95). 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 sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients 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 (b)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend any 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 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: Anderson & Associates, Inc.

Authorized By: _____ (sign) Dan Zinnel (print name)

Title: Branch Manager Date: 4/12/16

ALL SUBCONTRACTORS ARE REQUIRED TO FILL OUT THIS FORM AND SUBMIT WITH BID PACKAGE

14. Certificate Regarding Debarment

E-RFP #20160101
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--PRIMARY COVERED TRANSACTIONS

Construction Engineering and Inspection (CEI) Del Rio Blvd. Sidewalk Construction

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: Culpepper & Terpening, Inc.

Authorized By: ..... (sign)

James P. "Butch" Terpening, Jr., P.E. (print name)

Title: President

Date: 04-26-16

15. Non-Collusion Declaration

CITY OF PORT ST. LUCIE, FLORIDA
E-RFP NO. 2016-0101
PROJECT TITLE : Construction Engineering and Inspection (CEI) for Del Rio Blvd. Sidewalk Construction

ITEM/SEGMENT NO. : 431729-1
F.A.P. NO. : 431729-1
MANAGING DISTRICT : District IV
PARCEL NO. : N/A
COUNTY OF : St. Lucie County
BID LETTING OF : Sidewalk Construction Inspection

I James P. "Butch" Terpening, Jr., P.E. (NAME), hereby declare that I am President (TITLE)

of Culpepper & Terpening, Inc. (FIRM) of Fort Pierce, Florida. (CITY AND STATE)

and that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid on this State Project.

I further declare that:

1. The prices(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.
3. No attempt has been made or will be made to solicit, cause or induce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.

15. Non-Collusion Declaration

7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this Declaration.

8. As required by Section 337.165, Florida Statutes, the firm has fully informed the Department of Transportation in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(l)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.

9. I certify that, except as noted below, neither my firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of Federal funds:

   a. is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;

   b. has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

   c. is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

   d. has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default.

10. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency unless authorized by the Department.

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (10), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

15. Non-Collusion Declaration

EXCEPTIONS:

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(Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action. Providing false information may result in criminal prosecution and/or administrative sanctions.)

I declare under penalty of perjury that the foregoing is true and correct.

CONTRACTOR: SEAL

BY: James P. "Butch" Terpening, Jr., P.E. - President
NAME & TITLE (PRINTED)

SIGNATURE

WITNESS: .....

WITNESS: .....

Executed on this 26th day of April, 2016.

FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE

REQUIRED CONTRACT PROVISIONS

This certification applies to subcontractors, material suppliers, vendors and other lower tier participants.

- Appendix B of 49 CFR Part 29 -
- Appendix B—Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion–Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

16. Check List

CHECKLIST
E-Request for Proposal #20160101
Construction Engineering and Inspection (CEI) Del Rio Blvd. Sidewalk Construction

This checklist is provided to assist Bidders in the preparation of their bid response. Included in this checklist are important requirements that are the responsibility of each Bidder to submit with their response in order to make their bid response fully compliant. This checklist is only a guideline -- it is the responsibility of each Bidder to read and comply with the Invitation to Bid in its entirety.

x	Documents uploaded in one (1).pdf files and in this order: :
x	Questionnaire for E-Request for Proposal #20160101, Certified Minority Business Certificate (if applicable), W9, current Certificate of Insurance, current License, Drug Free, E-Verify Form, Certificate Regarding Lobbying, Certificate Regarding Debarment, Non-Collusion Affidavit, Checklist onto Demandstar by the due date and time.
x	All questions on the questionnaire are complete and thoroughly answered
x	Each Bid Addendum (when issued) is acknowledged
x	Have Reviewed the Contract and accept all City Terms and Conditions
x	All Applicable Current Licenses (state and professional)
x	W9 form
x	Current Certificate of Insurance
x	Current Licenses
x	Drug Free Workplace Form
x	E-Verify Form
x	Certificate Regarding Lobbying
x	Certificate Regarding Debarment
x	Non Collusion Declaration
x	Checklist
x	File # 2- Form 330 (No subconsultants/subcontractors)

ALL BIDDERS ARE REQUIRED TO FILL OUT THIS FORM AND SUBMIT WITH BID PACKAGE

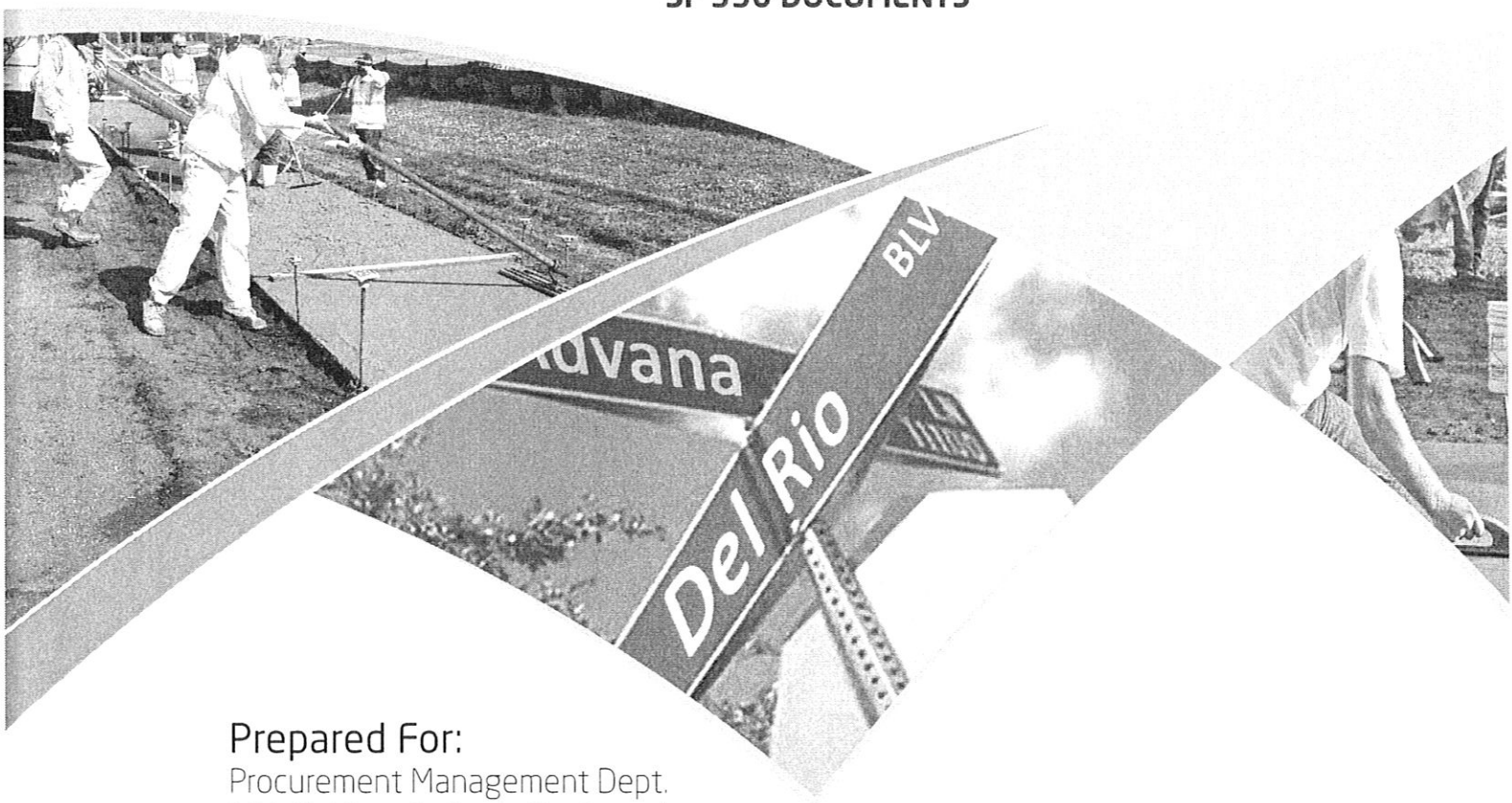
END OF FILE #1

"A City for All Ages"

CITY OF PORT ST. LUCIE
CONSTRUCTION ENGINEERING AND INSPECTION (CEI) FOR DEL RIO BLVD. SIDEWALK CONSTRUCTION

Sealed Electronic Proposal #2016-0101 (E-RFP)

FILE #2
SF 330 DOCUMENTS



Prepared For:
Procurement Management Dept.
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099

Prepared By:
CULPEPPER & TERPENING, INC
Consulting Engineering | Land Surveyors

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS

April 26, 2016 | 2:00 pm CT File No. 16-037

ARCHITECT - ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION (City and State)	**Port St. Lucie, Florida**
2. PUBLIC NOTICE DATE	**April 4, 2016**
3. SOLICITATION OR PROJECT NUMBER	**Sealed E-bid 2016-0101**

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE	**J.P. James "Butch" Terpening**
5. NAME OF FIRM	**Culpepper & Terpening, Inc.**
6. TELEPHONE NUMBER	**772-464-5337**
7. FAX NUMBER	**772-464-9497**
8. E-MAIL ADDRESS	**bterpening@ct-eng.com**

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

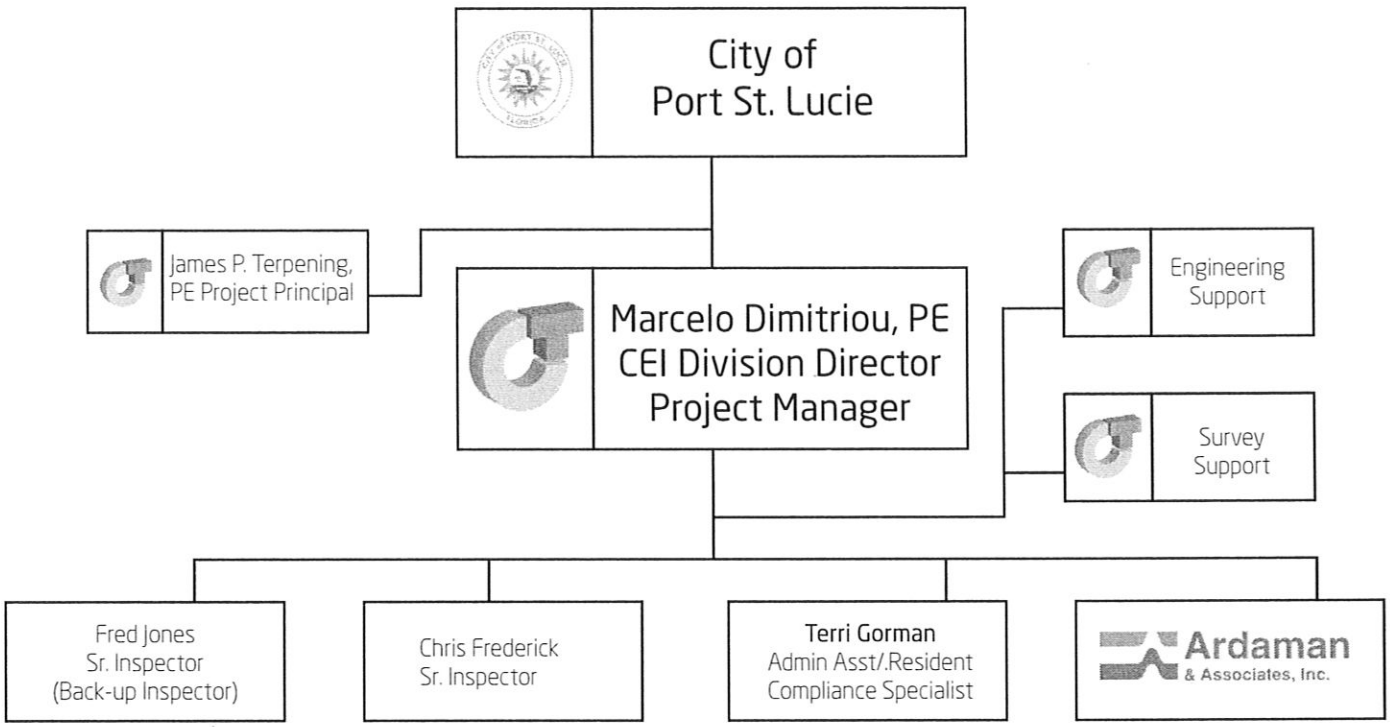
	*(check)						
	Prime	**JV Partner**	**subcontractor**	**9. FIRM NAME**		**10. ADDRESS**	**11. ROLE IN THIS CONTRACT**
A	x			Culpepper & Terpening, Inc.		2980 S. 25th Street Ft. Pierce, Florida 34981	CEI / Survey / Engineer (if required)
					Check if Branch Office		
B			x	Ardaman & Associates		460 NW Concourse Pl., Unit 1 Port St. Lucie, Florida 34986	Geotechnical and Soils Analysis
				x	Check if Branch Office		
C							
					Check if Branch Office		
D							
					Check if Branch Office		
E							
					Check if Branch Office		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM x **(attached)**

AUTHORIZED FOR LOCAL REPRODUCTION STANDARD FORM 330 (6/2004) PAGE 1

Professional Qualifications of Specific Individuals Assigned to the Key Components of the Project

ORGANIZATIONAL CHART



E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT (Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Marcelo Dimitriou, PE	CEI Project Manager / Sr. CEI Engineer	25	8

15. FIRM NAME AND LOCATION (City and State): Culpepper and Terpening, Inc., Fort Pierce, Florida
16. EDUCATION (Degree and Specialization): BS Degree - Civil Engineering (1988)
17. CURRENT PROFESSIONAL REGISTRATION (St.& Discipline: State of Florida - Bd of Professional Engineers (2002)
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.): Adv. MOT, QC Manager; Asphalt Paving Level I&II; Nuclear Safety; Storm Water Management; EEO, DBE & Payroll Compliance on LAP

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
Project Name:	**Savona Blvd. Sidewalk (Phase II)**	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Location:	**City of Port St. Lucie, Florida**	**2013**	**2013**
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		Check if project performed with current firm	

Provided full CEI Services for Critical LAP project, Savona Blvd. Sidewalk (Phase II), which was funded under the Local Area Program (LAP) and Safe Route to Schools (SRTS) program. The project included the placement of 2,500 lf of sidewalk along Savona Blvd., from California Blvd to Gatlin Blvd. Project included the construction/installation of a 200-feet long, prefabricated, pedestrian bridge over the C-24 Canal.

b.

(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
Project Name:	**Mariposa Ave. Sidewalk (Phase III)**	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Location:	**City of Port St. Lucie, Florida**	**2014**	**2014**
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		Check if project performed with current firm	

QA/QC control for CEI services associated with the Mariposa Ave. Sidewalk (Phase III) project which was funded under the LAP and SRTS program. The design entailed the placement of approximately 2,500 feet of sidewalk along Mariposa Ave., from Holy Family Cath. Church to Mariposa Elem. School.

c.

(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
Project Name:	**Sidewalks - Bayshore/Torino/California/C. Club**	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Location:	**City of Port St. Lucie, Florida**	**2015**	**2015**
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		Check if project performed with current firm	

QA/QC control for CEI services associated with the construction of approximately 10,000 feet of new sidewalk along portions of NW Bayshore Boulevard; NW East Tornio Boulevard California Boulevard; and NW Country Club Drive. Project designs were provided by the City of Port St. Lucie through in-house design efforts. Sidewalk construction is designed to provide the "missing link" connections to several existing walks throughout the City.

d

(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
Project Name:	**Savannah Rd Ped Bridges and Rnd'abt Improvements -**	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Location:	**Martin County, Florida**	**2007**	**2007**
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		Check if project performed with current firm	

CEI Services for the installation of dual pedestrian bridges along Savannah Road (@ Jensen Beach Post Office) associated with the roadway and sidewalk improvements along this stretch of Savannah Road. Work also included a new traffic roundabout, roadway reconstruction, utility adjustments, brick pavers, signing, pavement markings and landscaping. on Savannah Road from Silver Maple Way to Samaritan Street.

e.

(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
Project Name:	**Walton Road (Phase 1)**	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Location:	**City of Port St. Lucie/St. Lucie County,**	**2008**	**2009**
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		Check if project performed with current firm	

QA/QC control for CEI services associated with The project involved 4-laning of an existing 2-lane roadway, included milling & resurface, construction of a closed drainage system and installation of mast arm signalization, utilities, drainage, approximately 15,000 lf of sidewalk, pedestrian lighting and landscaping. Project challenges included aggressive milestones, urban traffic, and multiple agencies to coordinate with.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT (Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
James P. "Butch" Terpening, PE	Principal in Charge	39	27

15. FIRM NAME AND LOCATION (City and State): Culpepper and Terpening, Inc., Fort Pierce, Florida

16. EDUCATION (Degree and Specialization): BS Degree - Civil Engineering (1976)

17. CURRENT PROFESSIONAL REGISTRATION (St.& Discipline): State of Fla - Bd of Professional Engineers - 24276 (1980)

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.): Florida Engineering Society; American Society of Civil Engineers; National Professional Engineers Society; American Water Works Association; FDOT LAP Training

19. RELEVANT PROJECTS

a.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
	Project Name:	**Savona Blvd. Sidewalk (Phase II)**	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
	Location:	**City of Port St. Lucie, Florida**	**2013**	**2013**
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		Check if project performed with current firm	
	Provided full CEI Services for Critical LAP project, Savona Blvd. Sidewalk (Phase II), which was funded under the Local Area Program (LAP) and Safe Route to Schools (SRTS) program. The project included the placement of 2,500 lf of sidewalk along Savona Blvd., from California Blvd to Gatlin Blvd. Project included the construction/installation of a 200-feet long, prefabricated, pedestrian bridge over the C-24 Canal.			
b.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
	Project Name:	**Mariposa Ave. Sidewalk (Phase III)**	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
	Location:	**City of Port St. Lucie, Florida**	**2014**	**2014**
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		Check if project performed with current firm	
	QA/QC control for CEI services associated with the Mariposa Ave. Sidewalk (Phase III) project which was funded under the LAP and SRTS program. The design entailed the placement of approximately 2,500 feet of sidewalk along Mariposa Ave., from Holy Family Cath. Church to Mariposa Elem. School.			
c.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
	Project Name:	**Sidewalks - Bayshore/Torino/California/C. Club**	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
	Location:	**City of Port St. Lucie, Florida**	**2015**	**2015**
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		Check if project performed with current firm	
	QA/QC control for CEI services associated with the construction of approximately 10,000 feet of new sidewalk along portions of NW Bayshore Boulevard; NW East Tornio Boulevard California Boulevard; and NW Country Club Drive. Project designs were provided by the City of Port St. Lucie through in-house design efforts. Sidewalk construction is designed to provide the "missing link" connections to several existing walks throughout the City			
d	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
	Project Name:	**Transit Facility (PSL)**	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
	Location:	**City of Port St. Lucie, Florida**	**2010**	**2011**
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		Check if project performed with current firm	
	Transit Facility (PSL) – C&T provided 'Pro-Bono' services associated with the construction of Intermodal Transit Facility (east of PSL City Hall), including 1,200 lf of new sidewalk, requiring extensive field modifications with tie-in constraints.			
e.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
	Project Name:	**Walton Road (Phase 1)**	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
	Location:	**City of Port St. Lucie/St. Lucie County,**	**2008**	**2009**
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		Check if project performed with current firm	
	QA/QC control for CEI services associated with The project involved 4-laning of an existing 2-lane roadway, included milling & resurface, construction of a closed drainage system and installation of mast arm signalization, utilities, drainage, approximately 15,000 lf of sidewalk, pedestrian lighting and landscaping. Project challenges included aggressive milestones, urban traffic, and multiple agencies to coordinate with.			

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT (Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Chris Frederick	Sr. Inspector	22	8

15. FIRM NAME AND LOCATION (City and State) — Culpepper and Terpening, Inc., Fort Pierce, Florida
16. EDUCATION (Degree and Specialization): — High School Graduate
17. CURRENT PROFESSIONAL REGISTRATION (St.& Discipline — n/a

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)
CTQP Asphalt Paving Level 1 & 2; CTQP Earthwork Construction Inspection Level 1 & 2; ACI Concrete Field Testing Technician Level 1; FDOT Concrete Field Inspector; CTQP Final Estimates Level 1; Troxler Nuclear Density Certification; Hazmat; NPDES Stormwater; Intermediate MOT; Critical Construction Issues; MSE Wall Inspection; FDOT Structures Inspection Level 1 & 2; FDOT Plan Reading; OSHA 30 Hour Safety Training

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
Project Name:	**Savona Blvd. Sidewalk (Phase II)**	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Location:	**City of Port St. Lucie, Florida**		**2013**
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☐ Check if project performed with current firm	

Provided full CEI Services for Critical LAP project, Savona Blvd. Sidewalk (Phase II), which was funded under the Local Area Program (LAP) and Safe Route to Schools (SRTS) program. The project included the placement of 2,500 lf of sidewalk along Savona Blvd., from California Blvd to Gatlin Blvd. Project included the construction/installation of a 200-feet long, prefabricated, pedestrian bridge over the C-24 Canal.

b.

(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
Project Name:	**Darwin Blvd Sidewalks and Ped. Bridge**	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Location:	**City of Port St. Lucie, Florida**		**2015**
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☐ Check if project performed with current firm	

Provided construction inspection services for a six (6) foot wide concrete sidewalk on the east side of Darwin Boulevard from Paar Drive to Becker Road with an eight (8) foot wide pedestrian bridge over the C-84 canal (LAP 431738-1-58-01.) Work included sidewalks, drainage, piles and concrete bridge structure. This is a critical Lap project with QC/VT and LIMS requirements.

c.

(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
Project Name:	**Sidewalks - Bayshore/Torino/California/C. Club**	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Location:	**City of Port St. Lucie, Florida**		**2015**
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☐ Check if project performed with current firm	

Project inspector for CEI services associated with the construction of approximately 10,000 feet of new sidewalk along portions of NW Bayshore Boulevard; NW East Tornio Boulevard California Boulevard; and NW Country Club Drive. Project designs were provided by the City of Port St. Lucie through in-house design efforts. Sidewalk construction is designed to provide the "missing link" connections to several existing walks throughout the City

d

(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
Project Name:	**St. Lucie North Drainage Basin Improvements**	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Location:	**City of Port St. Lucie, Florida**		**2011**
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☐ Check if project performed with current firm	

Project inspector for CEI services associated culvert replacements and upgrades, canal vegetation cleaning, slope repairs & protection, water control structure improvements, detention pond, sidewalk replacement, and other needed associated work.

e.

(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
Project Name:	**Walton Road (Phase 1)**	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Location:	**City of Port St. Lucie/St. Lucie County,**		**2009**
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☐ Check if project performed with current firm	

Project inspector for the 4-laning of an existing 2-lane roadway; construction of a closed drainage system and installation of mast arm signalization. Responsibilities included inspection of work, observation and documentation of construction activities, daily reports, field pre-work meetings, quantity tracking, change order documentation, coordination of testing and third party inspections, NPDES, and MOT inspections. Components of the project included numerous water main & force main relocations, sidewalks, drainage, ponds, street & pedestrian lighting, landscaping, signals, fiber interconnect, roadway widening and reconstruction. Project challenges included aggressive milestones, urban traffic, and involvement of multiple agencies.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT (Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Fred Jones	Sr. Inspector (Back Up)	34	17

15. FIRM NAME AND LOCATION (City and State) Culpepper and Terpening, Inc., Fort Pierce, Florida

16. EDUCATION (Degree and Specialization): High School Graduate

17. CURRENT PROFESSIONAL REGISTRATION (St.& Discipline n/a

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)
CTQP Asphalt Paving Level 1 & 2; CTQP Earthwork Construction Inspection Level 1 & 2; ACI Concrete Field Testing Technician Level 1; FDOT Concrete Field Inspector; CTQP Final Estimates Level 1; CTQP Drilled Shaft Installation; CTQP Pile Driving; Troxler Nuclear Density Certification; Hazmat; NPDES Stormwater; Intermediate MOT; Critical Construction Issues; MSE Wall Inspection; FDOT Structures Inspection Level 1 & 2; FDOT Plan Reading; OSHA 30 Hour Safety Training

	19. RELEVANT PROJECTS			
a.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
	Project Name:	**SR-76/I-95 Interchange Improvements**	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
	Location:	**Martin County, Florida**		**2015**
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		Check if project performed with current firm	
	Reconstruction of I-95 interchange ramps and widening of SR-76 roadway (FM #42978615801). Work items include roadway construction, drainage, mast arms & signalization, pond construction, milling and paving. The project is based on FDOT specifications and material requirements including QC/VT Testing and LIMS. Specific role: Sr. Inspector			
b.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
	Project Name:	**Port St. Lucie Boulevard Pedestrian Lighting**	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
	Location:	**Port St. Lucie, Florida**		**2011**
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		Check if project performed with current firm	
	Installation of pedestrian lighting on the north side of Port St. Lucie Boulevard from US 1 to Veteran's Memorial Parkway (FM# 4282991-58-01.) Work also includes corrections to sidewalk areas to meet ADA requirements. Specific role: Sr. Inspector.			
c.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
	Project Name:	**Repair of the Water Distribution System**	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
	Location:	**Port St. Lucie, Florida**		**2011**
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		Check if project performed with current firm	
	Construction of approximately forty-two (42) miles of PVC water main (6", 8" & 12"), fire hydrants, the residential and commercial services in the areas of Sections U1, U2, U3, U4, U7, U9, U10, U11, U14, U15, U18, U19, 41, 42, 49, 50, and 60, as replacement of portions of the aging water distribution system. Specific role: Sr. Inspector			
d	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
	Project Name:	**Amerigo Avenue Drainage Improvements**	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
	Location:	**Stuart, Florida**		**2010**
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		Check if project performed with current firm	
	Construction Inspector for drainage improvement, roadway reconstruction and landscape project. Work items included retention ponds, roadway reconstruction, landscaping & drainage installation. Specific role: Sr. Inspector.			
e.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
	Project Name:	**Green River Parkway**	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
	Location:	**Martin County, Florida**		**2010**
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		Check if project performed with current firm	
	Senior Inspector on approximately 2 miles of new 2-lane roadway between Jensen Beach Boulevard (SR 732) and SR 707. Work included adding lanes and intersection improvements on SR 732 and SR 707. Components of the project include new roadway construction, drainage, milling & resurfacing, utilities, screening walls, signalization, multi-modal paths and major pond construction. Project challenges include construction within a narrow 100' right-of-way adjacent to sensitive wetlands, wildlife habitats and residential properties. Specific Role: Sr. Inspector.			

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT (Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Terri Gorman	Admin. Assistant/ RCS /	11	10

15. FIRM NAME AND LOCATION (City and State) — Culpepper and Terpening, Inc., Fort Pierce, Florida

16. EDUCATION (Degree and Specialization): — High School Graduate

17. CURRENT PROFESSIONAL REGISTRATION (St.& Discipline — n/a

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) — EEO, DBE & Payroll Compliance on LAP and other FDOT project

19. RELEVANT PROJECTS

a.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
	Project Name:	**Savona Blvd. Sidewalk (Phase II)**	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
	Location:	**City of Port St. Lucie, Florida**	**2013**	**2013**
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		Check if project performed with current firm	
	Provided QA/QC control for the Savona Blvd. Sidewalk (Phase II) project which was funded under the Local Area Program (LAP) and Safe Route to Schools (SRTS) program. The project included the placement of 2,500 lf of sidewalk along Savona Blvd., from California Blvd to Gatlin Blvd. Project included the construction/installation of a 200-feet long, prefabricated, pedestrian bridge over the C-24 Canal.			
b.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
	Project Name:	**Mariposa Ave. Sidewalk (Phase III)**	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
	Location:	**City of Port St. Lucie, Florida**	**2014**	**2014**
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		Check if project performed with current firm	
	QA/QC control for CEI services associated with the Mariposa Ave. Sidewalk (Phase III) project which was funded under the LAP and SRTS program. The design entailed the placement of approximately 2,500 feet of sidewalk along Mariposa Ave., from Holy Family Cath. Church to Mariposa Elem. School.			
c.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
	Project Name:	**Sidewalks - Bayshore/Torino/California/C.**	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
	Location:	**City of Port St. Lucie, Florida**	**2015**	**2015**
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		Check if project performed with current firm	
	QA/QC control for CEI services associated with the construction of approximately 10,000 feet of new sidewalk along portions of NW Bayshore Boulevard; NW East Tornio Boulevard California Boulevard; and NW Country Club Drive. Project designs were provided by the City of Port St. Lucie through in-house design efforts. Sidewalk construction is designed to provide the "missing link" connections to several existing walks throughout the City.			
d	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
	Project Name:	**N. 13th St Improvements Ph 2**	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
	Location:	**Ft. Pierce, Florida**		**2009**
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		Check if project performed with current firm	
	QA/QC control for CEI services associated with the American Recovery and Restoration Act (ARRA) project that provided for the re-construction of approximately 1/2 mile of North 13th St., including utilities, drainage, sidewalk, pedestrian lighting, bridge modifications & landscaping.			
e.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
	Project Name:	**Walton Road (Phase 1)**	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
	Location:	**City of Port St. Lucie/St. Lucie County,**	**2008**	**2009**
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		Check if project performed with current firm	
	QA/QC control for CEI services associated with The project involved 4-laning of an existing 2-lane roadway, included milling & resurface, construction of a closed drainage system and installation of mast arm signalization, utilities, drainage, approximately 15,000 lf of sidewalk, pedestrian lighting and landscaping. Project challenges included aggressive milestones, urban traffic, and multiple agencies to coordinate with.			

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT (Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Thomas Kiernan, PSM	Director of Survey Division	28	14

15. FIRM NAME AND LOCATION (City and State) — Culpepper and Terpening, Inc., Fort Pierce, Florida

16. EDUCATION (Degree and Specialization): — Martin County High School / Indian River State College

17. CURRENT PROFESSIONAL REGISTRATION (St.& Discipline — State of Florida - Bd. of Prof. Surveyor & Mapper (6199)

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) — FDOT Certified Maintenance of Traffic; FDOT GPS Network Analysis FDOT Certified in Survey Groups 8.1; 8.2 and 8.4.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
Project Name:	**Savona Blvd. Sidewalk (Phase II)**	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Location:	**City of Port St. Lucie, Florida**		**2013**
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		Check if project performed with current firm	

CEI and survey support associated with the Savona Blvd. Sidewalk (Phase II), which was funded under the Local Area Program (LAP) and Safe Route to Schools (SRTS) program. The project included the placement of 2,500 lf of sidewalk along Savona Blvd., from California Blvd to Gatlin Blvd. Project included the construction/installation of a 200-feet long, prefabricated, pedestrian bridge over the C-24 Canal.

b.

(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
Project Name:	**City of Stuart Sewer System Improvements**	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Location:	**City of Stuart, Florida**		**2015 (On going)**
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		Check if project performed with current firm	

Route and Design Survey associated with the expansion of the City of Stuart Water Distribution System. Project services include as-built surveys following the completion of phase construction.

c.

(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
Project Name:	**Sidewalks - Bayshore/Torino/California/C. Club**	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Location:	**City of Port St. Lucie, Florida**		**2015**
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		Check if project performed with current firm	

CEI and survey support associated with the CEI for the construction of approximately 10,000 feet of new sidewalk along portions of NW Bayshore Boulevard; NW East Tornio Boulevard California Boulevard; and NW Country Club Drive. Project designs were provided by the City of Port St. Lucie through in-house design efforts. Sidewalk construction is designed to provide the "missing link" connections to several existing walks throughout the City.

d

(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
Project Name:	**Transit Facility (PSL)**	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Location:	**City of Port St. Lucie, Florida**		**2011**
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		Check if project performed with current firm	

CEI and survey Support services associated with the construction of the City of Port St. Lucie Intermodal Transit Center at the City Hall (Port St. Lucie) complex area.

e.

(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
Project Name:	**North 2nd Street Reconstruction**	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Location:	**City of Ft. Pierce**		**Ongoing (2015)**
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		Check if project performed with current firm	

CEI and survey support associated with the reconstruction of North 2nd Street through the City of Ft. Pierce (Port Area).

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT (Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Stefan K. Matthes, PE	Engineer	34	23

15. FIRM NAME AND LOCATION (City and State): Culpepper and Terpening, Inc., Fort Pierce, Florida

16. EDUCATION (Degree and Specialization): BS Degree - Civil Engineering (1981)

17. CURRENT PROFESSIONAL REGISTRATION (St.& Discipline: State of Florida - Bd of Professional Engineers (1986)

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.): Institute of Transportation Engineers; Florida Engineering Society; American Society of Civil Engineers, American Planning Association, Advance Work Zone MOT Certified, ADA Accessibility (DPFA) certified

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
Project Name:	**NE 80th Ave Culvert Replacement Project**	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Location:	**Okeechobee County, Florida**	**2013**	**2014 (Complete)**

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — Check if project performed with current firm

Project involved the hydraulic modeling of a 2,000 acre drainage basin located in eastern Okeechobee County for the replacement of a major culvert and associated canal bank stabilization for the culvert approaches along with intersection improvements to the Roadway. The stabilization was designed to insure that the banks would not be impacted during the 50 year design storm.

b.

(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
Project Name:	**California Blvd. (SL West) Turn lanes**	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Location:	**City of Port St. Lucie, Florida**	**2015**	**2015 (Complete)**

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — Check if project performed with current firm

Design and permitting for access improvements to an existing church facility on a City collector roadway. Work included traffic data collection and modeling to insure that the turn lane queue lengths and tapers accommodated the heavy service traffic. Work was done for the City of Port St. Lucie and funded by the church.

c.

(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
Project Name:	**US 441 Landscape Improvements**	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Location:	**City of Okeechobee, Florida**	**2014**	**2014 (Complete)**

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — Check if project performed with current firm

C&T in conjunction with HJA Design Studio's provided the design, permitting and CEI for the installation of 1.5 miles of enhanced landscape/streetscape improvements to US 441 in the downtown core of the City of Okeechobee. The project was funded through the FDOT with a Florida Highway Beautification Grant which the team assisted the City in procuring

d

(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
Project Name:	**Tom Hooper Weir Replacement**	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Location:	**City of Port St. Lucie, Florida**	**2014**	**2015**

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — Check if project performed with current firm

Project involved the design and permitting of the replacement of a major outfall control structure located within a park that is situated adjacent to the North Fork of the St. Lucie River the central portion of the City of Port St. Lucie. The original rip-rap weir structure was replaced with a vinyl sheet pile and gunite application to insure longevity while minimizing environmental issues within the project area.

e.

(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
Project Name:	**Airoso/Floresta Headwall Repair**	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Location:	**City of Port St. Lucie, Florida**	**2012**	**2012 (Complete)**

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — Check if project performed with current firm

C&T provided emergency design, permitting and CEI services for the repair of 2 major outfall headwalls that failed during Hurricane Isaac in 2012. The headwall failures caused lane and roadway closures to 2 of the major north/south collector roadways within the City of Port St. Lucie. The design and permitting was completed within 3 weeks and construction within 60 days to reopen the roadways to the traveling public.

CULPEPPER & TERPENING, INC

CONSULTING ENGINEERS | LAND SURVEYORS

SF 330
CEI PROJECT EXAMPLES

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

20. EXAMPLE PROJECT KEY NUMBER **01**

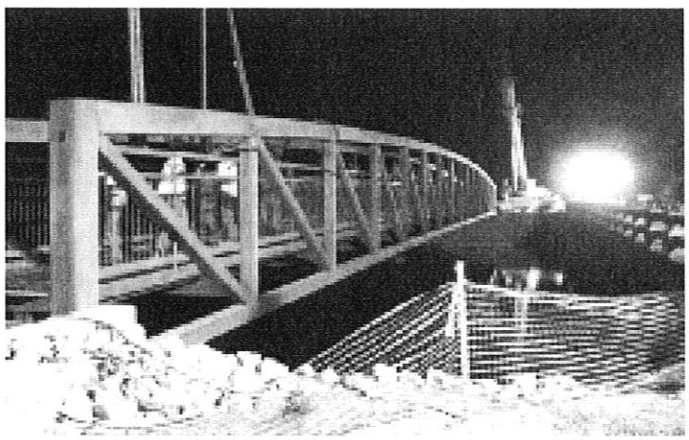
21. TITLE AND LOCATION (City and State)	22. YEARS COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
Savona Boulevard Sidewalk/Bridge CEI Port St. Lucie, Florida	2014	2014

A. PROJECT OWNER	B. POINT OF CONTACT NAME	C. POINT OF CONTACT TELEPHONE NUMBER
City of Port St. Lucie	Jim Angstadt, PE City Engineer	772-873-5100

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (include scope size, and cost)

The Savona Boulevard Sidewalk and Bridge Project involved the construction of 2,500 linear feet of six (6) foot wide, concrete sidewalk, along the west side of SW Savona Boulevard, from SW Bougainvillea Avenue, north, to the north side of the C-24 Canal. The project included the installation of a 200 ft long, clear span, 8-foot wide, prefabricated pedestrian bridge over the C-24 Canal that provides for the connection of this new sidewalk into the existing sidewalk north of the canal without having to make modification to the existing Savona Blvd. Bridge over the C-24 Canal.

Services provided specific to this project included monitoring and inspection of all project clearing and grubbing, earthwork, drainage modifications, swale relocation, utility relocations, pile driving, placing of structural concrete in bridge abutment and deck slab areas, bridge installation, general sidewalk construction, driveway culvert replacement, replacement of residential driveways, final swale grading and swale linear installation.



CT File No.: 13-079

This was a FDOT "critical" LAP project. As such, this project required the highest level of documentation for FDOT acceptance, including use of the laboratory information management system (LIMS).

Relevant Activities: CEI, RCS, Public Awareness, MOT, Agency Coordination and NPDS Compliance. Project included extensive Rip-Rap installation along canal banks.

Project Cost (Gross)				
$ 1,350,00				
Relevance to Submitted Project				
Survey	Design	Permitting	CEI	Other
			xx	

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME Culpepper & Terpening	(2) FIRM LOCATION (City and State) Ft. Pierce, FL	(3) ROLE CEI
b.	(1) FIRM NAME Keith & Schnars, PA	(2) FIRM LOCATION (City and State) Ft. Lauderdale, FL	(3) ROLE Bridge Inspection
c.	(1) FIRM NAME Ardaman & Assoc.	(2) FIRM LOCATION (City and State) Port St. Lucie, FL	(3) ROLE Geo-Tech and Testing

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

20. EXAMPLE PROJECT KEY NUMBER **02**

21. TITLE AND LOCATION (City and State)	22. YEARS COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
Darwin Boulevard Sidewalk/Bridge CEI Port St. Lucie, Florida	2015	2015

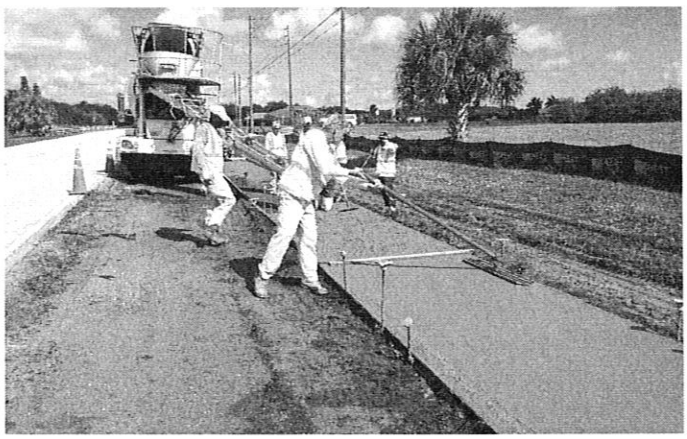
A. PROJECT OWNER	B. POINT OF CONTACT NAME	C. POINT OF CONTACT TELEPHONE NUMBER
City of Port St. Lucie	Jim Angstadt, PE City Engineer	772-873-5100

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (include scope size, and cost)

The Darwin Boulevard Sidewalk and Bridge Project involved the construction of approximately 2,500 linear feet of six (6) foot wide, concrete sidewalk, along the east side of SW Darwin Boulevard, from SW Paar Drive, south to SW Becker Road. The project included the installation of a 200+ ft long, clear span, 8-foot wide, prefabricated pedestrian bridge over the E-84 Canal.

Services provided specific to this project include monitoring and inspection of all project clearing and grubbing, earthwork, drainage modifications, swale relocation, utility relocations, pile driving, placing of structural concrete in bridge abutment and deck slab areas, bridge installation, general sidewalk construction, driveway culvert replacement, replacement of residential driveways, final swale grading and swale linear installation.

This was is a FDOT "critical" LAP project. As such, this project required the highest level of documentation for FDOT acceptance, including use of the laboratory information management system (LIMS).



CT File No.: 15-052

Relevant Activities: CEI, RCS, Public Awareness, MOT, Agency Coordination and NPDS Compliance. Project included extensive Rip-Rap installation along canal banks.

Project Cost (Gross)				
$ 100,600				
Relevance to Submitted Project				
Survey	Design	Permitting	CEI	Other
			xx	

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME Culpepper & Terpening	(2) FIRM LOCATION (City and State) Ft. Pierce, FL	(3) ROLE CEI
b.	(1) FIRM NAME Keith & Schnars, PA	(2) FIRM LOCATION (City and State) Ft. Lauderdale, FL	(3) ROLE Bridge Inspection
c.	(1) FIRM NAME Ardaman & Assoc.	(2) FIRM LOCATION (City and State) Port St. Lucie, FL	(3) ROLE Geo-Tech and Testing

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

20. EXAMPLE PROJECT KEY NUMBER **03**

21. TITLE AND LOCATION (City and State)	22. YEARS COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
Mariposa Avenue Sidewalk (Phase III) - CEI Services Port St. Lucie, Florida	2014	2014

A. PROJECT OWNER	B. POINT OF CONTACT NAME	C. POINT OF CONTACT TELEPHONE NUMBER
City of Port St. Lucie	Jim Angstadt, PE City Engineer	772-873-5100

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (include scope size, and cost)

The Mariposa Avenue Sidewalk Project is a pedestrian safety improvement project initiated by the St. Lucie County School Board, and funded by the Florida Department of Transportation (FDOT) through the 'Safe Routes to School' program addressing access to the Mariposa Elementary School Site. The project was administered by the City of Port St. Lucie. Construction activities were done in part during the school year, requiring added coordination with the St. Lucie County School Board.

CT File No.: 14-007

The project provided for the construction of 2,500 lf (mol) of 5 and 6-foot wide sidewalk along the south side of SE Mariposa Avenue, from west of the Holy Family Catholic Church to the Mariposa Elementary School.

Culpepper and Terpening provided CEI Services for approximately 2,500 linear feet of sidewalk, a closed drainage system with 16 structures, extensive culvert installations and driveway replacement, swale liner replacements, roadway culvert crossings and utility relocations. This project required extensive field adjustments due to utility conflicts and existing grade issues within a narrow ROW.

Despite the existing condition challenges, field modifications were made to allow meeting ADA requirements and slope requirements while staying on budget and on schedule. Other challenges included MOT in a narrow ROW with a school and church.

Relevant Activities: CEI, RCS, Public Awareness, MOT, Agency Coordination and NPDS Compliance.

Project Cost (Gross)				
$ 72,000				
Relevance to Submitted Project				
Survey	Design	Permitting	CEI	Other
			xx	

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME Culpepper & Terpening	(2) FIRM LOCATION (City and State) Ft. Pierce, FL	(3) ROLE CEI
b.	(1) FIRM NAME Ardaman & Assoc.	(2) FIRM LOCATION (City and State) Port St. Lucie, FL	(3) ROLE Geo-Tech and Testing
c.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

20. EXAMPLE PROJECT KEY NUMBER **04**

21. TITLE AND LOCATION (City and State)	22. YEARS COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
Sidewalks - Bayshore/Torino/California/C. Club Port St. Lucie, Florida	2015	2015

A. PROJECT OWNER	B. POINT OF CONTACT NAME	C. POINT OF CONTACT TELEPHONE NUMBER
City of Port St. Lucie	Jim Angstadt, PE City Engineer	772-873-5100

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT

CEI and survey support associated with the CEI for the construction of approximately 10,000 feet of new sidewalk along portions of NW Bayshore Boulevard; NW East Tornio Boulevard California Boulevard; and NW Country Club Drive. Project designs were provided by the City of Port St. Lucie through in-house design efforts. Sidewalk construction is designed to provide the "missing link" connections to several existing walks throughout the City.

Relevant Activities: CEI, RCS, Public Awareness, MOT, Agency Coordination and NPDS Compliance.

CT File No.: 14-135

Project Cost (Gross)				
$ 170,000				
Relevance to Submitted Project				
Survey	Design	Permitting	CEI	Other
			xx	

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME Culpepper & Terpening	(2) FIRM LOCATION (City and State) Ft. Pierce, FL	(3) ROLE CEI
b.	(1) FIRM NAME Ardaman & Assoc.	(2) FIRM LOCATION (City and State) Port St. Lucie, FL	(3) ROLE Geo-Tech and Testing
c.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

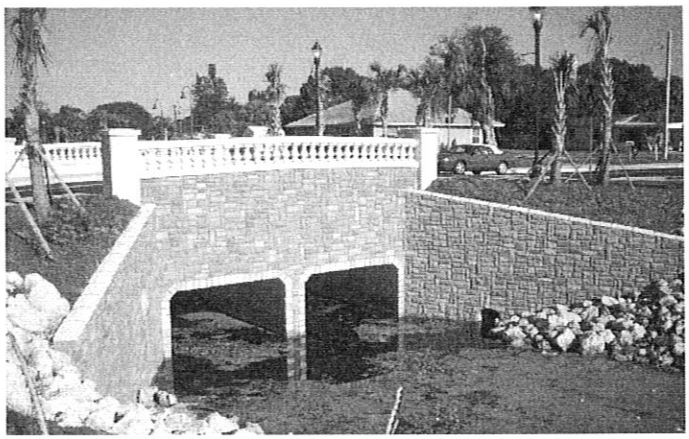
20. EXAMPLE PROJECT KEY NUMBER **05**

21. TITLE AND LOCATION (City and State)	22. YEARS COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
No. 13th Street - Urban Street Reconstruction Orange Ave. (SR 68) to Avenue D - Ft. Pierce	2010	2010

A. PROJECT OWNER	B. POINT OF CONTACT NAME	C. POINT OF CONTACT TELEPHONE NUMBER
City of Port St. Lucie	Jack Andrews, P.E.City Engineer	772-460-2200

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (include scope size, and cost)

As part of the American Recovery and Reinvestment Act (ARRA) of 2009, and with supplemental funding provided through a Local Agency Program (LAP) agreement, the City of Ft. Pierce proceeded with the reconstruction of North 13th Street from Orange Avenue (SR68) to just south of Avenue D in North/Central Ft. Pierce. North 13 Street is one of two primary north/south collector streets serving the north/northeastern part of the City of Ft. Pierce. The section of North of 13th Street from Orange Avenue to Avenue D was in need of substantial reconstructive repairs due to heavy existing use, age and recurrent periods of deferred maintenance. Project activities included reconstruction of the existing roadway bed and travel surfaces; reconstruction and construction of existing/new pedestrian facilities along the project corridor; rehabilitation and exterior reconstruction of the twin box culverts at Moore's Creek (tying into the overall Moore's Creek Community Enhancement and Linear Park project); street drainage and utility improvements; and, street lighting and landscape/ hardscape improvements the length of the project corridor.



CT File No.: 10-001

Challenges to the successful and timely completion of this project were; a need to maintain community access along the project corridor and to keep all project works within the existing right-of-way (width varies from 55 to 45 feet). Project funding restrictions did not permit any works to take place outside of the existing right-of-way.

Culpepper and Terpening, Inc. provided the City with comprehensive construction management and inspection services. As part of these services, C&T provided full contact administration, with special attention given to maintaining compliance with all federal reporting standards and requirements this was a federally funded project, through the FDOT.

Project Cost (Gross)				
$ 1,000,000				
Relevance to Submitted Project				
Survey	Design	Permitting	CEI	Other
			xx	

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME Culpepper & Terpening	(2) FIRM LOCATION (City and State) Ft. Pierce, FL	(3) ROLE CEI
b.	(1) FIRM NAME Ardaman & Assoc	(2) FIRM LOCATION (City and State) Port St. Lucie, FL	(3) ROLE Bridge Inspection
c.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

20. EXAMPLE PROJECT KEY NUMBER **06**

21. TITLE AND LOCATION (City and State)	22. YEARS COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
SR A1A @ Seaway and South Ocean Drive - Roundabout Ft. Pierce, Florida	2011	2012

A. PROJECT OWNER	B. POINT OF CONTACT NAME	C. POINT OF CONTACT TELEPHONE NUMBER
City of Ft. Pierce	Jack Andrews, PE City Engineer	772-467-3773

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT

As part of the multi-phased reconstruction of SR A-1-A (Seaway Drive/ South Ocean Drive) through the City of Ft. Pierce, the City sought to create a notable transportation/design feature at the unique intersection of Seaway and South Ocean Drives as opposed to standard "T-type" intersection that was originally included in the original project designs. After assessing the City's objectives at this location, Culpepper and Terpening provided full engineering and project management services associated with the construction of a traffic roundabout at this intersection.

The intersection of Seaway and South Ocean Drives (SR A-1-A) is a right-of-way constrained intersection. In order to minimize the amount of added project costs, the roundabout designs developed at this intersection was slightly off-set from center in order to avoid having to acquire additional right-of-way from the adjoining properties. The offset allows for the use of existing public lands and minimized the potential for added costs to the City through contested and time consuming right-of-way acquisitions.

CT File No.: 11-208

Project activities included roadway design, on-street parking improvements; drainage improvements; utility relocations and upgrades; sidewalk and street enhancement and street lighting.

Special to this project was the integration of this intersection into the access and function of the adjacent Ft. Pierce Jetty Park.

Design Services were valued at $40,310

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	Culpepper & Terpening	Ft. Pierce, FL	Survey/ Design/ Permitting and CEI
b.	Ardaman & Assoc.	Port St. Lucie, FL	Geo-Tech and Testing
c.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

20. EXAMPLE PROJECT KEY NUMBER **07**

21. TITLE AND LOCATION (City and State)	22. YEARS COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
Crosstown Parkway & Fairgreen Rd. - IntersectionPort St. Lucie, Florida	2011	2012

A. PROJECT OWNER	B. POINT OF CONTACT NAME	C. POINT OF CONTACT TELEPHONE NUMBER
City of Port St. Lucie	Jim Angstadt, PE City Engineer	772-871-5177

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (include scope size, and cost)

As part of the special conditions included in the Final Development Order associated with Verano Development of Regional Impact (DRI), Culpepper & Terpening, Inc., was contracted by Kolter Homes (Bob Fromm, PM (772-349-8000)) to provide services associated for the design, permitting and construction administration for a new signalized intersection at SW Fairgreen Road and SW Crosstown Parkway. Once completed the improvements were assigned to the City of Port St. Lucie.

The project design was fast tracked to meet tight timelines for the City of Port St. Lucie

Design Services were valued at $21,100.

CT File No.: 08-339.10

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	Culpepper & Terpening	Ft. Pierce, FL	Survey/ Design/ Permitting and CEI
b.	Ardaman & Assoc.	Port St. Lucie, FL	Geo-Tech
c.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

20. EXAMPLE PROJECT KEY NUMBER **08**

21. TITLE AND LOCATION (City and State)	22. YEARS COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
Weatherbee Road Safety Project - Sidewalk EnhancementSt. Lucie County, Florida	2010	2018

A. PROJECT OWNER	B. POINT OF CONTACT NAME	C. POINT OF CONTACT TELEPHONE NUMBER
St. Lucie County	Michael V. Powley, P.E. County Engineer	772-462-1707

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (include scope size, and cost)

St. Lucie County, in conjunction with the St. Lucie County School Board, obtained funding through the Safe Routes to Schools (SR2S) program for a pedestrian connection to the Weatherbee Elementary School, from the surrounding walkable community. C&T provided a fast track design and permitting for the installation of over 10,600 linear feet of sidewalk, affecting four (4) different roadways, to provide school children with a safe walking facility to and from the school. The project included the construction of a fully functional, pedestrian activated, traffic signal that provides a controlled location where pedestrians can cross Weatherbee Road, in front of the elementary school. Full project design and permitting was completed within 4 months of NTP in order to allow the construction of the sidewalk to commence during the summer (off-school) months.

CT File No.: 10-001

Design elements included major drainage reconstruction to the existing roadside swales in order to accommodate the new sidewalks; ADA compliance adjustments at all major intersections; the implementation of a pedestrian activated traffic signal; driveway adjustments to insure cross slope adherence, and pavement signage and markings for the entire project area. Project permits were obtained from Str. Lucie County, the South Florida Water Management District, North St. Lucie River Water Control District and the Florida Department of Transportation.

Design Services were valued at $151,764.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	Culpepper & Terpening	Ft. Pierce, FL	Survey/ Design/ Permitting and nstruction Services
b.	Ardaman & Assoc.	Port St. Lucie, FL	Geo-Tech
c.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

20. EXAMPLE PROJECT KEY NUMBER **09**

21. TITLE AND LOCATION (City and State)	22. YEARS COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
West Midway Road CEI St. Lucie County, Florida	2015	ON-GOING

A. PROJECT OWNER	B. POINT OF CONTACT NAME	C. POINT OF CONTACT TELEPHONE NUMBER
St. Lucie County	Mike Powley, PE County Engineer	772-462-1400

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (include scope size, and cost)

Culpepper and Terpening provided CEI services for the reconstruction of a 1.25 mile segment of West Midway Road, from South 25th street to west of Selvitz Road. This project included the reconstruction of the intersection of Selvitz Road and west midway road. Signalization upgrades were provided along with the piping of over 6,000 feet of a primary drainage canal lying adjacent to the roadway.

Professional services for this project included survey, design and permitting of full improvements at the intersection including upgrades of the mast arm system.

Relevant Activities: CEI, RCS, Public Awareness, MOT, Agency Coordination and NPDS Compliance.

CT File No.: 11-302

Relevance to Submitted Project				
Survey	Design	Permitting	CEI	Other
			xx	

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME Culpepper & Terpening	(2) FIRM LOCATION (City and State) Ft. Pierce, FL	(3) ROLE CEI
b.	(1) FIRM NAME Ardaman & Assoc.	(2) FIRM LOCATION (City and State) Port St. Lucie, FL	(3) ROLE Geo-Tech and Testing
c.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

20. EXAMPLE PROJECT KEY NUMBER **10**

21. TITLE AND LOCATION (City and State)	22. YEARS COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
SR 76 and I-95 CEI Martin County, Florida	2015	ON-GOING

A. PROJECT OWNER	B. POINT OF CONTACT NAME	C. POINT OF CONTACT TELEPHONE NUMBER
Martin County BOCC , Florida	Martin County BOCC , Florida	Martin County BOCC , Florida

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (include scope size, and cost)

Culpepper and Terpening provided CEI services for the reconstruction of the interchange of I-95 and SR 76, in Stuart, Florida. This project included the addition of thru lanes approaching the interchange, ramp modifications and signalization improvements.

Relevant Activities: CEI, RCS, Public Awareness, MOT, Agency Coordination and NPDS Compliance.

CT File No.: 15-040

Relevance to Submitted Project				
Survey	Design	Permitting	CEI	Other
			xx	

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME Culpepper & Terpening	(2) FIRM LOCATION (City and State) Ft. Pierce, FL	(3) ROLE CEI
b.	(1) FIRM NAME AECOM	(2) FIRM LOCATION (City and State) Stuart, FL	(3) ROLE CEI
c.	(1) FIRM NAME AACE	(2) FIRM LOCATION (City and State) Port St. Lucie	(3) ROLE Geo-Tech and Testing

G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

26. NAMES OF KEY PERSONNEL (From Section E, Block 12)	27. ROLE IN THIS CONTRACT (From Section E, Block 13)	28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below before completing table. Place "X" under project key number for participation in same or similar role.)									
		1	2	3	4	5	6	7	8	9	10
James P. Terpening, PE	Project Principal	X	X	X	X	X	X	X	X	X	X
Marcelo Dimitriou, PE	CEI Project Manager/ CEI Sr. Proj. Engineer/ Project Administrator	X	X	X	X	X	X	X	X	X	X
Chris Frederick	Sr. Inspector	X	X	X	X	X		X	X		X
Terri Gorman	Resident Compliance Specialist	X	X	X	X	X		x	X	X	X
Thomas P. Kiernan, PSM	Survey	X	X	X	X	X	X	X	X	X	X
Stefan K. Matthes, PE	On Call Engineering support for CEI related projects		X			X	X	X	X		

29. EXAMPLE PROJECTS KEY

No.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)	No.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)
1.	SAVONNA BLVD SIDEWALK W/ PED BRIDGE	6.	SR A-1-A @ SEAWAY DRIVE
2.	DARWIN BLVD SIDEWALK W/PED BRIDGE	7.	CROSSTOWN PARKWAY & FAIRGREEN RD
3.	MARPOSIA AVE SIDEWALK - PH III	8.	WEATHERBEE PED PROJECT
4.	S'walks - BAYSHORE/TORINO/CALIFORNIA/C. CLUB	9.	WEST MIDWAY ROAD CEI
5.	NORTH 13TH STREET	10.	SR 76 & I-95 - INTERCHANGE IMPROVEMENTS

H. ADDITIONAL INFORMATION

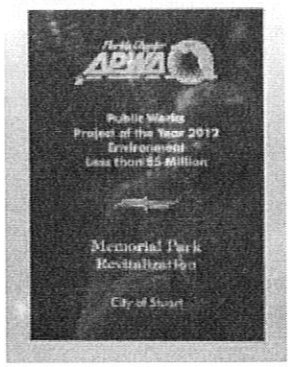
30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

C&T Industry Recognition

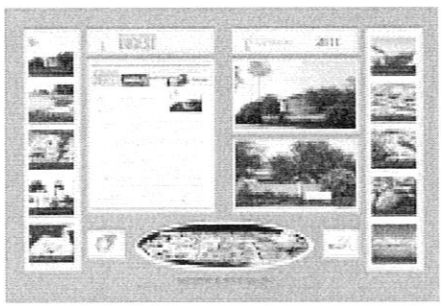
Culpepper & Terpening, Inc. is proud to have been recognized nationally for our outstanding Civil Engineering and Land Surveying Services. In 2012, we received an Outstanding Achievement Award from the Florida Stormwater Association and the Project of the Year from the American Public Works Association for projects in Martin County. In 2011, we received a Top Ten Project Award from Water and Wastes Digest for the City of Stuarts Memorial Park project and in 2008, we were the recipient o f the FICE Engineering Excellence Grand Award.

2012: FSA Outstanding Achievement Award

2012: APWA Project of the Year



2011: Water & Wastes Digest Top Projects Award



2008: FICE Engineering Excellence Grand

I. AUTHORIZED REPRESENTATIVE The foregoing is a statement of facts.

31. SIGNATURE..... 32. DATE 04/26/16

33. NAME AND TITLE Marcelo Dimitriou, P.E. - CEI Director

ARCHITECT - ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER (If any) RFQ #2016-0101

PART II - GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (OR BRANCH OFFICE) NAME Culpepper and Terpening, Incorporated			
2b. STREET 2980 South 25th Street			
2c. CITY Ft. Pierce	**2d. STATE** FL	**2e. ZIP CODE** 34981	
6a. POINT OF CONTACT NAME AND TITLE James "Butch" Terpening			
6b. TELEPHONE NUMBER 772-464-3537	**6c. E-MAIL ADDRESS** bterpening@ct-eng.com		

3. YEAR ESTABLISHED 1985	**4. DUNS NUMBER** 15-565-2795
5. OWNERSHIP	
TYPE	Corporation
SMALL BUSINESS STATUS	Yes
7. NAME OF FIRM (If block 2a is a branch office)	

8a. FORMER FIRM NAME(S) (If any)	8b. YR. ESTABLISHED	8c. DUNS NUMBER
CFS and Associates (Brett Culpepper)	1972	
JP Terpening, Corp. (Butch Terpening)	1979	

9. EMPLOYEES BY DISCIPLINE

a. Function Code	b. Discipline	c. No. of Employees (1) FIRM	c. No. of Employees (2) BRANCH
02	Administration	5	
08	CADD Tech	6	
12	Civil engineer (PE/EI)	8	
15	Construction Inspectors	4	
38	Land Surveyor	8	
47	Planner - Urban/Regional	1	
48	Project Managers	3	
	Other Employees		
	Total	35	

10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVG REV. FOR LAST 5 YRS

a. Profile Code	b. Experience	c. Revenue Index Number (see below)
C15	Construction Management	4
C16	Construction Surveying	4
H07	Hwys, Street, Airfield Paving	6
P06	Planning (Site, Installation and Project	5
L02/S10	Surveying, Mapping, Platting	6
T03	Traffic and Transportation	6
T04	Topo Survey and Map	3
S13	Stormwater Handling & Facilities	6
S04	Sewage Collection/ Treatment and Disposal	6
U03	Water Resources, Hydrology	4
W03	Water Supply, Treatment and Design	6
Z01	Zoning, Land Use Studies	4

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS (Insert revenue index number shown at right)

a. Federal Work	1
b. Non-Federal Work	7
c. Total Work	7

12. PROFESSIONAL SERVICES REVENUE INDEX NUMBER

1. Less than $100,000	6. $2 million to less than $5 million
2. $100,00 to less than $250,000	7. $5 million to less than $10 million
3. $250,000 to less than $500,000	8. $10 million to less than $25 million
4. $500,000 to less than $1 million	9. $25 million to less than $50 million
5. $1 million to less than $2 million	10. $50 million or greater

I. AUTHORIZED REPRESENTATIVE The foregoing is a statement of facts.

31. SIGNATURE ..... 32. DATE 04/26/16

33. NAME AND TITLE Marcelo Dimitriou, P.E. - CEI Director

20160101

SOLICITATION REQUEST

Department: Public Works Department Technical Specialist: Clyde Cuffy Extension: 7643

Item/Description of Work Summary: (This is the scope of work and is not to be included in the technical specifications) Construction Engineering Inspection (CEI) and Geotechnical Services for the construction of a 6-foot wide concrete sidewalk on the east side of Del Rio Blvd. from Port St. Lucie Blvd. to the western most California Blvd.

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 is 150 Days
Replacement: [ ] Yes [X] No Budgeted Amount: $94,083.00. If professional services what is the estimated construction cost $1,011,501 Any grant funds being used Yes
Liquidated damages amount; _____ Advertisement to Master List _____
If not budgeted, authorization from Director of OMB is required.

Account Number	Fund	Cost Center	Object Code	Project
3044105563005Y1409	304	4105	563005	Y1409

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

Bidder Name	Address	E Mail	Contact Person

Reason for purchase or service:
New sidewalk

If digging or trenching is required what is the depth? _____

If work is in water, what is the depth? _____ Is the water navigable? _____

If this is a building, how many stories? _____

Department Head Approval

3/17/16
Date

3/17/2016

"A City for All Ages"

CITY OF PORT ST. LUCIE

Electronic Request For Proposal #20160101
(E-RFP)

Construction Engineering and Inspection (CEI) for Del Rio Blvd. Sidewalk Construction

Prepared By:
Cheryl Shanaberger
Procurement Management Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099
772-871-7390
cheryls@cityofpsl.com

TABLE OF CONTENTS

DESCRIPTION PAGE

INVITATION TO E- BID 3

INTENT.....4

SUBMITTAL OF E-RFP.....4

TENTATIVE SCHEDULE 5

EVALUATION AND AWARD.....5

SPECIAL REQUIREMENTS 6

SAMPLE CONTRACT 7-21

FORMS

TRUTH-IN-NEGOTIATION CERTIFICATE AND AFFIDAVIT 22

QUESTIONNAIRE.....23-25

DRUG FREE WORKPLACE FORM.....26

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
E-VERIFY.....27

CERTIFICATE REGARDING LOBBYING 28

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION--PRIMARY COVERED TRANSACTIONS..... 29

NON-COLLUSION DECLARATION.....30-32

CHECKLIST.....33

INVITATION TO E-BID

This is an Electronic Request for Proposal #20160101 for Professional Construction Engineering and Inspection (CEI) and Geotechnical Services, for the Del Rio Boulevard Sidewalk Project. The project includes all work associated with the installation of a 6-foot wide concrete sidewalk on the east side of Del Rio Boulevard from Port St. Lucie Boulevard north to the western most side of California Boulevard as shown in the plans. This is an FDOT project and is to be completed per Plans, FDOT and LAP specifications, as described in the RFP and Contract documents. Proposals for the project will be received via Demandstar, 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, no later than **April 26, 2016 at 2:00:00 P.M. EST**.

All submittals must be received by the date and time specified above, when they will be opened and the names publicly read aloud. The proposal time must be and shall be scrupulously observed. Under no circumstances shall submittals uploaded to Demandstar.com after the time specified be accepted or considered. It is the sole responsibility of the Proposer to ensure that his or her submittal is uploaded on or before the closing date and time. The City shall in no way be responsible for delays caused by any power outages or internet failures. No exceptions will be made.

Electronic replies will be the **only** method allowed for Proposers to respond to this solicitation. All submittals must be compatible with Microsoft Office 2013 or PDF. All must be contained in two (2) PDF files, and in the order specified under title **SUBMITTAL OF E-REQUEST FOR PROPOSAL**. E-Bidding will be done through a secure locked box. Proposers can only view/submit their E-Request for Proposal and will not have access to any other Proposer's submittals. The Proposer's Proposal may be changed at the Proposer's discretion until the due date and time have been reached at which time the Proposer will no longer be able to change or have access to the electronic proposal submittal. The City will then open the E-Request for Proposals. Proposers who are E-Bidding for the first time are strongly encouraged to contact Demandstar at (800) 711-1712 or obtain assistance by e-mailing questions to supplierservices@onvia.com.

All questions related to the Request for Proposal must be directed to Cheryl Shanaberger in the Procurement Management Department. Questions shall be submitted in writing, if possible, at least **five (5)** days prior to E-RFP opening. Questions may be emailed to cheryls@cityofpsl.com. To ensure fair consideration for all Proposers, it must be clearly understood that Ms. Shanaberger is the only individual who is authorized to represent the City. Questions submitted to any other person in any other department will not be addressed. Additionally, the City prohibits communications initiated by a Bidder to any City Official or employee evaluating or considering the E-Bids **(up to and including the Mayor and City Council)**, from the request of solicitation of the bid to the time an award decision has been made, and a Contract has been executed.

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

Documents Required for this E-RFP: Completed Questionnaire and Form 330 (from proposing firm only, no subconsultants/subcontractors), Certified Minority Business Certificate (if applicable), W9, current Certificate of Insurance, current Licenses (state and professional), Drug Free Workplace Form, E-Verify Form, Certificate For Disclosure of Lobbying Activities Certificate Regarding Debarment, Non-Collusion Affidavit, and Checklist.

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.***

INTENT

The Engineer shall provide Construction Engineering and Inspection (CEI) Services for the Del Rio Boulevard Sidewalk Project. The project includes all work associated with the installation of approximately two and three quarters (2.75) mile of 6-foot wide concrete sidewalk on the east side of Del Rio Blvd. from Port St. Lucie Blvd. to the western most California Blvd. as shown and described in the construction plans.

The Engineering firm shall be paid with a Procurement Card- VISA.

SUBMITTAL OF E-REQUEST FOR PROPOSAL

All proposals shall be submitted by completing and returning the Questionnaire and form 330 (from proposing firm only, no subconsultants/subcontractors). The Questionnaire should be typed or printed and signed in black ink. All submittals are required to be electronic and be contained in two (2) files, and may be submitted in PDF format or Word. **No** hard copies will be accepted.

A. Request Bid Specifications, #20160101 from Onvia, via phone 800-711-1712 or via internet www.cityofpsl.com

B. Download the Questionnaire and save to your hard drive, program is in Word 2013 Professional. Enter information requested on the Questionnaire.

C. Electronically sign the Questionnaire where indicated.

D. File # 1-Upload in one PDF file and in the following order the Questionnaire for E-Request for Proposal #20160101, W9, current Certificate of Insurance, current licenses (state and professional), Drug Free Workplace Form, E-Verify Form, Certificate for Disclosure of Lobbying Activities, Certificate Regarding Debarment, Non Collusion Affidavit and checklist, onto Demandstar in one file by the due date and time. Acknowledge all Addenda on the Questionnaire.

E. File # 2- Submit Form 330 in a separate PDF file. (No Subconsultants/subcontractors form 330) Preferably pdf format.

F. Enter Zero on the web page for cost or you will receive an error message and your submittal will be denied.

G. The submittal button at the bottom of the page must be selected to complete the Bid response.

***** Only electronic replies are required. No hard copies will be accepted.**
Please try to limit each electronic submittal to no more than 1.5 mb ***

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

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.

TENTATIVE SCHEDULE

It is the intent of the City to have this project completed within a limited time frame. Therefore, priority will be given to firms who recognize and display the ability to work within the restrictions of the following tentative schedule:

REVIEW AND SELECTION PROCESS

Advertisement with Onvia DemandStar	April 4, 2016
Proposal Due	April 26, 2016 @ 2:00:00 P.M. EST
Evaluation Committee*	May 5, 2016 @ 8:30 A.M.
Q & A**	May 6, 2016 @ 1:00 – 5:00 P.M.
Tentative City Council Short List Approval	May 23, 2016
Tentative Negotiations***	June 2, 2016 @ 2:00 P.M.
Tentative City Council Contract Approval	June, 13, 2016

* Committee will meet in the Conference Room (390) in the Procurement Management Department.
**Committee will meet in the Conference Room (390) in the Procurement Management Department.

***Engineer shall prepare and submit a draft scope and fee proposal to the city at least 24 hours prior to the first negotiation meeting.

EVALUATION AND AWARD

Work shall be in accordance with FDOT 2016 Standard Index, and all approved Contract documents. See attachments for construction drawings.

The proposals will be reviewed and awarded points based on the response to the questionnaire as follows:

	CRITERION	*MAXIMUM SCORE*
A	Assigned Staff Experience (Questions 3)	35
B	Company CEI Experience (Question 2 & 4)	35
C	Understanding of Project Scope (Questions 5 and 6)	30
	Maximum Points	**100**

SPECIAL REQUIREMENTS

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

Public Entity Statement - Section 287.133 of the Florida Statutes places the following restrictions on the ability of persons convicted of public entity crimes to transact business with the City:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a consultant, supplier, sub consultant, 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 s. 287.017 for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list." § 287.133(2) (a), Fla. Stat. (2010)

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Sample
CITY OF PORT SAINT LUCIE
CONTRACT #20160101

This is a Time and Expense CONTRACT, executed this day of 20__, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipality, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, _____ Telephone No (xxx)xxx-xxxx , Fax No (xxx)xxx-xxxx, hereinafter called "Engineer", party of the second part.

RECITALS

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

SECTION I
NOTICES & DESCRIPTION OF SERVICES TO BE PROVIDED

The scope of work that the Engineer has agreed to perform pursuant to E-Request for Proposal #20160101 for Construction Engineering and Inspection (CEI) and Geotechnical (GEO) Services for the Del Rio Boulevard Sidewalk Project, in accordance with the Plans, Contract Documents and all addenda listed herein.

Notices

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

City Contract Administrator: Procurement Management Department
Attn: Cheryl Shanaberger
City of Port St. Lucie
121 SW Port St. Lucie, Blvd.
Port St. Lucie, FL. 34984
Telephone 772 873 6338 Fax 772 871 7337
Email: cheryls@cityofpsl.com

City Project Manager: Clyde Cuffy
Project Coordinator
City of Port St Lucie
121 SW Port St. Lucie Blvd
Port St. Lucie, FL 34984
Telephone #772 871 7643 Fax # 772-871-5289
Email: ccuffy@cityofpsl.com

Engineer:

Scope of Work

The Engineer shall provide Construction Engineering and Inspection (CEI) Services for the Del Rio Boulevard Sidewalk Project. The project includes all work associated with the installation of approximately two and three quarters (2.75) mile of 6-foot wide concrete sidewalk on the east side of Del Rio Blvd. from Port St. Lucie Blvd. to the western most California Blvd. as shown and described in the construction plans.

The CEI services shall include, but is not limited to:

- Field Adjustments
- Provide design modifications as needed
- Field observations
- Coordination and meetings with the Contractor, City, public utility companies, land owners and testing firms
- Prepare and maintain all meeting minutes
- Review all Contractor's change orders
- Review Contractor's pay estimates, pay requests, and schedules
- Review shop drawings
- Review of test results
- Preparation of project progress reports
- Coordination of permit conditions and compliance
- Provide City with copies of project records
- Respond to request of information by the Contractor
- Certification of Record Drawings
- Certification of completion per FDOT LAP requirements
- Maintenance of project records and documents in accordance with FDOT LAP requirements.
- Geotechnical services and testing

Tests should include but not limited to the following:

Sidewalk:

- Density Testing
- Concrete compressive strength testing
- Proctor tests

Storm Drain Density Testing:

- Structures - Density testing
- Piping - Density tests
- Driveway Repair testing
- Concrete compressive strength testing
- Atterberg Limits Testing (for clayey soils)
- Percent Fines Testing (for clayey soils)
- Proctor tests.

DELIVERABLES

The Engineer shall be required to prepare and submit the following:

1. A Construction Completion Package (2 hard copies) for the City's records. The package will include the following:
   A) Dated final as-built schedule, time file and daily work reports.
   B) Field survey/geotechnical verification data provided to Engineer by the Contractor and/or City.
   C) Final as-built plans provided to Engineer by the Contractor.
   D) Documentation of progress meetings, and any other pertinent project meetings with dates and notes.
   E) Documentation of all field decisions which caused any deviation from the plans and/or specifications.
   F) Documentation of all testing results.
   G) Documentation of progress payments and final payment to the Contractor.
   H) Copies of all RFIs and responses, and change order requests provided by the Contractor. Copies of all executed changes to the contract.
   I) Copies of the final inspection punch lists developed, with dates of item resolution.
   J) All other project records developed.
2. Prepare CD/DVD containing electronic copy of all deliverables in PDF format.
3. Provide the City with signed and sealed test results.

The Engineer shall observe work performed, material used, and determine if the work has been completed in accordance with the construction contract and FDOT LAP requirements.

SECTION II
TIME OF PERFORMANCE

Contract period shall start _____, 20__ and terminate _____, 20__, one hundred and fifty (150) calendar days thereafter. In the event all work required in the proposal specifications has not been completed by the specified date, the Engineer agrees to provide work as authorized by the Contract Supervisor until all work specified in the proposal specifications has been rendered.

SECTION III
COMPENSATION

This is a Time and Expense Contract. The total amount to be paid by the City to the Engineer is based on actual time spent on this project with a *Not To Exceed* contract total of $_____, which includes a $10.00 indemnification fee. The City will not pay for out-of-pocket expenses (Office Supplies & Utilities), sub-Consultant fees or any reimbursable expense.

Engineer VISA Payment Procedures

1. A ghost account with Bank of America (BOA) will be established for the project. The account dollar limit will be established by the City's estimate of monthly expense. The account will also have limits as per the MCC code. Reasonable total invoice amounts will also be established. The ghost account will be entered with the proper expense codes. The Engineer will be provided this ghost account number to process payments.
2. A purchase order to the Engineer for this project may not be issued.
3. The Engineer will send the project manager by the 1st of each month a detailed pay request listing employee title, hours of work, hourly rate and related tasks that are completed. Partial release of liens will be provided if subcontractors were used by Engineer.
4. The Project Manager (PM) will audit to determine that work and materials that are being billed have been completed and installed as per contract specifications. The PM will verify the partial release of liens. The PM will sign documents that state the payment is correct and payment by the City is authorized.
5. The PM will email the approved pay request to the Contract Specialist, City's P-Card Administrator and the Engineer to proceed with placing the charge on the BOA specified account.
6. The Engineer may not place the charge on the ghost account until contacted by the City giving approval. Under no circumstances will the account be used between the 1st and 5th of the month.
7. Invoices that are not approved by the PM will be returned to the Engineer with a detailed explanation.
8. Procurement Management Department will balance statement and issue all dispute items.
9. Procurement Management Department will produce summary sheet and send all documentation to Finance for payment.

All work compensated for under this Contract, including partial payments, shall become the property of the City of Port St. Lucie without restrictions or limitations. Work under this Contract shall include but not be limited to sketches, tracings, drawings, computations, details, design calculations, plan, electronic files and other related documents. The Engineer shall not be held liable for any reuse of the work and shall not be held liable for any modifications made to the work by others.

All invoices and correspondence relative to this Contract must contain the last 4 digits of the BOA ghost account and Contract number.

SECTION IV

CONFORMANCE WITH PROPOSAL

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

SECTION V
INDEMNIFICATION/INSURANCE

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

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

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

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

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

Each occurrence	$1,000,000
Personal/advertising injury	$1,000,000
Products/completed operations aggregate	$2,000,000
General aggregate	$2,000,000

Fire damage	$100,000 any 1 fire
Medical expense	$10,000 any 1 person

An Additional Insured endorsement **must** be attached to the certificate of insurance and must include coverage for Completed Operations (should be CG2026- Designated Person or Organization endorsement, or similar endorsement) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the CITY. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed. Coverage shall extend to independent Engineers and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurer's clause.

Engineer shall agree to maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than $1,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds $10,000 the City reserves the right, but not the obligation, to review and request a copy of Engineer's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, the Engineer warrants the retroactive date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, Engineer shall agree to purchase a SERP with a minimum reporting period not less than three (3) years.

The Engineer shall agree to maintain Business Automobile Liability at a limit of liability not less than $1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the Engineer does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Engineer to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage should 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 with a CG 2026- Designated Person or Organization endorsement, or similar endorsement, 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, Contract **#20160101 Construction Engineering and Inspection for Del Rio Blvd. Sidewalk Construction**, shall be listed as additionally insured,". The Certificate of Insurance and policy shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Engineer shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements should be attached to the Certificate of Insurance. All independent Engineers and

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

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

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

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

The Engineer may satisfy the minimum limits required above for 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 Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability Policy is written on 'Non-Follow Form," the City shall be endorsed as an "Additional Insured."

The City, by and through its Risk Management Department, reserves the right, but not the obligation, to review and reject any insurer providing coverage. A failure on the part of the Engineer to execute the contract and or punctually deliver the required insurance certificates and other documentation may be cause ofr annulment of the award.

SECTION VI
PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

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

SECTION VII
WORK CHANGES

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the Contract price and time for completion. All changes will be authorized by a written change order signed by the Director of the Procurement Management Department or his/her designee as representing the City. Work shall be changed and the contract price and completion time shall be modified only as set out in the written change order. Any

adjustment in the contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties.

SECTION VIII
COMPLIANCE WITH LAWS

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

No member, officer or employee of the Agency or of the locality during their tenure or for two (2) years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

RECORDS

The City of Port St. Lucie is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law.

CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to Section 119.0701, F.S.

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

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

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

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

3. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the

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

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

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

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

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

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

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

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

Title VI

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

Title VI

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

(1) **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to 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.

EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the ENGINEER must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the ENGINEER must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the ENGINEER is a state or local government, the ENGINEER may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as design and permitting. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Engineers, Engineers, sub-contractors and/or sub-recipients shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Engineer shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. Department of Transportation (DOT) assisted contracts. Failure by the contractor to carry out these requirements is a material breach of the contract which may result in termination of the contract or such other remedy as the recipient deems appropriate. Good faith efforts shall be made to encourage subcontracts with State of Florida Department of Transportation (FDOT) Certified DBEs.

For a list of certified DBEs please go to the Equal Opportunity Office on the FDOT website at: https://www3.dot.state.fl.us/EqualOpportunityOffice/biznet/mainmenu.asp

The FDOT's DBE Program race-neutral goal is **9.91%.** To view their plan, methodology for determining their goal and learn more about the DBE Program visit FDOT's website at: http://www.dot.state.fl.us/equalopportunityoffice/dbeplan.shtm

SECTION IX
ADDITIONAL REQUIREMENTS

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

An evaluation form of the Engineer will be sent to the Project Manager upon completion of the project.

SECTION X
LICENSING

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

SECTION XI
SAFETY PRECAUTIONS

Precaution shall be exercised at all times for the protection of persons, including employees, and property. All plans and construction must be ADA compliant. The safety provisions of all applicable laws and building and construction codes shall be observed. The selected Proposer will submit all proposals in compliance with the 28 C.F.R. § 35.151. Where ADA and Florida Building Codes do not agree the most stringent applies or ADA supersedes.

SECTION XII
ASSIGNMENT

Engineer shall not delegate or subcontract any part of the work under this Contract or assign any monies due him hereunder without first obtaining the written consent of the City.

SECTION XIII
TERMINATION

If the Engineer refuses or fails to prosecute the work with such diligence as will insure its completion within the time specified in this Contract, or as may be modified in accordance with this Contract, the City by written notice to the Engineer, may terminate Engineer's rights to proceed. On such termination, the City may take over the work and prosecute the same to completion, by contract or otherwise, and the Engineer and his sureties shall be liable, jointly and severely to the City for any additional cost incurred by it in its completion of the work.

The City may terminate this Contract with or without cause by giving the Engineer thirty (30) days notice in writing. Upon delivery of said notice the Engineer 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. In the event of termination, the Engineer will be paid for all services rendered to the date of termination, all expenses subject to reimbursement hereunder.

SECTION XIV
LAW AND VENUE

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

SECTION XV
APPROPRIATION APPROVAL

The Engineer 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 Engineer agrees that, in the event such appropriation is not forthcoming, this Contract may be terminated by the City and that no charges, penalties or other costs shall be assessed.

SECTION XVI
RENEWAL OPTION

Not Applicable

SECTION XVII
ENTIRE AGREEMENT

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.

SECTION XVIII
TRUTH-IN-NEGOTIATIONS

In accordance with the provisions of Section 287.055, Florida Statutes, the Engineer agrees to execute a truth-in-negotiations certificate and agrees that the original contract price and any additions may be adjusted to exclude any significant sums by which the contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs.

SECTION XIV
CONFLICT OF INTEREST

The City hereby acknowledges that the Engineer may be performing professional services for private developers within the Treasure Coast area. Should a conflict of interest arise between providing services to the City and/or other clients, the Engineer shall terminate its relationship with the other client to resolve the conflict of interest. The City Manager shall determine whether a conflict of interest exists. At the time of each Project Proposal the Engineers shall disclose all of their Treasure Coast clients and related Scope of Work.

SECTION XX
PROHIBITION AGAINST CONTINGENT FEES

The Engineer warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer to solicit or secure this contract and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Engineer any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this contract.

(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)

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.
(s/he)

WITNESS my hand and official seal, this _____ day of _____, 2016.

_____
Notary Signature

Notary Public State of _____ at Large.

My Commission Expires _____.

(*Seal*)

TRUTH-IN-NEGOTIATION CERTIFICATE AND AFFIDAVIT
E-RFP # 20160101- CEI for Del Rio Blvd. Sidewalk Construction Project

STATE OF FLORIDA §
COUNTY OF §

Before me, the undersigned authority, personally appeared affiant _____.
who being first duly sworn, deposes and says:

1. That the undersigned firm is furnishing this Truth in Negotiation Certificate pursuant to Section 287.055(5)(a) of the Florida Statutes for the undersigned firm to receive an agreement for professional services with the City of Port St. Lucie, St. Lucie County, Florida.
2. That the undersigned firm is a corporation which engages in furnishing professional Construction Engineering and Inspections and Geotechnical services and is entering into an agreement with the City of Port St. Lucie, St. Lucie County, Florida to provide professional services for a project known as **#20160101- CEI Del Rio Boulevard Sidewalk Construction** project.
3. That the undersigned firm has furnished the City of Port St. Lucie, St. Lucie County, Florida a detailed analysis of the cost of the professional services required for the project.
4. That the wage rate information and other factual unit cost, which the undersigned firm furnished, were accurate, complete and current at the time the undersigned firm and the City of Port St. Lucie entered into the agreement for professional services on the project.
5. That the agreement which the undersigned firm and the City of Port St. Lucie entered into on this job contained a provision that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the City of Port St. Lucie determines the agreement price was increased due to inaccurate, incomplete or non-current wage rates or other factual unit cost and that all such agreement adjustments shall be made within one (1) year following the end of the agreement.

FURTHER AFFIANT SAYETH NAUGHT

_____
Name of Firm

_____
By: President

The foregoing instrument was acknowledged before me by _____who is personally known to me.

WITNESS my hand and official seal in the State of County last aforesaid this __th day of _____, 20__.

(SEAL)

_____
Signature

_____
Notary Name (typed or printed)

_____
Title or Rank

Questionnaire/Bid Reply
RFP #20160101
CEI for Del Rio Blvd. Sidewalk Construction

It is understood and agreed that the following information is to be used by the City of Port St. Lucie to determine the qualifications of the personnel and firm as presented in this document. The Proposer waives any claim against the City that might arise with respect to any decision concerning the qualifications of the Proposer or the personnel of the Proposer.

The undersigned attests to the truth and accuracy of all statements made on this questionnaire. Also, the undersigned hereby authorizes any public official, Engineer, Surety, bank material or equipment manufacturer or distributor, or any person, firm or corporation to furnish the City of Port St. Lucie any pertinent information requested by the City deemed necessary to vary the information on this questionnaire.

Dated this _____ day of _____, 2016

_____
Name of Organization / Proposer

(This is a word document please add space as needed.)

1. Firm's office address, telephone, fax number, e-mail address and contact person for this project.
   (This is a word document add lines as needed)

2. Number of years your firm has been in business performing this service._____

3. List all proposed personnel assigned to this project, (including all subconsultants) to include title, certifications, and years of experience relevant to this project scope. (CEI & GEO)

Staff/Company Name	Title	Years Experience	Licenses	Certifications	Other

(This is a word document add lines as needed)

4. List the CEI projects awarded by other government agencies to your firm in the past 24 months that were similar to the size and scope of this project.

Project	Date of Award	Responsibility	Is Work Completed/	Amount of Contract

(This is a word document add lines as needed)

5. Outline your understanding of the project and discuss any potential challenges and/or issues specific to this project.
(Limit 2 pages)

6. Please provide a brief outline and procedures your firm would utilize to interface, document, and resolve complaints with local residents and business owners who are impacted either directly or indirectly by the project in a timely manner. (Limit 1 page)
(This is a word document add lines as needed)

***Please submit Form 330 in a separate file (no sub Engineer/subcontractors), preferably pdf format.

ADDENDUM ACKNOWLEDGMENT - Proposer acknowledges that the following addenda have been received and are included in his/her proposal:

Addendum Number	Date Issued

CERTIFICATION:

This E-Request for Proposal is submitted by: Name (print) _____ who is an officer of the above firm duly authorized to sign proposals and enter into contracts. I certify that this E-Request for Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair

and without collusion or fraud. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to comply with all requirements stated in the specifications for this E-Request for Proposal, and to accept the City's Contract in its entirety.

I agree to abide by all conditions of this E-Request for Proposal.

_____ _____

Signature Title

(Balance of Page Intentionally Left Blank)

DRUG-FREE WORKPLACE FORM

E-RFP #20160101 CEI for Del Rio Blvd. Sidewalk Construction

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

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

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

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

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

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

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

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

_____
Proposer's Signature

_____
Date

*****ALL SUBCONTRACTORS ARE REQUIRED TO FILL OUT THIS FORM AND SUBMIT WITH BID PACKAGE*****

E-RFP#20160101

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
E-VERIFY

Construction Engineering and Inspection (CEI) Del Rio Blvd. Sidewalk Construction

375-040-68
ROCUREMENT
06/11

Contract No:_____

Financial Project No(s):_____

Project Description:_____

_____

_____

Vendor/Engineer acknowledges and agrees to the following:

Vendor/Engineer:

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/Engineer 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:_____

E-RFP #20160101
CERTIFICATION REGARDING LOBBYING
Construction Engineering and Inspection (CEI) Del Rio Blvd. Sidewalk Construction

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 sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients 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 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*****

E-RFP #20160101

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--PRIMARY COVERED TRANSACTIONS

Construction Engineering and Inspection (CEI) Del Rio Blvd. Sidewalk Construction

The Bidder certifies that, the firm or any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;

(b) have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property

(c) are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Bidder certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the Florida Department of Transportation."

Company Name:_____

Authorized By:_____
(Sign) (Print Name)

Title:_____ Date:_____

CITY OF PORT ST. LUCIE, FLORIDA
E-RFP NO. 20160089

PROJECT TITLE: CEI & GEO for Cameo Blvd. Sidewalk

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

NON-COLLUSION DECLARATION AND COMPLIANCE WITH 49 CFR §29.

ITEM/SEGMENT NO.: F.A.P. NO _____

MANAGING DISTRICT: _____

PARCEL NO.: COUNTY OF: _____

BID LETTING OF: _____

I, _____, hereby
(NAME)

declare that I am _____ of _____
(TITLE) (FIRM)

of _____
(CITY AND STATE)

and that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid on this State Project.

I further declare that:

1. The prices(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition with any other contractor, bidder or potential bidder.

2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.

3. No attempt has been made or will be made to solicit, cause or induce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.

4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.

5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.

6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.

7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this Declaration.

8. As required by Section 337.165, Florida Statutes, the firm has fully informed the Department of Transportation in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(l)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.

9. I certify that, except as noted below, neither my firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of Federal funds:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; violation of Federal or
State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(c) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

(d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default.

10. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency unless authorized by the Department.

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (10), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

EXCEPTIONS:

(Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action. Providing false information may result in criminal prosecution and/or administrative sanctions.)

I declare under penalty of perjury that the foregoing is true and

correct. CONTRACTOR: (Seal)

BY: _____ _____

WITNES

S: NAME AND TITLE PRINTED

BY: _____ _____

WITNES

S: SIGNATURE

Executed on this _____ day of _____ , _____

FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE

REQUIRED CONTRACT PROVISIONS

This certification applies to subcontractors, material suppliers, vendors and other lower tier participants.
- Appendix B of 49 CFR Part 29 -
Appendix B--Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

Instructions for Certification below.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out

2. The certification in this clause is a material representation of fact upon which reliance was placed when thistransaction was entered. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

CHECKLIST
E-Request for Proposal #20160101
Construction Engineering and Inspection (CEI) Del Rio Blvd. Sidewalk Construction

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.

_____ Documents uploaded in one (1) .pdf file and in this order: Questionnaire for E-Request for Proposal #20160101, Certified Minority Business Certificate (if applicable), W9, current Certificate of Insurance, current License, Drug Free, E-Verify Form, Certificate Regarding Lobbying, Certificate Regarding Debarment, Non- Collusion Affidavit, Checklist onto Demandstar by the due date and time.

____ All questions on the questionnaire are complete and thoroughly answered

_____ Each Bid Addendum (when issued) is acknowledged

_____ Reviewed the Contract and accept all City Terms and Conditions

_____W9 form

_____ Current Certificate of Insurance

_____Current Licenses

_____Drug Free Workplace Form

_____E-Verify Form

_____Certificate Regarding Lobbying

_____Certificate Regarding Debarment

_____Non Collusion Declaration

_____Checklist

_____ File # 2- Form 330 (No subconsultants/subcontractors)

*****ALL BIDDERS ARE REQUIRED TO FILL OUT THIS FORM AND SUBMIT WITH BID PACKAGE*****

BID OPENING ATTENDANCE
RFP# 20160101 CEI Del Rio

April 26 @ 2:00 p.m.

	Agency	Print Name	E-Mail
1	PSL	Cheryl Sharabeyer	Cheryl.s@cityofpsl.com
2	PSL	Robyn Holder	Rholder@cityofpsl.com
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			

Evaluation ATTENDANCE
RFP# 20160101 CEI Del Rio

May 5, 2016 @ 8:30 a.m.

	Agency	Print Name	E-Mail
1	City of Port St Lucie	Edith Majewski	
2	MILESTONE Const. Grp	Vernon Hackett	Vernon@mcg-eng.com
3	MILESTONE CONST GRP	JIM FRYE	JIM@MCG-ENG.COM
4	CITY OF PSL	Dan Giesey	
5	CITY OF PSL	JIM ANGSTADT	jangstadt@cityofpsl.com
6	PSL	Cheryl Shanebeg	Cheryls@cityofpsl.com
7	Culpepper & Terpening	DENNIS Murphy	DMurphy@CT-ENG.com
8			
9			
10			
11			
12			
13			

Q & A ATTENDANCE
RFP# 20160101 CEI Del Rio

May 6, 2016 @ 1-5 p.m.

	Agency	Print Name	E-Mail
1	American	Jack Knowlton	jknowlton@acp-fl.com
2	AMERICAN	BRIAN MIRSON	bmirson@acp-fl.com
3	AMERICAN	Rusty Batchelor	rbatchelor@acp-fl.com
4	City of Port St Lucie	Edith Majewski	emajewski@cityofpsl.com
5	CITY OF PORT ST. LUCIE	JIM ANGSTADT	jangstadt@cityofpsl.com
6	CITY OF PSL	Dan Giesey	dgiesey@cityofPSL.com
7	MILESTONE CONST. GRP	Vernon Hackett	Vernon@mcg-eng.com
8	"	Jim Fryr	Jim@MCG-ENG.COM
9	"	James Ashton	James@mcgreng.com
10	ANDERSEN ANDRE CONSULTING ENGINEER	PETER ANDERSEN	PANDERSEN@AACEINC.COM
11	C & T	CHRIS FREDERICK	CFREDERICK@CT-ENG.COM
12	C & T	MARCELO DIMITROV	mdimitrov@ct-eng.com
13	PSL	Cheryl Sharabega	cheryls@cityofpsl.com

User: **Shanaberger, CPPO, Cheryl** Organization: **City of Port St. Lucie, Procurement Management Department** Logout | Help

DEMANDSTAR by ONVIA

My DemandStar **Buyers** Account Info

Log Bid **[View Bids]** **Log Quote** **View Quotes** **Supplier Search** **Build Broadcast List** **Reports**

Tabulation Sheet

Agency Name	City of Port St. Lucie, Procurement Management Department
Bid Number	RFP-20160101-0-2016/CS
Bid Name	CEI and GEO for Del Rio Blvd. Sidewalk
Bid Due Date	4/26/2016 2:00:00 PM Eastern time
Bid Opening	**Closed**

5 total responses found. ✓ online, offline, • not submitting, not received

	Company Δ	Responded	Address	Bid Amt	Alt Bid Amt	Documents	Sent	Notes	Actions
Complete									
1.	AE Engineering Inc	4/26/2016 1:40:11 PM	9180 Silver Glen Way Lake Worth, FL 33467	$0.00		Checklist Letter of Understanding of Project & Approach Questionnaire Debarment Form Drug Free Workplace Form Current Certificate of Insurance Non-collusion Affidavit Form Certification Regarding Lobbying Form 330 Vendor Code of Ethics W-9 form	✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓		Details, Documents, History
2.	American Consulting Professionals, LLC	4/26/2016 12:12:21 PM	2000 Palm Beach Lakes Boulevard Suite 1000 West Palm Beach, FL 33409	$0.00		Checklist Letter of Understanding of Project & Approach Questionnaire Debarment Form Drug Free Workplace Form Current Certificate of Insurance Non-collusion Affidavit Form Certification Regarding Lobbying Form 330 Vendor Code of Ethics W-9 form	✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓		Details, Documents, History
3.	Culpepper & Terpening Inc	4/26/2016 1:37:02 PM	2980 South 25th Street Ft. Pierce, FL 34981	$0.00		Checklist Letter of Understanding of Project & Approach Questionnaire Debarment Form Drug Free Workplace Form Current Certificate of Insurance Non-collusion Affidavit Form Certification Regarding Lobbying Form 330 Vendor Code of Ethics W-9 form	✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓		Details, Documents, History
4.	Knight, McGuire & Associates, Inc.	4/26/2016 11:16:54 AM	80 Royal Palm Pointe Suite 401 Vero Beach, FL 32960	$0.00		Checklist Letter of Understanding of Project & Approach Questionnaire Debarment Form Drug Free Workplace Form Current Certificate of Insurance Non-collusion Affidavit Form Certification Regarding Lobbying Form 330 Vendor Code of Ethics W-9 form	✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓		Details, Documents, History
5.	Milestone Construction Group, Inc	4/21/2016 12:29:04 PM	1391 NW St. Lucie West Blvd.: Suite 300 Port St. Lucie, FL 34986	$0.00		Checklist Letter of Understanding of Project & Approach	✓ ✓		Details, Documents, History

						Questionnaire	✓		
						Debarment Form	✓		
						Drug Free Workplace Form	✓		
						Current Certificate of Insurance	✓		
						Non-collusion Affidavit Form	✓		
						Certification Regarding Lobbying	✓		
						Form 330	✓		
						Vendor Code of Ethics	✓		
						W-9 form	✓		

<< Return

Manage Bid Tabulation

Planholder Responses

When adding a manual response, you can select a vendor off the Planholders List or add a new vendor.

(Select a Planholder) Add a Planholder Edit Planholders...

Publish Tabulation Sheet

Once you have reviewed the tabulation sheet details, you may create a downloadable PDF version.

☐ Include Non-Compliant Supplier details

Publish as PDF Bid Documents...

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User: **Shanaberger, CPPO, Cheryl** Organization: **City of Port St. Lucie, Procurement Management Department** Logout | Help

DEMANDSTAR by ONVIA

My DemandStar Buyers Account Info

Log Bid **[View Bids]** **Log Quote** **View Quotes** **Supplier Search** **Build Broadcast List** **Reports**

Bid Details

Bid Information

EDIT

Agency	City of Port St. Lucie, Procurement Management Department
Bid Type	Request for Proposal
Bid Number	RFP-20160101-0-2016/CS
Fiscal Year	2016
Bid Writer	Cheryl Shanaberger, CPPO
Bid Name	CEI and GEO for Del Rio Blvd. Sidewalk
Bid Status	Under Evaluation
Bid Status Text	None
Award To	
Due Date/Time	4/26/2016 2:00 PM Eastern
Broadcast Date	4/4/2016
Bid Bond	none
Project Estimated Budget	$94,000.00
Plan (blueprint) Distribution Options	None
Distribution Method	Download and Mail
Distributed By	Onvia DemandStar
Distribution Notes	None
Scope of Work	The Engineer shall provide Construction Engineering and Inspection (CEI) Services for the Del Rio Boulevard Sidewalk Project. The project includes all work associated with the installation of approximately two and three quarters (2.75) mile of 6-foot wide concrete sidewalk on the east side of Del Rio Blvd. from Port St. Lucie Blvd. to the western most California Blvd. as shown and described in the construction plans. The CEI services shall include, but is not limited to: • Field Adjustments • Provide design modifications as needed • Field observations • Coordination and meetings with the Contractor, City, public utility companies, land owners and testing firms • Prepare and maintain all meeting minutes • Review all Contractor's change orders • Review Contractor's pay estimates, pay requests, and schedules • Review shop drawings • Review of test results • Preparation of project progress reports • Coordination of permit conditions and compliance • Provide City with copies of project records • Respond to request of information by the Contractor • Certification of Record Drawings • Certification of completion per FDOT LAP requirements • Geotechnical services and testing Tests should include but not limited to the following: Sidewalk: • Density Testing • Concrete compressive strength testing • Proctor tests

Storm Drain Density Testing:
- Structures - Density testing
- Piping - Density tests
- Driveway Repair testing
- Concrete compressive strength testing
- Atterberg Limits Testing (for clayey soils)
- Percent Fines Testing (for clayey soils)
- Proctor tests.

DELIVERABLES

The Engineer shall be required to prepare and submit the following:
1. A Construction Completion Package (2 hard copies) for the City's records. The package will include the following:
A) Dated final as-built schedule, time file and daily work reports.
B) Field survey/geotechnical verification data provided to Engineer by the Contractor and/or City.
C) Final as-built plans provided to Engineer by the Contractor.
D) Documentation of progress meetings, and any other pertinent project meetings with dates and notes.
E) Documentation of all field decisions which caused any deviation from the plans and/or specifications.
F) Documentation of all testing results.
G) Documentation of progress payments and final payment to the Contractor.
H) Copies of all RFIs and responses, and change order requests provided by the Contractor. Copies of all executed changes to the contract.
I) Copies of the final inspection punch lists developed, with dates of item resolution.
J) All other project records developed.
2. Prepare CD/DVD containing electronic copy of all deliverables in PDF format.
3. Provide the City with signed and sealed test results.

The Engineer shall observe work performed, material used, and determine if the work has been completed in accordance with the construction contract and FDOT LAP requirements.

E-Bidding Yes

E-Bidding

EDIT

View Supplier Info on Tabulation Sheet prior to bid opening Yes

Required Documents
1. Checklist
2. Letter of Understanding of Project & Approach
3. Questionnaire
4. Debarment Form
5. Drug Free Workplace Form
6. Current Certificate of Insurance
7. Non-collusion Affidavit Form
8. Certification Regarding Lobbying
9. Form 330
10. Vendor Code of Ethics
11. W-9 form

Legal Ad

VIEW

Please select either the View or Edit button to manage legal ad.

Pre-Bid Conference

NONE

Publications

No Publications Data Found

Documents

EDIT

Bid Package **RFP CEI & GEo Del Rio Blvd Sidewalk** (Complete)
plans (91 Pages, Complete)

Award **Notice of Q & A Session** (1 Page, Complete)
Committee Scores (2 Pages, Complete)

Commodity Codes

SRV-918-42 - Engineering Consulting
SRV-925-00 - ENGINEERING SERVICES, PROFESSIONAL
SRV-925-33 - Engineer Services, Professional
SRV-925-36 - Engineering Services (Not Otherwise Classified)

Statistics

Planholders There are 16 planholders for this bid

Broadcast List 944 suppliers have been notified

Supplemental Suppliers	0 Supplemental Suppliers
Filtered	No
Post-Bid Viewers	10 viewer(s)

<< Return

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GUIDELINES FOR USING RFP EVALUATION FORM #20160101

The principle of fair and open competition in public procurement prohibits the use of any evaluation criteria other than those listed in the solicitation. These criteria must be applied to the responses without change, deletion, or expansion. A protest from a respondent whose proposal was rejected by an evaluation committee using criteria not identified in the published solicitation has a good chance of successfully protesting the award.

Weighting Scores:

Criteria that have more importance (weight) than others are assigned a multiplier or weight factor. Weights are fixed values that indicate the *relative importance* of the criterion, not the quality of the response. The weight factor 2 might represent *important; 4, moderately important;* and 5, *very important.* The established weights must be applied to the responses without change, deletion, or expansion.

Assigning points:

Points are awarded according to the quality of the response with respect to each criterion. On a 0 to 5 point scale, for example, 0 would represent an unacceptable response; 1, a poor response; 2, satisfactory; 3, good; 4, very good; and 5, excellent. (The 0 to 5 point scale is the easiest to apply).

Completing the form:

The form has four columns (lettered A through D). When the evaluator receives the form, Columns A and B is completely filled out: Column A identifies the criterion being scored; Column B shows the weight (1, 3, or 5, for example) assigned to each criterion. Columns C and D are filled out and contain the maximum number of points that can be assigned (on the 0 to 5 point scale shown previously, the maximum is 5).

In the first step in the independent review each committee member chooses the best response to each criterion from the responses received. That response is awarded the maximum point value, and the other responses are assigned fewer points according to how they compare with the best response. (In other words, the best response is determined in relation to the other responses rather than in relation to an ideal.) This process does not eliminate the possibility of multiple firms receiving the same score on one or more of the individual criteria. However, it is incumbent of the committee member to assess each response to identify, even if it is just one item, which differentiates one submittal as the very best in relation to the others. It is important to note that this in an **independent** review and there is to be no discussion or meeting at this time concerning the selection. You may make notes or mark down questions that may be addressed only during the committee meeting.

In order to work with responses that fail to address certain criteria or that take exception to them, the person may evaluate below the assigned point range and award zero or negative scores. For example, if a respondent states explicitly that a particular requirement will not be met, a negative score equal to the highest possible number of points (say, -5) is circled. If a respondent simply fails to address a requirement, a point value of zero is selected. The use of negative or zero scores should be discussed at the committee meeting. Below are some helpful tips:

- If the requirement (objective) is particularly difficult to meet and the proposal offers an approach which, with little or no risk, will yield a result which exceeds requirements qualitatively, the item should score 5 points, dependent upon the level of exceptional features offered.

- If the requirement is relatively difficult to meet, the majority of the factors are acceptable, no major deficiencies or risks exist therein, and the collective approach yields a qualitative benefit beyond that which is minimal, a score of 4 points should be assigned, dependent upon the benefits to be attained.

- If the majority of the factors meet standards, the requirement is not overly difficult to meet, and the factors which are deficient are of a very minor nature or are susceptible to easy correction, the item should be scored 3.

- If the majority of important factors are acceptable, but one or more factors is deficient and some minor risk is involved in the correction thereof, the score for the item should be 2.

- If a majority of the factors for the item are deficient and their correction, either collectively or individually, poses a serious problem in correction or has a "domino" effect on other design features, or the approach poses a high risk without means for correction, if the approach fails, or the approach is undesirable, a score of 1 should be assigned, with the lower score indicating a serious or severe condition.

As part of the independent review, committee members make brief comments under each criterion explaining the reasoning behind their scores. These notes may be used for reference during the full panel discussions if another committee member questions the points assigned.

Each committee member returns the evaluation form to the Contract Specialist on the date specified by following the routing instructions. The points in column C will be tallied by the Contract Specialist and the scores and rankings will be distributed to each committee member at the start of the public evaluation committee meeting.

When the full committee meets to review the proposals, some evaluators may wish to change their points due to information revealed at the panel meeting. For example, if a respondent included information in an attachment instead of in the main section of the proposal, committee members who overlooked the attachment and awarded lower points because of missing information would need to adjust their points in column D after evaluating the information.

Evaluators during the public committee meeting may adjust point values in Column D (Review with Panel). If no adjustment then Column C will be used for the total score.

The points entered in Column C must be independently arrived at and not represent a consensus of the panel. The only exception occurs when points are assigned as a result of a professional review (for example, the Finance or Procurement Management Department reports on the financial stability of each respondent and assigns a score to be entered on all panel members' forms)

Applying the criteria

A. Assigned Staff Experience, (Question #3). Do the qualifications of the principals, project manager, and project staff indicate that the firm can complete the tasks in a professional and satisfactory manner? Are the staff members profiled in the proposal those who will actually undertake the project? If not, their qualifications, no matter how impressive must be disregarded. Is the experience recent enough to incorporate current changes in service technology? A company's reputation often rests on the accomplishments of one or more of its principals. The involvement of a firm's principals in smaller contracts is generally limited to approving the proposal, possibly reviewing progress reports, and signing the final report. Does the proposal indicate that the principals of the firm intend to be heavily involved in the performance of the contract or involved only in an administrative or oversight capacity? How much of management's personal time is committed to delivering the service? Pay special attention to the qualifications of staff, particularly the project manager. If the response indicates a low level of involvement by principals, Staff qualifications are much more important to the success of the contract than the qualifications of a principal who has little involvement in day-to-day contract activities.

B. Company Experience, Question #2 & #4. This criterion examines corporate rather than individual experience. If the firm limits its work to specialized areas, does the principal area of specialization match the scope of work of the RFP, or is the work to be subcontracted? Do the references indicate that the firm can handle the size and scope of the project? Is the firm's submittal organized and easy to follow?

C. Understanding of Project Scope, Question #5 & 6. Are the challenges discussed general in nature or specific to this project? Has the firm researched this project and provided insight that is relative and enhance the project progress? Do they have a tracking system and methods that will reach all ages of the population in the area? Is the firm's approach reactive or proactive?

Scoring procedure for Presentations or Questions and Answers Sessions

At this phase of the process all firms that have been selected by the committee are deemed qualified and will now be selected only by the new criteria established by the committee.

If the committee determines to conduct presentations or a question and answer session then the following will apply:

The committee will determine which firms are selected for the session.

The committee will select the list of questions and the total points for each. These will be used as the criteria to score the firms.

The committee will also determine the format and length of the sessions.

The order of the presentations will be determined by a drawing of the firm's names.
The sessions will not be public; however minutes will be taken and will be public information after a recommendation has been submitted for award of the project.

PMD will tally the scores of the individual committee members.

A public meeting will convene to announce the results.

A tie score of only two firms will be determined by a coin toss which will take place during the above mentioned public meeting.

If two or more firms are tied, then the committee members will be requested to discuss, review and re- score.

PMD will compute the scores of the individual committee members when a tie breaker is needed.

The firm with the highest score will be recommended for award to the City Council.

City of Port St. Lucie, Florida

PARTICIPATION AGREEMENT
RFP #20160101 – CEI Services Del Rio Blvd. Sidewalk
Evaluation Committee Members / Participants

I, Daniel Giesey, an individual official, employee, consultant, or subcontractor of or to the CITY OF PORT ST. LUCIE, FLORIDA hereby consent to the terms in this Agreement in consideration of my serving as an evaluation committee member (scoring or non-scoring) and being provided certain information related to **RFP #20160101 CEI Services Del Rio Blvd. Sidewalk** during the evaluation process and before contract award.

Initials	**Applicability of the Florida Sunshine Law**

I acknowledge I have been informed and am aware the State of Florida Sunshine Law applies to meetings of the evaluation committee where decisions for recommendations to the City Council apply. I further recognize that discussions between committee members outside of public Evaluation Committee meetings is prohibited and in violation of the State of Florida Sunshine Law. All questions by evaluation committee members shall be directed to the Contract Administrator (PMD).

Initials	**Restricted Communications / Cone of Silence**

I acknowledge that to insure the proper and fair evaluation of a submittal, the City of Port St. Lucie prohibits any communication between any City employee, representative or official other than the Contract Administrator (PMD) prior to the time of award by City Council has been made. Communication between Respondent and the City will be initiated and coordinated by the Contract Administrator (PMD) in order to obtain information or clarification needed to develop a proper and accurate evaluation of the proposal.

Communication related to this RFP is further restricted with any entity outside the City of Port St. Lucie. Including, but not limited to, sub-contractors of prime respondents, companies in the industry, other agencies or utility entities, etc . . .

Initials	**Release or Distribution of Information and/or Material**

Evaluation committee members have been provided vendor responses either in hard copy or electronic format. This information, hard copy or electronic, is NOT to be reproduced or distributed under any circumstance. Some information within the proposals may be proprietary and/or confidential. Release of any information will be coordinated by PMD only.

Initials	Non-Collusion

I acknowledge the following with regards to non-collusion in the evaluation process and my scoring:

1. The scores assigned in my evaluation have been arrived at independently and without consultation, communication or agreement with any other Evaluator other than those discussions taking place in a meeting of the Evaluation Committee meeting arranged by PMD.

2. That my scoring of each proposal has not been disclosed to any other Evaluator or person, and they will not be disclosed to other Evaluator except by the PMD during a meeting of the Evaluation Committee.

3. No attempt has been made or will be made to coerce or affect the scoring of any Evaluator.

Initials	Conflict of Interest

I certify that I have no present conflict of interest on the above referenced project, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation of any consultant/contractor/vendor for selection on any contract if I have a conflict of interest or a potential conflict of interest. As set forth in Sections 112.313 Florida Statutes, employees may not have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or accept any obligation of any kind which is in conflict with the proper conduct of their duties in the public interest.

I recognize that employees are expected to honor the ethical obligations inherent in public service. These obligations go beyond mere legal obligations and demand from the employee a greater sensitivity to his or her conduct, as well as the public's perception of such conduct.

Employees are expected to safeguard their ability to make objective, fair, and impartial decisions, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Employees should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I realize that violation of the above mentioned statute would be punishable in accordance with Section 112.317 Florida Statutes, and could result in disciplinary action by the City.

Signature: Daniel Giesey

Printed: Daniel Giesey

Date: 5-2-16

City of Port St. Lucie, Florida

PARTICIPATION AGREEMENT
RFP #20160101 – CEI Services Del Rio Blvd. Sidewalk
Evaluation Committee Members / Participants

I, JAMES E. ANGSTADT, an individual official, employee, consultant, or subcontractor of or to the CITY OF PORT ST. LUCIE, FLORIDA hereby consent to the terms in this Agreement in consideration of my serving as an evaluation committee member (scoring or non-scoring) and being provided certain information related to **RFP #20160101 CEI Services Del Rio Blvd. Sidewalk** during the evaluation process and before contract award.

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Signature: James E. Angstadt

Printed: JAMES E. ANGSTADT

Date: 5/2/16

City of Port St. Lucie, Florida

PARTICIPATION AGREEMENT
RFP #20160101 – CEI Services Del Rio Blvd. Sidewalk
Evaluation Committee Members / Participants

I, Edith Majewski, an individual official, employee, consultant, or subcontractor of or to the CITY OF PORT ST. LUCIE, FLORIDA hereby consent to the terms in this Agreement in consideration of my serving as an evaluation committee member (scoring or non-scoring) and being provided certain information related to **RFP #20160101 CEI Services Del Rio Blvd. Sidewalk** during the evaluation process and before contract award.

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EM	

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EM	

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EM	

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3. No attempt has been made or will be made to coerce or affect the scoring of any Evaluator.

Initials	Conflict of Interest

I certify that I have no present conflict of interest on the above referenced project, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation of any consultant/contractor/vendor for selection on any contract if I have a conflict of interest or a potential conflict of interest. As set forth in Sections 112.313 Florida Statutes, employees may not have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or accept any obligation of any kind which is in conflict with the proper conduct of their duties in the public interest.

I recognize that employees are expected to honor the ethical obligations inherent in public service. These obligations go beyond mere legal obligations and demand from the employee a greater sensitivity to his or her conduct, as well as the public's perception of such conduct.

Employees are expected to safeguard their ability to make objective, fair, and impartial decisions, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Employees should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I realize that violation of the above mentioned statute would be punishable in accordance with Section 112.317 Florida Statutes, and could result in disciplinary action by the City.

Signature: Edith Majewski

Printed: Edith Majewski

Date: May 2, 2016

Dan Giesey

20160101 CEi Del Rio

COMMITTEE SCORES Q and A

American Consulting Professionals, LLC	DG	EM	JA	Total
1. Describe your firm's process for identifying and limiting contractor quantity overruns on a construction project?	4			
2. How will your firm ensure that the contractor provides and maintains adequate Maintenance of Traffic facilities which safeguards the safety of the traveling public as well as nearby residents?	4			
3. What is your firm's method and evaluation process for addressing field adjustments?	4			
Total	0	0	0	**0**
Ranking				

Milestone Construction Group, Inc.	DG	EM	JA	Total
1. Describe your firm's process for identifying and limiting contractor quantity overruns on a construction project?	5			
2. How will your firm ensure that the contractor provides and maintains adequate Maintenance of Traffic facilities which safeguards the safety of the traveling public as well as nearby residents?	4			
3. What is your firm's method and evaluation process for addressing field adjustments?	4			
Total	0	0	0	**0**
Ranking				

Culpepper & Terperning Inc.	DG	EM	JA	Total
1. Describe your firm's process for identifying and limiting contractor quantity overruns on a construction project?	5			
2. How will your firm ensure that the contractor provides and maintains adequate Maintenance of Traffic facilities which safeguards the safety of the traveling public as well as nearby residents?	5			
3. What is your firm's method and evaluation process for addressing field adjustments?	4			
Total	0	0	0	**0**
Ranking				

	Scores			
American Consulting Professionals, LLC		0		
Milestone Construction Group, Inc.		0		
Culpepper & Terperning Inc.		0		

Edith Majewski

20160101 CEi Del Rio
COMMITTEE SCORES Q and A

American Consulting Professionals, LLC	DG	EM	JA	Total
1. Describe your firm's process for identifying and limiting contractor quantity overruns on a construction project? Proactive, Reviews, MAKE ADJUSTMENTS		5		
2. How will your firm ensure that the contractor provides and maintains adequate Maintenance of Traffic facilities which safeguards the safety of the traveling public as well as nearby residents? CERTIFIED IN MOT. Looking ahead, communication Pedestrian Safety. DAILY CHECKS		5		
3. What is your firm's method and evaluation process for addressing field adjustments? Look ahead. Communicate with EOR and contractor Maintain Budget.		5		
Total	0	0	0	**0**
Ranking				

Milestone Construction Group, Inc.	DG	EM	JA	Total
1. Describe your firm's process for identifying and limiting contractor quantity overruns on a construction project? Review plans for QTYs. Address things up front while the job is new where pay items go		3		
2. How will your firm ensure that the contractor provides and maintains adequate Maintenance of Traffic facilities which safeguards the safety of the traveling public as well as nearby residents? Identify problem areas Progress meeting. Proactivity. Talked more about areas rather than answering the question		3		
3. What is your firm's method and evaluation process for addressing field adjustments? Track QTYs daily. Monthly status of QTYs.		3		
Total	0	0	0	**0**
Ranking				

Culpepper & Terperning Inc.	DG	EM	JA	Total
1. Describe your firm's process for identifying and limiting contractor quantity overruns on a construction project? Review of plans + site identify problem areas. Eliminate anything not really needed. Use Look at Project as Author		4		
2. How will your firm ensure that the contractor provides and maintains adequate Maintenance of Traffic facilities which safeguards the safety of the traveling public as well as nearby residents? Clear zone is safe. MOT is checked daily. Minimize lane closures Certified staff using Judgements. Pedestrian safety		5		
3. What is your firm's method and evaluation process for addressing field adjustments? Catch it early. Reviews. meetings. utilize staff to help contractor		4		
Total	0	0	0	**0**
Ranking				

	Scores
American Consulting Professionals, LLC	0
Milestone Construction Group, Inc.	0
Culpepper & Terperning Inc.	0

Talked too much about other projects

20160101 CEi Del Rio
COMMITTEE SCORES

American Consulting Professionals, LLC Q and A	DG	EM	JA	Total
1. Describe your firm's process for identifying and limiting contractor quantity overruns on a construction project?			4	
2. How will your firm ensure that the contractor provides and maintains adequate Maintenance of Traffic facilities which safeguards the safety of the traveling public as well as nearby residents?			4	
3. What is your firm's method and evaluation process for addressing field adjustments?			4	
Total	0	0	0	**0**
Ranking				

PROACTIVE!

- WHOLE PICTURE COMMUNICATING-RESID.
- DILIGENCE
- STAFF CERTIFIED.
- CHECKS DAILY · SET-UP & IN GOOD SHAPE

PROACTIVE -
- FDOT LAP. NEEDS?
- COMMUNICATION TO CITY STAFF.

COMM. WITH DESIGNER

Milestone Construction Group, Inc.	DG	EM	JA	Total
1. Describe your firm's process for identifying and limiting contractor quantity overruns on a construction project?			4	
2. How will your firm ensure that the contractor provides and maintains adequate Maintenance of Traffic facilities which safeguards the safety of the traveling public as well as nearby residents?			5	
3. What is your firm's method and evaluation process for addressing field adjustments?			4	
Total	0	0	0	**0**
Ranking				

VERIFY QUANTITIES THRU PLAN REVIEW/VIEW FORM - PAY ITEM KNOW/ COST SAVINGS? ADJUSTMNTS.

IDENTIFY MOT CONCERNS/ COORDINATE WITH CONTRACTOR/SPECIFIC TO PROJECT - RIDE JOB/MONITOR JOB.

- TRACK QUANITIES DAILY
- COORDINATE WITH CONTRACT
- MONTHLY STATUS OF QUANT. REPORT

Culpepper & Terperning Inc.	DG	EM	JA	Total
1. Describe your firm's process for identifying and limiting contractor quantity overruns on a construction project?			4	
2. How will your firm ensure that the contractor provides and maintains adequate Maintenance of Traffic facilities which safeguards the safety of the traveling public as well as nearby residents?			4	
3. What is your firm's method and evaluation process for addressing field adjustments?			5	
Total	0	0	0	**0**
Ranking				

- REVIEW OF PLANS/BID TAB
- SITE REVIEW/ELIMINATE UN-NEEDED ITEMS./ HANDRAIL/IDENTIFY-MITIGATE

- INSPECTIONS/OFF HOURS/CHECKED DAILY/VERIFY QUALS OF CONTRACTOR

- CATCH ITEMS EARLY/ REVIEWS EARLY/
- COORDINATE WITH CITY/COORDINATE WITH FDOT/PLAN MOD.

	Scores			
American Consulting Professionals, LLC		0		
Milestone Construction Group, Inc.		0		
Culpepper & Terperning Inc.		0		

JIM ANGSTADT - MAY 6, 2016

RFP # 20160101 Title: CEI Services DEL Rio Blvd. Sidewalk

Respondent: Knight, McGuire and Associates

A Criterion	B Weight Factor	C Maximum Points Independent Review	D Maximum Points Review with Panel
A. Assigned Staff Experience ***(Question # 3)***	7	0 1 2 3 (4) 5	0 1 2 3 4 5
Comments:			
B. Firm Experience with CEI ***(Question 2 & 4)***	7	0 1 2 (3) 4 5	0 1 2 3 4 5
Comments: Did not see where anyone is LAP Certified or familiar with LAP Projects.			
C. Understanding of Project Scope ***(Questions 5&6)***	6	0 1 2 (3) 4 5	0 1 2 3 4 5
Comments:			

Instructions to Evaluator: Review Instruction sheet. Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgement of the merits of the identified respondent's proposal.

Committee Member: Edith Majewski (*Please print*) Dept.: Public Works

Signature: Edith Majewski Date: May 2, 2016

RFP # 20160101 Title: CEI Services DEL Rio Blvd. Sidewalk

Respondent: ~~Architect~~ AE ENGINEERING
EM

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
A. Assigned Staff Experience ***(Question # 3)***	7	0 1 2 3 (4) 5	0 1 2 3 4 5
Comments:			
B. Firm Experience with CEI ***(Question 2 & 4)***	7	0 1 2 3 (4) 5	0 1 2 3 4 5
Comments: MAP CERTIFIED			
C. Understanding of Project Scope ***(Questions 5&6)***	6	0 1 2 3 (4) 5	0 1 2 3 4 5
Comments:			

Instructions to Evaluator: Review Instruction sheet. Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgement of the merits of the identified respondent's proposal.

Committee Member: Edwin Majewski (*Please print*) Dept.: Public Works

Signature: Edwin Majewski Date: May 2, 2016

RFP # 20160101 Title: CEI Services DEL Rio Blvd. Sidewalk

Respondent: American Consulting Professionals

A Criterion	B Weight Factor	C Maximum Points Independent Review	D Maximum Points Review with Panel
A. Assigned Staff Experience ***(Question # 3)***	7	0 1 2 3 (4) 5	0 1 2 3 4 5
Comments:			
B. Firm Experience with CEI ***(Question 2 & 4)***	7	0 1 2 3 (4) 5	0 1 2 3 4 5
Comments: Worked on various LAP Projects			
C. Understanding of Project Scope ***(Questions 5&6)***	6	0 1 2 3 (4) 5	0 1 2 3 4 5
Comments:			

Instructions to Evaluator: Review Instruction sheet. Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgement of the merits of the identified respondent's proposal.

Committee Member: Edith Majewski (*Please print*) Dept.: Public Works

Signature: Edith Majewski Date: May 2, 2016

RFP # 20160101 Title: CEI Services DEL Rio Blvd. Sidewalk

Respondent: Culpepper & Terpening

A Criterion	B Weight Factor	C Maximum Points Independent Review	D Maximum Points Review with Panel
A. Assigned Staff Experience ***(Question # 3)***	7	0 1 2 3 (4) 5	0 1 2 3 4 5
Comments:			
B. Firm Experience with CEI ***(Question 2 & 4)***	7	0 1 2 3 (4) 5	0 1 2 3 4 5
Comments: STAFF HAS LAP EXPERIENCE			
C. Understanding of Project Scope ***(Questions 5&6)***	6	0 1 2 3 (4) 5	0 1 2 3 4 5
Comments:			

Instructions to Evaluator: Review Instruction sheet. Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgement of the merits of the identified respondent's proposal.

Committee Member: Edith Majewski (*Please print*) Dept.: Public Works

Signature: Edith Majewski Date: May 2, 2016

RFP # 20160101 Title: CEI Services DEL Rio Blvd. Sidewalk

Respondent: Milestone Construction Group

A Criterion	B Weight Factor	C Maximum Points Independent Review	D Maximum Points Review with Panel
A. Assigned Staff Experience ***(Question # 3)***	7	0 1 2 3 (4) 5	0 1 2 3 4 5
Comments:			
B. Firm Experience with CEI ***(Question 2 & 4)***	7	0 1 2 3 (4) 5	0 1 2 3 4 5
Comments: Staff has worked on LAP Projects			
C. Understanding of Project Scope ***(Questions 5&6)***	6	0 1 2 3 (4) 5	0 1 2 3 4 5
Comments:			

Instructions to Evaluator: Review Instruction sheet. Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgement of the merits of the identified respondent's proposal.

Committee Member: Edith Majewski (*Please print*) Dept.: Public Works

Signature: Edith Majewski Date: May 2, 2016

RFP # 20160101 Title: CEI Services DEL Rio Blvd. Sidewalk

Respondent: AE ENGINEERING, INC.

A Criterion	B Weight Factor	C Maximum Points Independent Review	D Maximum Points Review with Panel
A. Assigned Staff Experience ***(Question # 3)***	7	0 1 2 (3) 4 5	0 1 2 3 4 5
Comments:			
B. Firm Experience with CEI ***(Question 2 & 4)***	7	0 1 2 (3) 4 5	0 1 2 3 4 5
Comments: LAP EXPERIENCE?			
C. Understanding of Project Scope ***(Questions 5&6)***	6	0 1 2 (3) 4 5	0 1 2 3 4 5
Comments: APPLICANT SHOULD STRONGLY CONSIDER A QUALITY CONTROL REVIEW ON FUTURE SUBMITTALS. CITY OF WEST PALM BEACH WAS NOTED, WHILE THIS SUBMITTAL WAS TO CITY OF PORT ST. LUCIE.			

Instructions to Evaluator: Review Instruction sheet. Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgement of the merits of the identified respondent's proposal.

Committee Member: JAMES E. ANGSTADT (*Please print*) Dept.: PUBLIC WORKS

Signature: James E. Angstadt Date: 5/2/16

RFP # 20160101 Title: CEI Services DEL Rio Blvd. Sidewalk

Respondent: KNIGHT, McGUIRE & ASSOCIATES, INC.

A Criterion	B Weight Factor	C Maximum Points Independent Review	D Maximum Points Review with Panel
A. Assigned Staff Experience ***(Question # 3)***	7	0 1 2 (3) 4 5	0 1 2 3 4 5
Comments:			
B. Firm Experience with CEI ***(Question 2 & 4)***	7	0 1 (2) 3 4 5	0 1 2 3 4 5
Comments: LAP PROJECTS? FDOT EXPERIENCE?			
C. Understanding of Project Scope ***(Questions 5&6)***	6	0 1 2 (3) 4 5	0 1 2 3 4 5
Comments:			

Instructions to Evaluator: Review Instruction sheet. Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgement of the merits of the identified respondent's proposal.

Committee Member: JAMES E. ANGSTADT (*Please print*) Dept.: PUBLIC WORKS

Signature: James E. Angstadt Date: 5/2/16

RFP # 20160101 Title: CEI Services DEL Rio Blvd. Sidewalk

Respondent: AMERICAN CONSULTING PROFESSIONALS, LLC

A Criterion	B Weight Factor	C Maximum Points Independent Review	D Maximum Points Review with Panel
A. Assigned Staff Experience ***(Question # 3)***	7	0 1 2 (3) 4 5	0 1 2 3 4 5
Comments:			
B. Firm Experience with CEI ***(Question 2 & 4)***	7	0 1 2 (3) 4 5	0 1 2 3 4 5
Comments:			
C. Understanding of Project Scope ***(Questions 5&6)***	6	0 1 2 3 (4) 5	0 1 2 3 4 5
Comments:			

Instructions to Evaluator: Review Instruction sheet. Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgement of the merits of the identified respondent's proposal.

Committee Member: JAMES E. ANGSTADT (*Please print*) Dept.: PUBLIC WORKS

Signature: James E. Angstadt Date: 5/2/16

RFP # 20160101 Title: CEI Services DEL Rio Blvd. Sidewalk

Respondent: MILESTONE CONSTRUCTION GROUP, INC.

A Criterion	B Weight Factor	C Maximum Points Independent Review	D Maximum Points Review with Panel
A. Assigned Staff Experience ***(Question # 3)***	7	0 1 2 3 (4) 5	0 1 2 3 4 5
Comments:			
B. Firm Experience with CEI ***(Question 2 & 4)***	7	0 1 2 3 4 (5)	0 1 2 3 4 5
Comments:			
C. Understanding of Project Scope ***(Questions 5&6)***	6	0 1 2 3 (4) 5	0 1 2 3 4 5
Comments:			

Instructions to Evaluator: Review Instruction sheet. Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgement of the merits of the identified respondent's proposal.

Committee Member: JAMES E. ANGSTADT (*Please print*) Dept.: PUBLIC WORKS

Signature: James E. Angstadt Date: 5/2/16

RFP # 20160101 Title: CEI Services DEL Rio Blvd. Sidewalk

Respondent: CULPEPPER & TERPENING, INC.

A Criterion	B Weight Factor	C Maximum Points Independent Review	D Maximum Points Review with Panel
A. Assigned Staff Experience ***(Question # 3)***	7	0 1 2 3 (4) 5	0 1 2 3 4 5
Comments:			
B. Firm Experience with CEI ***(Question 2 & 4)***	7	0 1 2 3 4 (5)	0 1 2 3 4 5
Comments:			
C. Understanding of Project Scope ***(Questions 5&6)***	6	0 1 2 3 4 (5)	0 1 2 3 4 5
Comments:			

Instructions to Evaluator: Review Instruction sheet. Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgement of the merits of the identified respondent's proposal.

Committee Member: JAMES E. ANGSTADT (*Please print*) Dept.: PUBLIC WORKS

Signature: James E. Angstadt Date: 5/2/16

RFP # 20160101 Title: CEI Services DEL Rio Blvd. Sidewalk

Respondent: AE ENGINEERING, INC.

A Criterion	B Weight Factor	C Maximum Points Independent Review	D Maximum Points Review with Panel
A. Assigned Staff Experience ***(Question # 3)***	7	0 1 (2) 3 4 5	0 1 2 3 4 5
Comments: LAP experience? staff Certified? LAP			
B. Firm Experience with CEI ***(Question 2 & 4)***	7	0 1 (2 3) 4 5	0 1 2 3 4 5
Comments: BYRS			
C. Understanding of Project Scope ***(Questions 5&6)***	6	(0 1) 2 3 4 5	0 1 2 3 4 5
Comments: Talked nothing about the project.			

Instructions to Evaluator: Review Instruction sheet. Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgement of the merits of the identified respondent's proposal.

Committee Member: Daniel Giesey (*Please print*) Dept.: Public Works

Signature: Daniel Giesey Date: 5-3-16

RFP # 20160101 Title: CEI Services DEL Rio Blvd. Sidewalk

Respondent: American Consulting Professionals, LLC

A Criterion	B Weight Factor	C Maximum Points Independent Review	D Maximum Points Review with Panel
A. Assigned Staff Experience ***(Question # 3)***	7	0 1 2 3 4 5	0 1 2 3 4 5
Comments: LAP Certified Staff Member			
B. Firm Experience with CEI ***(Question 2 & 4)***	7	0 1 2 3 4 5	0 1 2 3 4 5
Comments: 24yrs			
C. Understanding of Project Scope ***(Questions 5&6)***	6	0 1 2 3 4 5	0 1 2 3 4 5
Comments: very detailed on scope of project. very detailed on ADA, safety and resident concerns, MOT.			

Instructions to Evaluator: Review Instruction sheet. Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgement of the merits of the identified respondent's proposal.

Committee Member: Dan Giesey (*Please print*) Dept.: Public Works

Signature: Daniel Giesey Date: 5-4-16

RFP # 20160101 Title: CEI Services DEL Rio Blvd. Sidewalk

Respondent: Knight, McGuire & Associates, Inc.

A Criterion	B Weight Factor	C Maximum Points Independent Review	D Maximum Points Review with Panel
A. Assigned Staff Experience *(Question # 3)*	7	0 1 (2) 3 4 5	0 1 2 3 4 5
Comments: LAP experience? Staff LAP Certified?			
B. Firm Experience with CEI *(Question 2 & 4)*	7	0 1 2 (3) 4 5	0 1 2 3 4 5
Comments: 24yrs.			
C. Understanding of Project Scope *(Questions 5&6)*	6	0 (1) 2 3 4 5	0 1 2 3 4 5
Comments: Not very detailed on potential Challenges. Talked nothing about ADA, or MOT.			

Instructions to Evaluator: Review Instruction sheet. Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgement of the merits of the identified respondent's proposal.

Committee Member: Dan Griesey (*Please print*) Dept.: Public Works

Signature: Daniel Griesey Date: 5-4-16

RFP # 20160101 Title: CEI Services DEL Rio Blvd. Sidewalk

Respondent: Milestone Construction Group, Inc.

A Criterion	B Weight Factor	C Maximum Points Independent Review	D Maximum Points Review with Panel
A. Assigned Staff Experience ***(Question # 3)***	7	0 1 2 3 (4) 5	0 1 2 3 4 5
Comments: LAP Certified			
B. Firm Experience with CEI ***(Question 2 & 4)***	7	0 1 2 3 (4) 5	0 1 2 3 4 5
Comments: 10 yrs Has done LAP Funded Sidewalk For PSL previous			
C. Understanding of Project Scope ***(Questions 5&6)***	6	0 1 2 3 (4) 5	0 1 2 3 4 5
Comments: understands scope of Project very well, and MOT			

Instructions to Evaluator: Review Instruction sheet. Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgement of the merits of the identified respondent's proposal.

Committee Member: Dan Giesey (*Please print*) Dept.: Public works

Signature: Daniel Giesey Date: 5-4-16

RFP # 20160101 Title: CEI Services DEL Rio Blvd. Sidewalk

Respondent: Culpepper & Terpening, Inc.

A Criterion	B Weight Factor	C Maximum Points Independent Review	D Maximum Points Review with Panel
A. Assigned Staff Experience *(Question # 3)*	7	0 1 2 3 4 (5)	0 1 2 3 4 5
Comments: LAP certified staff			
B. Firm Experience with CEI *(Question 2 & 4)*	7	0 1 2 3 4 (5)	0 1 2 3 4 5
Comments: 38 yrs.			
C. Understanding of Project Scope *(Questions 5&6)*	6	0 1 2 3 4 (5)	0 1 2 3 4 5
Comments: Very detailed on scope of project, drainage issues, ADA, documentation of all materials and tests. Caught relocation/installation of street signs not on plans. Addressed MOT issues and practices			

Instructions to Evaluator: Review Instruction sheet. Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgement of the merits of the identified respondent's proposal.

Committee Member: Dan Giesey (*Please print*) Dept.: Public Works

Signature: Daniel Giesey Date: 5-4-16

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 13C
Meeting Date: 5/23/16

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: E-Bid #20160077 Police Athletic League (PAL) Building Improvement Project – CDBG Funded

Submittal Date: 4/25/2016

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 painting the interior and exterior of the building, renovating the restrooms, replace the exterior steel doors, replace the glass block windows with new impact resistant windows, replace old flooring in the offices and conference room, replace canvas awnings and replace the drinking fountain. An E-Bid was issued on March 15, 2016 to one thousand four hundred thirty two (1,432) potential suppliers with twenty eight listed as plan holders. The E-Bid opened on

April 12, 2016 with two (2) firms submitting proposals. One of the bidders has withdrawn their proposal leaving one responsive responsible bid.

ANALYSIS: Staff has reviewed the proposal and finds that Hennis Construction Company, Inc. 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. Hennis Construction Company, Inc. meets the requirement of the bid and is a local firm. Hennis Construction Company, Inc. has performed several projects for the City and is currently working on the Sportsman Park Improvement Project.

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

LEGAL INFORMATION: Reviewed by Ella Gilbert on 3/28/2016 and approved as to form.

STAFF RECOMMENDATION: Approval of award and Contract for E-Bid #20160077 Police Athletic League (PAL) Building Improvement Project - CDBG Funded to Hennis Construction Company, Inc. in the amount of $144,000.00, plus a one-time $10.00 Indemnification Fee. The Contract period will be sixty (60) calendar days with no option to renew.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

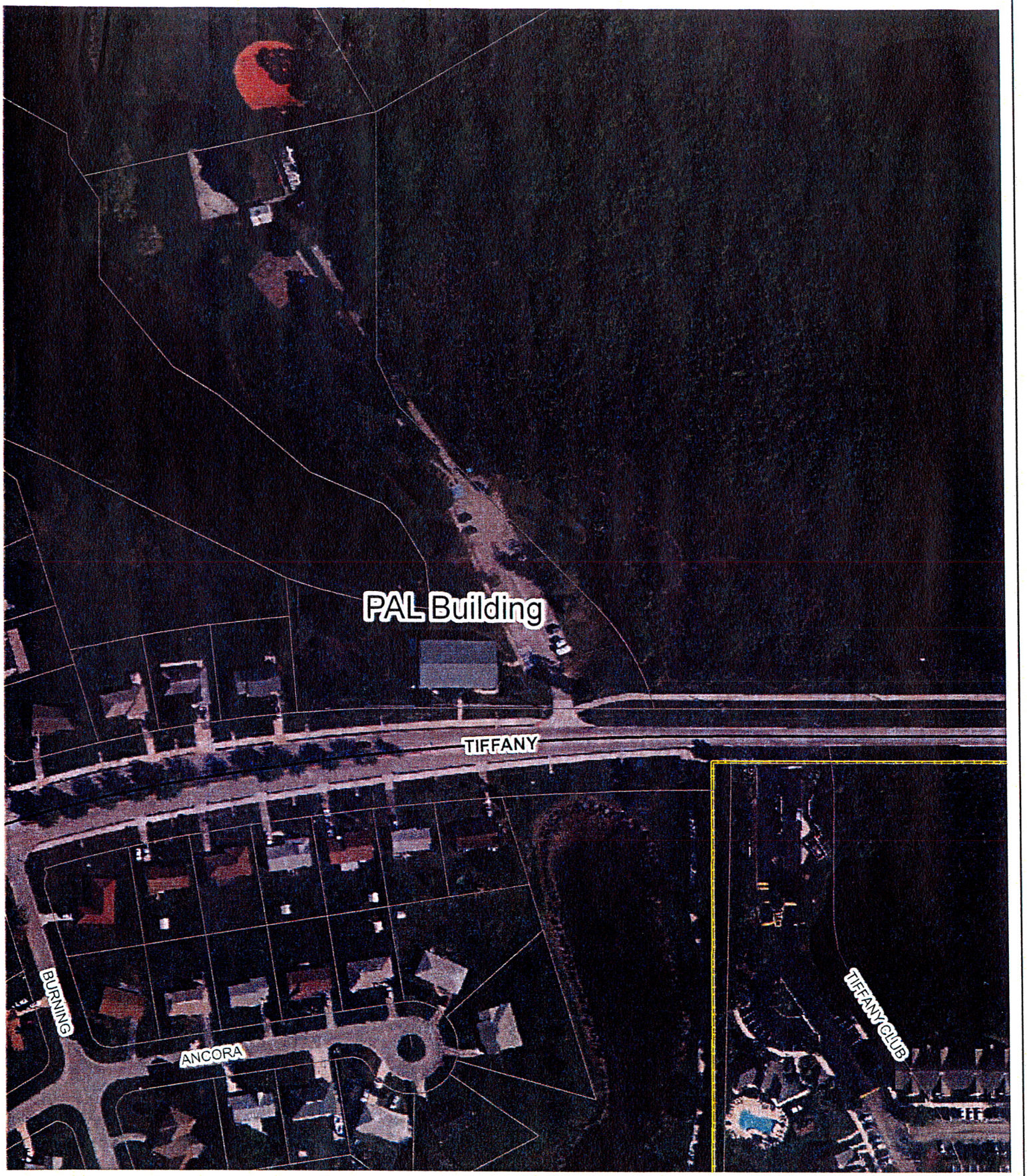
REQUESTED MEETING DATE: 5/23/2016

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, 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
MAY 10 2016
CITY MANAGER'S OFFICE



CITY of PORT ST. LUCIE FLORIDA

PAL Building Improvement Project

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

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CITY OF PORT SAINT LUCIE
CONTRACT #20160077

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 **Hennis Construction Company, Inc.,** 18500 Glades Cut-off Road, Port St. Lucie, Florida 34987, Telephone No. (772) 370-5669 Fax No. (772) 464-2404, 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:

Gerard C. Hennis, President
Hennis Construction Co., Inc.
18500 Glades Cut-off Road
Port St. Lucie, Florida 34987
Telephone: (772) 370-5669 Fax: (772) 464-2404
Email: hennisconstruction@yahoo.com

SECTION II
DESCRIPTION OF SERVICES TO BE PROVIDED

The specific work that the Contractor has agreed to perform pursuant to the Bid Specifications #20160077, **Police Athletic League (PAL) Building Improvements 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 building improvements at the PAL building. All work shall be in accordance with any and all American's with Disabilities Act regulations and Florida Building codes.

- Mobilization / Demobilization

- Remove Old Glass Block Windows & Replace with New Impact Resistant Windows (Fixed Glass) 48 inch x 72 inch. Replacement windows will be impact resistant and meet or exceed full High Velocity Hurricane Zone (HVHZ) ratings along with meeting or exceeding current Energy Star ratings and/or any new required energy codes.

- Painting of the Interior, Exterior & Trim. All painting will require the necessary surface preparation work and any required primers. In addition, all main final colors will require a minimum of two (2) coats or applications. Sherwin Williams products are required to be used. All paint products will be in the original containers with the manufacture's label intact. The paint shall not be thinned or modified in any way.

  The Contractor shall, in accordance with OSHA standards, erect "wet paint" signs and temporary roping around work areas shall be installed and maintained while work is in progress.

  The Contractor will be responsible to maintain a safe and clean work site, being extremely cautious and controlling of overspray. The Contractor will protect all adjacent areas not to be painted by taking appropriate measures. Areas to be protected include, but not limited to, cameras, cars, windows, doors, surrounding lawn, trees, shrubbery, floors, walkways, sprinkler systems, hardware, accessories, device plates, lighting fixtures, and electric meters. Any overspray that occurs will be the Contractor's liability.

  The cleaning of the brushes, pans or painting supplies or tools is strictly prohibited using hoses interior sinks, bathrooms, etc. located on the premises that could result in material entering the storm water system.

- Remove Old Exterior Doors & Replace with New Commercial Steel Slab Doors and Frames 3-0 / 7-0 Singles including Schlage Hardware, Panic Bars, Closers, Thresholds & Weather-Stripping.

- Remove Old Exterior Doors & Replace with New Commercial Steel Slab Doors and Frames 6-0 / 7-0 No Glass including Schlage Hardware, Panic Bars, Closers, Thresholds & Weather-Stripping.

- Remove Old Exterior Doors & Replace with New Commercial Steel Slab Doors and Frames 6-0 / 7-0 With Glass including Schlage Hardware, Panic Bars, Closers, Thresholds & Weather-Stripping.

- Remove Old Vanity in Girls Restroom & Replace with 60 inch Wood Vanity, 2 each Side by Side 20 inch x 17 inch Ceramic Sinks (or of a standard size) with Moen Faucets & Formica Counter Top (Vanity shall a cabinet & drawer for storage capacity).

- Remove Old Vanity in Boys Restroom & Replace with New 40 inch Wood Vanity, 1 each 20 inch x 17 inch Ceramic Sink (or of standard size) with a Moen Faucet & Formica Counter Top (Vanity shall have a cabinet & drawer for storage capacity).

- Remove Old Mirror in Girls Restroom & Replace with New Mirror 63 inch wide x 44 inch tall Wall Mounted Mirror over the Vanity.

- Remove Old Mirror in Boys Restroom & Replace with New Mirror 48 inch wide x 45 inch tall Wall Mounted Mirror over the Vanity.

- Remove approximately one thousand (1,000) square feet of old flooring in Office & Conference Room & replace with new 12 in x 12 inch VCT Tile.

- Remove & Replace Drinking Water Fountains Adjacent to the Restrooms with Like Kind & Size.

- Replace Canvas Awning Material at 5 Entrance Door Locations.

- Six (6) New Large Lockable Steel Storage Cabinets for Inside Storage Capacity, Durham Heavy Duty Storage Cabinets 250-4S-95 (48"W x 24"D x 72"T) or equal.

- Removal of obstructive landscaping and/or trees touching or in close proximity of the facility along with a general trim of all adjacent landscaping plants.

- All items replaced must be brand new and include any applicable warranties.

- Shop Drawings for all products are to be submitted and approved prior to installation.

- All colors and finishes are to be approved prior to installation.

- 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 sixty (60) calendar days thereafter on _____, 2016. The Contractor will be required to commence work under this Contract within ten (10) calendar days after the start date identified in this Contract. In the event all work required in the bid specifications has not been completed by the specified date, the Contractor agrees to provide work as authorized by the Project Manager until all work specified in the bid specifications has been rendered. Written requests shall be submitted to the Project Manager for consideration of extension of completion time due to strikes, unavailable materials, or other similar causes over which the Contractor feels he has no control. Requests for time extensions shall be submitted immediately but in no event more than two (2) weeks upon occurrence of conditions, which, in the opinion of the Contractor, warrant such an extension with reasons clearly stated and a detailed explanation given as to why the delays are considered to be beyond the Contractor's control.

SECTION IV
RENEWAL OPTION

Not applicable to this Contract.

SECTION V
COMPENSATION

The total amount to be paid by the City to the Contractor is on a per unit price basis listed on Schedule "A" for a total amount of **$144,00.00**, 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.

Schedule "A"

Line #	Description	Unit of Measure	Estimated Quantity	Unit Price	Total Amount
1	General Requirements (Insurance, Permits & Administrative Costs)	LS	1	$4,000.00	$4,000.00
2	Mobilization / Demobilization	LS	1	$6,000.00	$6,000.00
3	Painting of the Interior – Sherwin Williams Paint only	LS	1	$12,000.00	$12,000.00
4	Painting of Exterior & Trim – Sherwin Williams Paint only	LS	1	$14,000.00	$14,000.00

5	Remove Old Glass Block Windows & Replace with New Impact Resistant Windows (Fixed Glass) 48 inch x 72 inch	EA	12	$2,150.00	$25,800.00
6	Remove Old Exterior Doors & Replace with New Commercial Steel Slab Doors and Frames 3-0 / 7-0 Singles including Schlage Hardware, Panic Bars, Closers, Thresholds & Weather-Stripping	EA	2	$6,250.00	$12,500.00
7	Remove Old Exterior Doors & Replace with New Commercial Steel Slab Doors and Frames 6-0 / 7-0 No Glass including Schlage Hardware, Panic Bars, Closers, Thresholds & Weather-Stripping	EA	1	$12,750.00	$12,750.00
8	Remove Old Exterior Doors & Replace with New Commercial Steel Slab Doors and Frames 6-0 / 7-0 With Glass including Schlage Hardware, Panic Bars, Closers, Thresholds & Weather-Stripping	EA	2	$13,500.00	$27,000.00
9	Remove Old Vanity in Girls Restroom & Replace with 60 inch Wood Vanity, 2 each Side by Side 20 inch x 17 inch Ceramic Sinks (or of a standard size) with Moen Faucets & Formica Counter Top (Vanity shall a cabinet & drawer for storage capacity)	EA	1	$3,200.00	$3,200.00
10	Remove Old Vanity in Boys Restroom & Replace with New 40 inch Wood Vanity, 1 each 20 inch x 17 inch Ceramic Sink (or of standard size) with a Moen Faucet & Formica Counter Top (Vanity shall have a cabinet & drawer for storage capacity)	EA	1	$2,200.00	$2,200.00
11	Remove Old Mirror in Girls Restroom & Replace with New Mirror 63 inch wide x 44 inch tall Wall Mounted Mirror over the Vanity	EA	1	$650.00	$650.00
12	Remove Old Mirror in Boys Restroom & Replace with New Mirror 48 inch wide x 45 inch tall Wall Mounted Mirror over the Vanity	EA	1	$550.00	$550.00

13	Remove Old Flooring in Office & Conference Room & Replace with New 12 in x 12 inch VCT Tile	SF	1,000	$6.75	$6,750.00
14	Remove & Replace Drinking Water Fountains Adjacent to the Restrooms with Like Kind & Size	EA	2	$1,550.00	$3,100.00
15	Replace Canvas Awning Material at 3 Entrance Door Locations	EA	5	$900.00	$4,500.00
16	New Large Lockable Steel Storage Cabinets for Inside Storage Capacity, Durham Heavy Duty Storage Cabinets 250-4S-95 (48"W x 24"D x 72"T) or equal	EA	6	$1,250.00	$7,500.00
17	Removal of obstructive landscaping and/or trees touching or in close proximity of the facility along with a general trim of all adjacent landscaping plants	LS	1	$1,500.00	$1,500.00
18	**TOTAL AMOUNT**				**$144,000.00**

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 #20160077 – Police Athletic League (PAL) Building Improvements 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: 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 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

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* 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
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)).

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

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

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

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

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

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

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

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

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

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

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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

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 insure 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 five hundred ($500.00) dollars as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed. The Contractor and his sureties shall be jointly and severally liable to the City for the amount thereof.

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

(2) days of 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 left intentionally blank

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

CITY OF PORT ST. LUCIE FLORIDA
By: _____
City Manager

By:_____
Authorized Representative of Hennis Construction Co., 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*)

ADDENDUM #3 - E-BID ~~#20150077~~ 20160077

REVISED E-BID REPLY EXCEL SPREADSHEET

POLICE ATHLETIC LEAGUE (PAL) BUILDING

IMPROVEMENTS PROJECT

SCHEDULE "A"

Company Name: Hennis Construction

Line Item No.	Description	Unit	Quantity	Unit Price	Total Cost
1	General Requirements (Insurance, Permits & Administrative Costs)	LS	1	4,000	$ 4,000.
2	Mobilization / Demobilization	LS	1	6,000	$ 6,000.
3	Painting of the Interior - Sherwin Williams Paint only	LS	1	12,000	$ 12,000.
4	Painting of the Exterior & Trim - Sherwin Williams Paint only	LS	1	14,000	$ 14,000.
5	Remove Old Glass Block Windows & Replace with New Impact Resistant Windows (Fixed Glass) 48 inch by 72 inch	EA	12	2,150	$ 25,800.
6	Remove Old Exterior Doors & Replace with New Commercial Steel Slab Doors & Frames 3-0 / 7-0 Singles including Schlage Hardware, Panis Bars, Closers, Thresholds & Weather Stripping	EA	2	6,250	$ 12,500
7	Remove Old Exterior Doors & Replace with New Commercial Steel Slab Doors & Frames 6-0 / 7-0 No Glass including Schlage Hardware, Panis Bars, Closers, Thresholds & Weather Stripping	EA	1	12,750	12,750
8	Remove Old Exterior Doors & Replace with New Commercial Steel Slab Doors & Frames 6-0 / 7-0 With Glass including Schlage Hardware, Panis Bars, Closers, Thresholds & Weather Stripping	EA	2	13,500	$ 27,000
9	Remove Old Vanity in Girls Restroom & Replace with New 60 inch Wood Vanity, 2 each Side by Side 20 inch x 17 inch Ceramic Sinks (or of a standard size) with Moen Faucets & Formica Counter Top (vanity shall have cabinet & drawer storage capacity)	LS	1	3,200	$ 3,200.
10	Remove Old Vanity in Boys Restroom & Replace with New 40 inch Wood Vanity, 1 each 20 inch x 17 inch Ceramic Sink (or of standard size) with a Moen Faucet Counter Top (vanity shall have cabinet & drawer storage capacity)	LS	1	2,200	$ 2,200.
11	Remove Old Mirror in Girls Restroom & Replace with New Mirror 63 inch wide x 44 inch tall Wall Mounted Mirror over the Vanity	EA	1	650	$ 650
12	Remove Old Mirror in Boys Restroom & Replace with New Mirror 48 inch wide x 45 inch tall Wall Mounted Mirror over the Vanity	EA	1	550	$ 550
13	Remove Old Flooring in Office & Conference Room & Replace with New 12 inch x 12 inch VCT Tile	SF	1000	6.75	$ 6,750.
14	Remove & Replace Drinking Water Fountains Adjacent to the Restrooms with Like Kind & Size (ADA Compliant)	EA	2	1550	$ 3,100.
15	Replace Canvas Awning Material at 3 Entrance Door Locations	EA	5	900	$ 4,500
16	New Large Lockable Steel Storage Cabinets for Inside Storage Capacity, Durham Heavy Duty Storage Cabinets 250-4S-95 (48"W x 24"D x 72"T) or equal	EA	6	1250	$ 7,500.
17	Removal of obstructive landscaping and/or trees toughing or in close proximity of the facility along with a general trim of all adjacent landscaping plants	LS	1	1500	$ 1500.
18	Total Amount				$ 144,000

NOTES:

1 Unit prices can only go to 2 decimals. Example: $5.2555 is unacceptable - $5.25 is acceptable.

E-Bid Reply Sheet #20160077

Police Athletic League (PAL) Building Improvements Project
Community Development Block Grant (CDBG) Funded

1. **COMPANY NAME**: Hennis Const. Co., Inc

DIVISION OF: Construction

PHYSICAL ADDRESS: 18500 Glades Cut-off Rd

MAILING ADDRESS: "

CITY, STATE, ZIP CODE: Port St Lucie, Fl 34987

TELEPHONE NUMBER: (772) 370-5669 FAX NO. (772) 464-2404

CONTACT PERSON: Joe Short E-MAIL: Hennisconstruction@yahoo.com

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

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

Gerard C Hennis
President

Gerard C Hennis Jr.
Vice President

Joseph J. Short
Treasurer

How long in present business: 35 yrs How long at present location: 35 yrs

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
1	3-31-16		
2	4-1-16		
3	4-2-16		

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

5. BID RESPONSE:

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

5.2 Percentage of discount when payment is made with Visa: _____ %

*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 Line #17: $ 144,000
(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 #20160077 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"

Line #	Description	Unit of Measure	Estimated Quantity
1	General Requirements (Insurance, Permits & Administrative Costs)	LS	1
2	Mobilization / Demobilization	LS	1
3	Painting of the Interior – Sherwin Williams Paint only	LS	1
4	Painting of Exterior & Trim – Sherwin Williams Paint only	LS	1
5	Remove Old Glass Block Windows & Replace with New Impact Resistant Windows (Fixed Glass) 48 inch x 72 inch	EA	12
6	Remove Old Exterior Doors & Replace with New Commercial Steel Slab Doors and Frames 3-0 / 7-0 Singles including Schlage Hardware, Panic Bars, Closers, Thresholds & Weather-Stripping	EA	2
7	Remove Old Exterior Doors & Replace with New Commercial Steel Slab Doors and Frames 6-0 / 7-0 No Glass including Schlage Hardware, Panic Bars, Closers, Thresholds & Weather-Stripping	EA	1
8	Remove Old Exterior Doors & Replace with New Commercial Steel Slab Doors and Frames 6-0 / 7-0 With Glass including Schlage Hardware, Panic Bars, Closers, Thresholds & Weather-Stripping	EA	2

9	Remove Old Vanity in Girls Restroom & Replace with 60 inch Wood Vanity, 2 each Side by Side 20 inch x 17 inch Ceramic Sinks (or of a standard size) with Moen Faucets & Formica Counter Top (Vanity shall a cabinet & drawer for storage capacity)	EA	1
10	Remove Old Vanity in Boys Restroom & Replace with New 40 inch Wood Vanity, 1 each 20 inch x 17 inch Ceramic Sink (or of standard size) with a Moen Faucet & Formica Counter Top (Vanity shall have a cabinet & drawer for storage capacity)	EA	1
11	Remove Old Mirror in Girls Restroom & Replace with New Mirror 63 inch wide x 44 inch tall Wall Mounted Mirror over the Vanity	EA	1
12	Remove Old Mirror in Boys Restroom & Replace with New Mirror 48 inch wide x 45 inch tall Wall Mounted Mirror over the Vanity	EA	1
13	Remove Old Flooring in Office & Conference Room & Replace with New 12 in x 12 inch VCT Tile	SF	1,000
14	Remove & Replace Drinking Water Fountains Adjacent to the Restrooms with Like Kind & Size	EA	2
15	Replace Canvas Awning Material at 3 Entrance Door Locations	EA	3
16	New Large Lockable Steel Storage Cabinets for Inside Storage Capacity, Durham Heavy Duty Storage Cabinets 250-4S-95 (48"W x 24"D x 72"T) or equal	EA	6

All items replaced and their installation must be in compliance with any and all current applicable American's with Disabilities Act regulations and Florida Building Codes.

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 a 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 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) Joseph J Short 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

Sec/Treas
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 18500 Glades Cutoff Rd. FL (Location), this 11 day of April, 2016

Name of Organization/Contractor: Hennis Construction Co., Inc

By: Joseph J Short - Sec | Treas.
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: Hennis Construction Co., Inc.
Address: 18500 Glades Cut-off Rd
Port St. Lucie, Fl 34987

Telephone Number: 772 370-5669
Fax Number: 772 464-2404

3. Contact person: Joe Short Email: Hennisconstruction@yahoo.com

4. Firm's previous names (if any). _____

5. How many years has your organization been in business? 35 years

6. List five (5) commercial remodeling projects 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.

Project Number 1

Project Name: Florida State Farmers market
Description: Metal Bldg

Location: US 1 Ft. Pierce FL
Date completed: 2015
What product was used: Metal Bldg, doors windows
Client Name, Phone Number & Email: Mike Brown 772 468 3918 Michael.brown@irsh-fromFlorida.com
Value of Total Contract: 150,000.-
Firm's Percentage of Total Contract: 60%
Number of Change Orders: 2
Value of Change Orders: 8,000.-
Was Project Completed on Schedule: yes
Was Project Completed within Budget? yes

Project Number 2

Project Name: Indiantown Middle school
Description: Add new restrooms for classroom access.

Location: Farm Road Indiantown
Date completed: Aug 2015
What product was used: Plumbing fixtures, doors, flooring
Client Name, Phone Number & Email: Rob Phillips (772) 600-6764 phillir@martin.k12.us
Value of Total Contract: 40,000.-
Firm's Percentage of Total Contract: 70%
Number of Change Orders: 0
Value of Change Orders: 0
Was Project Completed on Schedule: yes
Was Project Completed within Budget? yes

Project Number 3

Project Name: Rock Road General Maintenance - St Lucie County
Description: general maintenance on electric slider doors, welding maintenance

Location: St. lucie County Jail Rock Road, Ft Pierce
Date completed:
What product was used: Welding equipment
Client Name, Phone Number & Email: Scott 772 462-1574
Value of Total Contract: 50,000.-
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

Project Name: Port Saleno School Renovations
Description: Renovations to clinic and restrooms

Location: 3260 Lionel Terrace Stuart FL
Date completed: 2013
What product was used: Restroom acces & fixtures
Client Name, Phone Number & Email: Mc School Board Rob Phillips 772 260-6764 Phillir@martin.k12.fl.us
Value of Total Contract: 100,000 —
Firm's Percentage of Total Contract: 80%
Number of Change Orders: 0
Value of Change Orders: 0
Was Project Completed on Schedule: yes
Was Project Completed within Budget? yes

Project Number 5

Project Name: Sportsmans Park - Phase I
Description: renovations to exterior of Bldg.

Location: Prima Vista Blvd, Port St. Lucie, FL
Date completed: 2016
What product was used: Metal roofing
Client Name, Phone Number & Email: Ron Finks 772 528 2956 rfinks@cityofpsl.com
Value of Total Contract: 125,000 —
Firm's Percentage of Total Contract: 50%
Number of Change Orders: 0
Value of Change Orders: 0
Was Project Completed on Schedule: yes
Was Project Completed within Budget? yes

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.**

SPS Jensen Beach FL supplying windows and doors Bob Johnson (772) 334-2700 bjohnstone@thebuildersfirst.net

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 (X)

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:

NO Lawsuits pending or Completed within the last 40 years

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

14. List any judgments from lawsuits in the last five (5) years:
No Judgments From any lawsuits within 40 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:
No Criminal Violations or Convictions within past 40 years

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

Jon J Sly
Signature

Sec/Treas
Title

CITY OF PORT ST. LUCIE, FLORIDA
SEALED BID NO. 20160077
PROJECT TITLE: Police Athletic League (PAL) Building Improvements Project
Community Development Block Grant (CDBG) Funded

LIST OF REFERENCES

OWNER'S NAME & ADDRESS	PROJECT	CONTACT PERSON	TELEPHONE NUMBER
Ft. Pierce State Farmers mkt, US1 Ft Pierce	Farmers mkt bldg	Mike Brown	(772) 468-3917
MC Airport Stuart, Fl	Bldg Renovations	George Stokus	(772) 323-7840
Ft. Pierce Utilities Ft. Pierce FL	door replacements	Eric Winterstein	(772) 466-1600

"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: EBID - 20160077 - 0 - 2016/RH

Name of Organization/Proposer Hennis Const Co, Inc

Signature

Printed Name and Title Joseph T Short Sec/Treas

Date 4-11-16

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.

CITY OF PORT ST. LUCIE, FLORIDA
SEALED BID NO. 20160077
PROJECT TITLE: Police Athletic League (PAL) Building Improvements Project
Community Development Block Grant (CDBG) Funded

CONTRACTOR VERIFICATION FORM

THE FOLLOWING IS TO COMPLETED BY PRIME BIDDER:

Name of Firm: Hennis Const Co., Inc

Corporate Title: Sec/Treas

Address: 18500 Glades Cutoff Road

Port St. Lucie, Fl 34987
(Zip Code)

By: Joseph J Short Sec/Treas.
(Print name) (Print title)

(Authorized ~~Signature~~)

Telephone: (772) 370-5669

Fax: (772) 464-2404

State License # CBC034294 (ATTACH COPY)

County License # 4210-333-0003-0001 (ATTACH COPY)

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

Type of License: Bldg Contractor

Unlimited attached (yes/no)

If "NO", Limited to what trade? _____

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that Hennis Construction Co., Inc. does:

(Name of Business)

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

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

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

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

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

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

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

Bidder's Signature

4-11-16

Date

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
HENNIS CONSTRUCTION COMPANY, INC.
(Here insert full name and address or legal title of Contractor)
as Principal, hereinafter called the Principal, and
WESTFIELD INSURANCE COMPANY
(Here insert full name and address or legal title of Surety)
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, FL.
(Here insert full name and address or legal title of Owner)
as Obligee, hereinafter called the Obligee, in the sum of

FIVE PERCENT OF AMOUNT BID Dollars ($ 5%),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
(Here insert full name, address and description of project)
PROJECT NO. 20160077-POLICE ATHLETIC LEAGUE (PAL) BUILDING IMPROVEMENTS PROJECT

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

Signed and sealed this 9th day of APRIL 2016

(Witness)

HENNIS CONSTRUCTION COMPANY, INC
(Principal) (Seal)
PRESIDENT (Title)

(Witness)

WESTFIELD INSURANCE COMPANY
(Surety) (Seal)
ARTHUR K. BRODER (Title) AGENT & ATTORNEY IN FACT

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

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Lennis Construction Company Inc

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

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

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
18500 Glades Cutoff Road

Requester's name and address (optional)

City, state, and ZIP code
Port St. Lucie, Fl 34987

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

Employer identification number
[2][2] - [1][8][9][4][9][2]

Part II Certification

Under penalties of perjury, I certify that:

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

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 4.

Sign Here Signature of U.S. person ▶ Kathy Dennis Hunt Date ▶ 4-12-16

General Instructions

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

Purpose of Form

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

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

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

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

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 on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the 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 withholding on your share of partnership income.

CITY OF PORT ST. LUCIE 10545
BUILDING DEPARTMENT
COMPUTER SERVICE MEMBER
EXPIRE: SEPTEMBER 30, 2016

SHORT, JOSEPH
HENNIS CONSTRUCTION CO INC
18500 GLADES CUTOFF RD
PORT ST LUCIE, FL 34987

SIGNATURE _____

BUILDING CONTRACTOR

FL# CBC034294

PSL# 10966

CITY OF PORT ST. LUCIE 10545
BUILDING DEPARTMENT
COMPUTER SERVICE MEMBER
EXPIRE: SEPTEMBER 30, 2016

SHORT, JOSEPH
HENNIS CONSTRUCTION CO INC
18500 GLADES CUTOFF RD
PORT ST LUCIE, FL 34987

SIGNATURE _____

BUILDING CONTRACTOR

FL# CBC034294

PSL# 10966

ILLEGIBLE WHEN
PRESENTED FOR RECORD

ACORD

CERTIFICATE OF LIABILITY INSURANCE

OP ID: MS01

DATE (MM/DD/YYYY): 11/10/2015

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

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

PRODUCER
Florida Insurance Concepts
Port St Lucie
1548 SE Port St Lucie Blvd
Port St Lucie, FL 34952
HOUSE MELBOURNE

CONTACT NAME: Florida Insurance Concepts Inc
PHONE (A/C, No, Ext): 772-398-0466 FAX (A/C, No): 772-335-0503
E-MAIL ADDRESS: mshileyl@flinsconcepts.com
PRODUCER CUSTOMER ID #: HENNI-1

INSURED
Hennis Construction Co , Inc
Gerard Hennis
18500 Glades Cut-Off Rd
Port St Lucie, FL 34983

INSURER(S) AFFORDING COVERAGE — NAIC #
INSURER A: SOUTHERN OWNERS — 10190
INSURER B: OWNERS INSURANCE CO — 32700
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES — CERTIFICATE NUMBER: — REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY							
A	X COMMERCIAL GENERAL LIABILITY			102382 72734380-15	10/01/2015	10/01/2016	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY							
B	ANY AUTO			48-549-544-00	09/11/2015	09/11/2016	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ALL OWNED AUTOS						BODILY INJURY (Per person)	$
	X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS						PROPERTY DAMAGE (Per accident)	$
	NON-OWNED AUTOS							$
								$
	UMBRELLA LIAB OCCUR							
	EXCESS LIAB CLAIMS-MADE						EACH OCCURRENCE	$
	DEDUCTIBLE						AGGREGATE	$
	RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N	N / A				WC STATU- TORY LIMITS	OTH- ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
CARPENTRY - 1-3 STORIES

CERTIFICATE HOLDER

CITY OF PORT ST LUCIE
CONTRACTOR LICENSING DIVISION
121 SW PORT ST LUCIE BLVD
PORT ST LUCIE, FL 34984

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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E-BID #20160077

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

E-VERIFY

PROJECT TITLE: Police Athletic League (PAL) Building Improvements Project
Community Development Block Grant (CDBG) Funded

375-040-68
PROCUREMENT
06/11

Contract No: _____

Financial Project No(s): _____

Project Description: Replacement of windows and doors, painting of interior and exterior, new flooring, plumbing.

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: Henry Const Co Inc

Authorized Signature: _____

Title: Sec/Treas

Date: 4-11-16

CITY OF PORT ST. LUCIE, FLORIDA
SEALED BID NO. 20160077
PROJECT TITLE: Police Athletic League (PAL) Building Improvements 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: Hennis Const. Co., Inc

Authorized By: _____ Joseph J Short
(Sign) (Print Name)

Title: Sec/Treas Date: 4-11-16

(11)

CITY OF PORT ST. LUCIE, FLORIDA
SEALED BID NO. 20160077
PROJECT TITLE: Police Athletic League (PAL) Building Improvements 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: Heavies Coast Co, Inc

Authorized By: _____ Joseph Short
(Sign) (Print Name)

Title: Sec/Treas Date: 4-11-16

ALL SUBCONTRACTORS ARE REQUIRED TO FILL OUT THIS FORM AND SUBMIT WITH BID PACKAGE

CITY OF PORT ST. LUCIE, FLORIDA
SEALED E-BID NO. 20160077
PROJECT TITLE: Police Athletic League (PAL) Building Improvements 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: Hennis Const. Co., Inc

Authorized By: _____ Joseph J Short
(Sign) (Print Name)

Title: Sec/Treas Date: 4-11-16

(11)

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

SEALED E-BID NO. 20160077

PROJECT TITLE: Police Athletic League (PAL) Building Improvements Project
Community Development Block Grant (CDBG) Funded

State of Florida }

County of Martin }

Gerard C. Hennis, being first duly sworn, disposes and says that:
(Name/s)

1. They are President of Hennis Const. Co. 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) Gerard C Hennis

(Title) President

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

The foregoing instrument was acknowledged before me this April 11 2016
(Date)

by: Gerard C. Hennis who is personally known to me or who has produced

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

KAYLA SHORT
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF171393
Expires 10/23/2019

Kayla Short Kayla Short
Notary (print & sign name)

Commission No. FF 171393

CHECKLIST

BID # 20160077

PROJECT TITLE: Police Athletic League (PAL) Building Improvements Project
Community Development Block Grant (CDBG) Funded

Name of Bidder: Hennis Const Co, Inc

This checklist is provided to assist Bidders in the preparation of their bid response. Included in this checklist are important requirements that are the responsibility of each Bidder to submit with their response in order to make their bid response fully compliant. This checklist is only a guideline -- it is the responsibility of each Bidder to read and comply with the Invitation to Bid in its entirety.

- ✓ Bid Reply Sheet #20160077 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 #20160077.
- ✓ 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

20160077

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 second phase of this project will involve interior and exterior improvements to the PAL building located at 2101 SE Tiffany Ave, Port St. Lucie, FL. PLEASE SEE ATTACHED DESCRIPTION OF THE SCOPE OF THE WORK TO BE COMPLETED.**
Technical Specifications Attached: [**X**] Yes [ ] No (must be submitted electronically in word or excel)
Technical documents must be in word in one file, no logos, no brand names, no design specifications only performance specifications (scope of work is not to be in technical specs)
Bid Reply, must be in excel and a separate file, **no logos, no merge cells, no empty rows, no color or shading**
Plans may be PDF but must be in one file, **dated and numbered consecutively.**

Date plans received approval by City Building Department_____
Estimated time frame for completion of project after award_ **Completed by May 31, 2016**
Replacement: [X] 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

Reason for purchase or service: **Replace leaking windows and worn out and leaking doors, repaint exterior and interior, replace entryway canvass awnings, replace defective and failing water fountains and bathroom sinks and vanities, replace worn office flooring and carpet, add additional needed interior storage and remove obstructive trees and landscaping.**
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?_____1_____

_____ _____
Department Head Approval Date

2/10/2016

Solicitation Request

Project # Y1604 1185900-546100-Y1604

Police Athletic League Building

Item/Description of Work Summary:

Removal of some obstructive landscaping and or trees touching or in close proximity to the facility building along with a general trim of all adjacent landscaping plants..

Re-painting the entire exterior of the building including trim.

Replacement of all exterior commercial steel slab doors, hardware, panic bars, closers, thresholds and weather-stripping (ADA compliance).

Replacement of canvass awning material at 3 entrance door locations.

Replacement of all building glass block windows with new impact resistant windows.

Re-paint the entire facility interior.

Remove and Replace interior office space linoleum flooring.

Replace vanity in boy's restroom with a new mirror, facets, sink and hardware (ADA compliance).

Replace vanity in the girl's restroom with a new mirror, facets, sink and hardware (ADA compliance).

Remove and replace two water drinking fountains adjacent to the restrooms (ADA compliance).

Provide 3 large lockable steel storage cabinets for inside storage capacity.

SEALED ELECTRONIC BID (E-BID) DOCUMENTS FOR

CITY OF PORT ST. LUCIE

POLICE ATHLETIC LEAGUE (PAL) BUILDING IMPROVEMENTS PROJECT

Community Development
Block Grant (CDBG) Funded

Sealed Electronic Bid # 20160077
(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

Description	Page
Invitation To Bid	3
Intent	5
General Requirements	5
Specific Requirements	10
Additional Information	10
Bid Reply Form	12
Contractor's Questionnaire	16
Sample Contract	21
Forms	
Drug Free Workplace Form	44
Substitute Sheet	45
Contractor Verification Form	46
List of References	47
Non-collusion Affidavit of Prime Bidder	48
Buy America – Certificate of Compliance	49
Certification Regarding Lobbying	50
Certification Regarding Debarment, Suspension, Ineligibility, etc.	51
E-Verify Form	52
Checklist	53
Attachments:	
A – Section 3 Clause	1 - 2
B – Federal Labor Standards Provisions	1 - 4
C - 29 CFR 5.5 Davis Bacon Regulations	1 - 8
D - Davis Bacon – Fact Sheet #66	1 - 2
E– Whistleblower Know Your Rights Poster	1
F- Vendor Code of Ethics	1 - 2
G – Davis Bacon Provisions "Summary"	1 - 2
E-Bid Reply Excel Spreadsheet – Schedule A	1

INVITATION TO BID

Sealed Electronic Bid (E-Bid) #20160077 for the Police Athletic League (PAL) Building Improvements 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 **April 12, 2016 at 10:00:00 AM EST.**

A one-time only Site Visit for all Bidders will be held at the PAL Building located at 2101 SE Tiffany Avenue, Port St. Lucie, Florida on **Monday, March 28, 2016 at 11:00 AM.** No questions will be answered at the site visit. All questions are to be submitted in writing at which time they will be answered in the form of an Addendum.

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@citvofpsl.com . The City will not be responsible for oral clarification of questions. Questions received after **April 4, 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 - 60.
- E-Bid Reply Sheet #20160077, pages 12 - 15 (included in E-Bid Specifications)
- E-Bid Reply Excel Spreadsheet, page 1 (not included in E-Bid Specifications)
- Attachment A – Section 3 Clause, pages 1 – 2 (not included in E-Bid Specifications)
- Attachment B – Federal Labor Standards Provisions, pages 1 – 4 (not included in E-Bid Specifications)
- Attachment C – 29 CFR 5.5 Davis Bacon Regulations, pages 1 - 8 (not included in E-Bid Specifications)
- Attachment D- Davis Bacon Fact Sheet #66, pages 1 - 2 (not included in E-Bid Specifications)
- Attachment E - Whistleblowers Know Your Rights Poster, page 1 (not included in E-Bid Specifications)
- Attachment F – Vendor Code of Ethics, pages 1 -2 (not included in E-Bid Specifications)
- Attachment G – 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 # 20160077
Police Athletic League (PAL) Building Improvements 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 Improvements Project located at 2101 SE Tiffany Avenue, Port St. Lucie, Florida. The project includes painting interior and exterior of the building, door replacements, bathroom renovations, new flooring and window replacements. The project is funded by a Community Development Block Grant (CDBG).

It is the intent of the City to enter into a unit price contract with one (1) qualified Contractor to provide all materials, supplies, labor, permits, and equipment necessary for the building improvements at the PAL building. The estimated Contract period is estimated at sixty (60) 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 Building 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 #20160077. 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 that 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 #20160077 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) files. **No hard copies will be accepted.**

A. Request Bid Specifications, #20160077 from Onvia, via web page www.demandstar.com or via the City's web page www.cityofpsl.com.

B. Download the E-Bid Reply Sheet #20160077 and save to your hard drive, program is in Microsoft Word 2007 Professional. Enter the unit prices on the E-Bid Reply Sheet #20160077 and save.

C. Complete company information on E-Bid Reply Sheet #20160077.

D. Enter the lump sum amount on the Demandstar web page. Discrepancies between the E-Bid Reply Excel Spreadsheet uploaded to Demandstar, the dollar amount listed on the web page and the E-Bid Reply Sheet #20160077 will be resolved in favor of the E-Bid Reply Excel Spreadsheet that is uploaded at time of submittal.

E. Electronically sign the E-Bid Reply Sheet #20160077 where indicated.

File #1:

F. Upload the E-Bid Reply Excel Spreadsheet in the Excel format.

File #2:

G. Upload and submit the E-Bid Reply Sheet #20160077, 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 #20160077. YOU MUST PRESS THE "SUBMIT RESPONSE" button on the second page for your bid to be received.

H. 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 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 City Permit Fees that will be required:

- Exterior Door Permit - $75 plus $4.00 tax for each door
- Window Replacement Permit - $75.00 for the 1st one plus $5.00 each additional window
- Plumbing Permit – Not 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 #20160077

Police Athletic League (PAL) Building Improvements 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 Bid Reply Total from Schedule "A" on Line #17: $_____
(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 #20160077 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"

Line #	Description	Unit of Measure	Estimated Quantity
1	General Requirements (Insurance, Permits & Administrative Costs)	LS	1
2	Mobilization / Demobilization	LS	1
3	Painting of the Interior – Sherwin Williams Paint only	LS	1
4	Painting of Exterior & Trim – Sherwin Williams Paint only	LS	1
5	Remove Old Glass Block Windows & Replace with New Impact Resistant Windows (Fixed Glass) 48 inch x 72 inch	EA	12
6	Remove Old Exterior Doors & Replace with New Commercial Steel Slab Doors and Frames 3-0 / 7-0 Singles including Schlage Hardware, Panic Bars, Closers, Thresholds & Weather-Stripping	EA	2
7	Remove Old Exterior Doors & Replace with New Commercial Steel Slab Doors and Frames 6-0 / 7-0 No Glass including Schlage Hardware, Panic Bars, Closers, Thresholds & Weather-Stripping	EA	1
8	Remove Old Exterior Doors & Replace with New Commercial Steel Slab Doors and Frames 6-0 / 7-0 With Glass including Schlage Hardware, Panic Bars, Closers, Thresholds & Weather-Stripping	EA	2

9	Remove Old Vanity in Girls Restroom & Replace with 60 inch Wood Vanity, 2 each Side by Side 20 inch x 17 inch Ceramic Sinks (or of a standard size) with Moen Faucets & Formica Counter Top (Vanity shall a cabinet & drawer for storage capacity)	EA	1
10	Remove Old Vanity in Boys Restroom & Replace with New 40 inch Wood Vanity, 1 each 20 inch x 17 inch Ceramic Sink (or of standard size) with a Moen Faucet & Formica Counter Top (Vanity shall have a cabinet & drawer for storage capacity)	EA	1
11	Remove Old Mirror in Girls Restroom & Replace with New Mirror 63 inch wide x 44 inch tall Wall Mounted Mirror over the Vanity	EA	1
12	Remove Old Mirror in Boys Restroom & Replace with New Mirror 48 inch wide x 45 inch tall Wall Mounted Mirror over the Vanity	EA	1
13	Remove Old Flooring in Office & Conference Room & Replace with New 12 in x 12 inch VCT Tile	SF	1,000
14	Remove & Replace Drinking Water Fountains Adjacent to the Restrooms with Like Kind & Size	EA	2
15	Replace Canvas Awning Material at 3 Entrance Door Locations	EA	3
16	New Large Lockable Steel Storage Cabinets for Inside Storage Capacity, Durham Heavy Duty Storage Cabinets 250-4S-95 (48"W x 24"D x 72"T) or equal	EA	6

All items replaced and their installation must be in compliance with any and all current applicable American's with Disabilities Act regulations and Florida Building Codes.

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 a 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 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) commercial remodeling projects 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.

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 #20160077

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 #20160077, **Police Athletic League (PAL) Building Improvements 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 building improvements at the PAL building. All work shall be in accordance with any and all American's with Disabilities Act regulations and Florida Building codes.

Schedule "A"

Line #	Description	Unit of Measure	Estimated Quantity
1	General Requirements (Insurance, Permits & Administrative Costs)	LS	1
2	Mobilization / Demobilization	LS	1
3	Painting of the Interior – Sherwin Williams Paint only	LS	1
4	Painting of Exterior & Trim – Sherwin Williams Paint only	LS	1
5	Remove Old Glass Block Windows & Replace with New Impact Resistant Windows (Fixed Glass) 48 inch x 72 inch	EA	12
6	Remove Old Exterior Doors & Replace with New Commercial Steel Slab Doors and Frames 3-0 / 7-0 Singles including Schlage Hardware, Panic Bars, Closers, Thresholds & Weather-Stripping	EA	2
7	Remove Old Exterior Doors & Replace with New Commercial Steel Slab Doors and Frames 6-0 / 7-0 No Glass including Schlage Hardware, Panic Bars, Closers, Thresholds & Weather-Stripping	EA	1
8	Remove Old Exterior Doors & Replace with New Commercial Steel Slab Doors and Frames 6-0 / 7-0 With Glass including Schlage Hardware, Panic Bars, Closers, Thresholds & Weather-Stripping	EA	2
9	Remove Old Vanity in Girls Restroom & Replace with 60 inch Wood Vanity, 2 each Side by Side 20 inch x 17 inch Ceramic Sinks (or of a standard size) with Moen Faucets & Formica Counter Top (Vanity shall a cabinet & drawer for storage capacity)	EA	1
10	Remove Old Vanity in Boys Restroom & Replace with New 40 inch Wood Vanity, 1 each 20 inch x 17 inch Ceramic Sink (or of standard size) with a Moen Faucet & Formica Counter Top (Vanity shall have a cabinet & drawer for storage capacity)	EA	1
11	Remove Old Mirror in Girls Restroom & Replace with New Mirror 63 inch wide x 44 inch tall Wall Mounted Mirror over the Vanity	EA	1
12	Remove Old Mirror in Boys Restroom & Replace with New Mirror 48 inch wide x 45 inch tall Wall Mounted Mirror over the Vanity	EA	1

13	Remove Old Flooring in Office & Conference Room & Replace with New 12 in x 12 inch VCT Tile	SF	1,000
14	Remove & Replace Drinking Water Fountains Adjacent to the Restrooms with Like Kind & Size	EA	2
15	Replace Canvas Awning Material at 3 Entrance Door Locations	EA	3
16	New Large Lockable Steel Storage Cabinets for Inside Storage Capacity, Durham Heavy Duty Storage Cabinets 250-4S-95 (48"W x 24"D x 72"T) or equal	EA	6

- Replacement windows will be impact resistant and meet or exceed full High Velocity Hurricane Zone (HVHZ) ratings along with meeting or exceeding current Energy Star ratings and/or any new required energy codes.

- All painting will require the necessary surface preparation work and any required primers. In addition, all main final colors will require a minimum of two (2) coats or applications. Sherwin Williams products are required to be used. All paint products will be in the original containers with the manufacture's label intact. The paint shall not be thinned or modified in any way.

  The Contractor shall, in accordance with OSHA standards, erect "wet paint" signs and temporary roping around work areas shall be installed and maintained while work is in progress.

  The Contractor will be responsible to maintain a safe and clean work site, being extremely cautious and controlling of overspray. The Contractor will protect all adjacent areas not to be painted by taking appropriate measures. Areas to be protected include, but not limited to, cameras, cars, windows, doors, surrounding lawn, trees, shrubbery, floors, walkways, sprinkler systems, hardware, accessories, device plates, lighting fixtures, and electric meters. Any overspray that occurs will be the Contractor's liability.

  The cleaning of the brushes, pans or painting supplies or tools is strictly prohibited using hoses interior sinks, bathrooms, etc. located on the premises that could result in material entering the storm water system.

- All items replaced must be brand new and include any applicable warranties.

- Shop Drawings for all products are to be submitted and approved prior to installation.

- All colors and finishes are to be approved prior to installation.

- 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 sixty (60) calendar days thereafter on _____, 2016. The Contractor will be required to commence work under this Contract within ten (10) calendar days after the start date identified in this Contract. In the event all work required in the bid specifications has not been completed by the specified date, the Contractor agrees to provide work as authorized by the Project Manager until all work specified in the bid specifications has been rendered. Written requests shall be submitted to the Project Manager for consideration of extension of completion time due to strikes, unavailable materials, or other similar causes over which the Contractor feels he has no control. Requests for time extensions shall be submitted immediately but in no event more than two (2) weeks upon occurrence of conditions, which, in the opinion of the Contractor, warrant such an extension with reasons clearly stated and a detailed explanation given as to why the delays are considered to be beyond the Contractor's control.

SECTION IV
RENEWAL OPTION

Not applicable to this Contract.

SECTION V
COMPENSATION

The total amount to be paid by the City to the Contractor is on a per unit price basis listed on Schedule "A" for a total amount of $_____, plus a one-time 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 #20160077 – Police Athletic League (PAL) Building Improvements 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: Payment & Performance Bonds: If over $200,000.00, the Contractor will be required to furnish an acceptable recorded Performance and Payment Bond complying with the statutory requirements set forth in Section 255.05, Florida Statutes, in the amount of one hundred (100%) percent of the Contract price. A fully authorized Surety, licensed by the State of Florida shall execute the Performance and Payment Bond. The Performance and Payment Bond shall remain in full force and effect a minimum of one (1) year after the work has been completed and final acceptance of the work is issued by the City.

Should the Surety become irresponsible during the time the Contract is in force, the City may require additional and sufficient sureties and the Contractor shall furnish same to the satisfaction of the City within ten (10) days after written notice to do so. In default thereof, the Contract may be suspended as herein provided.

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

SECTION 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 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

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* 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

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.

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

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

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

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

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

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

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

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

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

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

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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
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 insure 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 five hundred ($500.00) dollars as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed. The Contractor and his sureties shall be jointly and severally liable to the City for the amount thereof.

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

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

SECTION XVII
LICENSING

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

SECTION XVIII
SAFETY PRECAUTIONS

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

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

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

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

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

SECTION XIX
LAW AND VENUE

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

SECTION XX
REIMBURSEMENT FOR INSPECTION

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

SECTION XXI
APPROPRIATION APPROVAL

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

SECTION XXII
ENTIRE CONTRACT

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

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

CITY OF PORT ST. LUCIE FLORIDA
By: _____
City Manager

By:_____
Authorized Representative of (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. 20160077
PROJECT TITLE: Police Athletic League (PAL) Building Improvements 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. 20160077
PROJECT TITLE: Police Athletic League (PAL) Building Improvements 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? _____

CITY OF PORT ST. LUCIE, FLORIDA
SEALED BID NO. 20160077
PROJECT TITLE: Police Athletic League (PAL) Building Improvements Project
Community Development Block Grant (CDBG) Funded

LIST OF REFERENCES

OWNER'S NAME & ADDRESS	PROJECT	CONTACT PERSON	TELEPHONE NUMBER

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER
SEALED E-BID NO. 20160077
PROJECT TITLE: Police Athletic League (PAL) Building Improvements 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.

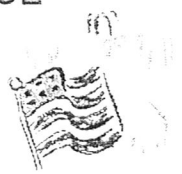
_____
Notary (print & sign name)

Commission No. _____

CITY OF PORT ST. LUCIE, FLORIDA
SEALED E-BID NO. 20160077
PROJECT TITLE: Police Athletic League (PAL) Building Improvements 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. 20160077
PROJECT TITLE: Police Athletic League (PAL) Building Improvements 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. 20160077
PROJECT TITLE: Police Athletic League (PAL) Building Improvements 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 #20160077

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

E-VERIFY

PROJECT TITLE: Police Athletic League (PAL) Building Improvements 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 # 20160077

PROJECT TITLE: Police Athletic League (PAL) Building Improvements 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 #20160077 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 #20160077.

_____ 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 3 Clause

City of Port St. Lucie
Police Athletic League (PAL) Building Improvements Project
Community Development Block Grant (CDBG) Funded

(2 Pages follow as a separate attachment)

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ATTACHMENT B

Federal Labor Standards Provisions

City of Port St. Lucie
Police Athletic League (PAL) Building Improvements Project
Community Development Block Grant (CDBG) Funded

(4 Pages follow as a separate attachment)

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ATTACHMENT C

29 CFR 5.5 Davis Bacon Regulations

City of Port St. Lucie
Police Athletic League (PAL) Building Improvements Project
Community Development Block Grant (CDBG) Funded

(8 Pages follow as a separate attachment)

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ATTACHMENT D

Davis Bacon Fact Sheet #66

City of Port St. Lucie
Police Athletic League (PAL) Building Improvements Project
Community Development Block Grant (CDBG) Funded

(2 Pages follow as a separate attachment)

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ATTACHMENT E

Whistleblowers Know Your Rights Poster

City of Port St. Lucie
Police Athletic League (PAL) Building Improvements Project
Community Development Block Grant (CDBG) Funded

(1 Pages follow as a separate attachment)

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ATTACHMENT F

Vendor Code of Ethics

City of Port St. Lucie
Police Athletic League (PAL) Building Improvements Project
Community Development Block Grant (CDBG) Funded

(2 Page follows as a separate attachment)

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ATTACHMENT G

Davis Bacon Provisions "Summary"

City of Port St. Lucie
Police Athletic League (PAL) Building Improvements Project
Community Development Block Grant (CDBG) Funded

(2 Page follows as a separate attachment)

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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.

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 rated 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 CFR5.5(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 1 01 0, 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
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29 CFR 5.5 - Contract provisions and related matters.

Davis Bacon Regulations

- **Section Number:** 5.5
- **Section Name:** Contract provisions and related matters.

(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in Sec. 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, provided, that such modifications are first approved by the Department of Labor):

(1) Minimum wages.

(a) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in Sec. 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily

seen by the workers.

(2) Classifications of Workers:

A. - The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
(2) The classification is utilized in the area by the construction industry; and
(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

B. - If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

C. - In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

D. - The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(3) Fringe Benefit Information:

A. - Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics 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

anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

B. - Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

C. - Payrolls and basic records. (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(5) Payroll Information:

A. - The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be

maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired.

Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

B. - Each payroll submitted shall be accompanied by a ``Statement of Compliance,'' signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under Sec. 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under Sec. 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

C. - The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the ``Statement of Compliance'' required by paragraph (a)(3)(ii)(B) of this section.

D. - The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees--(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training

Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility. (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Contract Work Hours and Safety Standards Act. The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Sec. 5.5(a) or 4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the 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 iparagraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible

for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in Sec. 5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

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U.S. Department of Labor
Wage and Hour Division

U.S. Wage and Hour Division

(April 2009)

Fact Sheet #66: The Davis-Bacon and Related Acts (DBRA)

This fact sheet provides general information concerning DBRA.

Coverage

DBRA requires payment of prevailing wages on federally funded or assisted construction projects. The Davis-Bacon Act applies to each federal government or District of Columbia contract in excess of $2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Many federal laws that authorize federal assistance for construction through grants, loans, loan guarantees, and insurance are Davis-Bacon "related Acts." The "related Acts" include provisions that require Davis-Bacon labor standards apply to most federally assisted construction. Examples of "related Acts" include the Federal-Aid Highway Acts, the Housing and Community Development Act of 1974, and the Federal Water Pollution Control Act.

Basic Provisions/Requirements

Contractors and subcontractors must pay laborers and mechanics employed directly upon the site of the work at least the locally prevailing wages (including fringe benefits), listed in the Davis-Bacon wage determination in the contract, for the work performed. Davis-Bacon labor standards clauses must be included in covered contracts.

The Davis-Bacon "prevailing wage" is the combination of the basic hourly rate and any fringe benefits listed in a Davis-Bacon wage determination. The contractor's obligation to pay at least the prevailing wage listed in the contract wage determination can be met by paying each laborer and mechanic the applicable prevailing wage entirely as cash wages or by a combination of cash wages and employer-provided bona fide fringe benefits. Prevailing wages, including fringe benefits, must be paid on all hours worked on the site of the work.

Apprentices or trainees may be employed at less than the rates listed in the contract wage determination only when they are in an apprenticeship program registered with the Department of Labor or with a state apprenticeship agency recognized by the Department.

Contractors and subcontractors are required to pay covered workers weekly and submit weekly certified payroll records to the contracting agency. They are also required to post the applicable Davis-Bacon wage determination with the Davis-Bacon poster (WH-1321) on the job site in a prominent and accessible place where they can be easily seen by the workers.

Davis-Bacon Wage Determinations

Davis-Bacon wage determinations are published on the Wage Determinations On Line (WDOL) website for contracting agencies to incorporate them into covered contracts. The "prevailing wages" are determined based on wages paid to various classes of laborers and mechanics employed on specific types of construction projects in an area. Guidance on determining the type of construction is provided in All Agency Memoranda Nos. 130 and 131.

Penalties/Sanctions and Appeals

Contract payments may be withheld in sufficient amounts to satisfy liabilities for underpayment of wages and for liquidated damages for overtime violations under the Contract Work Hours and Safety Standards Act (CWHSSA). In addition, violations of the Davis-Bacon contract clauses may be grounds for contract termination, contractor liability for any resulting costs to the government and debarment from future contracts for a period up to three years.

Contractors and subcontractors may challenge determinations of violations and debarment before an Administrative Law Judge (ALJ). Interested parties may appeal ALJ decisions to the Department's Administrative Review Board. Final Board determinations on violations and debarment may be appealed to and are enforceable through the federal courts.

Typical Problems

(1) Misclassification of laborers and mechanics. (2) Failure to pay full prevailing wage, including fringe benefits, for all hours worked (including overtime hours). (3) Inadequate recordkeeping, such as not counting all hours worked or not recording hours worked by an individual in two or more classifications during a day. (4) Failure of to maintain a copy of bona fide apprenticeship program and individual registration documents for apprentices. (5) Failure to submit certified payrolls weekly. (6) Failure to post the Davis-Bacon poster and applicable wage determination.

Relation to State, Local, and Other Federal Laws

The Copeland "Anti-Kickback" Act prohibits contractors from in any way inducing an employee to give up any part of the compensation to which he or she is entitled under his or her contract of employment, and requires contractors to submit a weekly statement of the wages paid to each employee performing DBRA covered work.

Contractors on projects subject to DBRA labor standards may also be subject to additional prevailing wage and overtime pay requirements under State (and local) laws. Also, overtime work pay requirements under CWHSSA) and the Fair Labor Standards Act may apply.

Under Reorganization Plan No. 14 of 1950, (5 U.S.C.A. Appendix), the federal contracting or assistance-administering agencies have day-to-day responsibility for administration and enforcement of the Davis-Bacon labor standards provisions and, in order to promote consistent and effective enforcement, the Department of Labor has regulatory and oversight authority, including the authority to investigate compliance.

Where to Obtain Additional Information

For additional information, visit our Wage and Hour Division Website: http://www.wagehour.dol.gov and/or call our toll-free information and helpline, available 8 a.m. to 5 p.m. in your time zone, 1-866-4USWAGE (1-866-487-9243).

This publication is for general information and is not to be considered in the same light as official statements of position contained in the regulations.

U.S. Department of Labor
Frances Perkins Building
200 Constitution Avenue, NW
Washington, DC 20210

1-866-4-USWAGE
TTY: 1-866-487-9243
Contact Us

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 #20150077

E-BID REPLY EXCEL SPREADSHEET

POLICE ATHLETIC LEAGUE (PAL) BUILDING

IMPROVEMENTS PROJECT

SCHEDULE "A"

Company Name: _____

Line Item No.	Description	Unit	Quantity	Unit Price	Total Cost
1	General Requirements (Insurance, Permits & Administrative Costs)	LS	1		$ -
2	Mobilization / Demobilization	LS	1		$ -
3	Painting of the Interior - Sherwin Williams Paint only	LS	1		$ -
4	Painting of the Exterior & Trim - Sherwin Williams Paint only	LS	1		$ -
5	Remove Old Glass Block Windows & Replace with New Impact Resistant Windows (Fixed Glass) 48 inch by 72 inch	EA	12		$ -
6	Remove Old Exterior Doors & Replace with New Commercial Steel Slab Doors & Frames 3-0 / 7-0 Singles including Schlage Hardware, Panis Bars, Closers, Thresholds & Weather Stripping	EA	2		$ -
7	Remove Old Exterior Doors & Replace with New Commercial Steel Slab Doors & Frames 6-0 / 7-0 No Glass including Schlage Hardware, Panis Bars, Closers, Thresholds & Weather Stripping	EA	1		
8	Remove Old Exterior Doors & Replace with New Commercial Steel Slab Doors & Frames 6-0 / 7-0 With Glass including Schlage Hardware, Panis Bars, Closers, Thresholds & Weather Stripping	EA	2		$ -
9	Remove Old Vanity in Girls Restroom & Replace with New 60 inch Wood Vanity, 2 each Side by Side 20 inch x 17 inch Ceramic Sinks (or of a standard size) with Moen Faucets & Formica Counter Top (vanity shall have cabinet & drawer storage capacity)	LS	1		$ -
10	Remove Old Vanity in Boys Restroom & Replace with New 40 inch Wood Vanity, 1 each 20 inch x 17 inch Ceramic Sink (or of standard size) with a Moen Faucet Counter Top (vanity shall have cabinet & drawer storage capacity)	LS	1		$ -
11	Remove Old Mirror in Girls Restroom & Replace with New Mirror 63 inch wide x 44 inch tall Wall Mounted Mirror over the Vanity	EA	1		$ -
12	Remove Old Mirror in Boys Restroom & Replace with New Mirror 48 inch wide x 45 inch tall Wall Mounted Mirror over the Vanity	EA	1		$ -
13	Remove Old Flooring in Office & Conference Room & Replace with New 12 inch x 12 inch VCT Tile	SF	1000		$ -
14	Remove & Replace Drinking Water Fountains Adjacent to the Restrooms with Like Kind & Size	EA	2		$ -
15	Replace Canvas Awning Material at 3 Entrance Door Locations	EA	3		$ -
16	New Large Lockable Steel Storage Cabinets for Inside Storage Capacity, Durham Heavy Duty Storage Cabinets 250-4S-95 (48"W x 24"D x 72"T) or equal	EA	6		$ -
17	**Total Amount**				**$ -**

NOTES:

1 Unit prices can only go to 2 decimals. Example: $5.2555 is unacceptable - $5.25 is acceptable.

Addendum #1
E-Bid #20160077
Police Athletic League (PAL) Building Improvements
March 31, 2016

Questions:

1. Q: Will the items inside the building be moved away from areas that require work or will it be the responsibility of the Contractor to move and then replace to existing location? Does this apply to signs and posters inside the building?

   A: Items inside the building such as banners, posters, pictures and signs, etc will be removed by PAL staff and volunteers. We will also assist with the moving of other items such as storage sheds/closets and any other items that may be deemed to be in the way of work upon request of the Contractor unless PAL staff determines doing so is beyond their technical abilities. The boxing ring will be disassembled and moved by PAL staff and volunteers at a time coordinated between the Contractor and PAL.

2. Q: Please clarify that the painting of the interior means all vertical surfaces within the interior space including all of the office space walls, etc.?

   A. Painting will include all vertical surfaces within the interior space, all office space and restroom walls.

3. Q: Will any work be required (painting, etc.) to the exposed ceiling in the building?

   A: Just the repair of any torn areas of insulation in the exposed ceiling areas. Painting of the exposed ceiling area will not be required.

4. Q: Is an electronic copy of the floor plan and elevations of the existing building available for use?

   A: Not at this time.

5. Q: Has the city determined if the mastic under the existing tile or carpet does or does not contain asbestos where the new VCT Tile is to be installed?

   A: The City has not performed any testing to determine if there is asbestos in the mastic.

Addendum #2
E-Bid #20160077
Police Athletic League (PAL) Building Improvements
April 1, 2016

Revisions:

1. The E-Bid Reply Excel Spreadsheet has been revised and will be issued as Addendum #3. This will be the only form accepted unless directed in a future Addendum. Addendum #3 must be acknowledged on the E-Bid Reply Sheet.

Questions:

1. Q: In Addendum #1, Question #3 – Are you referring to the white vinyl back insulation?
   A: Yes, the white vinyl backed insulation at the roof/ceiling.

2. Q: What year was the building built?
   A. 2000

3. Q: The exterior painting – who removes the shrubs prior to painting?
   A: It will be the Contractor's responsibility. The E-Bid Reply Excel Spreadsheet has been revised to include a line item for this. Refer to Addendum #3.

4. Q: Are the new door frames to be grouted?
   A: Yes

5. Q: Are the new doors to have the exact hardware setup as existing? Example, all double doors are egress with panic devices? Are all doors are active? Are there any inactive doors on the project? Please clarify.
   A: Yes, doors should have the same hardware setup with panic bars, etc. All doors are active.

6. Q: When removing vanities do we include tile floor repairs?
   A: Yes, include tile floor repairs in the bid price.

7. Q: Item #13 – How many offices receive new 12 x 12 inch VCT? Do we include the corridor?
   A: All interior office (3) plus the corridor and conference room.

8. Q: Item #15 – Replace canvas awnings at three (3) locations, there are five (5) awnings. Are we replacing only awnings at the double door entries?
   A: Correction – Replace all awnings over the doors for a total of five (5).

9. Q: For the areas that receive the new VCT – are we replacing the vinyl base boards?
   A: Yes, replace all vinyl base boards.

10. Q: Do all doors receive new stainless steel hinges?
    A: Yes

ADDENDUM #3 - E-BID #20150077

REVISED E-BID REPLY EXCEL SPREADSHEET

POLICE ATHLETIC LEAGUE (PAL) BUILDING

IMPROVEMENTS PROJECT

SCHEDULE "A"

Company Name: _____

Line Item No.	Description	Unit	Quantity	Unit Price	Total Cost
1	General Requirements (Insurance, Permits & Administrative Costs)	LS	1		$ -
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5	Remove Old Glass Block Windows & Replace with New Impact Resistant Windows (Fixed Glass) 48 inch by 72 inch	EA	12		$ -
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7	Remove Old Exterior Doors & Replace with New Commercial Steel Slab Doors & Frames 6-0 / 7-0 No Glass including Schlage Hardware, Panis Bars, Closers, Thresholds & Weather Stripping	EA	1		
8	Remove Old Exterior Doors & Replace with New Commercial Steel Slab Doors & Frames 6-0 / 7-0 With Glass including Schlage Hardware, Panis Bars, Closers, Thresholds & Weather Stripping	EA	2		$ -
9	Remove Old Vanity in Girls Restroom & Replace with New 60 inch Wood Vanity, 2 each Side by Side 20 inch x 17 inch Ceramic Sinks (or of a standard size) with Moen Faucets & Formica Counter Top (vanity shall have cabinet & drawer storage capacity)	LS	1		$ -
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11	Remove Old Mirror in Girls Restroom & Replace with New Mirror 63 inch wide x 44 inch tall Wall Mounted Mirror over the Vanity	EA	1		$ -
12	Remove Old Mirror in Boys Restroom & Replace with New Mirror 48 inch wide x 45 inch tall Wall Mounted Mirror over the Vanity	EA	1		$ -
13	Remove Old Flooring in Office & Conference Room & Replace with New 12 inch x 12 inch VCT Tile	SF	1000		$ -
14	Remove & Replace Drinking Water Fountains Adjacent to the Restrooms with Like Kind & Size (ADA Compliant)	EA	2		$ -
15	Replace Canvas Awning Material at 3 Entrance Door Locations	EA	5		$ -
16	New Large Lockable Steel Storage Cabinets for Inside Storage Capacity, Durham Heavy Duty Storage Cabinets 250-4S-95 (48"W x 24"D x 72"T) or equal	EA	6		$ -
17	Removal of obstructive landscaping and/or trees toughing or in close proximity of the facility along with a general trim of all adjacent landscaping plants	LS	1		$ -
18	**Total Amount**				$ -

NOTES:

1 Unit prices can only go to 2 decimals. Example: $5.2555 is unacceptable - $5.25 is acceptable.

One-Time Only Site Visit
E-BID #20160077
PAL Building Improvements Project
March 28, 2016 @ 11:00 am

	Name (Please PRINT legibly)	Company Name	E-Mail Address	Telephone # & FAX #
1.	Robyn Holder	City of PSL - PMD	Rholder@cityofpsl.com	T 344-4293 F 871-7337
2.	Richard Reinhart	Johnsen - Laux	richard@johnsen-laux.com	T 754 281 8205 F 407 770 2181
3.	Joseph Short	Hennis Const	Henniscontractor@yahoo	T 772 370 5669 F 772.464.2404
4.	Jerry Hennis	Hennis const		T F
5.	Bill May	PSLPD	bill.maye cityofpsl.com	T 772 201 0925 F
6.	Lauhones Dacenty	ARCH BLDG, LLC	ABC@ARCHBLDG.NET	T 561-262-5494 F
7.	Misael Rodriguez	True Color enterprise		T F 772 215 7022
8.	Lauren Hodge	One call Property	lauren@onecallprop.com	T 772 223 8400

One-Time Only Site Visit
E-BID #20160077
PAL Building Improvements Project
March 28, 2016 @ 11:00 am

	Name (Please PRINT legibly)	Company Name	E-Mail Address	Telephone # & FAX #
				F
9.	Brown Johnson	True Colors	Reyvapm@GMAIL.com	T 215 7022
				F
10.				T
				F
11.				T
				F
12.				T
				F

E-Bid Opening
E-BID #20160077
PAL Building Improvements Project
April 12, 2016 @ 10:00 am

	Name (Please PRINT legibly)	Company Name	E-Mail Address	Telephone # & FAX #
1.	Robyn Holder	City of PSL - PMD	Rholder@cityofpsl.com	T 344-4293
				F 871-7337
2.	Gina Jolly	City of PSL - PMD	gjolly@cityofpsl.com	T 344-4055
				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 #: 13D
Meeting Date: 5/23/16

TO: Mayor and City Council

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

FROM: Gina Jolly, Buyer, Procurement Management Department

Agenda Item: Motion: E-Bid #20160097, Construction of the Glades Wastewater Treatment Facility Bio Solid Cake System

Submittal Date: 5/12/2016

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

BACKGROUND: The Glades Wastewater Treatment Facility (WWTF), has an on-site system for dewatering and conveyance of municipal bio-solids (sludge) cake. The existing conveyance system has experienced multiple reliability problems and repeated failure. The failure of any single conveyor will halt the entire conveyance system for extended periods. In the interest of protecting public property and the public health and safety, it is recommended that the Glades WWTF bio-solids cake conveyance system be upgraded. Because of the systems unreliability, the Utility Systems Department has been working to design a new system based on pumping the bio-solids to replace the most problematic of the conveyors. Currently, the conveyance system has recently suffered another breakdown and is out of service. All required components for the installation of the pump system have been previously approved by Council and are on order. An E-Bid was issued on March 23, 2016 using Contract #20160069 for pre-qualified Water and Wastewater Contractors. This pre-qualified Contractor list was approved by Council on February 22, 2016. The bid opened on April 22, 2016 with two (2) proposals being received.

ANALYSIS: The Glades WWTF is a critical component of the waste water system and must remain operational. Therefore, if repairs are not started immediately the

Utility Systems Department may be required to utilize the services of an outside contractor to process the bio-solids. The cost for this service is approximately $20,000 a week. Staff reviewed the two proposals and find that Florida Design Drilling Corporation provides the best value to the City. Florida Design Drilling Corporation has completed several successful projects for the City. Florida Design Drilling Corporation is not a local vendor.

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

LEGAL INFORMATION: Reviewed by Ella Gilbert on 4/19/16 and approved as to form.

STAFF RECOMMENDATION: Approve award and Contract #20160097 for Construction of the Glades WWTF Bio Solids Cake System to Florida Design Drilling Corporation in the amount of $519,000.00 plus a one-time $10.00 Indemnification fee. Contract period is for two hundred forty (240) calendar days with no option to renew

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 5/23/2016

LOCATION OF PROJECT: Glades WWTF, 10700 Glades Cut Off Rd. Port St. Lucie, Fl. 34987

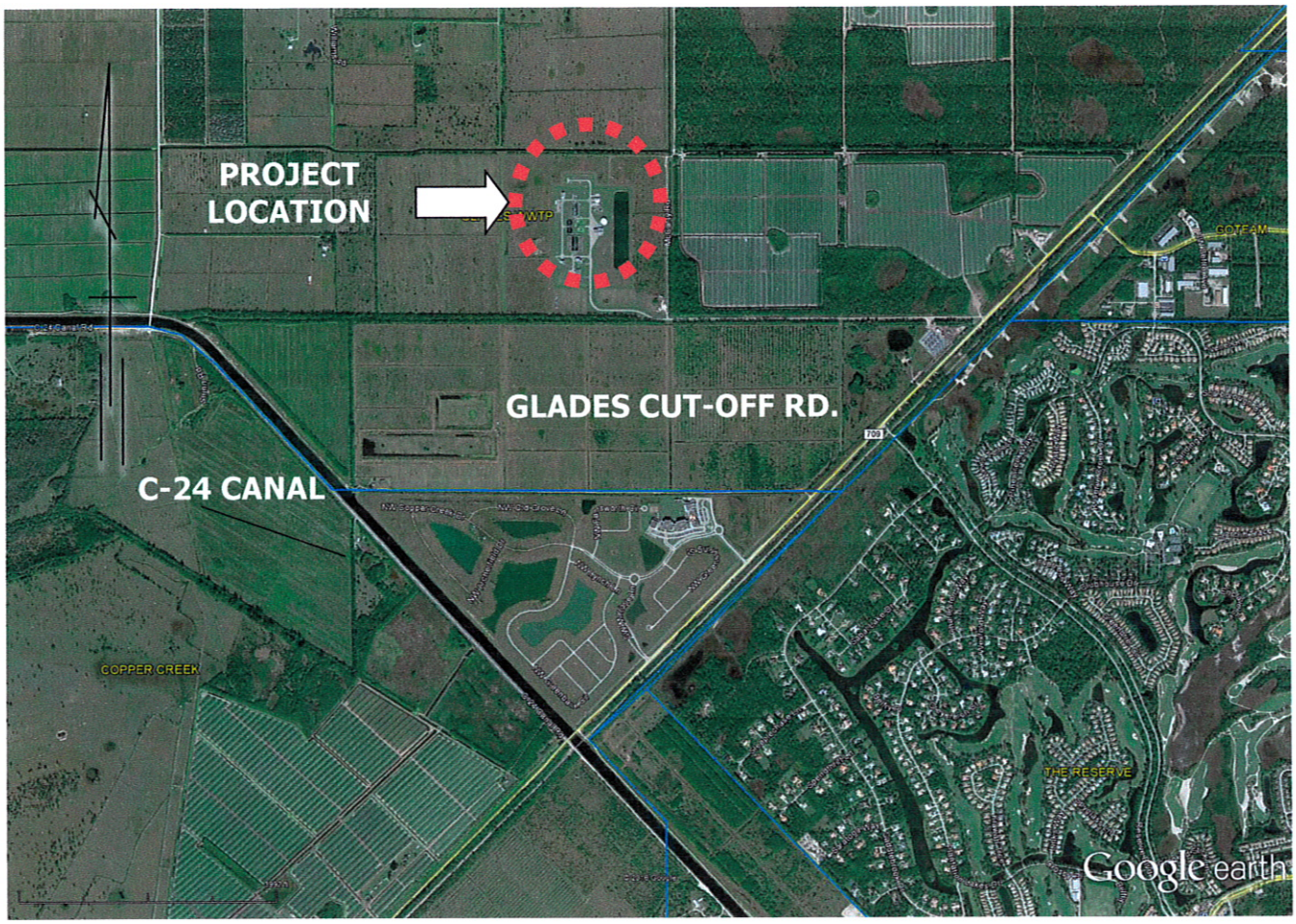
ATTACHMENTS: Location Map, Contract, E-Bid Tabulation Report, Winning Proposal, Solicitation Request, E-Bid Document, Addendums 1-6, Attachments A-C, Sign In Sheets, Unsuccessful Proposals

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

RECEIVED

MAY 1 2 2016

CITY MANAGER'S OFFICE



PROJECT LOCATION MAP

CITY OF PORT SAINT LUCIE
CONTRACT #20160097

This CONTRACT, executed this _____ day of _____, 2016, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and Florida Florida Design Drilling Corporation, 7733 Hooper Road, West Palm Beach, Fl. 33411 (561) 844-2966 Fax No. (561) 844-2967 hereinafter called "Contractor", party of the second part.

RECITALS

In consideration of the below agreements and covenants set forth herein, the parties agree that all Terms and Conditions of the Master Contract # 20160063 shall apply and by reference is made part of this contract.

SECTION I
NOTIFICATIONS

As used herein the Project Manager shall mean:

Richard M. Schoenborn, P.E., Senior Civil-Utility Engineer
Utility Engineering
City of Port St Lucie, Utility Systems Department
121 SW Port St Lucie Blvd.
Port St Lucie, FL 34984
Telephone: (772) 873-6485
Email: rshoenborn@cityofpsl.com

As used herein the Contract Administrator shall mean:

Gina Jolly, Buyer
City of Port St. Lucie Procurement Management Department
121 SW Port St. Lucie Blvd.
Port St. Lucie, Fl. 34984
Telephone: (772) 344-4055 Fax: (772) 871-7337
Email: gjolly@cityofpsl.com

As used herein the Contractor shall mean:

Florida Design Drilling Corporation
7733 Hooper Road
West Palm Beach, Fl. 33411
Telephone: (561) 844-2966 Fax: (561) 844-2967
Email: jeff@fldrilling.com

SECTION II
DESCRIPTION OF SERVICES TO BE PROVIDED

The specific work that the Contractor has agreed to perform pursuant to Bid #20160097 is to provide Construction of the Glades Wastewater Treatment Facility Bio-Solids Cake System including all addenda, drawings, sheets numbers, are hereby incorporated by this reference.

SCOPE OF WORK: Contractor shall complete all work described as follows which shall include, but is not necessarily limited to the following:

PROJECT DESCRIPTION: The project work consists of the furnishing of all labor, materials, and equipment and the performance of all work included in this Contract including the partial demolition of the existing dewatered bio-solids cake conveyor system, construction of a new dewatered bio-solids cake conveyance system complete with positive displacement pump, discharge piping system, meter pump and sludge cake lubrication system, valves, conveyors, concrete slabs, housekeeping pads, footers, walkways, awnings, removable traffic bollards, supports, soils compaction, hangers, metal fabrications and connections to existing conveyors, instrumentation, electrical connections, conduit, wiring, starters, control panels, modifications to the Glades Supervisory Control and Data Acquisition (SCADA) and process/instrumentation control system, system testing and all other accessories and appurtenances as required for a complete and operational dewatered bio-solids cake pumping system that is operable locally and operable automatically from the City's existing SCADA system for the Glades WWTF and shall allow for remote monitoring of the system's operations.

SUBMITTALS: Shop drawing submittals shall be in accordance with the contract documents. The Contractor shall furnish the City with drawing sets during the shop drawing review phase for review and comments. The Contractor shall furnish the City with drawings sets signed and sealed for permitting purposes. The Contractor shall furnish the City with record as-built drawing sets, signed and sealed by the appropriate engineer of record. Drawing sets submitted for permitting and as-built record drawings shall include City comments. All drawing sets shall be fully dimensioned and to scale and in 24-inch x 36-inch format.

SECTION III
TIME OF PERFORMANCE

The Contract Period start date will start _____ and will terminate on _____, two hundred forty (240) calendar days thereafter. The Contractor will be required to commence work under this Contract within ten (10) calendar days after the start date identified in this Contract. In the event all work required in the bid specifications has not been completed by the specified date, the Contractor agrees to provide work as authorized by the Project Manager until all work specified in the bid specifications has been rendered. Written requests shall be submitted to the Project Manager for consideration of extension of completion time due to strikes, unavailable materials, or other similar causes over which the Contractor feels he has no control. Requests for time extensions shall be submitted immediately but in no event more than two (2) weeks upon occurrence of conditions, which, in the opinion of the Contractor, warrant such an extension with reasons clearly stated and a detailed explanation given as to why the delays are considered to be beyond the Contractor's control.

SECTION IV
COMPENSATION

The total amount to be paid by the City to the Contractor is on a Guaranteed Maximum Price of $519,000.00. The City will not pay for out-of-pocket expenses sub-Consultant fees or any reimbursable expense.

Payments will be disbursed in the following manner:

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

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

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

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

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

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

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

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

SECTION V
INSURANCE/PAYMENT & PERFORMANCE BONDS

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

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

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

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

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

An Additional Insured endorsement **must** be attached to the certificate of insurance and must include coverage for Completed Operations (should be ISO CG20101185 or CG20370704 &

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

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

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents and shall include Contract #20160097 –Construction of the Glades Wastewater Treatment Facility Bio-Solids Cake System shall be listed as additionally insured."**. The Certificate of Insurance and policy shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage shall be attached to the Certificate of Insurance. All independent Contractors and subcontractors utilized in this project shall furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

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

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

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

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

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

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

Payment & Performance Bonds: The Contractor shall furnish an acceptable recorded Performance and Payment Bond complying with the statutory requirements set forth in Section 255.05, Florida Statutes, in the amount of one hundred (100%) percent of the Project price. A fully authorized Surety, licensed by the State of Florida shall execute the Performance and Payment Bond. The Performance and Payment Bond shall remain in full force and effect a minimum of one (1) year after the work has been completed and the work has been accepted by the City and final payment has been made.

Should the Surety become irresponsible during the time the Contract is in force, the City may require additional and sufficient sureties and the Contractor shall furnish same to the satisfaction of the City within ten (10) days after written notice to do so. In default thereof, the Contract may be suspended as herein provided.

SECTION VI
SUBCONTRACTING OR ASSIGNING OF THE CONTRACT

The Contractor 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 Contractor shall list all subcontractors and the work provided by the suppliers in the area provided on the Bid Reply Sheet.

The Contractor 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 the Contractor to submit an acceptable substitute without an increase in bid price.

If the Contractor declines to make any such substitution, City may award the Contract to the next acceptable Contractor that proposes to use acceptable subcontractors, suppliers, and other persons and organizations. 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.

SECTION VII
LIQUIDATED DAMAGES

Liquidated Damages for Delays. If material is not provided or work is not completed within the time
stipulated in this Contract, including any extensions of time for excusable delays as herein provided, (it being impossible to determine the actual damages occasioned by the delay) the Contractor shall provide to the City one thousand ($1000.00) dollars as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed. The Contractor and his sureties shall be jointly and severally liable to the City for the amount thereof.

SECTION VIII
ENTIRE CONTRACT

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

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

CITY OF PORT ST. LUCIE FLORIDA
By:

_____
City Manager

By:_____
Authorized Representative of Florida Design Drilling Corporation

_____
Print Representative's Name

State of
County of:_____

Before me personally appeared: _____)
(please print)

Please check one:

Personally known _____

Produced Identification: _____
(type of identification)

Identification No. _____

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

WITNESS my hand and official seal, this _____ day of _____, 2016.

_____
Notary Signature

Notary Public-State of _____ at Large.

My Commission Expires _____.

(*seal*)

User: **Jolly, Gina** Organization: **City of Port St. Lucie, Procurement Management Department** Logout | Help

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Log Bid **[View Bids]** **Log Quote** **View Quotes** **Supplier Search** **Build Broadcast List** **Reports**

Tabulation Sheet

Agency Name	City of Port St. Lucie, Procurement Management Department
Bid Number	EBID-20160097-0-2016/GJ
Bid Name	Construction of the Glades WWTF Bio-Solids Cake System
Bid Due Date	4/22/2016 10:00:00 AM Eastern time
Bid Opening	**Closed**

2 total responses found. ✓ online, offline, • not submitting, not received

	Company	Responded	Address	Bid Amt	Alt Bid Amt	Documents	Sent	Notes	Actions
1.	Florida Design Drilling Corporation	4/22/2016 9:05:34 AM	7733 Hooper Rd West Palm Beach, FL 33411	$519,000.00		Bid Reply Checklist	✓ •		Details, Documents, History
2.	TLC Diversified, Inc.	4/22/2016 9:33:27 AM	2719 17th Street East Palmetto, FL 34221	$734,900.00	$0.00	Bid Reply Checklist	✓ ✓		Details, Documents, History

<< Return

Manage Bid Tabulation

Planholder Responses

When adding a manual response, you can select a vendor off the Planholders List or add a new vendor.

(Select a Planholder) Add a Planholder Edit Planholders...

Publish Tabulation Sheet

Once you have reviewed the tabulation sheet details, you may create a downloadable PDF version.

☐ Include Non-Compliant Supplier details

Publish as PDF Bid Documents...

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E-Bid Reply Sheet/Questionnaire #20160097
Construction of the Glades Wastewater Treatment Facility Bio-Solids Cake System

1. **COMPANY NAME**: Florida Design Drilling Corp.

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

Addendum Number	Date Issued
1	3/31/16
2	4/11/16
3	4/11/16
4	4/19/16

5 4/20/16

6 4/20/16

3. **BID REPLY**

Submit a detailed GMP proposal to the City using the schedule of fees from Master 20160063 with your methodology to complete the project.

Guaranteed Maximum Price (GMP) for contractors fee (total fee & profit) $ 519,000.00 (this amount should be entered on the webpage on Demandstar). The GMP includes all labor, materials, construction, construction services, reimbursable, license, bonding, (including structural and electrical) and permit fees.

The City shall entertain Value Engineering concepts from the contractor. All savings from value engineering by the contractor shall be shared by the City and the contractor at 50/50.

Discrepancies between the unit prices on the proposal and the "GMP" amount listed on the web page at time of submittal will be resolved in favor of the unit prices that are uploaded in the proposal at time of submittal.

Number of calendar days to complete the project: 240

4. **SUBCONTRACTORS**

List subcontractors and major material suppliers for the project. Include the duties that will be assigned, name, email address and telephone numbers. Insert additional sheets if necessary.

SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) SUBCONTRACTOR:
NAME: CC Control Corp.
EMAIL: jstock@cccontrolcorp.com
TELEPHONE NUMBER: 561-293-3975;106

ADDITIONAL SUBCONTRACTORS:
NAME: Cyber Electric Corp
DUTY Electrician
EMAIL: cyberelectric99@gmail.com
TELEPHONE NUMBER: 863-634-3412

NAME: C&W Engineering
DUTY Electrical Engineering
EMAIL: jreyes@cweng.us
TELEPHONE NUMBER: 561-642-5333

NAME: _____
DUTY _____
EMAIL: _____
TELEPHONE NUMBER: _____

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

6. CONTRACT - Bidder agrees to comply with all requirements stated in the specifications for this bid and the Terms and Conditions of Master Contract 20160063.

7. CERTIFICATION

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

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

Signature — Vice President (Title)

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

Claire Dezotell
Corp. Secretary

(Seal)

SOLICIATION REQUEST

Department: Utility Systems Department Technical Specialist: R.Schoenborn Extension: 6485

Item/Description of Work Summary: (This is the scope of work and is not to be included in the technical specifications) Construction of the Bio-Solids Pump system at the Glades WWTF

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

Date plans received approval by City Building Department N/A
Estimated time frame for completion of project after award 193 Days
Replacement: [X] Yes [ ] No Budgeted Amount: _____ If professional services what is the estimated construction cost $500,000 Any grant funds being used N/A
Liquidated damages amount; _____ Advertisement to Master List
If not budgeted, authorization from Director of OMB is required.

Account Number	Fund	Cost Center	Object Code	Project
438	3513	563000	00000	Glades Bio-Solids

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

Bidder Name	Address	Fax Number	Contact Person
City of PSL Wastewater Treatment Facility Contractor List			

Reason for purchase or service: Existing system has recently suffered another breakdown and is frequently unusable

If digging or trenching is required what is the depth? Minimal

If work is in water, what is the depth? N/A Is the water navigable? N/A

If this is a building, how many stories? N/A

Department Head Approval

3-7-16
Date

3/4/2016

"A City for All Ages"

CITY OF PORT ST. LUCIE

Sealed Electronic Bid # 20160097
(E-Bid)

Construction of the Glades Wastewater Treatment Facility Bio-Solids Cake System

Prepared By: Gina Jolly
Procurement Management Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099
Telephone: 772-344-4055 Fax: 772-871-7337
Email: gjolly@Cityofpsl.com

TABLE OF CONTENTS

Description	Page
Invitation to E-Bid	3
Intent	4
E-Bid Reply Sheet/ Questionnaire	7
Sample Contract	9

Attachment "A" Schedule of Equipment
Attachment "B" Technical Specifications
Attachment "C" Plans 50%

Submittals:
Submit in one (1) pdf file:

INVITATION TO E-BID

Sealed Bid #20160097 for the **Construction of the Glades Wastewater Treatment Facility (WWTF) Bio-Solids Cake System** will be received by the City of Port St. Lucie, in the Procurement Management Department, City of Port St. Lucie, until **10:00 a.m. on April 6, 2016.**

This bid is only open to the following pre-qualified contractors:
Wharton-Smith, Inc.
TLC Diversified Inc.
Florida Design Drilling Corp.
Poole & Kent Company of Florida

A site visit is scheduled for March 31, 2016 @ 10:00 a.m. at The Glades WWTF located at 10700 Glades Cut Off Rd. Port St. Lucie, Fl. 34987

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

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

Submit all questions concerning procedures for responding to this bid and the Contract Documents, in writing, to Ms. Jolly in the City of Port St. Lucie Procurement Management Department, 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida 34984, Phone (772) 344-4055, Fax (772) 871-7337, and/or email: gjolly @cityofpsl.com. Such contact is to be for clarification purposes only. The City will not be responsible for oral clarification of questions. Questions received after April 1, 2016 may not be answered, and will not be cause for additional compensation. To ensure fair consideration for all Bidder(s) it must clearly understand that Ms. Jolly is the only individual authorized to represent the City.

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

Gina Jolly
Buyer

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

SPECIFICATIONS

E-BID # 20160097
Construction of the Glades Wastewater Treatment Facility Bio-Solids Cake System

INTENT

It is the intent of the City of Port St. Lucie, under this contract, to obtain a complete and working bio-solids cake pumping system installation that is fully integrated with the City's existing cake conveyance system. Any items of labor, materials, equipment and/or software which may reasonably be assumed to accomplish this end, shall be supplied by the Contractor whether or not specifically shown on the drawings or described herein. The Glades WWTF is a critical component of the City's wastewater system. Maintenance of existing plant operations shall be mandated throughout the construction period. City owned and operated sludge dewatering facilities will not be in operation during construction of the proposed pump system, however a mobile dewatering Contractor will be on-site during the construction period. The Contractor shall coordinate his work as well as his subcontractor's with the City and shall not interfere with or hinder the City or any of the City's contractors, including the mobile sludge cake dewatering contractor, in anyway.

Contractor shall complete all work described as follows which shall include, but is not necessarily limited to the following:

PROJECT DESCRIPTION: The project work consists of the furnishing of all labor, materials, and equipment and the performance of all work included in this Contract including the partial demolition of the existing dewatered bio-solids cake conveyor system, construction of a new dewatered bio-solids cake conveyance system complete with positive displacement pump, discharge piping system, meter pump and sludge cake lubrication system, valves, conveyors, concrete slabs, housekeeping pads, footers, walkways, awnings, removable traffic bollards, supports, soils compaction, hangers, metal fabrications and connections to existing conveyors, instrumentation, electrical connections, conduit, wiring, starters, control panels, modifications to the Glades Supervisory Control and Data Acquisition (SCADA) and process/instrumentation control system, system testing and all other accessories and appurtenances as required for a complete and operational dewatered bio-solids cake pumping system that is operable locally and operable automatically from the City's existing SCADA system for the Glades WWTF and shall allow for remote monitoring of the system's operations.

BIO-SOLIDS PUMP, NEW CONVEYOR AND NEW VALVES: The positive displacement pump, including pump control panel, a new conveyor and new valves will be supplied by the City. The contractor shall be responsible for the delivery, off-loading, installation and startup of the pump, pump controls, conveyor, valves, valve operators and accessories. The City will give three (3) days' notice for time of delivery. The new conveyor, conveyor supports, spiral screw and discharge chute will be delivered in

segments and will require assembly and welding by the Contractor. The specification for the pump is included in the technical specifications for information purposes only.

DEMOLITION OF EXISTING CONVEYORS AND EXISTING GATE VALVES: The demolition of existing dewatered sludge cake conveyors, numbers SC4, SC5, SC6 and SC7 as well as the demolition of the sludge gate valve on conveyor number SC7 and elevated sludge cake hopper shall be the responsibility of the Contractor. Work shall include demolition of the conveyors and slide gate, modification of the local control panels CCP-1, CCP-2 and CCP-3 to accommodate the removal of the conveyors and slide gate valves.

CONVEYOR CONTROL SYSTEM MODIFICATIONS: To accommodate the removal of conveyors SC4, SC5, SC6 and SC7 and installation of new conveyor No. 4 and the new sludge cake pump and knife gate valves and control panels, the Contractor shall be responsible for the modification of:
(1) The existing conveyor local control panels,
(2) The Glades's WWTF SCADA system
(3) The Andritz Centrifuge Control panel

ENGINEERING SERVICES: It is the intent of this contract that the Contractor for this project shall include the services of an electrical engineer, a structural engineer and process/control professionals, regularly engaged in the design and construction of wastewater treatment systems for design of electrical systems, structural systems and process/control systems. Structural and electrical systems designs shall be in accordance with the latest Florida Building Code, National Electrical code and local codes. Structural systems shall be designed for appropriate live and dead loads and shall include Miami-Dade area wind loads.

ELECTRICAL ENGINEER: The Contractor shall include the services of an electrical engineer, currently registered in the State of Florida, for the design of electrical systems serving the new bio-solids pump, conveyor, lubrication pump, motor operated valves, electrical system grounding, awing lighting system and lightning protection system. The Contractor shall submit electrical drawings to the City for review prior to commencement of any work. The Contractor shall revise the drawings as requested by the City.

STRUCTURAL ENGINEER: The Contractor shall include the services of a structural engineer, currently registered in the State of Florida, for the design of the structural supports and hangers for the piping system and foundations.

SCADA INTEGRATOR SPECIALIST: The Contractor shall include the services of a SCADA specialist, currently with main offices located in the State of Florida, for the integration of the new pump and new conveyor into the operation of the existing centrifuge system. The SCADA specialist should be familiar with DeviceNet and should have demonstrable successful experience with modification of control systems that use DeviceNet. The control systems specialist shall possess and be familiar with operating RsNetworx for DeviceNet diagnostic software for troubleshooting multimode Devicenet systems at the Glades WWTF. The Contractor shall submit instrumentation and control drawings to the City for review prior to commencement of any work. The Contractor shall revise the drawings as requested by the City.

SUBMITTALS: Shop drawing submittals shall be in accordance with the contract documents. The Contractor shall furnish the City with drawing sets during the shop drawing review phase for review and comments. The Contractor shall furnish the City with drawings sets signed and sealed for permitting purposes. The Contractor shall furnish the City with record as-built drawing sets, signed and sealed by the appropriate

engineer of record. Drawing sets submitted for permitting and as-built record drawings shall include City comments. All drawing sets shall be fully dimensioned and to scale and in 24-inch x 36-inch format.

SITE SECURITY: The Contractor's attention is drawn to the fact that the Glades WWTF site is a secure and critical operational facility. The Contractor shall conform to all security protocols and requirements for conducting work on the site. Failure to conform to any security protocol on the part of the Contractor or any of his subcontractors or exhibiting behaviors generally regarded as inappropriate or illegal may include, but not necessarily be limited to, removal from the site without any expense to the City.
All Terms and Condition of the Master Contract 20160063 shall apply.

PERMITS: The Contractor shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation. Certain aspects of construction may not be allowed to occur until after these permits have been obtained. All building permits, licenses and certificates of inspection issued in connection with the work shall be delivered to the City with Contractor(s) application for final payment. There are various permits required. All permit fees will be Reimbursed at cost.

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

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

E-Bid Reply Sheet/Questionnaire #20160097
Construction of the Glades Wastewater Treatment Facility Bio-Solids Cake System

1. COMPANY NAME: _____

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

Addendum Number	Date Issued

3. BID REPLY

Submit a detailed GMP proposal to the City using the schedule of fees from Master 20160063 with your methodology to complete the project.

Guaranteed Maximum Price (GMP) for contractors fee (total fee & profit) $_____ (this amount should be entered on the webpage on Demandstar). The GMP includes all labor, materials, construction, construction services, reimbursable, license, bonding, (including structural and electrical) and permit fees.

The City shall entertain Value Engineering concepts from the contractor. All savings from value engineering by the contractor shall be shared by the City and the contractor at 50/50.

Discrepancies between the unit prices on the proposal and the "GMP" amount listed on the web page at time of submittal will be resolved in favor of the unit prices that are uploaded in the proposal at time of submittal.

Number of calendar days to complete the project: _____

4. SUBCONTRACTORS

List subcontractors and major material suppliers for the project. Include the duties that will be assigned, name, email address and telephone numbers. Insert additional sheets if necessary.

SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) SUBCONTRACTOR:
NAME: _____
EMAIL: _____
TELEPHONE NUMBER: _____

ADDITIONAL SUBCONTRACTORS:
NAME: _____
DUTY _____
EMAIL: _____
TELEPHONE NUMBER: _____

NAME: _____
DUTY_____
EMAIL: _____
TELEPHONE NUMBER: _____

NAME: _____
DUTY_____
EMAIL: _____
TELEPHONE NUMBER: _____

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

6. CONTRACT - Bidder agrees to comply with all requirements stated in the specifications for this bid and the Terms and Conditions of Master Contract 20160063.

7. CERTIFICATION

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

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

_____ _____
Signature Title

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

(Seal)

SAMPLE CONTRACT
CITY OF PORT SAINT LUCIE
CONTRACT #20160097

This CONTRACT, executed this _____ day of _____, 2016, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and Florida Company Name, Address, Telephone No. (XXX) XXX-XXXX Fax No. (XXX) XXX-XXXX, hereinafter called "Contractor", party of the second part.

RECITALS

In consideration of the below agreements and covenants set forth herein, the parties agree that all Terms and Conditions of the Master Contract # 20160063 shall apply and by reference is made part of this contract.

SECTION I
NOTIFICATIONS

As used herein the Project Manager shall mean:

Richard M. Schoenborn, P.E., Senior Civil-Utility Engineer
Utility Engineering
City of Port St Lucie, Utility Systems Department
121 SW Port St Lucie Blvd.
Port St Lucie, FL 34984
Telephone: (772) 873-6485
Email: rshoenborn@Cityofpsl.com

As used herein the Contract Administrator shall mean:

Gina Jolly, Buyer
City of Port St. Lucie Procurement Management Department
121 SW Port St. Lucie Blvd.
Port St. Lucie, Fl. 34984
Telephone: (772) 344-4055 Fax: (772) 871-7337
Email: gjolly@Cityofpsl.com

As used herein the Contractor shall mean:

SECTION II
DESCRIPTION OF SERVICES TO BE PROVIDED

The specific work that the Contractor has agreed to perform pursuant to Bid #20160097 is to provide Construction of the Glades Wastewater Treatment Facility Bio-Solids Cake System including all addenda, drawings, sheets numbers, are hereby incorporated by this reference.

SCOPE OF WORK: Contractor shall complete all work described as follows which shall include, but is not necessarily limited to the following:

PROJECT DESCRIPTION: The project work consists of the furnishing of all labor, materials, and equipment and the performance of all work included in this Contract including the partial demolition of the existing dewatered bio-solids cake conveyor system, construction of a new dewatered bio-solids cake conveyance system complete with positive displacement pump, discharge piping system, meter pump and sludge cake lubrication system, valves, conveyors, concrete slabs, housekeeping pads, footers, walkways, awnings, removable traffic bollards, supports, soils compaction, hangers, metal fabrications and connections to existing conveyors, instrumentation, electrical connections, conduit, wiring, starters, control panels, modifications to the Glades Supervisory Control and Data Acquisition (SCADA) and process/instrumentation control system, system testing and all other accessories and appurtenances as required for a complete and operational dewatered bio-solids cake pumping system that is operable locally and operable automatically from the City's existing SCADA system for the Glades WWTF and shall allow for remote monitoring of the system's operations.

SUBMITTALS: Shop drawing submittals shall be in accordance with the contract documents. The Contractor shall furnish the City with drawing sets during the shop drawing review phase for review and comments. The Contractor shall furnish the City with drawings sets signed and sealed for permitting purposes. The Contractor shall furnish the City with record as-built drawing sets, signed and sealed by the appropriate engineer of record. Drawing sets submitted for permitting and as-built record drawings shall include City comments. All drawing sets shall be fully dimensioned and to scale and in 24-inch x 36-inch format.

SECTION III
TIME OF PERFORMANCE

The Contract Period start date will start _____ and will terminate on _____, one hundred ninety three (193) calendar days thereafter. The Contractor will be required to commence work under this Contract within ten (10) calendar days after the start date identified in this Contract. In the event all work required in the bid specifications has not been completed by the specified date, the Contractor agrees to provide work as authorized by the Project Manager until all work specified in the bid specifications has been rendered. Written requests shall be submitted to the Project Manager for consideration of extension of completion time due to strikes, unavailable materials, or other similar causes over which the Contractor feels he has no control. Requests for time extensions shall be submitted immediately but in no event more than two (2) weeks upon occurrence of conditions, which, in the opinion of the Contractor, warrant such an extension with reasons clearly stated and a detailed explanation given as to why the delays are considered to be beyond the Contractor's control.

SECTION IV
COMPENSATION

The total amount to be paid by the City to the Contractor is on a Guaranteed Maximum Price of $_____. The City will not pay for out-of-pocket expenses sub-Consultant fees or any reimbursable expense.

Payments will be disbursed in the following manner:

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

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

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

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

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

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

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

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

SECTION V
INSURANCE/PAYMENT & PERFORMANCE BONDS

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

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

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

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

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

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

liability or severability of interests' provision as provided under the standard ISO form separation of insurers' clause.

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

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents and shall include Contract #20160097 –Construction of the Glades Wastewater Treatment Facility Bio-Solids Cake System shall be listed as additionally insured."**. The Certificate of Insurance and policy shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage shall be attached to the Certificate of Insurance. All independent Contractors and subcontractors utilized in this project shall furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

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

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

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

The Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by

the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form," the City shall be endorsed as an "Additional Insured."

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

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

Payment & Performance Bonds: The Contractor shall furnish an acceptable recorded Performance and Payment Bond complying with the statutory requirements set forth in Section 255.05, Florida Statutes, in the amount of one hundred (100%) percent of the Project price. A fully authorized Surety, licensed by the State of Florida shall execute the Performance and Payment Bond. The Performance and Payment Bond shall remain in full force and effect a minimum of one (1) year after the work has been completed and the work has been accepted by the City and final payment has been made.

Should the Surety become irresponsible during the time the Contract is in force, the City may require additional and sufficient sureties and the Contractor shall furnish same to the satisfaction of the City within ten (10) days after written notice to do so. In default thereof, the Contract may be suspended as herein provided.

SECTION VI
SUBCONTRACTING OR ASSIGNING OF THE CONTRACT

The Contractor 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 Contractor shall list all subcontractors and the work provided by the suppliers in the area provided on the Bid Reply Sheet.

The Contractor 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 the Contractor to submit an acceptable substitute without an increase in bid price.

If the Contractor declines to make any such substitution, City may award the Contract to the next acceptable Contractor that proposes to use acceptable subcontractors, suppliers, and other persons and organizations. 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.

SECTION VII
LIQUIDATED DAMAGES

Liquidated Damages for Delays. If material is not provided or work is not completed within the time

stipulated in this Contract, including any extensions of time for excusable delays as herein provided, (it being impossible to determine the actual damages occasioned by the delay) the Contractor shall provide to the City one thousand ($1000.00) dollars as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed. The Contractor and his sureties shall be jointly and severally liable to the City for the amount thereof.

SECTION VIII
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.

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

CITY OF PORT ST. LUCIE FLORIDA
By: _____
City Manager

By:_____
Authorized Representative of Company Name.

_____
Print Representative's Name

State of
County of:_____

Before me personally appeared: _____)
(please print)

Please check one:

Personally known _____

Produced Identification: _____
(type of identification)

Identification No. _____

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

WITNESS my hand and official seal, this _____ day of _____, 2016.

_____
Notary Signature

Notary Public-State of _____ at Large.

My Commission Expires _____.

(*seal*)

Addendum #1
E-Bid #20160097
Construction of the Glades WWTF Bio-Solids Cake System
March 31, 2016

The bid opening date has been changed to April 13, 2016 @ 10:00 a.m.

The following was discussed at the site visit/ meeting:

1. Glades WWTF is a secured site and the City will have security protocol that must be followed by the contractor and his subcontractors. Climbing over fences, entering buildings, storage of vehicles and storage of equipment and/or materials in locations not specifically authorized for this construction project will not be tolerated. Project delays resulting from non-conformance with any site protocols shall be the responsibility of the contractor.

2. All questions during the bidding phase of this project shall be directed to the City's Procurement Department, gjolly@cityofpsl.com

3. The third (3) bay of the Glades WWTF Dewatering Building, and the site immediately surrounding the Dewatering Building, is available for storage at the work site.

4. The new conveyor will be delivered to the project site in segments. The new conveyor will require off-loading, assembly, testing and placement into operation by the contractor. Assembly will include the furnishing and installation of a local NEMA 4X control panel, and modification of the SCADA system to recognize and appropriately display the new conveyor.

5. Demolished equipment remains property of the City unless otherwise directed. Contractor shall store demolished equipment at a location on the plant site as directed by the City.

6. There are several permits required, the City will reimburse at cost. It is the responsibility of the Contractor to apply for all required permits. Permits shall be applied for through the City's Building Department.

Equipment list timeline

Equipment	Manufacturer & Representative	Lead Time in Days	Anticipated Shipping Date	Comments
Pump	Seepex, inc. MTS Environmental	70	March 20	Panel Included with Pump
Valves	Lined Valves, Inc. Diller Brown	84	June 6	Controls Included with Valves
Conveyor	Spirac MTS Environmental	140	August 11	Panel By Contractor

NOTES
(1) Lead Time provided by equipment manufacturers

(2) *Anticipated Shipping Date is based on the Purchase Order Date + Manufacturer's Stated Lead Time. This date may be subject to change based on subsequent manufacturer information.*

4. Shop drawings for equipment items purchased by the City will be sent as soon as they become available to the City.

5. The purchase and installation of the lubrication pump system and high pressure pump system, including bio-solid piping is the responsibility of the contractor.

6. Awning has been removed from the project.

7. The control panel on the pump will require fabrication of a sunshield by the Contractor.

8. Site lighting is required on each side of the pump. In addition to the light poles and fixtures shown on the contract drawings, the City is requesting that each light post be constructed with an outdoor rated GFI receptacle at the base.

9. It is the intent of this project that the control of the valves shall be simple OPEN/CLOSE service, non-modulating and that the valve status will be indicated on the plant's appropriate SCADA screen(s). The controls will be furnished with the valves and valve electric motor operators.

10. The cake lubrication pump will require that the contractor also furnish and install a local NEMA 4X control panel. It is the intent of this project that the control panel shall be a simple on/off switch, provided by contractor.

11. Control panel for the conveyor would have to be constructed by the contractor.

12. Pump foundation: Page 10 on Attachment "C" 8-inch foundation pad runs the entire length, the 4" sidewalk on either side of the pump pad varies in width as shown but the intent of the sidewalk is to be not less than 3 foot in width.

13. It is the intent of this project, that, prior to final payment by the City, that the contractor shall furnish to the City drawings that show the changes and modifications to the electrical, structural and SCADA system, including the Centrifuge control system.

14. The City requests that with the submittal of bids, in the "E-Bid Reply/Questionnaire" **#4 Subcontractors**, the Contractor shall name the associated engineering firms and SCADA firm.

NOTE: The opening date has been changed.

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

Addendum #2
E-Bid #20160097
Construction of the Glades WWTF Bio-Solids Cake System
April 11, 2016

1. QUESTION: Spec 02610 2.01.E allows for an alternate pipe material. Please confirm wall thickness on the carbon steel piping alternative. Standard schedule 40 is 0.375" while true schedule 40 is 0.406" wall thickness.
   RESPONSE: Contractors shall furnish pipe with true schedule 40 thickness. For nominal diameter 12-inch pipe, that is 0.406-inches.

Clarifications

PLAN SET

2. CLARIFICATION: SHEET 7 of 17, Pad Section, Pump Pad Thickness: Delete 8" and replace with 1'-4".

3. CLARIFICATION: SHEET 7 of 17, Conveyor Support Section and Detail: Delete FOOTER 12"x12" MINIMUM and replace with 4'x4' MINIMUM.

4. CLARIFICATION: SHEET 7 or 17, Conveyor Support Section and Detail: Delete (Footer Thickness) 1'-0" and replace with 1'-4".

5. CLARIFICATION: SHEET 9 of 17, Lighting Detail, Note, at end of last sentence add the following: "Precast foundations are acceptable"

SPECIFICATIONS

6. CLARIFICATION: Specification Section 2610 Pipe Fittings and Valves, Page 40 of 58, Part 2 Products, , subpart 2.06 Rupture Disc, Disc and Disc holder shall be rated for 350 PSI.

7. CLARIFICATION: Specification Section 1410, Testing and Laboratory Services, Change "Pressure test pipe system to 290 PSI…", to "Pressure test pipe system to 250 PSI…".

NOTE: The opening date has not been changed.

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

Addendum #3
E-Bid #20160097
Construction of the Glades WWTF Bio-Solids Cake System
April 11, 2016

The bid opening date has been changed to April 20, 2016 @ 10:00 a.m.

1. **Question**: Which panel or MCC is the new equipment power feed coming from? Please show on plans to scale so distances can be estimated.

1. **Answer**: Drawings of the MCC Room have been provided as part of the bid documents. As stated in the pre-bid walk through, the Motor Control Center (MCC) space(s) that could be considered by the contractor for use for power feed would include MCC buckets for SC 9104, SC 9105, SC 9106 and/or SC 9107 and spare MCC buckets. No guarantee is made here which MCC buckets are of sufficient size for the starter and control equipment needed for the pumps, conveyor and valves.

There will be a non-mandatory site visit scheduled for Friday April 15, 2016 @ 8:30 a.m. at the Glades Wastewater Treatment Facility. You may bring any of your subcontractors that may need to see the site. (Structural, Electrical, SCADA Engineers)

NOTE: The opening date has been changed.

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

Addendum #4
E-Bid #20160097
Construction of the Glades WWTF Bio-Solids Cake System
April 19, 2016

1. **Q**: Can you provide an electrical oneline of the MCC1 and MCC2 equipment @ the Sludge building. We would like to have this during the design?
   A: Record electrical drawings for the facility will be made available to the contractor, to assist with design, after award of the work.

2. **Q**: Can you provide shop drawings on the existing PLC controls (this would help us determine which signals from existing systems are currently terminating there) also to coordinate new equipment. We would like to have this during the design?
   A: Shop drawings will be made available to the contractor, to assist with design, after award of the work.

3. **Q**: "There are three motors being demolished as part of the removal of conveyor 9106 (vertical screw conveyor) and also 1 motor being removed part of horizontal conveyor 9107– what are the HP sizes of these motors?
   A: Existing conveyors that are being demolished and their motor horsepower (HP) are as follows:
   - SC 9104, Vertical, 15 HP electric motor
   - SC 9105, Horizontal, 2 HP electric motor
   - SC 9106, Horizontal, 2 HP electric motor
   - SC 9107, Horizontal, 15 HP electric motor

4. **Q**: The VFD that controls the Cake pump – is it to work based on pressure? Or flow of the sludge? Or some other instrument?
   A: The VFD that controls the cake pump is included in the control panel that is supplied by the pump manufacturer (Seepex) and is part of the pump manufacturer's proprietary control system

5. **Q**: Are all the new motors are to have starters located near or on the (s)kid mounted equipment (Control Panel to house VFD for 30HP Cake pump and starters for 10HP and 1/3HP motors)?
   A: Starting equipment, appropriately sized, will be required for the new conveyor, the new lubrication pump, the motor operated valves and the new cake pump. The size and type of equipment shall be determined by the contractor.
   Please Note: The cake pump is not skid mounted.

6. **Q**: What is the size and voltage requirements of the two motorized valves? We would prefer for these motorized valves to be 3 phase 480V?

A: The two electric motor operated valves are each Nominal 1 HP, Speed 1680 RPM, 480 volt AC, 3 phase, 60 Hz, Nominal FLA 2.5, and Starting Current (LRA) 16.0, NEC Code J.

7. **Q**: There are no pilot devices that are being demolished on CCP3 panel – We are assuming that modifications to this CP and CCP1 will reflect local control of the motorized valves and the cake pump equipment; but CCP3 only has enough room on faceplate for two more pilot devices.
   A: There are no valve control devices that are directly being demolished on panel CCP3. However, the panel is likely integrated with the other two conveyor control panels and this will likely require integration in the overall conveyor control plan.

8. **Q:** We are assuming that the PLC programming and SCADA programming of the new equipment and its integration into plant operations are to be programmed by the Contractor and no Owner programing is to occur; please confirm this?
   A: Yes

9. **Q**: Are as-built drawings for panels PLCSB, CCP-1,2 and 3 available?
   A: Record electrical drawings for the facility will be made available to the contractor, to assist with design, after award of the work.

10. **Q**: Are we to develop new SCADA screens for this process or modify existing screens?
    A: It is anticipated that the contractor will, as a minimum, modify the existing SCADA screens that pertain to the sludge processing system. It is further anticipated that the contractor will need to create at least one new screen for the new cake pump.

11. **Q**: Is the SCADA supplier to fix the problems in the existing Devicenet network as it pertains to integrating the new equipment into the existing conveyance system?
    A: It is the intent of the specifications that the Contractor integrate the new equipment into the Glades WWTF's existing control system

NOTE: The opening date has been changed.

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

Addendum #5
E-Bid #20160097
Construction of the Glades WWTF Bio-Solids Cake System
April 20, 2016

The bid opening is April 20, 2016 10:00:00 a.m. EST

NOTE: The opening date has not been changed.

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

Addendum #6
E-Bid #20160097
Construction of the Glades WWTF Bio-Solids Cake System
April 20, 2016

The bid opening date has been changed to April 22, 2016 10:00:00 a.m. EST

NOTE: The opening date has been changed.

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

E-Bid 20160097 Attachment A

City of Port St. Lucie
Utility Systems Department

Glades WWTF Bio-Solids Pump Project

SCHEDULE OF PROJECT EQUIPMENT

Device	Mfgr.	Device Purchased By	Delivery, Offloading, Storage and Installation By	Electric Motor	Control Panel Type & Functions	Control Panel Connected To SCADA?	Control Panel Included with Device?	Status	Comments
Bio-Solids Cake Pump	Seepex & See Tech Specs.	City	Contractor	30 HP	NEMA 4X Variable speed control of Pump with display of pressure	Yes	Yes Contractor must build sunscreen	Order is underway Equipment delivery and installation to be arranged for by contractor.	• Control panel will be on a house keeping pad • Contractor responsible for interconnection of the pump control panel with the conveyor control panels, the Glades WWTF SCADA system and the Andritz Centrifuge Control Panel
New Conveyor	Spirac & Keller-AngelEllis	City	Contractor	10 HP	NEMA 4X, HAND-OFF-AUTO With push button start	Yes	No Cntrl. Panel to be designed and built by Contractor	Working through MTS Envir. w/Spirac Equipment delivery and installation to be arranged for by contractor.	• Screw type conveyor fabricated of 316 stainless steel. • Control panel shall be contractor furnished and installed. • Contractor responsible for interconnection of the conveyor control panel with the other conveyor control panels, the Glades WWTF SCADA system and the Andritz Centrifuge Control Panel
Lubrication Pump & High Pressure Tubes	(See Tech Specs)	Contractor	Contractor	1/3 HP	NEMA 4X ON-OFF	No	No Cntrl. Panel to be designed and built by Contractor	To be Contractor furnished and installed	• Pump design based on a meter pump by Neptune. • Control panel shall be contractor furnished and installed. • C/P should be very simple manual ON/OFF.
Valves (x2)	See Tech. Specs.	City	Contractor	Waiting to hear back from suppliers.	OPEN-CLOSE Included with valve operators. Op. switches are wall mounted.	No	Yes	Working through Diller Brown Equipment delivery and installation to be arranged for by contractor.	• Design based on knife gate valves by DeZurik/Line or Clarkson. • Actuators will be electric motor type. • Controls are local only and should be wall mounted by contractor. • Contractor responsible for interconnection of the valve controls with the other conveyor control panels, the Glades WWTF SCADA system.
Bio-Solids Piping	(See Tech Specs)	Contractor	Contractor	N/A	N/A	N/A	N/A	To be Contractor furnished and installed	• Pipe is a mixture of welded and flanged. • Anticipate having prices for both 316 SST and carb. Steel, either one Sch 40
Awning	Awning has been removed from the plans at the request of City staff. Two site lights have been added in the vicinity of the new pump and conveyor. See site lighting, below.								
Site Lighting (x2)	See Detail	Contractor	Contractor	N/A	Must be tied into Dewatering Building's exterior lighting system by Contractor	N/A	N/A	To be Contractor furnished and installed	• Contractor to furnish City with shop drawings.
~~Sump Pump~~	~~Meyers, 2 HP 220 V, 1ph~~	~~City~~	~~Contractor~~	~~2 HP Single Phase~~	~~NEMA 4X ON-OFF-Auto~~	~~No~~	~~No~~	~~Sump equipment will be supplied by the City and installed by the contractor.~~	~~• Grinder type pump~~ ~~• Control panel should be very simple ON/OFF or Auto. float controlled.~~

CITY OF PORT ST. LUCIE
UTILITY SYSTEMS DEPARTMENT

GLADES WWTF
BIO-SOLIDS CAKE PUMP UPGRADES

Technical Specifications

Prepared By

Port St. Lucie Utility Systems Department

January 2016

CITY OF PORT ST. LUCIE

UTILITY SYSTEMS DEPARTMENT

GLADES WWTF
BIO-SOLIDS CAKE PUMP SYSTEM
UPGRADES

TECHNICAL SPECIFICATIONS

TABLE OF CONTENTS

SECTION	DESCRIPTION
01000	PROJECT REQUIREMENTS
01030	EMERGENCY PREPAREDNESS
01200	GENERAL NOTES
01210	INSPECTORS AUTHORITY
01300	SUBMITTALS
01400	GENERAL, QUALITY CONTROL
01410	TESTING AND LABORATORY SERVICES
01505	MOBILZATION
01510	TEMPORARY UTILITIES
01650	STARTUP
01700	CONTRACT CLOSEOUT
05050	METAL FASTENERS
05500	MISCELLANEOUS METALWORK
11364	BIO-SOLIDS CAKE PUMP (City Furnished, See Scope of Work)
APPENDIX	SUPPLEMENTAL DRAWINGS

PART 1 -- GENERAL

1.1 DESCRIPTION

A. Scope of work:

The project work consists of the furnishing of all labor, materials, and equipment and the performance of all work included in this Contract including the partial demolition of the existing dewatered bio-solids cake conveyor system, construction of a new dewatered bio-solids cake conveyance system complete with positive displacement pump, discharge piping system, meter pump and sludge cake lubrication system, valves, conveyors, concrete slabs, housekeeping pads, awnings, supports, hangers, metal fabrications and connections to existing conveyors, instrumentation, electrical connections, conduit, wiring, starters, control panel, modifications to the Glades SCADA and process/instrumentation control system, testing and all other accessories and appurtenances as required for a complete and operational dewatered bio-solids cake pumping system that is both locally and remotely monitored and controllable by the CITY and works with the existing centrifuge system.

It is the intent of the CITY of Port St. Lucie, under this contract, to obtain a complete and working bio-solids cake pumping system installation that is fully integrated with the CITY's existing cake conveyance system. Any items of labor, materials, equipment and/or software which may reasonably be assumed to accomplish this end, shall be supplied by the CONTRACTOR whether or not specifically shown on the drawings or described herein. The Glades WWTF is a critical component of the CITY's wastewater system. Maintenance of existing plant operations is mandated throughout the construction period. City owned and operated sludge dewatering facilities will not be in operation during construction of the proposed pump system but a mobile dewatering contractor may be on-site during the construction period. The CONTRACTOR shall coordinate his work as well as his subcontractors with the CITY and shall not interfere with or hinder the CITY or any of the CITY's contractors, including the dewatering contractor, in anyway.

It is the intent of the CITY that the CONTRACTOR, for this project, shall include the services of an electrical engineer, a structural engineer and process/control professionals, regularly engaged in the design and construction of wastewater treatment systems for design of electrical systems, structural systems and process/control systems. Structural and electrical systems designs shall be in accordance with the latest Florida Building Code and National Electrical code. Structural systems shall be designed for appropriate live and dead loads and shall include Miami-Dade area wind loads. The contractor shall furnish the CITY with drawings sets during the shop drawing review phase for review and comments. The contractor shall furnish the CITY with drawings sets signed and sealed for permitting purposes. The contractor shall furnish the CITY with record as-built drawing sets, signed and sealed by the appropriate engineer of record. Drawing sets submitted for permitting and as-built record drawings shall include CITY comments. All drawing sets shall be fully dimensioned and to scale and in 24-inch x 36-inch format.

The positive displacement pump, including control panel furnished be supplied by the City. It shall be the responsibility of the CONTRACTOR to coordinate with the manufacturer the delivery, off-loading, installation and startup of the pump, pump control and accessories. The specification for the pump is included in the technical specifications for information purposes only.

B. Glades WWTF Site Security

The CONTRACTOR is reminded that the Glades WWTF is an operational and secure wastewater treatment facility. The CONTRACTOR and his subcontractors shall cooperate fully with the CITY and shall conform with all requirements for site security. Failure to conform with site security requirements could include stopping of work and cancelation of the contract. Any expenses incurred that are the result of the CONTRACTOR or his subcontractors not conforming with the security requirements for the Glades site shall be the sole responsibility of the CONTRACTOR and at no expense to the CITY.

C. Work included:

1. The CONTRACTOR shall furnish all labor, superintendence, materials, plant power, light, heat, fuel, water, tools, appliances, equipment, supplies, and means of construction necessary for proper performance and completion of the work. The CONTRACTOR shall perform and complete the work in the manner best calculated to promote rapid construction consistent with safety of life and property and to the satisfaction of the CITY, and in strict accordance with the Contract Documents. The CONTRACTOR shall clean up the work and work site, and maintain it during and after construction, until accepted by the CITY, and shall do all work and pay all costs incidental thereto.

2. Prior to construction, the CONTRACTOR shall verify existing utilities locations identified on the Drawings. The utility verifications consist of excavation to verify tie-in points, type and size of utilities, and to locate potential conflicts that may affect the work as shown on the Drawings. CONTRACTOR shall be responsible for protection of existing utilities and structures above and below grade and shall promptly repair all utilities and structures damaged as the result of construction activities. The CONTRACTOR will be responsible for the coordination of this work with the CITY and permitting agencies having jurisdiction over the specific locations to be verified.

3. CONTRACTOR shall repair or restore all structures and property that may be damaged or disturbed during performance of the work at his sole expense.

4. The cost of incidental work described in these Project Requirements, for which there are no specific Contract items, shall be considered as part of the general cost of doing the work and shall be included in the prices for the Contract Item(s). No additional payment will be made therefore.

5. The CONTRACTOR shall provide and maintain such modern plant tools, and equipment as may be necessary, in the opinion of the Engineer, to perform in a satisfactory and acceptable manner all the work required by this Contract. Only equipment of established reputation and proven efficiency shall be used. The CONTRACTOR shall be solely responsible for the adequacy of his workmanship, materials, and equipment, prior approval of the CITY notwithstanding.

6. Public utility installations and structures shall be understood to include all buildings, poles, tracks, pipes, wires, conduits, vaults, manholes, transformers and all other appurtenances and facilities pertaining thereto whether owned or controlled by the CITY, other governmental bodies, or privately owned by individuals, firms or corporations, used to serve the public with transportation, traffic control, gas, electriCITY, telephone, sewerage, drainage, water or other public or private property which may be affected by the work shall be deemed included hereunder.

7. The Contract Documents contain data relative to existing public utility installations and structures above and below the ground surface. These data are not guaranteed as to their completeness or accuracy and it is the responsibility of the CONTRACTOR to make his own investigations to inform himself fully of the character, condition and extent of all such installations and structures as may be encountered and as may affect the construction operations.

1.2 COOPERATION WITH THE CITY

A. Cooperation with the CITY

The CONTRACTOR shall cooperate fully with all utility forces of the CITY, or other public or private agencies engaged in construction, operation, relocation or altering, or otherwise rearranging any facilities which interfere with the progress of the work, and shall schedule the work so as to minimize interference with said relocation, altering, or rearranging of facilities.

B. Cooperation With Other Contractors

The CONTRACTOR's attention is directed to the fact that work may be conducted at the site or in the vicinity by other CONTRACTORs during the performance of the Work under this Contract. The CONTRACTOR shall conduct its operations so as to cause a minimum of interference with the Work of such other CONTRACTORs, and shall cooperate fully with such CONTRACTORs to provide continued safe access to their respective portions of the site, as required to perform their respective contracts.

When two or more contracts are being executed at one time on the same or adjacent land in such manner that work on one contract may interfere with that of another, the CITY shall determine the sequence and order of the Work. When the territory of one contract is the necessary or convenient means of access for the execution of another CONTRACTOR, such privilege of access or any other reasonable privilege may be granted only by the CITY to the CONTRACTOR.

1.3 LOCATION OF PROJECT

The location of the project is listed as follows:
The Glades Wastewater Treatment Plant, CITY of Port St. Lucie.

1.4 CONTRACT DRAWINGS

The work to be performed is shown on the set of Contract Drawings entitled: "Glades WWTF Bio-Solids Pumping System Upgrades".

1.5 CONTRACTOR FURNISHED MATERIAL AND EQUIPMENT

All equipment materials, instruments or devices incorporated in this contract shall be new and unused unless indicated otherwise in the Contract Documents and shall be the products of reliable manufacturers who, unless otherwise specified, have been regularly engaged in the manufacture of such material and equipment for a minimum of five (5) years. Procedures and additional requirements regarding manufacturers experience and substitutions are included in Section 1300- Submittals.

1.6 ITEMS SPECIFIED ON DRAWINGS

Certain items of material and or equipment and their installation may be specified on the Drawings and not mentioned in the Specifications. Such items are to be considered as both shown on the Drawings and noted in the Specifications and be provided by the CONTRACTOR in accordance with the Specification on the Drawings.

1.7 FIELD LAYOUT OF WORK

1. All work under this Contract shall be constructed in accordance with the lines and grades shown on the Contract Drawings or as directed by the CITY. Elevations of existing ground, structures and appurtenances are believed to be reasonably correct but are not guaranteed to be absolute and therefore are presented only as an approximation. Any error or apparent discrepancy in the data shown or omissions of data required for accurately accomplishing the stakeout shall be referred immediately to the CITY for interpretation or correction.

2. All survey work for construction control shall be made by the CONTRACTOR at his expense. Survey elevations shall be shown in NAVD 1988.

3. The CONTRACTOR shall establish all base lines for the location of the principal component parts of the work together with benchmarks and batter boards adjacent to the work. Based upon the information provided by the Contract Documents, the CONTRACTOR shall develop and make all detailed surveys necessary for construction. The CITY will furnish information and location of existing benchmarks.

4. The CONTRACTOR shall have the responsibility to carefully preserve the benchmarks, reference points and stakes. In case of destruction thereof by the CONTRACTOR or resulting from his negligence, he shall be held liable for any expense and damage resulting there from and shall be responsible for any mistakes that may be caused by the unnecessary loss or disturbance of such benchmarks, reference points and stakes.

5. Existing or new control points, property markers and monuments that will be established or are destroyed during the normal causes of construction shall be re-established by the CONTRACTOR; and all reference ties recorded therefore shall be furnished to the CITY. All computations necessary to establish the exact position of the work shall be made and preserved by the CONTRACTOR.

6. The CITY may check all or any portion of the work, and the CONTRACTOR shall afford all necessary assistance to the CITY in carrying out such checks. Any necessary corrections to the work shall be performed immediately by the CONTRACTOR of any responsibilities for the accuracy or completeness of his work.

1.8 CITY USE OF SITE

During the period of construction, the CITY may find it necessary to perform maintenance procedures or construction on the Southport WWTP site. The CONTRACTOR shall cooperate fully with the CITY to minimize interference with the CITY's operations and to facilitate the CITY's operations.

1.9 CONTRACTOR USE OF PROJECT SITE

The CONTRACTOR's use of the project site shall be limited to his construction operations for this project only, including on-site storage of materials, on-site fabrication facilities and field offices.

1.10 PARTIAL UTILIZATION OF THE WORK BY CITY

A. The CONTRACTOR is hereby advised that the CITY may accept the responsibility for the maintenance and protection of a specific portion of the project if utilized prior to completion. However, the CONTRACTOR shall retain full responsibility for satisfactory operation of the total project.

END OF SECTION

SECTION 01030

EMERGENCY PREPAREDNESS

PART 1 -- GENERAL

1.1 HURRICANE PREPAREDNESS PLAN

A. As the schedule for this project coincides, in part with the recognized South Florida hurricane season, the Contractor's attention is drawn to the possibility of hurricane or severe storm conditions occurring at the site of work during the course of the Contract.

B. Within thirty (30) days of the date of the Notice to Proceed, the Contractor shall submit to the CITY a Hurricane Preparedness Plan. The plan should outline the necessary measures which the Contractor proposes to perform at no additional cost to the CITY in case of hurricane or severe weather warning.

C. In the event of severe weather, or whenever the Engineeer shall direct, the Contractor shall, and will, cause Subcontractors to protect carefully the Work and materials against damage or injury by reasons of failure on the part of the Contractor or any Subcontractor to so protect the Work. Such Work and materials so damaged shall be removed and replaced at the expense of the Contractor.

1. Hurricane Watch: Upon designation of a hurricane watch, the Contractor shall be responsible for storing all loose supplies and equipment on the job site that may pose a danger. The Contractor shall cooperate with the CITY in protecting any other structures at the site.

2. Hurricane Warning: No mobile "temporary facility" under control of or on the property of the CITY shall be staffed during a hurricane warning. Contractor facilities meeting these criteria shall be evacuated. Reasonable steps shall be taken to protect all such facilities and their contents from damage and to avoid the facility causing damage to the surroundings

END OF SECTION

1. All construction shall be in accordance with the CITY of Port St. Lucie Utility Systems Department's Technical Specifications and Construction Standards, latest revision, and with all applicable Florida Department of Environmental Protection rules and regulations and these specifications.
2. No field changes or deviations from design to be made without prior written approval of the CITY and Engineer of Record.
3. The CONTRACTOR shall be responsible for the coordination of all utilities and shall contact the CITY and all utility companies at least 48 hours prior to commencement of construction or request for shut-downs.
4. Prior to any work on the Glades SCADA and control system, the CONTRACTOR shall thoroughly review the planned hardware and software work with CITY staff to the satisfaction of the CITY.
5. CONTRACTOR shall store his equipment and materials in the areas designated by the CITY. The CONTRACTOR shall store his equipment is a safe and secure manner that prevents damage
6. CONTRACTOR is reminded that the Glades WWTF is an operational and secure wastewater treatment facility owned and operated by the CITY of Port St. Lucie. The CONTRACTOR shall arrange his work to the extents possible so as not to interfere with CITY staff and the operations of the plant in any way. The CONTRACTOR shall conform his work in accordance with all security protocols required by CITY staff.
7. The CONTRACTOR shall maintain plant traffic at all times where work is in progress.
8. CONTRACTOR shall protect all existing structures, utilities, pavements and improvements not designated for modification, upgrades and/or removal and shall restore damaged or temporarily relocated utilities and improvements to a condition equal to or better than they were prior to such damage or temporary relocation, all in accordance with requirements of the Contract Documents. CONTRACTOR shall repair or replace any damage caused by his construction activity.
9. If any conflict exists between the standards, the more stringent governs, as determined by the Engineer of Record.

END OF SECTION

1. The Department Inspectors may inspect all construction and materials and may also inspect preparation, fabrication or manufacture of components, materials and supplies. The Inspector is authorized to revoke, alter or waive any requirements of the specifications upon direction from the City's Engineer for the project, and is authorized to notify the Contractor of any failure of work or materials to conform to the plans, specifications and City standards. The Inspector shall have the authority to reject materials or suspend the work until questions of issue can be referred to and decided upon by the City.
2. The Contractor shall not use City staff including the Inspector as foreman or perform other duties for the Contractor nor interfere with the management of the work.
3. All work that has been rejected or condemned shall be repaired, or if it cannot be satisfactorily repaired, shall be removed and replaced at the Contractor expense. Materials not conforming to the requirements of the specifications shall be removed immediately from the site of work and replaced with satisfactory material by the Contractor/Developer, at his expense.
4. Inspections will be scheduled for regular working hours only, except for nights or when plant operation disruptions are involved. A City inspector(s) are required for plant water system taps, equipment testing and system startups and shall include that the manufacturer's representative present.
5. The Department shall be provided with at least two (2) full working days notice for scheduled inspections. Inspectors will make unscheduled visits as needed to inspect such items as materials on site and clearances between conflicting lines.
6. It shall be the responsibility of the Contractor to schedule inspections with the City's inspector and Engineer or the City's designated representative to be present at all scheduled tests and inspections.

END OF SECTION

January 2016

SECTION 1400

GENERAL QUALITY CONTROL

PART 1 – GENERAL

1.1 DESCRIPTION OF REQUIREMENTS

Definition: Specific quality control requirements for the work are indicated throughout the contract documents are not repeated herein. The requirements for this section are primarily to performances of the work beyond furnishing of manufactured products. The term "Quality Control" includes, but is not necessarily limited to, inspection and testing and associated requirements. This section does not specify or modify CITY's and Engineer's duties relating to quality control and Contract enforcement.

1.2 RESPONSIBILITY FOR INSPECTIONS AND TESTS

Unless otherwise noted all testing and inspections required by these specifications shall be performed by a proper certified entity. All costs associated with the testing and inspections shall be the Contractor's responsibility. The Contractor shall also be responsible for all tests or inspection required by any entity having jurisdictional control over the work.

The costs for those required services by independent testing laboratories are recognized to be included in the contract sum.

No failure of test agencies, whether engaged by CITY or Contractor, to perform adequate inspections or tests or to properly analyze or report results, shall relieve the Contractor of responsibility for fulfillment of the requirements of the contract documents.

1.3 QUALITY ASSURANCE

General Workmanship Standards: Except as more definitively specified, the Contractor shall comply with recognized Workmanship quality standards within the industry as applicable to each unit of work, including ANSI standards where applicable. It is a requirement that each category of tradesperson or installer performing the work be pre-qualified, to the extent of being familiar with applicable and recognized quality standards for that category of work, and of being capable of workmanship complying with those standards.

1.4 PRODUCT DELIVERY-STORAGE-HANDLING

General: Handle, store and protect materials and products including fabricated components, by methods and means which will prevent damages, deteriorations and losses including theft (and resulting delays), thereby insuring highest quality results as the performance of the work progresses. Control delivery schedules so as to minimize unnecessary long term storage at the project site prior to installation. Contractor shall provide covered, inside storage for all new equipment on the site which is not intended for outside installation. Electrical, hydraulic and pneumatic connections on all equipment shall be protected from the elements. Contractor shall store all material on the project site unless specifically authorized otherwise by the CITY.

PART 2 – PRODUCTS (not applicable)

PART 3 – EXECUTION

3.1 PREPARATION FOR INSTALLATION

Installer's Inspections of Conditions: The Contractor shall require the fabricator and installer of each major unit of work to inspect substrate to receive the work, and conditions under which the work will be performed, and to report (in writing to the Contractor and the CITY) unsatisfactory conditions. Do not proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to the fabricator and installer.

3.2 INSTALLATION QUALITY CONTROL

Manufacturer's Instructions: Where installation include manufactured products, comply with the manufacturer's applicable instructions and recommendations for installation, to whatever extent these are more explicit or more stringent than applicable requirements indicated in the contract documents.

The Contractor shall inspect each item of materials or equipment immediately prior to installation, and reject damaged and defective items.

Provide attachment and connection devices and methods for securing work as it is installed; true to line and level, and within recognized industry tolerances if not otherwise indicated.

The Contractor shall recheck measurements and dimensions of the work, as an integral step of construction and starting each installation.

Install work during conditions of temperature, humidity, exposure, forecasted weather, and status of project completion which will ensure best possible results for each unit of work, in coordination with entire work. Isolate each unit of work from non-compatible work, as required to prevent deterioration.

Mounting Heights: Except as otherwise noted, mount individual units of work at industry-recognized standard mounting heights, for applications indicated. Refer questionable mounting height choices to the CITY for final decision.

Adjust, clean, lubricate, restore marred finishes, and protect newly installed work, to ensure that it will remain without damage or deterioration during the remained of the construction period.

END OF SECTION

PART 1 -- GENERAL

1.1 DESCRIPTION

A. Contractor shall perform testing for materials and equipment specifically indicated on the contract documents or specified in the Technical Specifications.

B. For items designated, Contractor shall employ and pay for services of an independent testing laboratory to perform testing specifically indicated on the contract documents or specified in the Technical Specifications and may at any other time elect to have materials and equipment tested for conformity with the Contract Documents.

C. The following schedule defines the responsibilities:

Test	Notes	Test By
Sludge Discharge Piping System	Pressure test pipe system to 290 PSI for two hours, without losing pressure.	Contractor
Electrical Equipment and Instrumentation	Test all local and remote controls of the installed equipment, including remote monitoring of the installed system, to the satisfaction of the City	Contractor

1.2 LABORATORY DUTIES: LIMITATION OF AUTHORITY

A. Cooperate with the City and Contractor; provide qualified personnel promptly on notice.

B. The Contractor shall notify the Owner of material, equipment and/or operations which do not meet the specifications.

C. Contractor shall make the corrections and adjustments necessary to bring the systems into conformance with the requirements of the technical specifications and retest the equipment.

D. Perform additional testing as required by Owner.

1.3 CONTRACTOR'S RESPONSIBILITES

A. Cooperate with City staff and plant operations personnel, provide access to Work and manufacturer's operations.

B. Contractor shall notify the Utilities at least 48 hours in advance of all equipment testing. Contractor shall also:

1. Provide access to Work to be tested.

2. Provide samples, screen shots, examples of control programming proposed for the project

3. Facilitate inspections and tests

4. Notify the City sufficiently in advance of testing to allow for assignment of personnel and inspectors.

C. Materials and equipment used in the performance of work under this Contract are subject to inspection and testing at the point of manufacture or fabrication. Standard specifications for quantity and workmanship are indicated in the Contract documents. The Owner may require the Contractor to provide statements or certificates from the manufacturer and fabricators that the materials and equipment provided by them are manufactured or fabricated in full accordance with the standard specifications for quality and workmanship indicated in the Contract Documents. All costs of this testing and providing statements and certificates shall be a subsidiary obligation of the Contractor, and no extra charge to the Owner shall be allowed on account of such testing and certification.

END OF SECTION

SECTION 01505

MOBILIZATION

PART 1 -- GENERAL

1.1 DEFINITION AND SCOPE

A. Mobilization shall include the obtaining of all permits, insurance, and bonds; moving onto the site of all plant and equipment; furnishing and erecting plants, temporary buildings, and other construction facilities; all as required for the proper performance and completion of the Work. Mobilization shall include, but not be limited to, the followings principal items:

1. Move onto the site all Contractor's plant and equipment required for first month of operation
2. Install temporary construction power, wiring and lighting facilities
3. Provide on site sanitary facilities and potable water facilites as specified
4. Arrange and erect Contractor's work and storage yard and employee's parking facilities
5. Submit all required insurance certificates and bonds
6. Obtain all required permits
7. Post all OSHA, EPA and Department of Labor and all other required notices
8. Submit a detailed construction schedule
9. Submit a schedule of values of the Work
10. Submit a schedule of submittals

PLEASE NOTE: The Contractor shall not store materials and equipment on the project site that are not related to this project.

1.2 DEMOBILIZATION

A. Demobilization is the timely and proper removal of all contractor owned materials, equipment or plant, from the job site and the proper restoration or completion of work necessary, including site cleanup, to bring the site into full compliance with the contract documents.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

SECTION 01300

SUBMITTALS

PART 1 -- GENERAL

1.1 THE REQUIREMENT

A. This section specifies the means of all submittals. All materials furnished for this project shall have a shop drawing submittal prior to installation. All submittals, shall be directed through the CITY. A general summary of the types of submittals and the number of copies required is as follows:

Copies to City	Type of Submittals
3	Progress Schedule
3	Schedule of Payment Items
3	Shop Drawings
3	Certificates of Compliance
3	Warranties
2	Product Samples
3	Operation and Maintenance Manuals

B. Shop drawings shall be furnished by the Contractor, but not necessarily limited to, the following project items:

1. Lubrication pump, sump pump and controls and associated software/operations manual
2. Valves and valve operators
3. Piping, fittings and piping fabrications and certifications
4. Flexible couplings and expansion joints
5. Hangers and supports, including ceiling connections
6. Fasteners
7. Over-Pressure Rupture Disc

8. Miscellaneous metal fabrications: Conveyor chutes

9. Miscellaneous metal fabrications: Receiving Boxes, discharge chutes, connections between conveyors and other equipment and piping

10. All schematics and hardware associated with any electrical work including, but not limited to, conduit, wire, junction boxes, control boxes, control panels, and switches.

11. Sensors, sensor protocols, gauges, dials pressure switches, transducers and associated hardware

12. All hardware, software and logic associated with local and remote monitoring and control of the project systems.

13. Conveyor equipment

14. Concrete

1.2 SUBMITTAL PROCEDURES

A. Submittals shall be made by the CONTRACTOR prior to commencing project work. Work on project items shall not commence without a properly reviewed shop drawing.

B. Transmit each submittal clearly identifying the project name, the project CONTRACTOR, the enclosed materials, specification section and submittal number. Identify variations from Contract Documents and Product or system limitation.

C. Revise and resubmit submittals as required, identify all changes made since previous submittals. Resubmittals shall be noted as such.

D. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.

E. Submittals shall be made by the CONTRACTOR prior to commencing project work. Work on project items shall not commence without a properly reviewed shop drawing.

1.3 CONSTRUCTION SCHEDULE

A. The Contractor shall use a progress schedule, and associated report shall include the following tabulations: a list of activities in numerical order, a list of activity precedence, schedules sequenced by Start Date, Finish Date, Duration of Activity.

B. In addition, each construction progress schedule, network analysis and report shall be prefaced with the following summary data:

1. Contractor's Name and Number

2. Contract schedule

3. The effective or starting date of the schedule (the date indicated in the Notice-to-proceed)

C. The work day to calendar date correlation shall be based on an 8-hour day and 40-hour week with adequate allowance for holidays, adverse weather and all other special requirements of the Work.

D. Normal work hours are Monday through Friday, 7:30 am to 4:30 pm.

1.4 SCHEDULE OF PAYMENT ITEMS

A. The CONTRACTOR shall submit a Schedule of Payment Items for review within two weeks after receiving the Notice to Proceed. The schedule shall contain the installed value of the component parts of Work for the purpose of making progress payments during the construction period and shall directly correlate on an item by item basis to each individual activity detailed on the construction schedule. The sum of all schedule items shall equal the total value of the Contract. Reference the Section entitled "Measurement and Payment" for further details.

B. The CONTRACTOR shall expand or modify the above schedule and materials listing as requested by the CITY's initial or subsequent reviews.

1.5 PROGRESS PAYMENT APPLICATIONS

A. Application for payments shall be made to the CITY for review and for processing. Only one application shall be made per 30 day period. First application to be made a minimum of two weeks after notice to proceed.

B. Only work items completed by the CONTRACTOR and accepted by the CITY shall be included in applications for payment. Materials stored on or off-site shall not be included in the application for payment.

1.6 SHOP DRAWINGS

A. The Contractor shall submit for review by the CITY shop drawings for all materials, equipment, coatings, fabrications, control and control logic furnished for this project and as specifically requested by the CITY.

B. Shop drawings shall show the principal dimensions, weight, structural and operating features, space required, clearances, type and/or brand of finish or shop coat, grease fittings, straps, fasteners, electrical connections, water connections, air connections, etc. depending on the subject of the Drawings.

C. When so specified, or if acceptable to the CITY, the manufacturer's specifications, catalog data, descriptive material, illustrations, etc. may be submitted for review in place of shop drawings. In such case, the requirements shall be as specified for shop drawings, in so far as applicable. Catalog sheets that show multiple items shall be clearly marked in a manner as to indicate the specific item being supplied and its material(s).

D. When warranties are called for, a sample of the warranty shall be submitted with the shop drawings. Actual warranties shall be original and notarized.

E. No material or equipment shall be purchased or fabricated until the required shop drawings have been reviewed, accepted, and a stamped or written "FURNISHED AS SUBMITTED" or FURNISH AS CORRECTED" by the CITY.

F. Only submittals which have been checked and corrected by the Contractor should be submitted by the Contractor.

G. The CITY's review of the shop drawings shall be general and shall not relieve the Contractor of the responsibility for details of design, dimension, etc. necessary for proper fitting and construction of the Work.

H. For submissions containing departures from the contract documents, the Contractor shall include proper notification to the CITY and explanation in his letter of transmittal. Should the Contractor submit for review equipment that requires modifications to the structures, piping, layout, etc. detailed on the Drawings, he shall also submit for review details of the proposed modifications. If such modifications are accepted the Contractor, at no additional cost to the CITY, shall do all Work necessary to make such modifications.

I. Whenever a particular brand or make of material, equipment or other such item is specified or is indicated on the Drawings, it is for the purpose of establishing a standard of quality, design and type desired and to supplement the detailed specifications. An "or equal" brand or make which, in the opinion of the CITY is equivalent to that specified or indicated may be offered as an alternate subject to the following provisions:

1. Contractor shall submit for each proposed alternative sufficient details, complete descriptive literature, and performance data together with samples of the materials, where feasible, to enable the CITY to determine if the proposed alternative is equal.

2. Contractor shall submit certified tests, where applicable, by an independent laboratory attesting that the proposed substitution is equal.

3. In all cases the CITY will be the sole and final judge as to whether a proposed alternative is to be accepted for this project.

Each shop drawing submittal shall be complete in all aspects. All shop drawing transmittal letters shall include Contractor's name and phone number, project name, submittal number, referenced specification section number(s), equipment or material description(s), submittal date, contractor's reviewer's initials.

1.7 OPERATION AND MAINTENANCE MANUALS

A. For all materials provided for this project, the Contractor shall submit three complete operation and maintenance manuals for the substantial complete systems including instructions, technical bulletins, trouble shooting guides, complete drawings of all components including labels, dimensions, and materials of construction, recommended spare parts, startup procedures and any other printed material necessary for the proper operation and maintenance of the particular equipment. These requirements are a prerequisite to the operation and acceptance of equipment. A disc with the O&M manual binder contents in PDF format shall be included with each final binder.

B. Each O&M manual shall be bound together in appropriate three ring hard cover binders. A detailed table of contents shall be provided for each manual. Provide an appropriate identification on the binder cover and edge. Provide tabs and separate sections for operation, maintenance, trouble shooting, startup, drawings, etc. Binders shall be uniform in color and size. Binder covers shall include project name, location, and major components covered.

C. Written operation and maintenance instructions are required for all equipment items supplied for this project including mechanical equipment and electrical equipment. The amount of detail shall be commensurate with complexity of equipment. For catalog page submittals that show multiple products, the specific item furnished for the project shall be clearly indicated.

D. Information not applicable to the specific item installed on this project shall be struck from the manual by the Contractor. Information provided shall include a source of replacement parts and names of service representatives, including address, telephone numbers, and e-mail addresses.

E. When written instructions include shop drawings previously reviewed by the CITY, only those editions which were accepted by the CITY and which accurately depict the equipment installed shall be incorporated in the O&M manual.

END OF SECTION

SECTION 01510

TEMPORARY UTILITES

PART 1 -- GENERAL

1.1 THE REQUIREMENT

A. Furnish and maintain utilities required for construction, and remove on completion of work.
B. Contractor shall install temporary utilities so as to be:

1. Neat and orderly
2. Structurally sound throughout
3. Provides continuous service
4. Modify and extend service as work progress requires

C. Contractor shall locate all temporary utilities so as to avoid interference with:

1. Traffic and work areas
2. Cranes
3. Material handling equipment
4. Storage areas
5. Other Contractor(s) work areas.

1.2 REQUIREMENTS OF REGULATORY AGENCIES

A. Comply with Nation Electric Code

B. Comply with Federal, State and local codes and regulations and with utility company requirements

PART 2 – PRODUCTS

2.1 MATERIALS, GENERAL

A. Materials may be new or used, but must be adequate in capacity for the required usage, must not create unsafe conditions, and must not violate requirements of applicable codes and standards.

2.2 TEMPORARY ELECTRICITY AND LIGHTING

A. Arrange with utility company, provide service required for power and lighting, and pay all costs for service and for power used in the construction, testing and trial operation prior to final acceptance of the work by the CITY.

B. Install circuit and branch wiring, with area distribution boxes located so that a power and lighting is available throughout the construction by the use of construction type power cards.

2.3TEMPORARY HEAT AND VENTILATION

A. Provide temporary heat and ventilation as required to maintain adequate environmental conditions to facilitate progress of the Work, to meet specified minimum conditions for the installation of materials, and to protect materials and finishes from damage due to temperature or humidity.

B. Provide adequate forced ventilation of enclosed areas for curing of installed materials to disperse humidity and to prevent hazardous accumulations of dust, fumes, vapors or gases.

C. Portable heaters shall be standard approved units complete with controls.

D. Pay all costs of installation, maintenance, operation and removal and for fuel consumed.

2.4 TEMPORARY WATER AND SANITARY FACILITIES

A. Contractor shall provide all required water for construction purposes.

B. The Contractor shall make all arrangements for service and coordinate the timing and quantity of water withdrawal with the CITY. However, all associated pumps, piping and appurtenances shall be furnished by the Contractor. The equipment to be supplied to the CITY shall be new and unused; therefore, not available for use by the Contractor.

C. Provide sanitary facilities in compliance with laws and regulations. Service, clean and maintain facilities and enclosure.

2.5 TEMPORARY STORAGE OF EQUIPMENT AND MATERIALS

A. Contractor shall store his equipment and materials at the job site in accordance with the requirements of the Contract Documents and as directed by the CITY. All equipment and materials shall be stored in accordance with manufacturer's recommendations and as directed by the CITY. Contractor shall enforce the instructions of the CITY and Engineer regarding the posting of regulatory signs for loadings on structures, fire safety and smoking areas. Contractor shall not store materials on private property or in areas outside those designated by the CITY for storage without his written authorization. Contractor shall not store unnecessary materials or equipment on the jog site and will take care to prevent any structure from being loaded with a weight which will endanger its security of the safety of persons. Contractor shall provide adequate temporary storage building/facilities, if required, to protect materials or equipment on the job site. The CITY shall not be responsible for the unloading or receipt of materials delivered to the project site. Contractor shall retain full responsibility to coordinate and schedule the delivery, unloading and placement of equipment in storage during the normal time of working.

3.2 REMOVAL

A. Contractor shall completely remove temporary materials and equipment when their use is no longer required.

B. Contractor shall clean and repair damage caused by temporary installations of use of temporary facilities.

C. Contractor shall restore permanent facilities used for temporary service to specified condition.

END OF SECTION

PART 1 -- GENERAL

1.1 DESCRIPTION

A. Contractor shall demonstrate to the CITY that the Work functions as complete and operable system under normal and emergency operating conditions.

B. Related specifications sections:

1. Summary of Work

PART 2 – PRODUCTS

2.1 STARTUP PLAN

A. Prior to startup of any equipment item, the Contractor shall submit a detailed Start-up plan for automatic and manual operation of the dewatering system. The start-up plan will include detailed sequence of equipment operation to be used in operating the dewatering system equipment and shall include centrifuges, conveyors, pumps and valves. The plan will include a summary of equipment settings, tolerances, and positions specific for the Work at the Glades WWTF Dewatering Building. The plan will become part of the operation and maintenance manual(s).

B. Specifically, Part A of the plan will document the startup of the system with one centrifuge in operation and will include the sequence of startup for the centrifuge, conveyors, valves and pump. Part B of the plan will document bringing the second centrifuge in service simultaneously. Documentation for Part A and Part B will include SCADA system colored screen shots for the dewatering system equipment, including the pump operation view screen.

C. The contractor shall submit to the City for approval a detailed Start-Up Schedule outlining the schedule and sequence of all tests and start-up activities, including training and equipment manufacturer representative visits and plant operations staff training sessions. Start-up and commissioning may not begin until the schedule has been reviewed by the City and is approved.

D. Submit four copies of all Operations and Maintenance manuals to the CITY for approval prior to Start-up activities. Start-Up activities shall not begin without approved Operations and Maintenance manuals.

E. The Start-Up plan will detail the demonstration of operation of the pump and conveyor system with a single centrifuge and with both centrifuges in operation. Local manual operation and automatic operation, and remote monitoring of the system, and emergency stop shall be demonstrated. Discharge of dewatered sludge cake into the truck loading bay shall be demonstrated for discharge from both discharge points, individually. Successful operation shall be demonstrated for all pipe, conveyor, valve and pump sensor equipment, including local and remote monitoring.

3.2 PART 3 –EXECUTION

3.2 3.1 COMPONENT TEST AND CHECKOUT

A. Start-up Certification: Prior to system start-up, successfully complete all the testing required of the individual components of the work. All copies of the approved Operation and Maintenance Manuals must be provided before start-up may begin.

B. Coordinate all startup activities with the CITY's operating personnel at the treatment plant site.

3.2 START-UP

A. Confirm that all equipment is properly energized, that the valves are set to their normal operating condition and that the flow through the new work is unobstructed.

B. Initiate start-up in accordance with the contractor's startup schedule and the plant's operation and maintenance manual.

C. Observe the component operation and make adjustments as necessary to optimize the performance of the Work.

D. Coordinate with the CITY for any adjustments desired or operational problems requiring debugging.

E. Make adjustments as necessary and retest until successful automatic and manual operation of the dewatering conveyance system is demonstrated. Successful demonstration includes all equipment (i.e. centrifuges, conveyors, pump and valves) is operating in the proper sequence and at the proper settings, dewatered sludge cake is delivered to the sludge hauling trucks, and all emergency stop systems are operating properly. Successful operation demonstration also includes the entire dewatered cake conveyance system is viewable from the Glades WWTF SCADA system including conveyor status, valve status, pump status, and pump operation view screen. Successful operation also includes demonstration that operation of either of the centrifuges has not been altered or hindered in any way.

3.3 START-UP DEMONSTRATION AND TESTING

A. After all Work components have been constructed, field tested in automatic and manual modes and started-up in accordance with the individual specifications and manufacturer's requirements, perform the Start-up Demonstration and Testing in the presence of the CITY. The demonstration shall be held upon completion of all systems at a date to be agreed to in writing by the CITY or his representative.

B. The start-up testing will be conducted for two (2) consecutive days. The work must operate successfully during the (2) day testing period in a manner that meets the design intent. If work does not operate successfully, or if the start-up is interrupted due to other contracts, the problems shall be corrected by the contractor and the test will start over from day one.

C. During start-up demonstration, operate the work, instruct designated plant operating personnel in the function and operation of the work, and cause various operational circumstances to occur. As a minimum, these circumstances will include average and peak daily flows, random equipment failures, tank overflows, surcharges and bypasses. Demonstrate the essential features of the equipment and its relationship to other equipment. Prior to the substantial completion the Contractor shall submit a detailed schedule of operational circumstances.

END OF SECTION

January 2016

SECTION 01700

CONTRACT CLOSEOUT

PART 1 -- GENERAL

1.1 DESCRIPTION

A. The Contractor shall comply with requirements stated in the Contract Documents for administrative procedures in closing the Work.

1.2 SUBSTANTIAL COMPLETION

A. The Work will not be substantially complete and the Contractor may not request substantial completion inspection unless the following submittals and work is completed:

1. All operation and maintenance manuals have been submitted and approved
2. All start-up and demonstration testing is completed with written acceptance from the CITY.
3. Project Record Documents have been submitted and reviewed
4. All training of CITY's personnel completed
5. All areas to be used and occupied are safe, operable in automatic and complete.
6. All deficiencies noted on inspection reports or non-conformances are corrected or the correction plan approved.

B. When the preceding conditions are met the Contractor shall submit to the CITY:

1. A written notice that he considers the work substantially complete
2. A punch-list of items to be corrected.

C. The CITY will make an inspection to determine the status of completion.

D. Should the CITY determine the Work is not substantially complete:

1. The CITY will notify the Contractor in writing giving the reasons therefore.

2. Contractor shall remedy the deficiencies in the Work and send another written notice of substantial completion to the CITY.

3. The CITY will re-inspect the Work.

E. When the CITY finds the Work substantially complete he will:

1. Prepare a tentative punchlist of items to be completed or corrected before final inspection.

1.3 FINAL INSPECTION

A. Prior to Contractor's request for final inspection the following submittals and work must be complete:

1. Project record documents must be approved

2. All spare parts must be suitably delivered to the CITY

3. Contractor shall submit evidence of compliance with requirements of governing authorities.

B. After satisfying the preceding requirements and when the Contractor considers the Work complete he shall submit a written certificate that:

1. Contract documents have been reviewed

2. Work has been inspected for compliance with the Contract Documents

3. Equipment and systems have been tested in the presence of the CITY and are operational

4. All punch-list items have been corrected.

C. When the CITY finds the Work is acceptable under the Contract Documents for this project, the Contractor may make closeout submittals.

1.4 CONTRACTOR'S CLOSE OUT SUBMITTALS

A. Warranties and bonds

B. Evidence of payment and release of liens. The Contractor shall submit all releases of lien to the City for all subcontractors as a single document.

C. Certificate of insurance for products and completed operations

D. Submit all releases of lien for all subcontractors.

E. Submit all original warranties.

F. Submit all Record As-Built drawings

G. Submit all Operations and Maintenance manuals

H. Submit a final statement of accounting to the CITY. PLEASE NOTE: Final payment request submittal shall have "FINAL INVOICE" clearly written on each page of the submittal.

END OF SECTION

SECTION 02610

PIPE, FITTINGS AND VALVES

PART 1 - GENERAL

1.01 DESCRIPTION: Work under this section consists of furnishing and installation of all materials, supplies, equipment, hangers, supports and labor in accordance with the requirements set forth herein and as shown on the drawings for a complete and operational dewatered sludge cake piping system. All pipe, fittings and miscellaneous items on the identified systems shall be suitable for the application and recommended by the manufacturer, and are subject to the Engineers approval. In general, all such items shall be high grade, high quality and corrosion resistant without any applied coatings.

All shop fabricated carbon steel and stainless steel pipe and fittings shall be furnished by a single fabricator who is reputable, qualified with appropriate certifications and can demonstrate 10 years experience in the fabrication of stainless steel and carbon steel piping. The pipe and fittings shall be shop fabricated and field installed in accordance with common industry wide practices and methods and shall comply with these specifications.

The Work shall include, but not be limited to the following:

1. New dewatered bio-solids pipe system
2. Connections to existing conveyors
3. Supports and hanger design, including support and hanger system locations, signed and sealed by a structural engineer registered in the State of Florida
4. Installation of all new pipe, including discharge chutes, gaskets, fasteners, fittings, coatings/painting, valves and appurtenances as required for a complete and operational pipe system installation.
5. Cleaning and testing.

1.02 SUBMITTALS

A. The Contractor shall furnish to the CITY (through the Engineer) a Material Certification stating that the pipe materials and specials furnished under this Section conform to all applicable provisions of the corresponding Specifications. Specifically, the Certification shall state compliance with the applicable standards (ASTM, AWWA, ANSI, etc.) for materials, fabrication and testing. The requirements for Certification shall be a specified in Section 01300 entitled "Submittals".

B. At the time of shop drawing submittals, the Contractor shall furnish the CITY with certifications for all shop welders and field welders intended for assembling the pipe for this project. All welders shall have appropriate certification documentation from the American Welding Society and the American Society of Mechanical Engineers for the structural welding and pressure pipe welding.

C. Shop Drawings for major piping (2-inches in diameter and greater) shall be prepared and submitted in accordance with Section 01300 – Submittals. In addition to the requirements

in Section 01300 entitled "Submittals". The Contractor shall submit detailed drawings in plan and profile for all piping as specified and shown on the Drawings.

D. Shop Drawings shall include, but not be limited to, complete piping layout, pipe material, sizes, class, locations, necessary dimensions, elevations, supports, hanger details, pipe joints, flanges and the details of fittings including methods of joint restraint. The pipe hanger and support system design shall be signed and sealed by a structural engineer registered in the State of Florida.

E. No fabrication or installation shall begin until Shop Drawings are reviewed by the CITY.

1.03 APPLICABLE CODES, STANDARDS AND SPECIFICATIONS

The Work under this Contract shall be in strict accordance with the following codes and standards.

A. All State, local, county and municipal codes

B. American Society for Testing and Materials (ASTM)

C. American National Standards Institute (ANSI)

D. American Society of Mechanical Engineers (ASME)

E. American Water Works Association (AWWA)

F. American Association of State Highway and Transportation Officials (AASHTO)

G. Florida Department of Transportation Specifications (FDOT)

H. Federal Specifications

I. United States Department of Commerce Commercial Standards (CS)

1.04 MATERIALS AND EQUIPMENT

Unless otherwise specified or shown on the drawings, materials and equipment shall be the standard product of a manufacturer and shall comply with the Contract Documents and applicable standards for such material or equipment. Prior to the start of Work, the Contractor shall submit to the Engineer a list of the manufacturers of all equipment and materials to be incorporated in the Work that conform to a standard, code or as specified. All materials and assemblies shall be new and unused.

1.05 WORKMANSHIP

All materials and equipment shall be installed in accordance with the manufacturer's instructions and to these Contract Documents. The Contractor shall notify the Engineer when the manufacturer's instructions conflict with these specifications.

1.06 SITE MAINTENANCE

The Contractor shall take the necessary steps to prevent objectionable blowing or drifting of dust, sand or other debris. The Contractor shall periodically remove all excess materials, excess excavated materials and all debris resulting from his operations and as directed by the CITY.

1.07 STORAGE OF MATERIALS AND EQUIPMENT:

Pipes, valves and related equipment shall be stored and/or strung in a manner that will not endanger or restrict pedestrian or vehicular traffic. Pipe shall not be strung along routes more that 10 days prior to placement.

1.08 EXISTING CONEYOR SYSTEM:

This project includes the connection of the proposed piping system to the existing dewatered sludge conveyor system at various locations. The Contractor shall be responsible for the provision and installation of any necessary chutes and support systems to allow the conveyor system to operate with the proposed pump and piping system. In addition, the Contractor shall supply any fittings, transitions, chutes, or adapters necessary to accommodate the connection of, and to, existing conveyor systems, without sacrificing the overall system operation.

1.09 PIPING SYSTEMS

The Contractor is advised that this project requires the use of several different piping materials. The Contractor shall provide all necessary transitions, couplings, etc. as necessary to connect the systems. Materials and pressure rating of the transitions shall be suitable for the application and subject to the Engineer's approval. In general, coated or uncoated carbon steel or other materials subject to corrosive attack (internally or externally) will not be acceptable. Stainless steel shall be Grade 316 or 316L, unless specifically noted otherwise.

The Contractor is further advised that the drawings communicate the overall intent of the major and minor piping systems on the project site. The Contractor shall investigate as required, anticipate, provide and install any and all additional fittings, adapters and transitions required to satisfy the intent of the piping system shown on the drawings.

PART 2 - PRODUCTS

2.01 PIPE AND FITTINGS

A. Stainless Steel Pipe and Fittings: All stainless steel pipe larger than 1 inch diameter and fittings shall be Schedule 40S or higher, as required to satisfy the working pressure rating of 290 psi, and shall be Type 316L conforming to ASTM 312. Stainless steel piping 1-inch diameter and less, shall be Schedule 40S, Type 316L conforming to ASTM 312.

B. Connections shall be shop welded, flanged or grooved joint ends (Victaulic). Stainless steel pipe shall be shop fabricated to the maximum extent possible, as piping run lengths permit. Flanges shall be located as shown on the project drawings. All above grade stainless steel piping shall be shop fabricated. Where shop fabrication of above grade piping is not feasible flanged connections shall be used unless alternate connection

couplings are indicated. Flange gaskets shall be full faced black neoprene and have a temperature rating of no less than 300-degrees Fahrenheit. Couplings shall be 316 stainless steel arched band type in either one piece or two piece housings that provide full circumferential bearing against welded restraint rings on the pipe ends. Screwed ends will not be accepted except as specifically indicated. Butt welds shall be made with an inert gas arc welder using compatible filler material and backing gas on the interior. Socket welds shall be made using an appropriate filler and no drop through to interior.

C. All welds of stainless steel shall be passivated. Flanges shall be ANSI Class 600 on sludge cake piping system.

D. All connecting bolts and hardware shall be 316/316L stainless steel. All stainless steel pipe and fittings shall be passivated.

E. 1. Alternative Pipe Material: As an alternative, bio-solids discharge pipe shall be Steel pipe, Schedule 40 or higher to satisfy a working pressure of 290 psi and shall be epoxy lined. Pipe materials shall be black carbon steel conforming to ASTM A 53, Type E or S, Grade B; API 5L, Grade B; or ASTM A 135, Grade B. Pipes shall be standard weight per ASME B36.10.

2. Fittings: Fittings shall be welded and flanged as shown on the drawings. Steel fittings are defined as a special piece of pipe other than a normal straight section. Elbows, crosses, tees, and reducers are fittings. Fittings shall be butt-welded conforming to ASME B16.9. Material shall be wrought steel conforming to ASTM A 234, Grade WPB. Wall thickness shall be the same as the pipe.

3. Epoxy Lining: Lining and coating shall be a 100% solids, thermosetting, fusion-bonded, dry powder epoxy resin. Provide Scotchkote 134 or 206N, Lilly Powder coatings "Pipeclad 1500 Red", or equal. Epoxy lining and coating shall meet or exceed the following requirements:

- Hardness (Minimum) Barcol 17 (ASTM D 2583) Rockwell 50 ("M" Scale)

- Abrasion Resistance (Minimum) 1,000 cycles: 0.05 gram removed 5,000 cycles: 0.115 gram removed ASTM D 1044, Tabor CS 17 wheel, 1,000 gram weight Adhesion (Minimum) 3,000 psi (Elcometer) Tensile Strength 7,300 psi (ASTM D 2370).

4. Exterior Painting: Metal surfaces shall be Degreased and blast clean to SSPC-SP6. Prime coat shall be Carboline D888 primer or equal two part epoxy primer, 4-6 mils DFT. The intermediate coat shall be Carboline 890 or equal two component cross linked epoxy, 7-9 mils DFT. The finish coat shall be Carboline 3359 or equal single component, water-borne acrylic topcoat, two coats 1-3 mils DFT per coat. Total minimum thickness shall be 14-18 mils DFT. Contractor shall furnish the City with color samples during the shop drawing review.

2.02 MISCELLANEOUS PIPE AND FITTINGS AND ACCESSORIES

1. Brass IPB: ASTM B-43 for "Seamless Red Brass Pipe", standard sizes, regular weight, annealed condition.

2. Threaded Pipe Nipples: Short lengths unless otherwise required. Close lengths shall not be used except with special permission of the Engineer. Nipple stock shall be of same material used in connecting pipe and shall conform with material specifications.

3. Malleable Iron Screwed Pipe Fittings: Class 300, ANSI B16.3.

4. Screwed Brass or Bronze Fittings: ANSI B16.17.

5. Tube Fittings: Unless otherwise noted on the drawings, all high pressure tube and fittings shall be Swagelok as manufactured by Crawford Fitting Company or Parker and shall be rated for a working pressure of 350 psi.

6. Grooved End Couplings: Grooved end couplings shall be manufactured by the Victaulic Company of America. Unless otherwise noted, couplings shall be Style 77 and manufactured from 316 SS with 316 SS nuts, bolts, washers, etc. Nuts, bolts and washers shall be 316 SS. The pipe wall thickness remaining after the grooving shall not be less than required to satisfy the published pipe pressure rating. It is noted that the shown grooved end couplings are considered minimal. The Contractor shall provide addition couplings with associated grooved end pipe where necessary to accommodate installation, future maintenance or provide allowance for thermal pipe expansion/contraction.

7. Grooved End Fittings: Grooved end fittings (also referred to as Victaulic fittings) shall be provided and installed as shown on the drawings. The fittings shall be Schedule 14, 316 SS, or Schedule 40, 316 SS, as required to satisfy the test pressure of 300 psi.

8. SS Tubing: Stainless steel tubing shall be seamless fully annealed high quality 316SS complying with ASTM A269 or A213. The stainless steel tubing shall be of hardness Rb 80, or less, and based on a ultimate tensile strength of 75K psi. The tubing's OD shall be sized to match standard size precision tube fittings without adapters or reducers. The wall thickness shall be based on a working pressure of 3,600 psi minimum as calculated according to ANSI B31.3. The tubing shall be free of scratches and suitable for bending or flaring. The tubing shall be compatible with precision tube fittings.

10. PVC piping and fittings shall be schedule 80, solvent welded with 304 SST uni-strut supports and hardware.

9. Rubber Expansion Joint: Rubber expansion joints shall be flanged, single arch style with a ½-inch steel backing ring and shall include control rods. The control rods and accessories shall be stainless steel 316L. Rubber expansion joints shall be suitable for minimum 300 psi and manufactured by General Rubber Corporation or equal.

2.03 VALVES

A. KNIFE GATE VALVES: Flow control valves shall be knife gate type suitable for service in dewatered bio-solids cake systems and for either vertical or side mounting. The valve shall be designed for 300 PSI CWP at ambient temperatures, full open and full close service. The body, packing gland and yoke shall be heavy duty cast ductile iron with a 304 stainless steel liner. The body design shall be heavy duty and shall resist deflection from line loads and internal pressure. Flange faces shall be raised and drilled and tapped to ANSI 300. Gates shall be high strength, corrosion resisting alloy 17-4 H900C stainless steel and shall be finished ground on both sides. Packing shall be TFE lubricated synthetic type (TLSP) and shall have an operating temperature of up to 500 degrees F and a pH range of 3-11. The packing gland and valve body shall be fitted with 304 stainless steel bolts. The stem shall be fabricated of 304 stainless steel. Knife gate valves shall be by DeZurick/Apco Hilton, Lined Valve Company Inc. or equal.

B. FLOW CONTROL VALVE MOTOR OPERATORS: Valve motor operators shall be electric motor type capable of local and remote operation of the valve. Operators shall include a control head that is separable from the main operator body. Control heads shall include local and remote switches and FULL OPEN and FULL CLOSE indicator lights. Control heads shall also be capable of transmitting 4-20 mA signal for remote monitoring of the valve's gate position. The main operating body shall include the electric motor, gear box and a hand wheel for emergency manual operation. Operators shall include an excessive torque overload protection system and thermal motor protection thermoswitches within the motor windings. OPERATING CONDITIONS: Operating Service: Operators shall drive the valve gate through its entire range of travel, full open and full close with no modulation. Operating Environment: Industrial, corrosive. Enclosures shall be splash proof. Ambient operating temperature: Indoors, South Florida, no air conditioning. Control head shall be separable from the actuator motor head and shall include a wall bracket for wall mounting within 150-feet of the main operator body. The flow control valve operators shall be electric motor type M2CP by EIM Emerson, or equal.

2.04 PRESSURE SENSOR RINGS

1. The pressure sensor ring shall be the non-clog type with a nitrile (Buna N) elastomer seal, and shall be suitable for use with high solids cake-liquids at the pressures indicated in these specifications. The fill fluid shall be a silicone fluid. The pressure isolator ring construction shall include a carbon steel center section with 316 stainless steel end plates. Flanges shall be class 300. The inside diameter of the pressure ring shall match the nominal inside diameter of the pipe. The module seal stinger and pipe fittings shall be 316 stainless steel. Pressure sensing equipment shall include an analog gauge and an electronic transducer. Analog gauges shall be furnished in accordance with section 2.05 of this specification. Electronic transducers shall be Series 3051T as manufactured by Rosemont or equal. Pressure sensor rings shall be Series PSR as manufactured by Onyx or equal.

2.05 GAUGES

Pressure gauges shall be all stainless steel construction and shall have a case and ring constructed of 304 stainless steel with a glass window. Bourdon tubes and sockets shall be constructed of 316 stainless steel. Gauges shall be glycerin filled for location

outdoors and shall have a 50 mm diameter. Gauges shall include a diaphragm seal for high solids material service. Accuracy shall be ASME 3-2-3%, Grade B. Gauges shall be type 1008S Stainless Steel by Ashcroft or equal.

2.06 RUPTURE DISC

Rupture disc assembly shall include the rupture disc and disc holder. Disc holders shall be stainless steel, flanged with a rating of 300 PSI. Discs shall be 316 stainless steel, non fragmenting type and shall be rated for 300 PSI rupture pressure. Rupture disc shall be as manufactured by Fike, or by BS&B or equal.

2.07 BIO-SOLIDS CAKE LUBRICATION SYSTEM

a. Metering Pump: Metering pump fluid shall be plant water (reuse water quality). Diaphragm shall allow for either plant water or a polymer solution. Metering pump shall be diaphragm type with a maximum discharge flow of 7.0 GPH and a maximum discharge pressure of 900 PSI. Metering pumps shall be model number 525-E-M3 as manufactured by Neptune or equal.

b. Low Pressure Side (Feed): Pipe, valves and fittings shall be polyvinyl chloride (PVC) Schedule 80. Valves shall be True-Union ball type valves. Gauge range shall be 0-160 PSI.

c. High Pressure Side (Discharge): Pipe and fittings shall be Schedule 80 black steel. Pipe shall conform to ASTM A-53, extra strong Type S. Fittings shall be forged steel conforming with ANSI B16.11. Pipe and fittings shall be hreaded Class 2000 or Class 3000 as manufactured by Crane, Bonney, Ladish, Vogt or equal. Valves shall be 304 stainless steel and shall be rated for a minimum service pressure of 300 PSI service. Valves shall be ball type and check valves shall be swing type.

d. High Pressure Hose and Fittings (Discharge): High pressure hose shall be MHSA C-40 rated for 350 PSI for outdoor, full sun service. Fittings and long nipples shall be stainless steel. High pressure hose and fittings shall be from a single manufacturer and shall be Push-Lok as manufactured by Parker or equal.

PART 3 - EXECUTION

3.01 INSTALLATION

A. Leakage Test: Leakage and pressure tests shall be conducted in the presence of the Engineer in accordance with AWWA C-600 Section 4 procedures. The Contractor will provide a suitable pressure gage, acceptable to the Engineer, for the test. The Contractor will provide all other necessary apparatus including a pump, flow measuring device, piping connections and fittings and the necessary labor to conduct the tests. The test shall be of two hour duration. During the test, the pipe being tested shall be maintained at a pressure of not less than 250 psi. All other piping shall be tested at 50 psi above the maximum working pressure as determined by the Engineer. Leakage is defined as the quantity of water added to the pipe being tested during the test period. No pipe installation will be accepted if the leakage exceeds the quantities specified in AWWA C-600, Section 4.2. For pipe less than 6-inch diameter or above grade piping

systems, the acceptable leakage criterion shall be no visible leaks of any amount. Pipe and fittings shall be sufficiently exposed to permit examination for leaks by the Engineer. The Contractor shall submit to the Engineer the testing pattern he proposes to follow prior to testing for the Engineer's approval. No more than 200 feet of piping shall be tested at one time unless the Engineer specifically agrees, in writing, to a variation. The Contractor shall be responsible to provide any temporary valves, plugs or appurtenances to satisfy this requirement. Upon completion of all leakage testing and line flushing, all chemical feed piping shall be completely cleared of all water by purging with a dry inert gas. Suitable safety precautions shall be taken by the Contractor.

B. Piping Stress: All piping, fittings and other equipment shall be installed so that no pipe stress is transferred to the existing conveyor equipment, receiving boxes, and proposed pumping equipment. Flanged pipe and Victaulic/Depend-O-Lok restrained piping/fittings shall remain aligned with the flange bolts, or couplings removed. Contractor shall demonstrate the lack of pipe stress by removal of flange bolts at locations designated by the Engineer or inspector.

3.06 RESTORATION OF DAMAGED SURFACES, STRUCTURES AND PROPERTY:

A. Where pavement, sidewalks, or other property and surface structures not designated as part of the project work, have been damaged, removed or disturbed by the activities of the Contractor during any phase of this project, whether deliberately or through failure to carry out the requirements of the contract documents, state laws, municipal ordinances or the specific direction of the Engineer, or through failure to employ usual and reasonable safeguards, such property and surface structures shall be replaced or repaired at the expense of the Contractor to a condition equal to that before Work began within a time frame approved by the Engineer.

B. PROTECTION: At the end of each workday the mains under construction shall be plugged to prevent the entry of small animals or rodents. Temporary plugs shall be provided for this purpose.

C. CLEANUP: The Contractor shall maintain the site of the Work in a neat condition. The Contractor shall periodically remove all excess materials, excess excavated materials and all debris resulting from his operations and as directed by the CITY.

END OF SECTION

SECTION 05050

METAL FASTENING

PART 1 – GENERAL

1.1 THE REQUIREMENT

A. The Contractor shall furnish all materials, labor, and equipment required to provide all metal welds and fasteners not otherwise specified, in accordance with the Contract Documents. All fasteners for this project shall be stainless steel.

1.2 PROJECT WORK ITEMS

a. Bio-Solids Pump
b. Pipe Hangers and Supports
c. Miscellaneous Metalwork

1.3 SUBMITTALS

A. Submit the following items in accordance with Section 01300 entitled "Submittals":

1. Submit Drawings providing the fasteners manufacturer and type of and certification of the fasteners material and capacity.

2. Copy of valid, current, certification for each person who is performing field welding

1.4 QUALITY ASSURANCE

A. Fasteners not manufactured in the United States shall be tested and certification provided with respect to specified quality and strength standards. Certifications of origin shall be submitted for all U.S. Fasteners supplied on the project.

B. All steel welding shall be performed by welders certified in accordance with AWS D1.1. All aluminum welding shall be performed by welders certified in accordance with AWS D1.2. Certifications for field welders shall be submitted prior to performing any filed welds.

C. Welds and high strength bolts used in connections of structural steel will be visually inspected in accordance with Article 3.4 of this Section.

D. The Owner may engage an independent testing agency to perform testing of welded connections and to prepare test reports in accordance with AWS. Inadequate welds shall be corrected or redone and retested to the satisfaction of the Owner and/or an acceptable testing laboratory at no additional cost to the Owner.

E. Provide a welding procedure for each type and thickness of weld. For welds that are not prequalified, include a Performance Qualification Report. The welding procedure shall be given to each welder performing the weld. The welding procedure shall follow the format in Annex E of AWS D1.1 with relevant information presented.

PART 2 – PRODUCTS

2.1 ANCHOR BOLTS

A. For all conditions throughout this Contract, all anchor bolts shall be type 304 stainless steel conforming to ASTM F593.

B. Nuts shall be 304 stainless steel conforming to ASTM F594.

C. Equipment manufacturers, fabricators, and suppliers shall design and furnish anchor bolts as required to install the supplied nuts. The anchor bolt layout shall be coordinated with concrete work as specified herein.

D. Drilled in type anchor bolts, either adhesive types or mechanical types shall not be used unless approved in writing by the manufacturer/fabricator of equipment or covers, subject to acceptance by the Owner. All operating pieces of equipment such as pumps, blowers, generators, motors, etc., shall not be anchored with wedge anchors or other mechanical anchors. Drilled in type anchor bolts shall be Type 316 stainless steel. Drilled in type anchor bolts are specified under Article 2.4 of this section entitled "Concrete Anchors".

2.2 HIGH STRENGTH BOLTS

A. High strength bolts and associated nuts and washers shall be in accordance with ASTM A325 or ASTM A490. Bolts, nuts and washers shall meet the requirements of AISC "Specifications for Structural Joints Using ASTM 325 or A490 Bolts".

B. Where high strength bolts are used to connect galvanized steel or are otherwise specified to be galvanized, bolts, nuts, and washers shall be hot dipped galvanized in accordance with ASTM A325.

2.3 STAINLESS STEEL BOLTS

A. Stainless steel bolts shall conform to ASTM F-593. All fasteners shall be Type 316 stainless steel. Unless otherwise specified, fasteners for aluminum and stainless steel members shall be Type 316 Stainless steel.

B. Stainless steel bolts shall have hexagonal heads with a raised letter or symbol on the bolts indicating the manufacturer, and shall be supplied with hexagonal nuts meeting the requirements of ASTM F594. Nuts shall be of the same alloy as the bolts.

2.4 CONCRETE ANCHORS

A. Where concrete anchors are called for on the Drawings, one of the types listed below shall be used, where one of the types listed below is specifically called for on the Drawings, only that type shall be used. Unless otherwise noted, al concrete anchors which are submerged, or which are subject to vibration from equipment such as pumps, blowers, and generators, shall be adhesive anchors. The determination of anchors equivalent to those listed below shall be on the basis of test data performed by a commercial testing laboratory. There are two types used:

    1. Expansion anchors shall be wedge, sleeve, or drop-in mechanical anchors.
    2. Adhesive anchors shall be two part injection

B. Expansion anchors shall be Kwik Bolt II by Hilti, Inc. or Turbolt Wedge Anchor by ITW Ranset/Redhead and shall be embedded to the depths shown on the drawings. If no embedment depth is given, the minimum depth as recommended by the manufacturer.

C. Adhesive anchors shall consist of threaded rods or bolts anchored with an adhesive system into hardened concrete or grout-filled masonry. The adhesive system shall use a two-component adhesive mix and shall be injected with a static mixing nozzle following the manufacturer's instructions. The embedment depth of the rod/bolt shall provide a minimum allowable bolt strength that is equal to the allowable tensile capacity of the rod/bolt (see Table 1) unless noted otherwise on the Drawings. The adhesive system shall be "Sikadur Injection Gel" as manufactured by Sika Corporation, "Epcon System" as manufactured by ITW Ramset/Redhead or "HIT HY-150 injection Adhesive Anchor System as manufactured by Hilti, Inc. or equal. Preparation of surfaces and bolt/rod holes shall be in strict conformance with the manufacturer's recommendations.

D. All concrete anchors shall be Type 316 stainless steel.

TABLE 1 Allowable Tensile Capacity (Kips)		
Size	A36 Threaded Rod/Bolt	SST Threaded Rod/Bolt
3/8 inch	2.1	1.9
½ inch	3.8	3.5
5/8 inch	5.9	5.6
¾ inch	8.4	8.2
7/8 inch	11.5	11.4
1 inch	15.0	15.0

2.5 MASONRY ANCHORS

A. Anchors for fastening to solid or grout-filled masonry shall be adhesive anchors as specified above for concrete anchors.

B. Anchors for fastening to hollow masonry or brick shall be adhesive anchors consisting of threaded rods or bolts anchored with an adhesive system dispensed into a screen tube inserted into the masonry. The adhesive system shall use a two-component adhesive mix and shall be injected into the screen tube with a static mixing nozzle. The adhesive system shall be "Epcon System" as manufactured by ITW Ramset/Redhead, "HIT HY-20 System" as manufactured by Hilti, Inc., or equal.

C. All masonry anchors shall be Type 316 stainless steel.

2.6 WELD

A. Electrodes for welding structural steel and all ferrous steel shall comply with AWS Code, using E70 series electrodes for shielded metal arc welding (SMAW), or F7 series electrodes for submerged ard welding (SAW).
B. Electrodes for welding aluminum shall comply with Aluminum Association Specifications and AWS D1.2.
C. Electrodes for welding stainless steel and other metals shall comply with AWS code.

2.7 WELDED STUD CONNECTIONS

A. Welded stud connectors shall conform to ASTM A489 unless noted otherwise.

2.8 EYEBOLTS

A. Eyebolts shall conform to ASTM A489 unless noted otherwise.

2.9 HASTEALLOY FASTENERS

A. Hastealloy fasteners and nuts shall be constructed of Hastalloy C-276.

2.10 ANTISEIZE LUBRICANT

A. Antiseize lubricant shall be Graphite 50 Anti-Seize by Loctitie Corporationj, 1000 Anti-Seize Paste by Dow Corning, 3M Lube and Anti-Seize by 3M, or equal.

PART 3 – EXECUTION

3.1 MEASUREMENTS

A. The Contractor shall verify all dimensions and review the Drawings and shall report any discrepancies to the Engineer for clarification prior to starting fabrication.

3.2 BOLT INSTALLATION

A. Anchor Bolts, Conrete Anchors, and Masonry Anchors:

1. Anchor bolts shall be installed in accordance with AISC "Code of Stnadard Practice" by setting in concrete while it is being placed and positioned by means of a rigidly held template.

2. The Contractor shall verify that all concrete and masonry anchors have been installed in accordance with the manufacturer's recommendations and that the capacity of the installed anchor meets or exceeds the specified safe holding capacity.

3. Concrete anchors shall not be used in place of anchor bolts without the Owner's approval.

4. All stainless steel threads shall be coated with anti-seize lubricant.

B. High Strength Bolts

1. All bolted connections for structural steel shall use high strength bolts. High strength bolts shall be installed in accordance with AISC "Specification for Structural Joints, using A325 or A490 Bolts." All high strength bolts installed by the "turn-of-nut" method shall have a turned portion marked with reference to the steel being connected after the nut has been made snug and prior to final tightening. These marks will be considered in inspection.

2. All stainless steel bolts shall be coated with anti-seize lubricant.

C. Other Bolts

1. All dissimilar metal shall be connected with appropriate fasteners and shall be insulated with a dielectric or approved equal. Unless otherwise specified, where aluminum and steel members are connected together

they shall be fastened with Type 316 stainless steel bolts and insulated with micarta, nylon, rubber, or equal.

3.3 WELDING

A. All welding shall comply with AWS Code for procedures, appearance, quality of welds, qualifications of welders and methods used in correcting welded work.

B. Welded stud connectors shall be installed in accordance with AWS D1.1.

3.4 INSPECTION

A. High strength bolting will be visually inspected in accordance with AISC "Specification for Structural Joints Using A325 or A490 Bolts". Rejected bolts shall be either replced or retightened as required. In cases of disputed bolt installation, the bolts in questions shall be checked by a calibration wrench certified by an independent testing laboratory. The certification shall be at the Contractor's expense.

B. Field welds will be visually inspected in accordance with AWS Codes. Inadequate welds shall be corrected or redone as required in accordance with AWS Code.

END OF SECTION

SECTION 05500

MISCELLANEOUS METALWORK

PART 1 – GENERAL

1.1 THE REQUIREMENT

A. The Contractor shall furnish, fabricate and install miscellaneous metal items as shown on the Drawings and specified herein for a complete installation.

1.2 SUBMITTALS

A. The Contractor shall submit shop drawings and other information to the CITY for review in accordance with Section 1300 entitled "Submittals". No fabrication shall be started until shop drawings have been reviewed by the CITY. The drawings shall be made in conformity with standard practice and indicate: fabrication, assembly and erection details, sizes of members, profiles, fastenings, supports and anchors, finishes, patterns, clearances, and connections to other work.

PART 2 – PRODUCTS

2.1 MATERIALS

A. All materials shall be of the best quality and entirely suited for the particular service. Metals shall be free from defects and have structural properties to safely render required service.

B. Fastenings shall, insofar as practicable, be non-corrosive, non-staining and concealed. Exposed welds shall be ground smooth to form a neat uniform fillet without weakening base metal. Unexposed welds shall have all slag removed before applying shop coating. Molded, bent or shaped members shall be formed and clean, sharp rises, without dents, scratches or other defects. All anchors, bolts, shims and accessory items shall be provided as required for building into or fastening to adjacent work. All ferrous metals shall be galvanized, except as otherwise specified.

C. Unless otherwise specified the miscellaneous metal work shall be equal to or exceed the requirements of the following standards:

Carbon and Low Alloy Steel	ASTM Designation
Plates and Structural Fabrication	A 36, A 529 or A 283, Grade C
Sheet Steel	A 570, Grade C
Bars and Rods	A 36 or A 306, Grade 60
Pipe – general use process pipe	A 53 or A 120 Schedule 40 A 524 Grade I

Fasteners	ASTM Designation
Standard Strength Bolts	A 307, Grade A
High Strength Bolts	A 325
Eyebolts	A 489
Steel Coatings	A 164
Zinc – Electrodeposited	A 123 and A 386
Hot-Dipped	A 165
Cadmium	
Stainless Steel	
Plate and Sheets	A 167, Type 316
Bars and Shapes	A 276, Type 316
Fasteners	A 167 and A 276, Type 316
Cast Iron	
Gray	A 48, Class 30B
Malleable	A 47
Ductile	A 536, Grade 60-40-18
Wrought Iron	
Plates	A 42
Sheets	A 162
Shapes and Bras	A 207
Pipe	A 72
Bronze	
Rods, bars and shapes	B 138, Alloy B Soft
Fasteners	
Yellow Brass Cap Screws and Other	B 16, B 36, or B 134
Small Fasteners	B 97, B 98, B 99 and B 124
Silicon Bronze Bolts	
Aluminum	
Structural Shapes	B 308, Alloy 6061-T6
Castings	B26, B 85 and B 108
Extruded Bars, Rods and Tubes	B 221 Bars – Alloy 6061 Other – Alloy 6063
Plates and Sheets	B209 Plates – Alloy 6061 Sheets – Alloy 3003

D. All fasteners shall be manufactured in the United States of America. Certifications of compliance shall be submitted for all fasteners supplied on this project. All fasteners and fastener hardware for this project shall be stainless steel.

E. Materials with more than one specification or grade listed shall conform to specification or grade providing the highest strength and appropriate mechanical properties for the fabrication technique used.

2.2 PROTECTIVE COATINGS

A. All ferrous metal, except stainless steel and galvanized surfaces, shall be properly cleaned and given one shop coat of primer compatible with the coating system specified and field coated as specified. Metal work, including anchors, to be encased in concrete shall be shop primed unless specified to be stainless steel or galvanized. Castings that are to be let unpainted shall be cleaned and coated with a coal-tar-pitch varnish.

B. Hot dipped galvanized or zinc coatings applied on products fabricated from rolled, pressed or forged steel shapes, plates, bars and strips shall comply with ASTM A 123. Hot dip galvanizing or zinc coatings on assembled steel products shall comply with ASTM A 386. The weight of coatings shall be designated in TABLE 1 for the class and thickness or materials to be coated.

C. Galvanized surfaces for which a shop coat of paint is specified shall be chemically treated to provide a bond for the paint. Except for bolts and nuts, all galvanizing shall be done after fabrication.

D. Aluminum to be placed adjacent to masonry or dissimilar metals shall be protected with an isolating coating of bitumastic and/or felt.

2.3 STEEL

A. Unless otherwise noted, all steel shall conform to the followings:

1. Stainless steel floor plates shall conform to ASTM A 793 and shall be furnished with checkered design.

2. Galvanized steel pipe shall conform to ASTM A 53

3. Carbon steel bolts and fasteners shall conform to ASTM A 307 and shall be galvanized.

4. Carbon Steel rails, 40 pound, shall conform to the dimensions listed in AISC Specifications.

5. Other steel shall be mild steel

6. All stainless steel anchor bolts and fasteners shall be of Type 316 stainless steel.

2.4 STRUCTURALAND MISCELLANEOULS ALUMINUM

A. All structural and miscellaneous aluminum shapes, bars and plates shall be Alloy 6061-T6. Aluminum to be placed adjacent to concrete, masonry or dissimilar

metals shall be protected with one coat of bitumastic paint. Mill finish shall be provided.

2.5 FASTENERS

A. General: Bolts, screws, nuts, washers, anchors and other fasteners shall be first quality and shall conform to the material specifications named herein. All necessary bolts, anchor bolts, nuts, washers, plates and bolt sleeves shall be furnished by the Contractor in accordance herewith. Anchor bolts shall have suitable washers and, where so required, shall be hexagonal. Stainless steel and silicon bronze bolts shall have a railed letter or symbol on the bolts indicating the manufacturer.

Concrete and masonry inserts shall be drilled-in type as manufactured by Phillips Drill Company, Michigan City, Indiana; Hilt Company, Tulsa Oklahoma; or equal. Power or gun-driven, fiber and plastic inserts shall not be used unless specifically noted and allowed by the CITY.

B. Materials: All bolts, anchor bolts, nuts, washers, plates, and bolt sleeves shall be type 316 Stainless Steel. If any bolts, anchor bolts, nuts and washers, are specified to be galvanized, they shall be zinc coated, after being threaded, by hot dip process in conformity with ASTM A 123, or A 153, as appropriate.

C. Concrete Inserts: Concrete inserts shall be designed to support safely, in the concrete that is used, the maximum load that can be imposed by the bolts used in the inserts.

D. Dissimilar Metal: All dissimilar metal shall be connected with appropriate fasteners and shall be insulated with a dielectric or approved equal. Unles otherwise specified, aluminum shall be fastened with ASTM A 276 Type 316 stainless steel bolts and insulated with micarta, nylon, rubber, or equal.

E. Anchor Bolts: Anchor bolts shall be set accurately and be carefully held in suitable templates of approved design. Where indicated on the Drawings, specified, or required, anchor bolts shall be provided with square plates at least 4-inches by 1/8 inch or shall have quare heads and washers and be set in the concrete forms with suitable pipe sleeves or both. Drill-in type anchors shall be shown on the Drawings.

PART 3 – EXECUTION

3.1 FABRICATION

A. General: All workmanship shall be first class and conform to recognized and accepted best practice. All structural materials shall be thoroughly straightened in the shop by methods that will not injure them before templates are placed on same for laying out and before any work is done upon them.

B. Finished members shall be absolutely straight and free from open joints and distortions of any kind. All shearings shall be neatly finished. Flame cutting

may be used in the preparation of the various members provided this operation is performed by a machine. All necessary fillets, connections, brackets, posts, and other details not shown on the drawings, but necessary for the work, shall be furnished by the Contractor. Fabrication shall be welding except where riveted construction is specifically allowed by the Contract Documents.

C. Steel: Steel fabrications shall meet the applicable requirements of the AISC Specification for Design, Fabrication and Erection of Structural Steel Buildings.

D. Aluminum: Aluminum fabrication shall meet the applicable requirements of the Aluminum Construction Manual, Specifications of Aluminum Structures.

E. Welding: All welding shall be in accordance with the latest revised standards and recommendations of the American Welding Society. The welding of all joints shall produce complete fusion with the parent metal and shall be free of deleterious metals and cracks. Machine welding shall be used insofar as practicable. Track welding swill not be permitted on exposed surfaces. Finished welded joints shall be reasonable smooth and free from grooves, depressions or other irregularities. Any other irregularities shall be corrected by welding and/or grinding. All scale or flux shall be removed after each pass. Bronze shall be welded by either the inert gas shielded arc method or by brazing with the proper flux and filler metal. All flush welds of butt joints shall be ground smooth where exposed to view.

F. Castings:

1. Castings shall be tough, sound, and free from blow holes, shrinkage cracks or other defects. Castings shall be smooth and clean. Units s that have been plugged or filled will be rejected.

2. Iron castings shall be closed-grained iron or ductile iron.

3.2 INSTALLATION

All miscellaneous items shall be installed in conformance with specifications and details as shown on the drawings, or processed shop drawings. Installation and erection shall conform to the best practice with each item set plumb, level, true to line and securely anchored in its proper place.

END OF SECTION

SECTION 11364

SLUDGE CAKE PUMP

PART 1 - GENERAL

1.01 DESCRIPTION: The work covered by this section consists of furnishing all labor, material, equipment and services to install one (1) sludge cake pump (CITY supplied), control panel with all accessories specified in this Section at the Glades WWTF. The sludge cake pump shall be a positive displacement progressing cavity type pump and shall include an inverter duty motor(s), right angle drive assembly, base plate, gear reducer and coupling mounted on a common base plate with load cells, control panel, variable frequency drives, programmable logic control, pump internal over pressure protection systems, pump internal dry run protection systems, pressure transducer, operation and control software, control panel ventilation/cooling system, and all other hardware and miscellaneous appurtenances for a complete and operational ready bio-solids pump system to accommodate the pipe system and bio-solids cake performance requirements as specified in the contract documents. It is the intent of this project that the Contractor shall furnish and install a bio-solids cake pumping system that is locally and remotely controllable and is fully compatible with the existing DeviceNet based control system in operation at the Glades Wastewater Treatment Plant.

1.02 SUBMITTALS: Shall be in accordance with Section 01300.

1.04 ACCEPTABLE MANUFACTURERS: The equipment specified herein shall be the end product of one positive displacement progressing cavity pump manufacturer. The positive displacement progressing cavity pump shall be manufactured by Seepex or equal.

1.05 MANUFACTURERS REPRESENTATIVE: Personnel representing the manufacturer of the positive displacement progressing cavity pump shall be present at startup to adjust the pump settings, place the installation in service and instruct CITY personnel in the operation and maintenance thereof. The Contractor shall give the CITY 7 days advance notice of the proposed start-up date and time. The Contractor shall make adjustments and corrections to the installation of the pump as directed by the pump manufacturer's representative.

1.06 ASSEMBLIES OR UNITS: Where the contract documents require the Contractor to furnish and install an assembly or unit, the Contractor shall furnish all component parts as required or directed by the manufacturer of the assembly or unit to achieve a fully functional system that meets the design intent.

1.07 PHYSICAL CONSTRAINTS: The physical location of the pumping unit is in the vicinity of the existing sludge dewatering building in a position outside of the building to receive dewatered sludge cake from the two existing centrifuges. The Contractor is specifically advised that the horizontal and vertical limitations of the installation location are significant and that minor variations in manufacturing could render the installation, operation and/or maintenance of the sludge cake pump not viable. The Contractor and Manufacturer shall evaluate the physical constraints and secure field dimension information as required, prior to fabrication of any component of this sludge cake pump or conveying system to and from pump, to ensure that a fully functional and maintainable pumping system is provided. The plans indicate the layout for installation of manufacturer's equipment. Use of other manufacturer's may require revision to the layout of the equipment. The Contractor and Manufacturer shall modify the assembly as required to install the unit, subject to the Engineer's approval. Prior to modifying the design the Contractor shall submit to the Engineer on scaled drawings the proposed modifications and/or alternate configuration. All such modifications shall be completed at no cost to the Owner. The Contractor shall be responsible for providing a complete,

operable and functional sludge cake pumping system which is capable of meeting the performance requirements specified herein.

PART 2 - PRODUCTS

2.01 GENERAL: The sludge cake pump shall be installed within the vicinity of the existing Solids Dewatering Facility as shown on the drawings.

2.02 PERFORMANCE REQUIREMENTS: The sludge cake pump shall be capable of pumping dewatered municipal wastewater sludge from the belt filter presses to the thermal sludge drying unit inlet hopper as shown on the drawings. The pumps shall be of the compact, close-coupled design. The gear reducer shall be sized for a minimum service factor of 1.5 and designed with a thrust load capability of 150% of the actual thrust load. The sludge cake pump shall operate at the design conditions and meet the performance criteria specified below:

Parameter	Range
Design Dewatered Cake Solids:	14-18% total dry solids, by weight
Maximum Dewatered Cake Solids:	23% total dry solids, by weight
Maximum Solids Size:	1-inch
Maximum Hydraulic Pumping Rate (at minimum feed solids of 14%):	22 gpm, one centrifuge in operation 44 gpm, two centrifuges in operation
Min. Pump Discharge Pressure for Starting:	250 psig
Maximum Pump Operating Speed	93 rpm
Pump Motor Horsepower	30
Drive Type	Variable Frequency
Bio-Solids Pump Manufacturers	Seepex Moyno Or equal, with five or more successful installations operating in Florida, handling similar wastewater cake solids

Pump shall be shop tested prior to shipment. The pump shall be tested to ensure hydraulic conformance with the requirements of the specifications. Certified test results shall be provided to and accepted by the Engineer prior to the pump assembly being shipped. Upon completion of the pump installation at the project site field tests shall be completed to ensure conformance with the specifications. The field testing shall be completed using the media to be pumped (i.e. 15-18% solids sludge cake). In the event that the pump does not meet the performance requirements, the Contractor shall, at no cost to the Owner, make the necessary modifications, repairs or replacements to the pump or other system components to make the unit conform with the specifications and re-test the unit in accordance with the above criteria to demonstrate conformance.

2.03 SLUDGE CAKE PUMP

A. Suction Casing: The suction casing shall be fabricated from cast iron steel plate and be designed with a rectangular opening shop fabricated with a minimum 2- inch flange around the perimeter of the hopper with pre-punched holes to allow mating of the inlet hopper frame and guard assembly. The inlet hopper shall have a minimum clear opening of 36-inches by 16-inches. The suction casing discharge connection shall be an ANSI B16.5, 300-lb, raised faced flange connection. A single open ribbon auger shall run the entire length of the suction casing and shall transmit rotational movement from the drive shaft to the rotor. The ribbon auger shall be designed to minimize material bridging within the suction casing. If a suction casing extension tube is used then the ribbon auger shall extend its entire length in addition to the length of the suction casing. The auger shall be constructed of cast iron steel and shall be driven by the main pump shaft and connected to the rotor and drive shaft by two universal joints. The conveying capacity of the ribbon auger shall be a minimum of 300 percent greater than the pump element design.

B. Rotor: The rotor shall be of the single helix design. The rotor shall be designed to form a cavity between the rotor and stator progressing from the pump inlet to the discharge port with the operation of the rotor. The rotor shall be constructed of 316 stainless steel. The rotor shall be coated for maximum abrasion resistance. The coating shall be 05 hard chrome plating or a chromium nitride coating with a hardness of 90 Rockwell C. The coating shall have a minimum thickness of 0.10-inches. The pump rotor shall be driven by either pin joints or gear joints.

C. Joints: Pumps provided with pin joints shall have replaceable bushings, constructed of air-hardened tool steel of 57-60 HRc, in the rotor head and coupling rod. The pins shall be constructed of high strength steel, air hardened to 60-65 HRc. The joints shall be grease lubricated with a high temperature (450°F), PTFE filled synthetic grease, covered with Buna N sleeve and positively sealed with 316 stainless steel hose clamps. A 316 stainless steel shell shall cover each universal joint assembly to protect the elastomeric sleeve from being damaged.

Pumps provided with gear joints shall be totally enclosed and be protected by a wire reinforced elastomeric seal. The gear joints shall be crowned gear type and shall be machined of alloy steel, ASTM 331-90, grade A8620. The ball gear shall have an internal spline machined to American Standard 30° pressure angle involute spline. Stub tooth gears must have a 30° pressure angle.

All universal joints shall be positively sealed and grease lubricated and be designed for a minimum operating life of 10,000 hours.

D. Stator: The stator shall be of the double helix design and be chemically bonded to the inside of the steel stator housing. The fit between the rotor and stator at the contact interface shall compress the stator material sufficiently to form a seal to prevent leakage from the discharge back to the inlet of the pumping chamber or into the suction casing. The stator shall be beveled on the inlet side to the stator housing to eliminate entrance losses due to the high viscosity of the sludge cake. The stator shall be fabricated of Buna-N. The stator shall be designed with independent (O-rings) or integrated seals to prevent sludge cake from infiltrating between the back of the stator and the interior wall of the stator housing, thereby compromising the integrity of both components. The stator shall be manufactured to match the diameter and length of the stator housing. Stators made in long lengths and cut to match the pump size shall not be acceptable. The stator shall be equipped with a thermal sensing device to prevent dry-running of the pump. The thermal sensing device will require a 120V power feed.

E. Shaft Seals and Bearings: The pump shall be provided with oil lubricated thrust and radial bearings designed for all loads imposed. The shaft shall be constructed of carbon steel and be coated with either premium chrome plating or a chromium nitride material with a minimum thickness of 0.010-inches for maximum abrasion resistance to prevent scouring of the shaft within the packing area. The shaft shall be solid through the stuffing box area, but be of a two part design which allows the packing and all other wetted rotating parts to be removed from the pump without disassembly or misalignment of the pump or gear motor bearings. The stuffing box shall be equipped with a split packing gland and split lantern ring to permit convenient repacking of the stuffing box without the disassembly of the bearings or drive shaft components. The stuffing box housing shall be drilled and tapped for seal water flush of the packing.

F. Motor: The pump shall be driven by a 30 horsepower, nominal 1,800 RPM, 460 volt, 3 phase, 60 cycle, TEFC, inverter duty, vertical solid shaft motor with a 1.15 service factor. The motor shall be driven with a variable frequency drive. The variable frequency drive shall be in accordance with Section 16485. We need to spec the drive as set forth. The motor shall be vertically-oriented and the drive assembly shall include a right angle drive unit. The pump shall not overload the motor anywhere along the pump curve exclusive of motor service factor. Refer to Section 16950 for additional relevant information.

2.03 CONTROL SYSTEM: The sludge cake pump shall be provided with a dedicated control panel that shall contain the necessary control devices and equipment for controlling the sludge cake pumping processes as described herein. The system control panel shall be a 316 stainless steel NEMA 4X enclosure and shall be installed in the vicinity of the pump as shown on the drawings. The control panel shall be U.L. listed and satisfy all State and local code requirements.

The sludge cake pump control panel shall accept nominal 480 volt, 60 cycle, 3 phase power input and shall be provided with a lockable main disconnect circuit breaker and operating mechanism. The panel shall contain a step-down transformer, PLC's, control relays, alarm relays, emergency pushbutton, indicating lights, an alarm horn and terminal points for interconnection with ancillary equipment. The control panel shall also house the variable frequency drive and motor starter for the sludge cake pump. Short circuit protection shall be provided utilizing thermal magnetic circuit breakers. Thermal overload protection shall be provided for all systems. All logic functions for the system shall be performed by an industrial PLC which will be located within the control panel. The PLC shall be programmed and tested by the sludge cake pump manufacturer to perform the required functions prior to being shipped. The PLC shall be in accordance with Section 16920.

Controls and indicators shall be provided for the following components/items as indicated below:

"Start/Stop" or "On/Off" shall be provided for the following at the indicated locations:

1. "Emergency Stop" Pushbutton – To face of panel door
2. "System Control HOA Selector" Switch – To face of panel door
3. "System Status ON" Indicator Light– To face of panel door
4. "System Status OFF" Indicator Light – To face of panel door
5. "System Fault" Indicator Light – To face of panel door
6. System Reset – To face of panel door
7. Alarm Control – To face of panel door

The "Emergency Stop" and "System Control" shall be hardwired pushbuttons. The panel shall be equipped with a terminal strip to allow transmission of the following items to the plant OIT. Suitable screens shall be developed for display of the items.

1. System Control Power	"On"
2. Sludge Cake Pump Operation	"Mode Selected, H-O-A"
3. Sludge Cake Pump Status	"Running"
4. Centrifuge Conveyor No. 1 Status	"Running Forward"
5. Centrifuge Conveyor No. 2 Status	"Running Forward"
6. Dewatered Sludge Conveyor Status	"Running"
7. Auto Start	"Starting in Auto"
8. Auto Stop	"Stopping in Auto"
9. System Reset	"All Faults Clear"
10. Emergency Stop	"Fault"
11. Cake Pump Hopper High Level	"Fault"
12. Cake Pump High Discharge Pressure	"Fault"
13. Cake Pump Run Dry	"Fault"
14. Centrifuge No. 1	"Fault"
15. Centrifuge No. 2	"Fault"
16. Dewatered Sludge Conveyor	"Fault"
18. Inlet hopper level (based on load cell)	"Fault"

OIT Control and Indication shall be provided for the following:

1. Pump Speed Controller	"RPM"
2. Hopper Level Load Cell Controller	"lbs"
3. Run Dry Controller	"Fahrenheit"
4. Drive Motor Frequency	% speed

The sludge cake pump control panel shall be equipped with a three position selector switch (H-O-A) which will allow operation of the pump in the hand or auto mode. When in hand mode all control and safety systems shall be completely disabled. When in auto, the sludge cake pump shall be enabled and pumping shall initiate upon reaching a predetermined dewatered cake weight in the inlet hopper. The sludge cake shall be capable of increasing speed and thereby increasing pumping flow rate as required to maintain or decrease the weight in the inlet hopper. The pump shall stop upon reaching a predetermined low weight set point in the inlet hopper based on the load cells.

Dry Operation: The sludge cake pump shall be equipped with an internal dry run prevention system. The dry operation prevention system shall be a combination of thermal sensor and hopper load cell sensor. The sludge cake pump shall be equipped with a thermal sensor assembly which is embedded within the stator housing to prevent dry operation. When in the auto mode the cake pump shall be disabled upon indication of a fault. The thermal sensing device shall be set per the manufacturer's recommendation. The cake pump shall be equipped with a pressure transducer to monitor the pump discharge pressure. When in the auto mode the cake pump shall be disabled when the discharge pressure exceeds the maximum pressure required for starting by 10% or 275 psi, whichever is less. The pump shall be shut down upon indication of a fault.

The following interlocks shall be provided between the sludge cake pump and the solids dewatering system:

1. Cake pump inlet hopper high level shall shut down the cross conveyor feed and all associated equipment;
2. Truck loading conveyor failure shall shut down the sludge cake pump, centrifuge and all associated equipment;
3. Concurrent centrifuge No. 1 and 2 faults shall disable the sludge cake pump and all associated equipment.
4. Provide a separate 'start' button for use when in the hand mode. When in the hand mode a warning shall be displayed on both the OIT and Plant SCADA screen indicating that the unit is in the hand mode.

2.04 BASE: The base shall be constructed of minimum 1/4-inch galvanized steel plate and be suitably reinforced to support the entire weight of the pump and motor. An OSHA approved coupling guard shall be provided.

PART 3 - EXECUTION

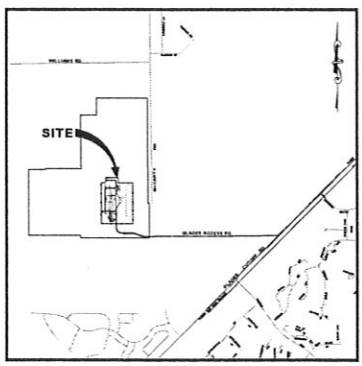
3.01 EQUIPMENT SETTING: The progressing cavity sludge cake pump and motor assembly shall be set, leveled, plumbed, and aligned. All equipment shall be installed on 1-inch of non-shrink grout. The base shall be fully grouted. All equipment shall be anchored as recommended by the manufacturer. Grout used in setting of equipment shall be nonshrink grout such as "Embeco", manufactured by the Master Builder's Company of Cleveland, Ohio. Anchor bolts shall be 316 stainless steel.

END OF SECTION

CITY OF PORT ST. LUCIE
UTILITY SYSTEMS DEPARTMENT
GLADES WWTF BIOSOLIDS PUMPING SYSTEM UPGRADES

VICINITY MAP
NOT TO SCALE

"A City for All Ages"



LOCATION MAP

DRAWING INDEX

1 COVER
2 DEMOLITION PLAN
3 DEMOLITION PROFILE
4 DEMOLITION PLAN AND DEMOLITION SECTION
5 CONVEYOR CONTROL PANEL MODIFICATIONS
6 CONVEYOR CONTROL PANEL MODIFICATIONS
7 CONVEYOR CONTROL PANEL MODIFICATIONS
8 NEW SLUDGE PUMP PLAN
9 PLAN - ELEVATIONS
10 PAD SECTIONS AND DETAILS
11 RECEIVING BOX DETAIL AND SECTION
12 PIPE SUPPORT AND LIGHTING DETAILS
13 PUMP CONTROL DETAILS
14 CONVEYOR CONTROL SCHEMATIC
15 MONITORING AND CONTROL SYSTEM BLOCK DIAGRAM
16 BIOSOLIDS CAKE LUBRICATION SYSTEM SCHEMATIC
17 EXISTING ELECTRICAL
18 EXISTING ELECTRICAL
19 EXISTING ELECTRICAL
20 EXISTING ELECTRICAL

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GLADES WWTF BIOSOLIDS PUMPING
SYSTEM UPGRADES
COVER SHEET

SHEET
1 OF 20

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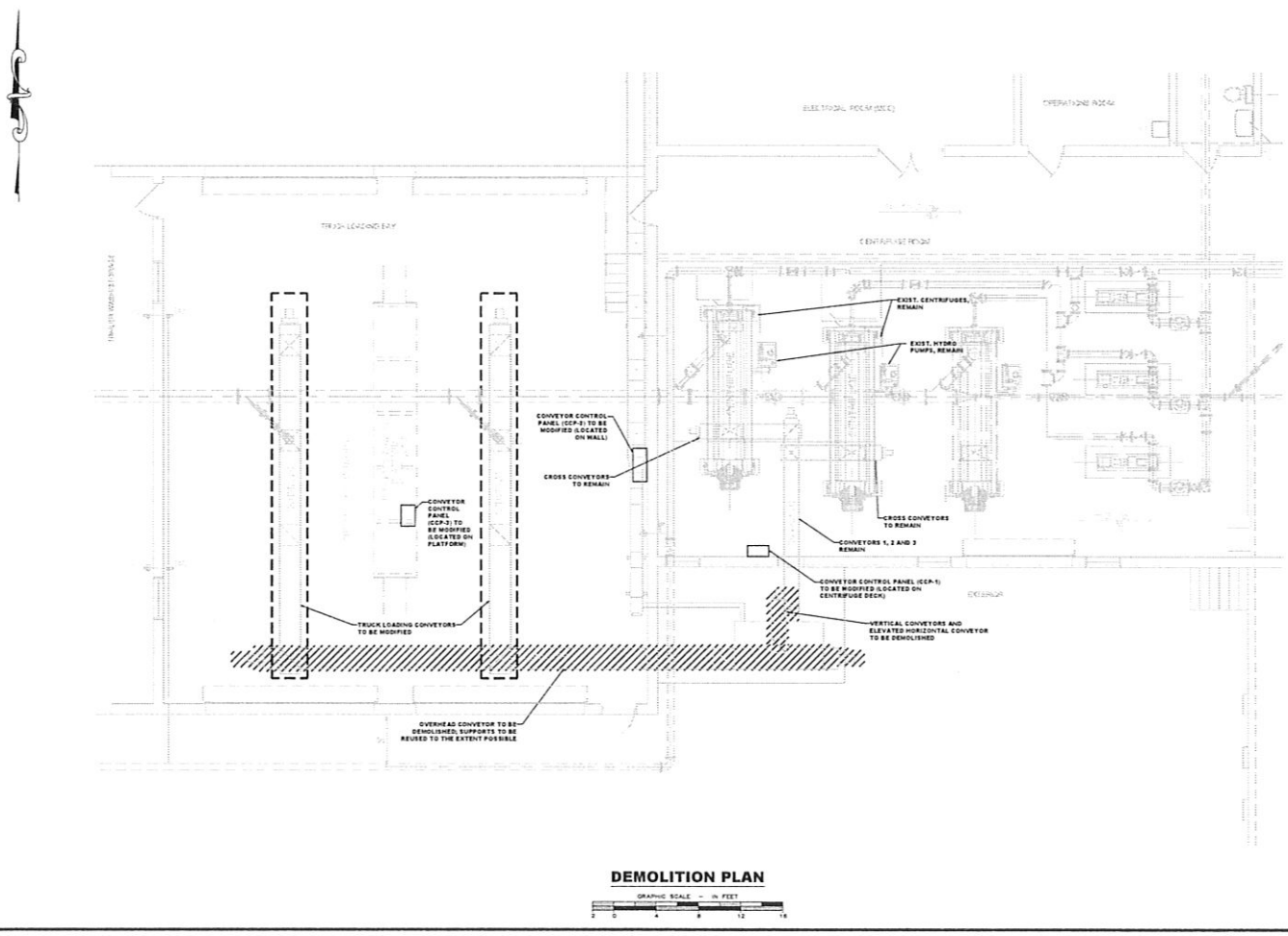

DEMOLITION PLAN

GRAPHIC SCALE — IN FEET

2 0 4 8 12 16

CITY OF PORT ST. LUCIE
UTILITY SYSTEMS DEPARTMENT
900 S.E. OSDEN LANE
PORT ST. LUCIE, FL 34983
PHONE (772) 873-6480 FAX (772) 873-6493

GLADES WWTF BIOSOLIDS PUMPING SYSTEM UPGRADES
DEMOLITION PLAN

SHEET
2 OF 20

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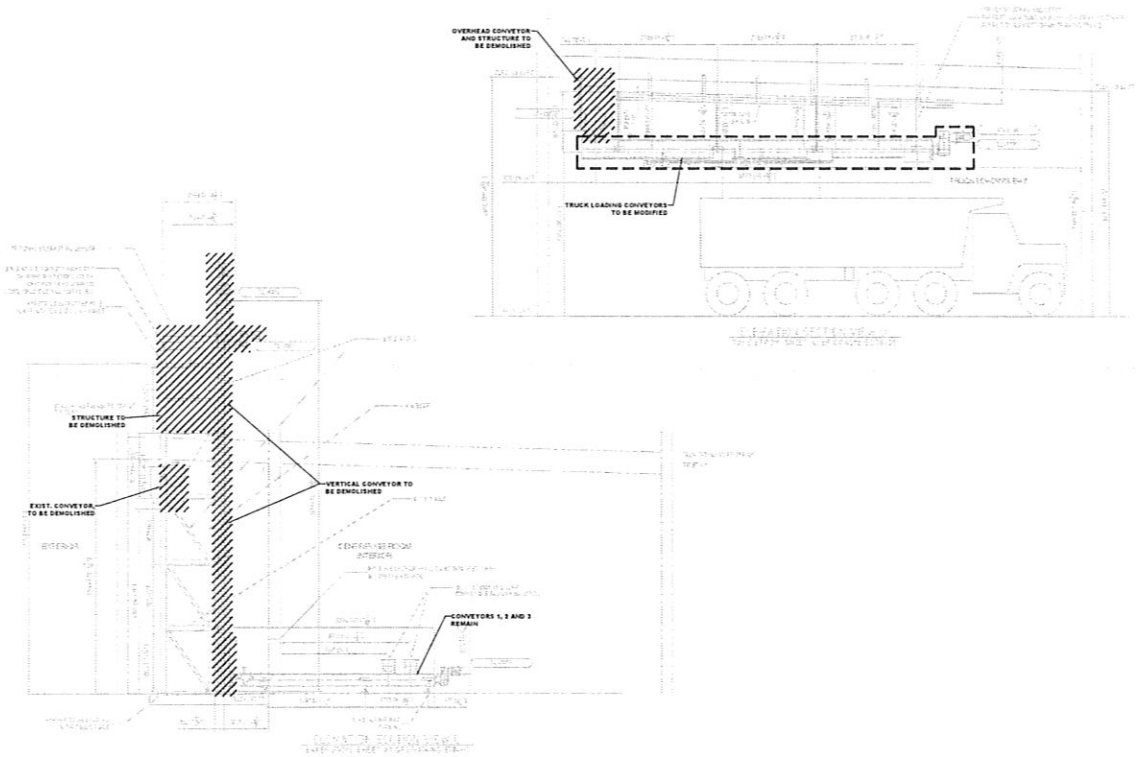

DEMOLITION PROFILE

GRAPHIC SCALE — IN FEET

2 0 4 8 12 16

CITY OF PORT ST. LUCIE
UTILITY SYSTEMS DEPARTMENT
9551 S. OSPREY AVE.
PORT ST. LUCIE, FL. 34983
PHONE (772) 873-6480 FAX (772) 873-6433

GLADES WWTF BIOSOLIDS PUMPING SYSTEM UPGRADES
DEMOLITION PROFILE

SHEET
3 OF 20

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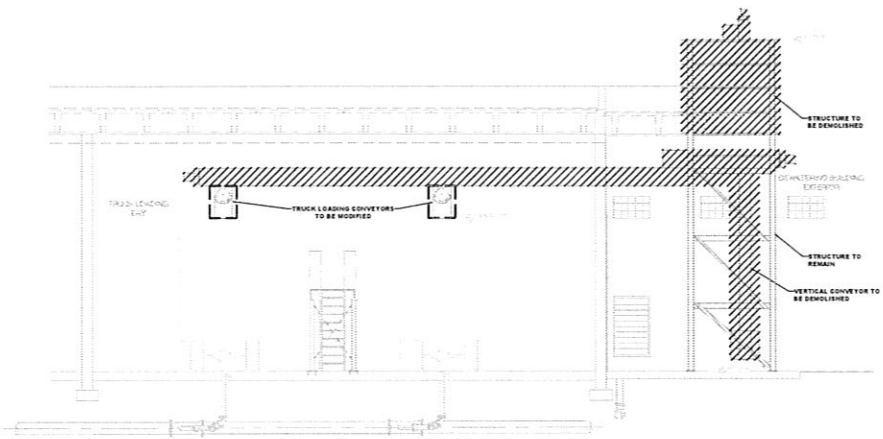

ELEVATION SECTION VIEW

DEMOLITION PLAN AND SECTION

GRAPHIC SCALE – IN FEET

2 0 4 8 12 16

CITY OF PORT ST. LUCIE
UTILITY SYSTEMS DEPARTMENT
600 S. SOUTH BEND AVE.
PORT ST. LUCIE, FL. 34983
PHONE (772) 873-6480 FAX (772) 873-6435

GLADES WWTF BIOSOLIDS PUMPING SYSTEM UPGRADES
DEMOLITION PLAN AND SECTION

SHEET
4 OF 20

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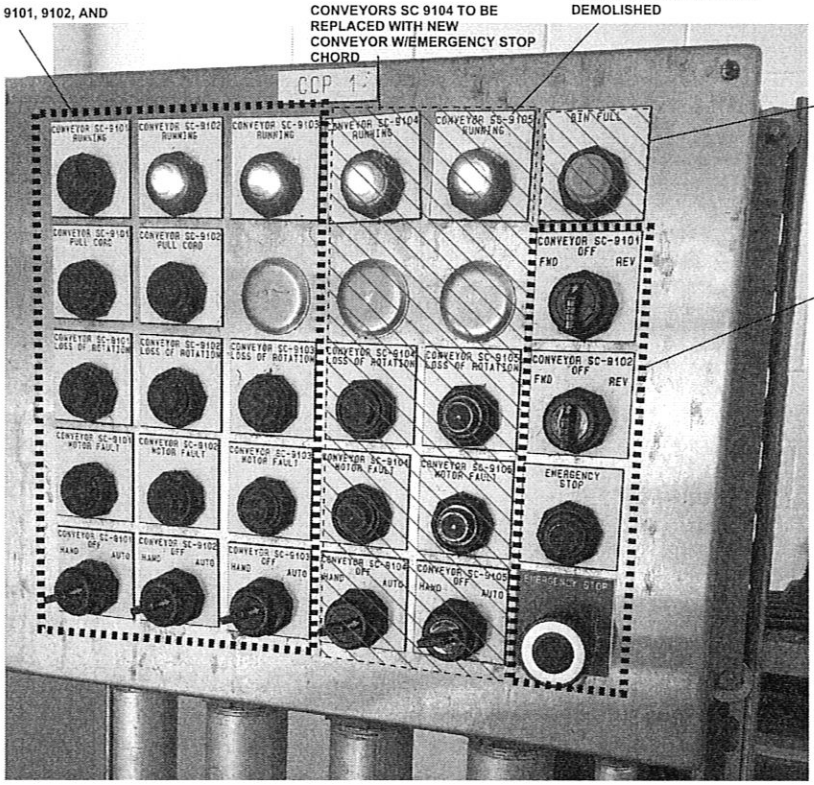
CONVEYORS SC 9101, 9102, AND 9103 REMAIN

CONVEYORS SC 9104 TO BE REPLACED WITH NEW CONVEYOR W/EMERGENCY STOP CHORD

CONVEYORS SC 9105 TO BE DEMOLISHED

OVERHEAD SLUDGE STORAGE BIN TO BE DEMOLISHED

CONVEYORS SC 9101, 9102 AND EMERGENCY STOP TO REMAIN



CONVEYOR CONTROL PANEL CCP-1 MODIFICATIONS

NOTE:
1. CONTROL PANEL CCP-1 IS INTEGRATED WITH CONTROL PANELS CCP-2 AND CCP-3 AND MAY REQUIRE MODIFICATION TO ACCOMMODATE

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GLADES WWTF BIOSOLIDS PUMPING SYSTEM UPGRADES CONVEYOR CONTROL PANEL MODIFICATIONS

SHEET 5 OF 20

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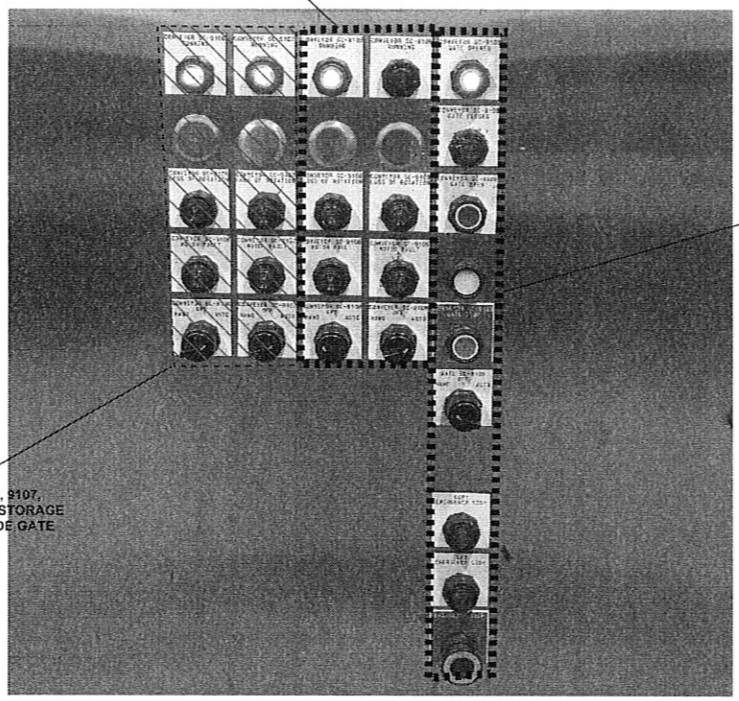
TRUCK LOADING CONVEYORS AND SLIDE GATES SC 9108, 9109 REMAIN



TRUCKLOADING CONVEYORS SC 9108, 9109, SLIDGE GATES AND EMERGENCY STOP TO REMAIN

CONVEYORS SC 9106, 9107, OVERHEAD SLUDGE STORAGE BIN AND SC 9107 SLIDE GATE TO BE DEMOLISHED

NOTE:
1. CONTROL PANEL CCP-2 IS INTEGRATED WITH CONTROL PANELS CCP-1 AND CCP-3 AND MAY REQUIRE MODIFICATION TO ACCOMMODATE CHANGES IN THOSE PANELS.

CONVEYOR CONTROL PANEL CCP-2 MODIFICATIONS

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GLADES WWTF BIOSOLIDS PUMPING SYSTEM UPGRADES CONVEYOR CONTROL PANEL MODIFICATIONS

SHEET 6 OF 20

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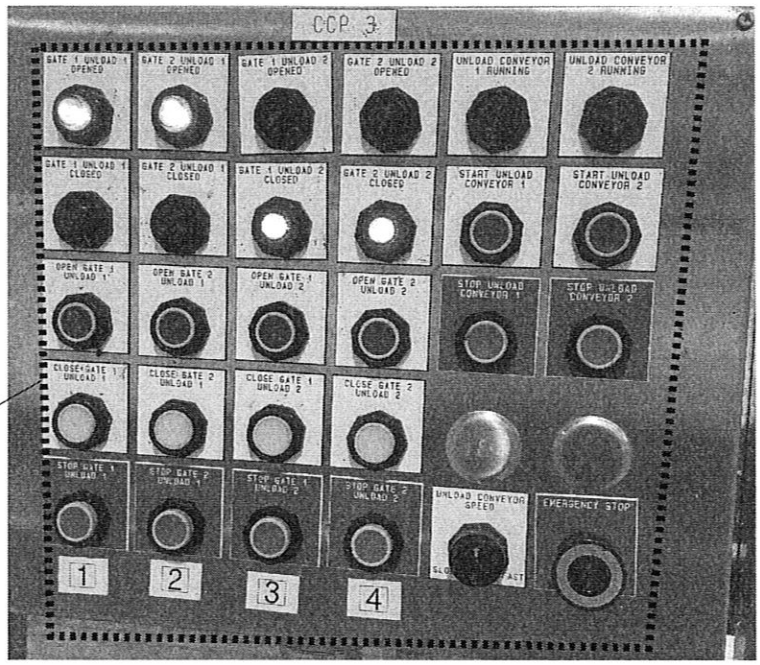

TRUCK LOADING CONVEYORS SC 9108 AND SC 9109, DISCHARGE SLIDE GATES, SPEED CONTROL AND EMERGENCY STOPS TO REMAIN.

CONVEYOR CONTROL PANEL CCP-3 MODIFICATIONS

NOTE:
1. CONTROL PANEL CCP-3 IS INTEGRATED WITH CONTROL PANELS CCP-1 AND CCP-2 AND MAY REQUIRE MODIFICATION TO ACCOMMODATE CHANGES IN THOSE PANELS.

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GLADES WWTF BIOSOLIDS PUMPING SYSTEM UPGRADES CONVEYOR CONTROL PANEL MODIFICATIONS

SHEET 7 OF 20

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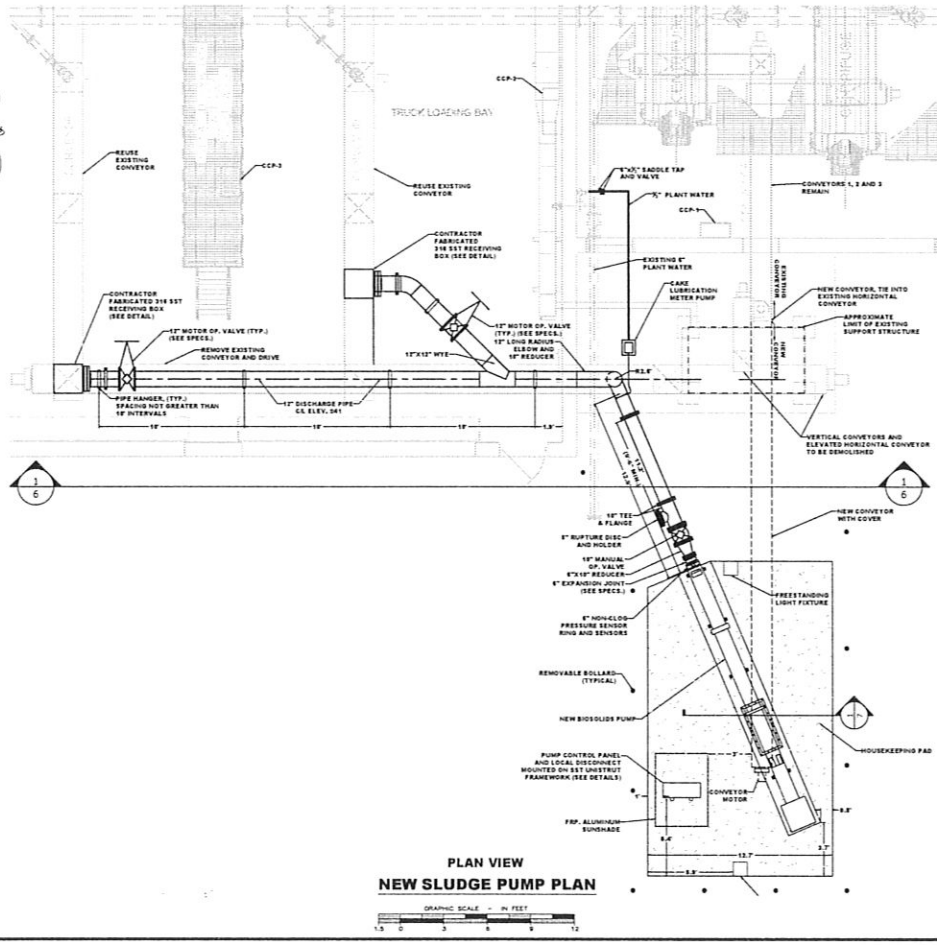

PLAN VIEW

NEW SLUDGE PUMP PLAN

NOTES

1. Receiving boxes shall be fabricated of 316 SST and shall be bolted to the existing truck loading conveyors
2. Prior to fabrication, Contractor shall submit shop drawings detailing the pipe support system, including fasteners. Shop drawing submittals shall be signed and sealed by a structural engineer currently licensed in the State of Florida. Support of the cake discharge pipe shall be independent of the truck loading conveyors and receiving boxes.
3. Contractor shall be responsible for making all final field measurements and for installations of the pump, pipe and conveyor systems.
4. Pipe Elbows shall be of the long radius type as indicated. In no case shall short radius pipe elbows be used.
5. All equipment housekeeping pads and equipment support footers shall be constructed level at 3" in height off existing grade (see detail). All mounting hardware shall be 316SST, all Uni-Strut shall be heavy duty 316SST.
6. All control panels, electrical boxes, switches, etc. shall be outdoor rated, NEMA 4X. All electrical equipment, panels, etc. shall be grounded and shall be constructed and installed to City Code and NEC standards.

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GLADES WWTF BIOSOLIDS PUMPING SYSTEM UPGRADES
NEW SLUDGE PUMP PLAN

SHEET 8 OF 20

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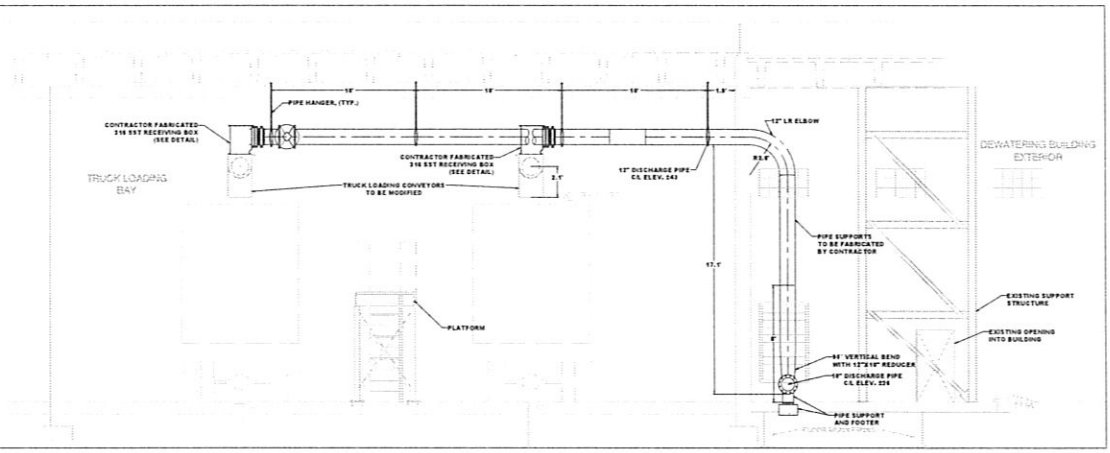
NOTES

1. PIPE SUPPORTS (BY CONTRACTOR) TO BE TUBE AND U-BOLT COMBINATION.
2. PIPE SUPPORTS SHALL CONNECT TO EXISTING STRUCTURE BY SST FASTENERS OR FIELD WELDED.
3. TUBE SHALL BE 3" X 3" X ¼" SST; U-BOLTS SHALL BE ¼" DIAMETER SST.
4. PIPE SUPPORTS SHALL BE FIELD PAINTED PER SPECS.



PLAN ELEVATION-1
ELEVATION 1 / SHEET 5

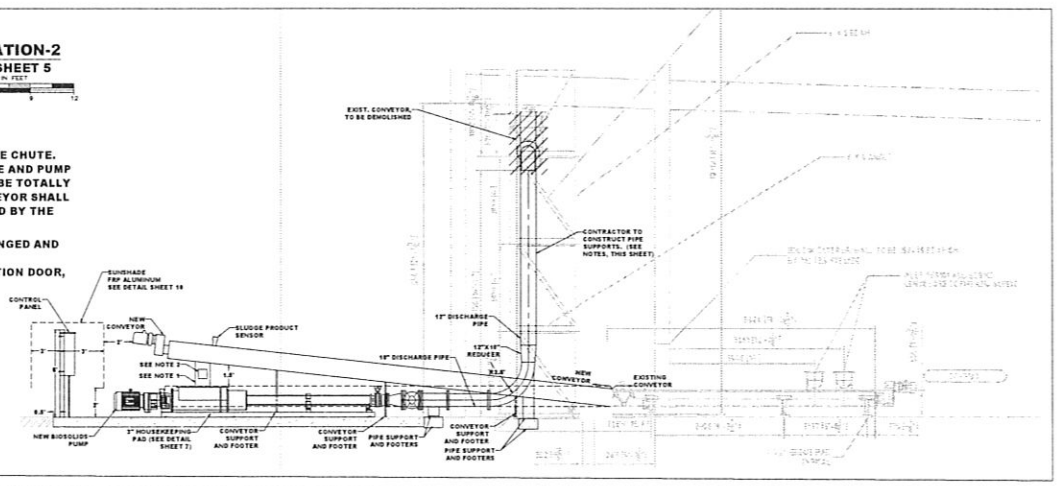
GRAPHIC SCALE — IN FEET
1.5 0 3 6 9 12

PLAN ELEVATION-2
ELEVATION 2 / SHEET 5

GRAPHIC SCALE — IN FEET
1.5 0 3 6 9 12

NOTES

1. 316SST DISCHARGE CHUTE. CONSTRUCT CHUTE AND PUMP INLET HOPPER TO BE TOTALLY ENCLOSED. CONVEYOR SHALL NOT BE SUPPORTED BY THE CHUTE OR PUMP.
2. 12"X12" 316SST HINGED AND SECURABLE SAMPLE/OBSERVATION DOOR, EACH SIDE.



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GLADES WWTF BIOSOLIDS PUMPING SYSTEM UPGRADES
PLAN ELEVATIONS

SHEET 9 OF 20

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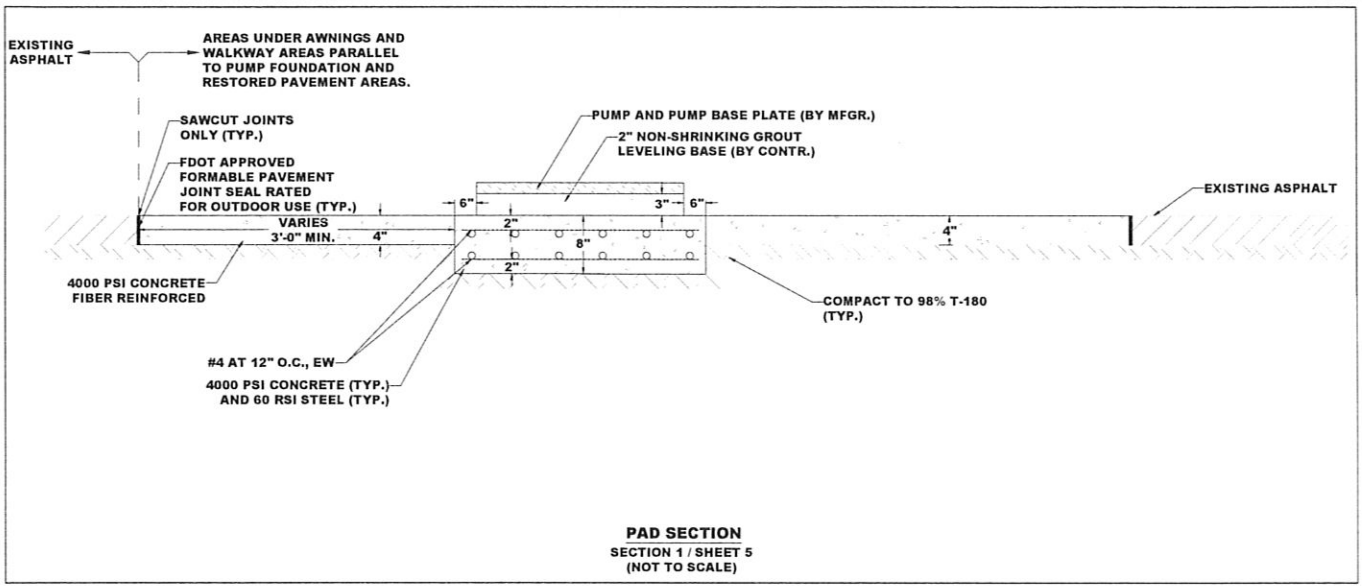
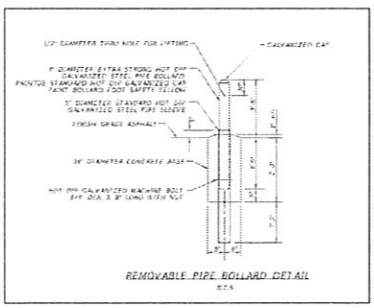
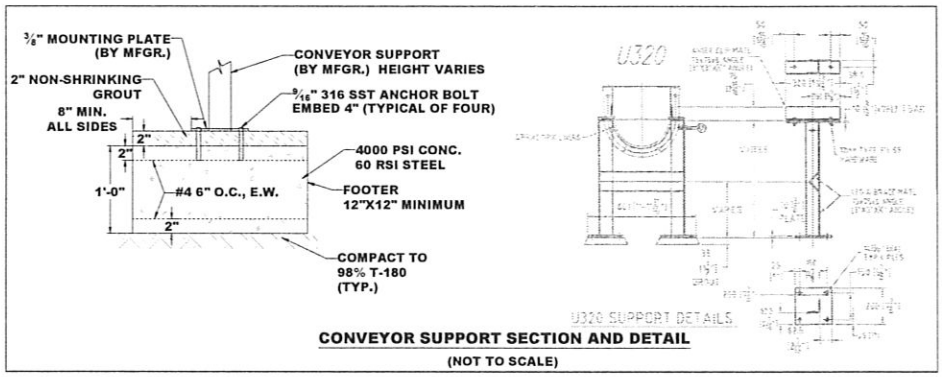


PAD SECTION
SECTION 1 / SHEET 5
(NOT TO SCALE)





CONVEYOR SUPPORT SECTION AND DETAIL
(NOT TO SCALE)

CITY OF PORT ST. LUCIE
UTILITY SYSTEMS DEPARTMENT
1001 S.E. CONSTITUTION AVE.
PORT ST. LUCIE, FL. 34983
PHONE (772) 873-6400 FAX (772) 873-6433

GLADES WWTF BIOSOLIDS PUMPING SYSTEM UPGRADES
PAD SECTIONS AND DETAILS

SHEET
10 OF 20

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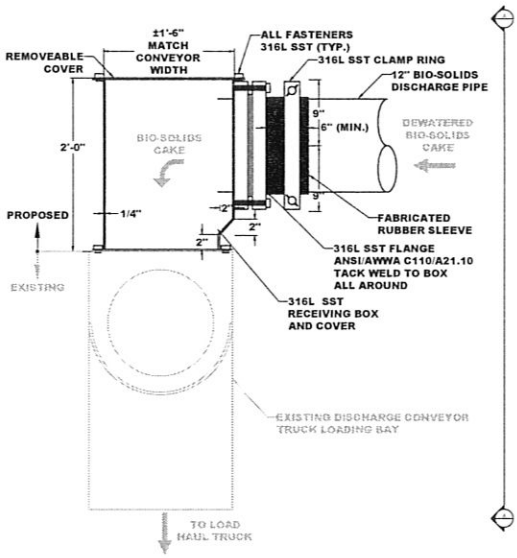
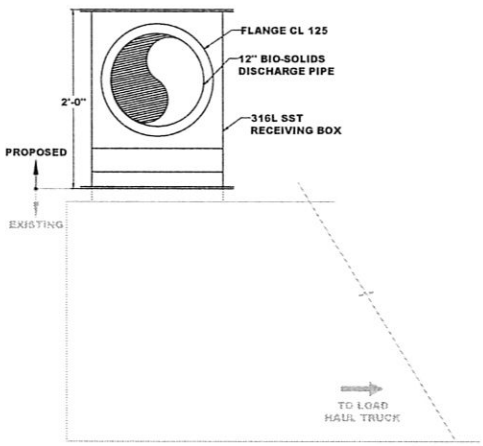
Dewatered Sludge Cake Receiving Box

NOTES:

1. **It is the intent of this project that the Contractor shall fabricate metal boxes of 316L stainless steel for the purposes of receiving bio-solids cake discharge from the pipe system. The boxes are solely to contain and guide the bio-solids into the conveyors. The boxes are not intended for pressure service.**
2. **Support of the discharge pipe system shall be independent of receiving box and conveyor. The receiving box and conveyor shall not support the discharge pipe.**
3. **All materials and fasteners shall be 316L SST.**
4. **Receiving box walls and cover shall be fabricated of materials of similar type and thickness as the conveyor.**
5. **Prior to fabrication, Contractor shall submit shop drawings for the Receiving box and fabricated rubber sleeve. Fabrication shall not begin until the shop drawings have been reviewed by the City.**



BIO-SOLIDS CAKE RECEIVING BOX



SECTION A - A

RECEIVING BOX DETAIL AND SECTION

GRAPHIC SCALE - IN FEET
0.5 0 1 2 3 4

CITY OF PORT ST. LUCIE
UTILITY SYSTEMS DEPARTMENT
900 S.E. OSDEN LANE
PORT ST. LUCIE, FL 34983
PHONE (772) 873-6408 FAX (772) 873-6433

GLADES WWTF BIOSOLIDS PUMPING SYSTEM UPGRADES
RECEIVING BOX DETAIL AND SECTION

SHEET 11 OF 20

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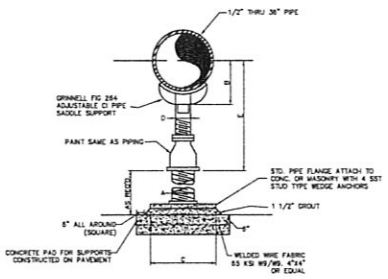
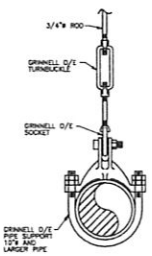


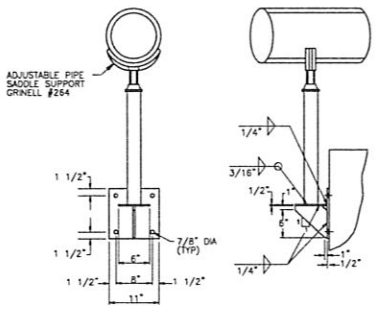
PIPE SUPPORT DETAIL

N.T.S.

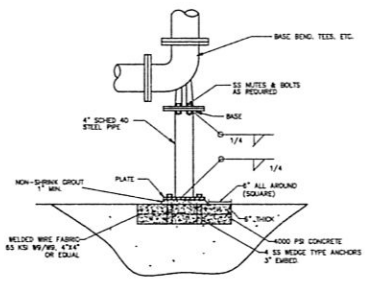
DIMENSION TABLE						
PIPE SIZE	A	B	C	D	E	
					MIN.	MAX.
10"	2"	8 1/2"	8"	2 1/2"	12 1/2"	18 3/4"
12"	2"	8 15/16"	8"	2 1/2"	13"	18 3/4"



PIPE HANGER



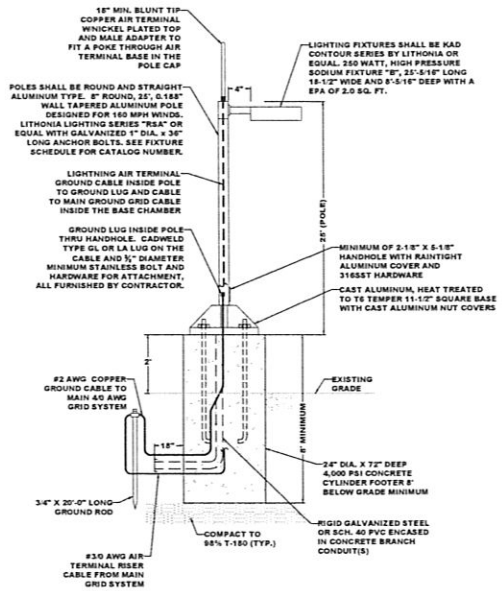
PIPE SUPPORT - WALL VERTICAL



PIPE DIA.	SUPPORT DIA.	PLATES		A.B. DIA.
		DIA.	THICKNESS	
8"-10"	6"	11"	1/2"	1/2"

PIPE SUPPORT - BASE FITTING

PIPE SUPPORT DETAILS



NOTE:

CERTIFICATION FROM A REGISTERED STRUCTURAL ENGINEER MUST BE PROVIDED TO SHOW THAT THE POLE AND FOUNDATION MEET THE SOUTHERN BUILDING CODE LOADING OR A MINIMUM OF 160 MPH. ALL POLE FOUNDATION MODIFICATIONS REQUIRED TO MEET THE REQUIRED LOADING WILL BE FURNISHED AND INSTALLED BY THE CONTRACTOR.

LIGHTING DETAIL

CITY OF PORT ST. LUCIE
UTILITY SYSTEMS DEPARTMENT
900 S.E. OGDEN LANE
PORT ST. LUCIE, FL 34983
PHONE (772) 873-6400 FAX (772) 873-6433

GLADES WWTF BIOSOLIDS PUMPING SYSTEM UPGRADES
PIPE SUPPORT AND LIGHTING DETAILS

SHEET 12 OF 20

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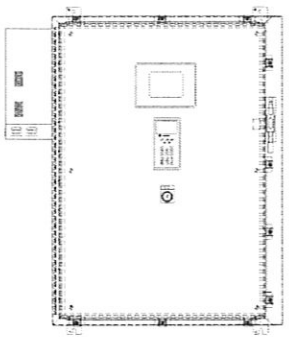
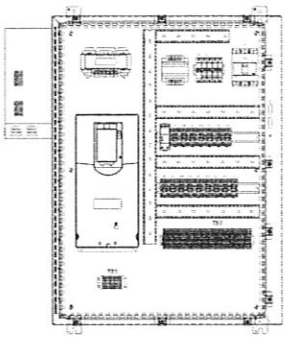
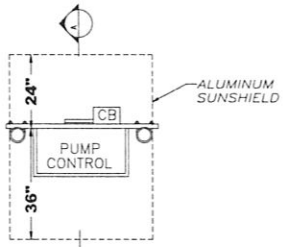
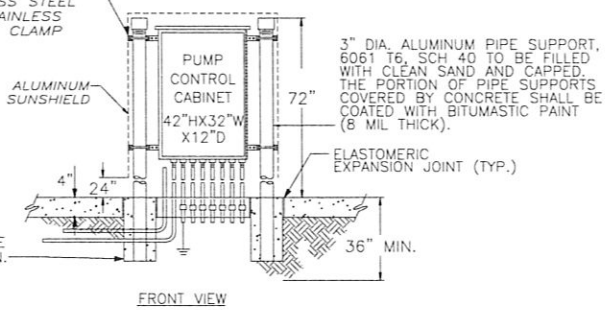




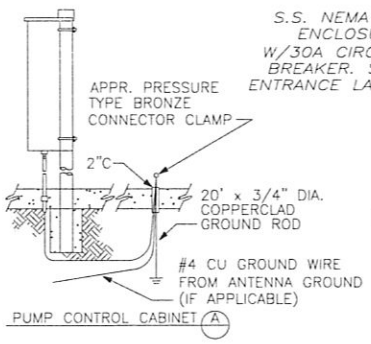
NOTE:
1. ALL UNDERGROUND CONDUIT MIN. 18" DEPTH.

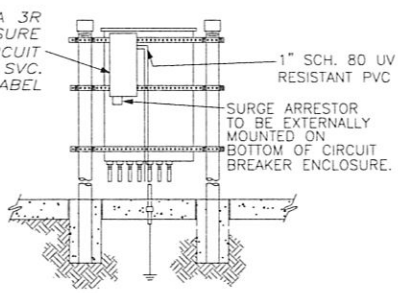


PLAN VIEW



FRONT VIEW





REAR VIEW – PUMP CONTROL

NOTE:

1. **IN LIEU OF A FABRICATED SUNSHIELD, CONTRACTOR MAY FURNISH AND INSTALL A FREESTANDING CABINET. CABINET SHALL BE FRP. ALUMINUM OR COATED METAL WITH FRONT AND BACK DOORS TO ALLOW FULL INTERIOR ACCESS. CABINET SHALL INCLUDE PASSIVE VENTILATION. FASTENERS AND HARDWARE SHALL BE 304 SST.**

PUMP CONTROL DETAILS

CITY OF PORT ST. LUCIE
UTILITY SYSTEMS DEPARTMENT
900 S.E. OGDEN LANE
PORT ST. LUCIE, FL 34983
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GLADES WWTF BIOSOLIDS PUMPING SYSTEM UPGRADES
PUMP CONTROL DETAILS

SHEET 13 OF 20

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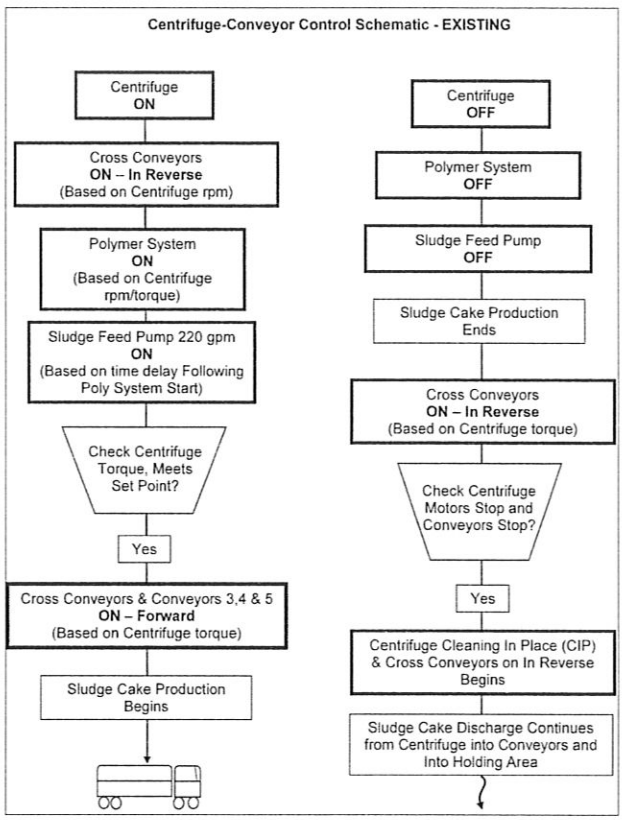

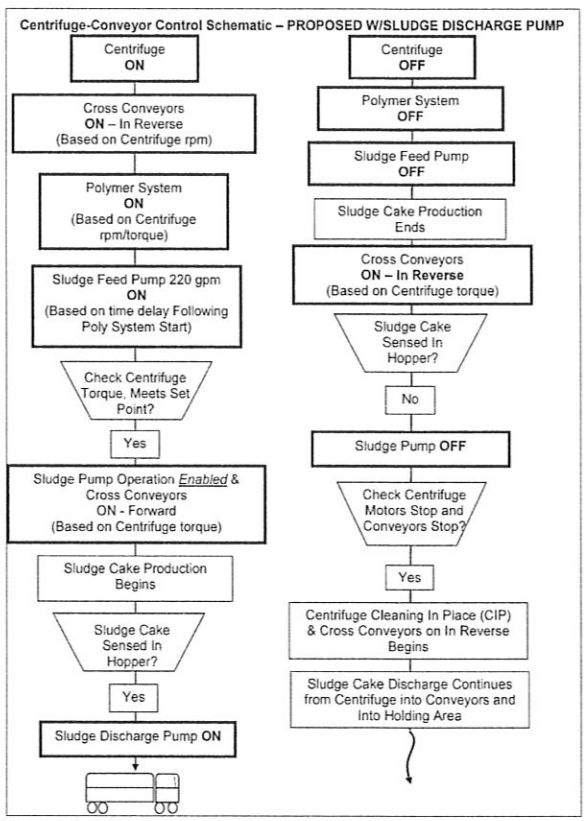

CONVEYOR CONTROL SCHEMATIC

CITY OF PORT ST. LUCIE
UTILITY SYSTEMS DEPARTMENT
900 S.E. OGDEN LANE
PORT ST. LUCIE, FL 34983

GLADES WWTF BIOSOLIDS PUMPING SYSTEM UPGRADES
CONVEYOR CONTROL SCHEMATIC

SHEET 14 OF 20

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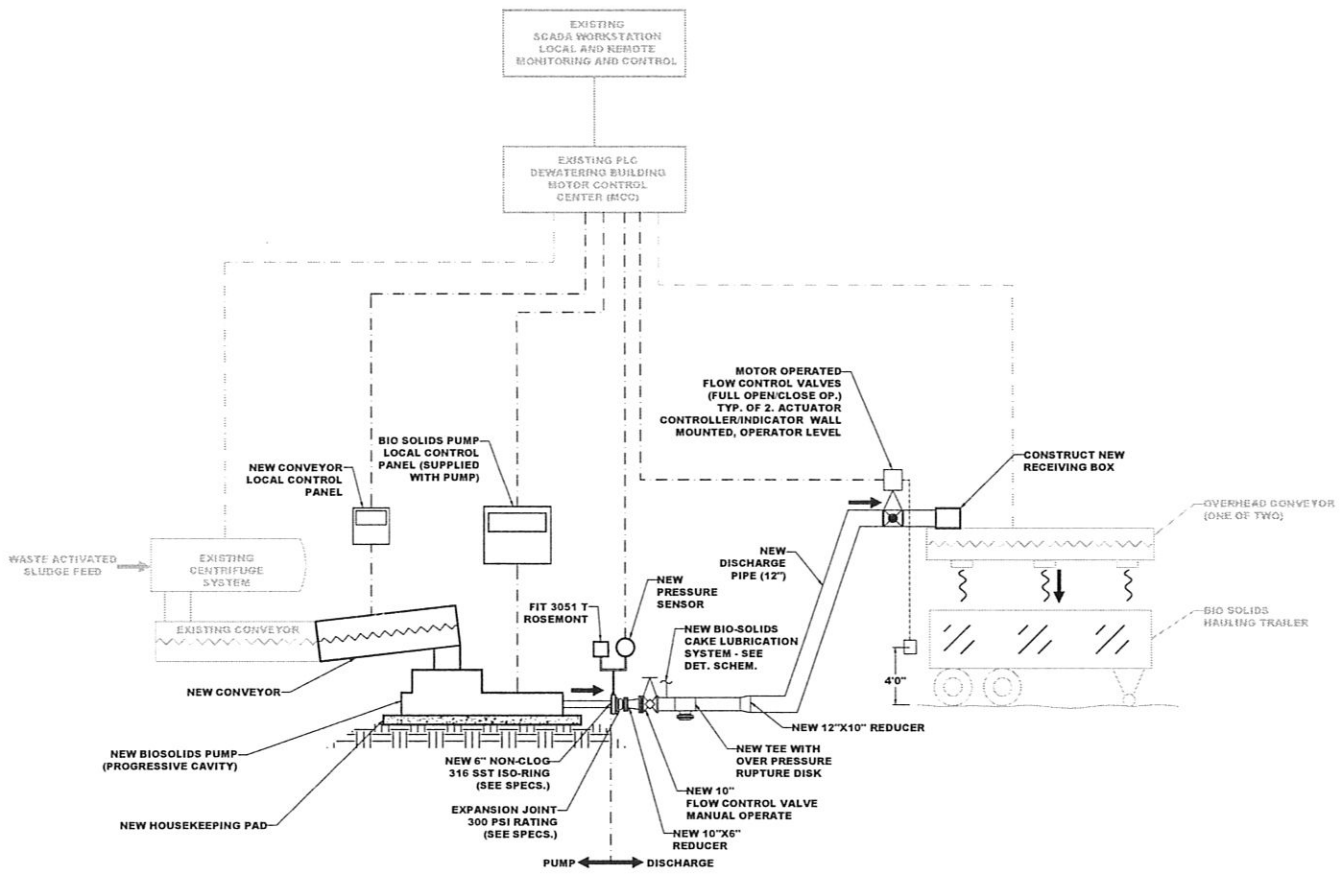

MONITORING AND CONTROL SYSTEM BLOCK DIAGRAM

NOT TO SCALE

CITY OF PORT ST. LUCIE
UTILITY SYSTEMS DEPARTMENT
900 S.E. OGDEN LANE
PORT ST. LUCIE, FL. 34983
PHONE (772) 873-6460 FAX (772) 873-6433

GLADES WWTF BIOSOLIDS PUMPING SYSTEM UPGRADES
MONITORING AND CONTROL SYSTEM BLOCK DIAGRAM

SHEET 15 OF 20

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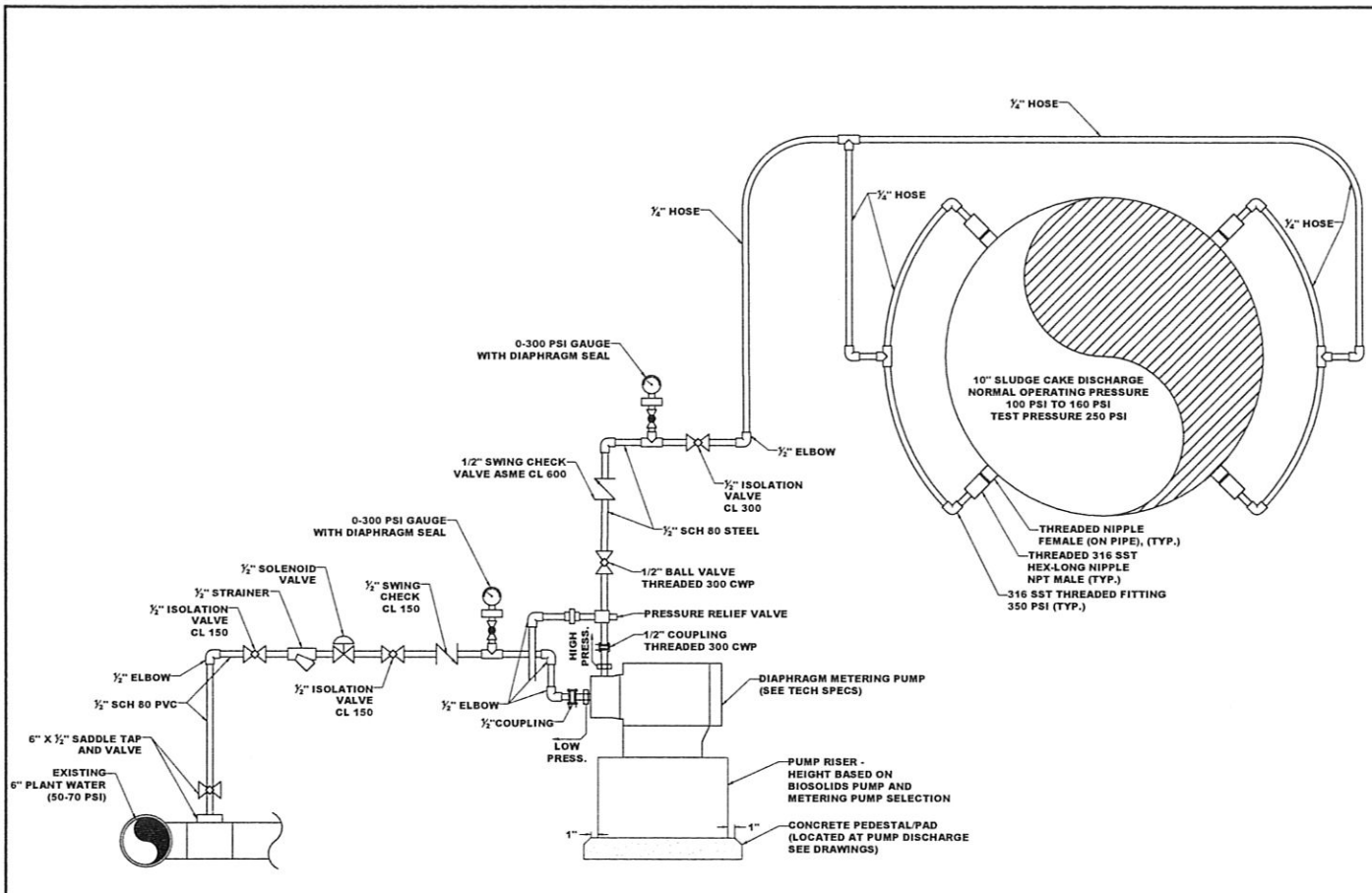

SCHEMATIC - BIOSOLIDS CAKE LUBRICATION SYSTEM

NOT TO SCALE

CITY OF PORT ST. LUCIE
UTILITY SYSTEMS DEPARTMENT
900 S.E. ODDEN LANE
PORT ST. LUCIE, FL 34983
PHONE (772) 873-6460 FAX (772) 873-6433

GLADES WWTF BIOSOLIDS PUMPING SYSTEM UPGRADES
BIOSOLIDS CAKE LUBRICATION SYSTEM

SHEET
16 OF 20

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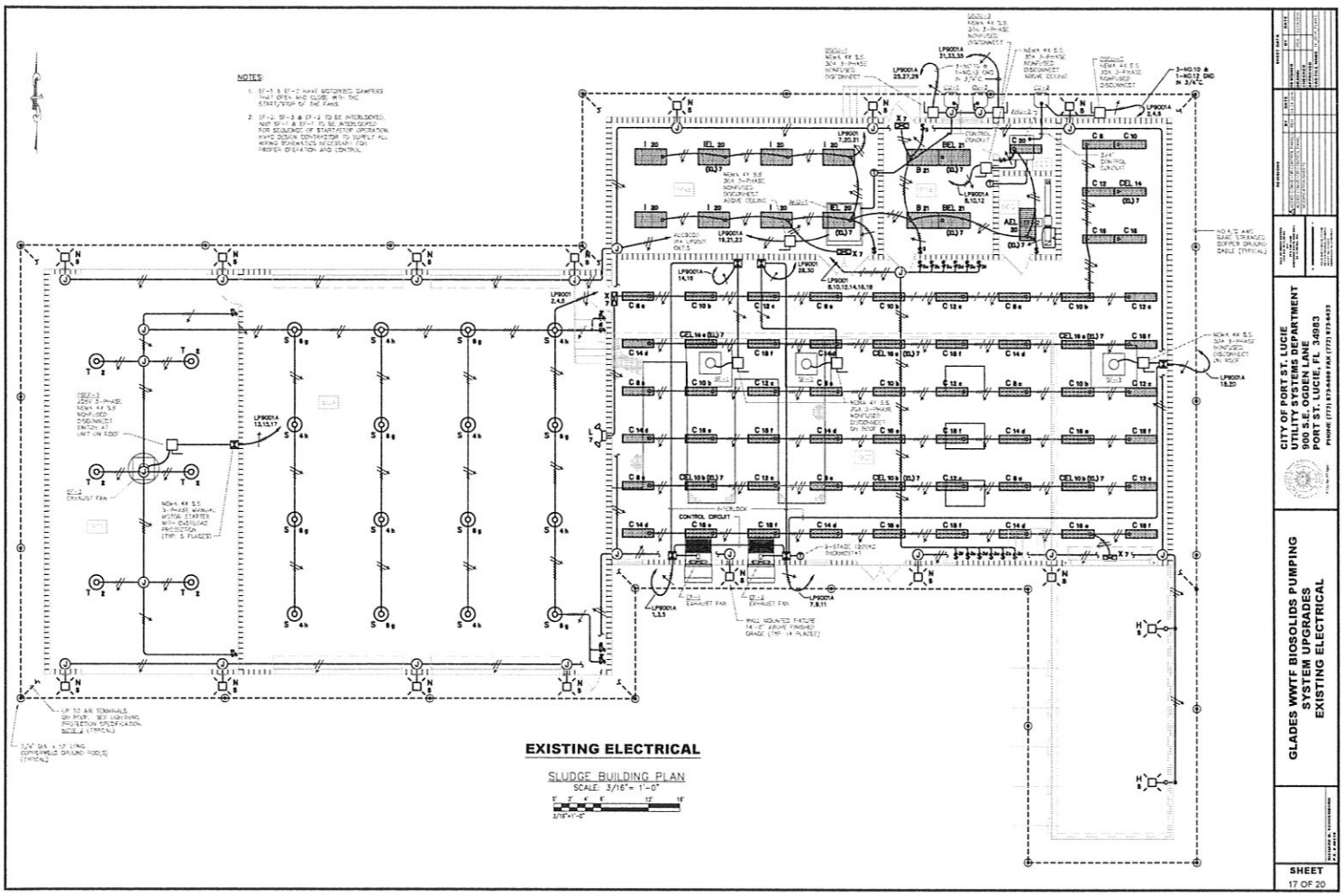

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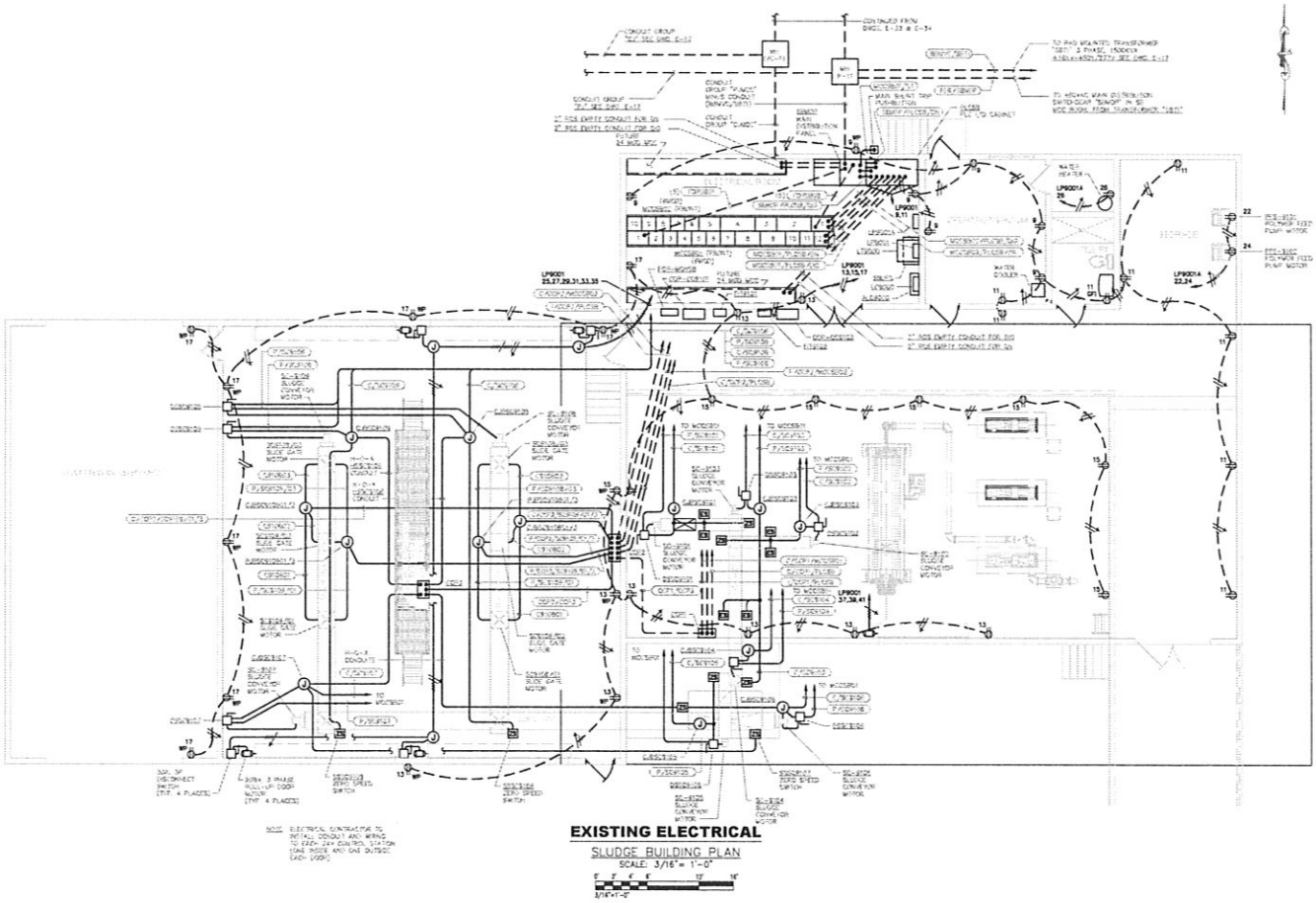

GLADES WWTF BIOSOLIDS PUMPING SYSTEM UPGRADES
EXISTING ELECTRICAL

CITY OF PORT ST. LUCIE
UTILITY SYSTEMS DEPARTMENT
1908 S. EDWARDS AVE.
PORT ST. LUCIE, FL. 34983
PHONE (772) 873-6460 FAX (772) 873-6433

SHEET
18 OF 20

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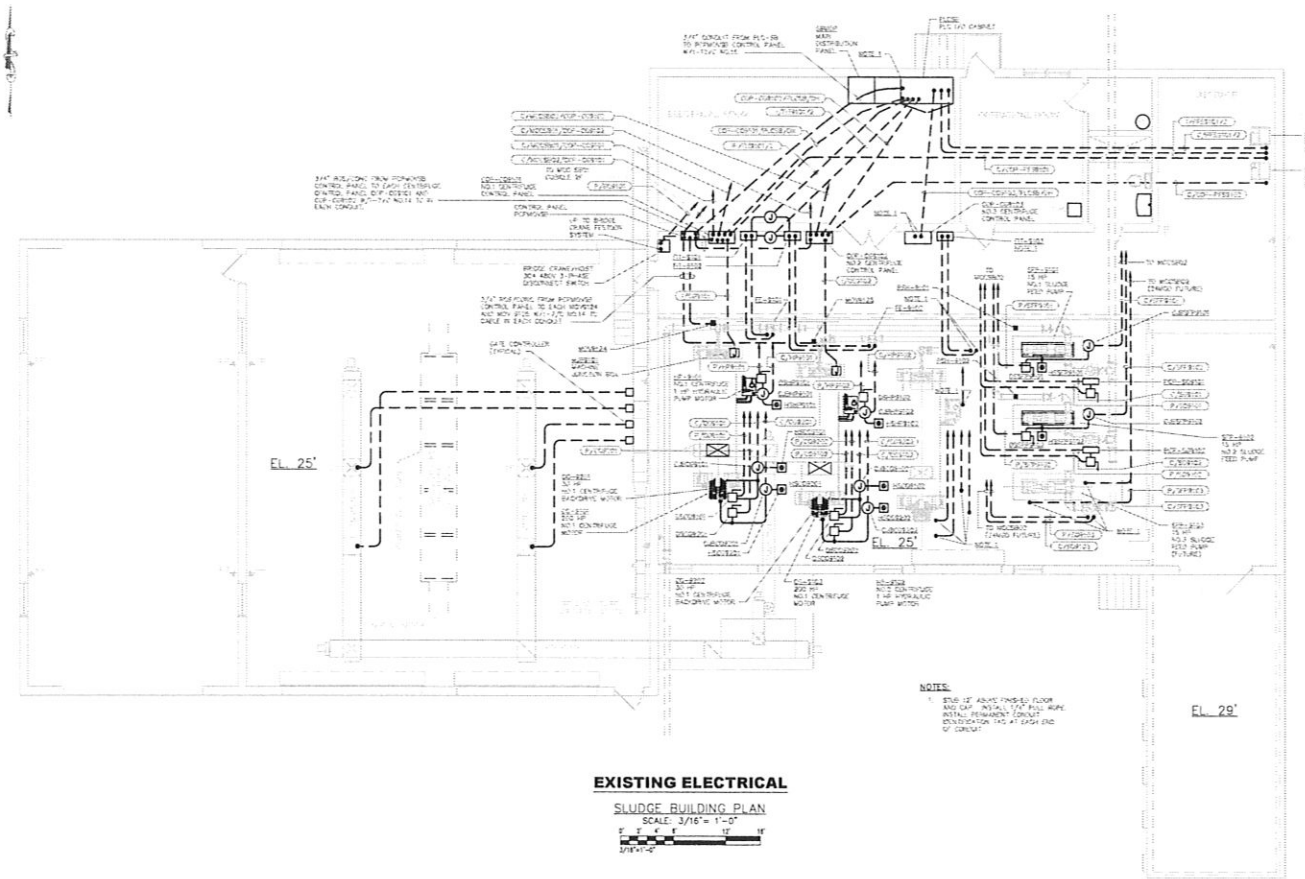

EXISTING ELECTRICAL

SLUDGE BUILDING PLAN
SCALE: 3/16"= 1'-0"

CITY OF PORT ST. LUCIE
UTILITY SYSTEMS DEPARTMENT
9701 S.W. GODEN AVE.
PORT ST. LUCIE, FL. 34983
PHONE: (772) 873-6480 FAX: (772) 873-6493

GLADES WWTF BIOSOLIDS PUMPING SYSTEM UPGRADES
EXISTING ELECTRICAL

SHEET
19 OF 20

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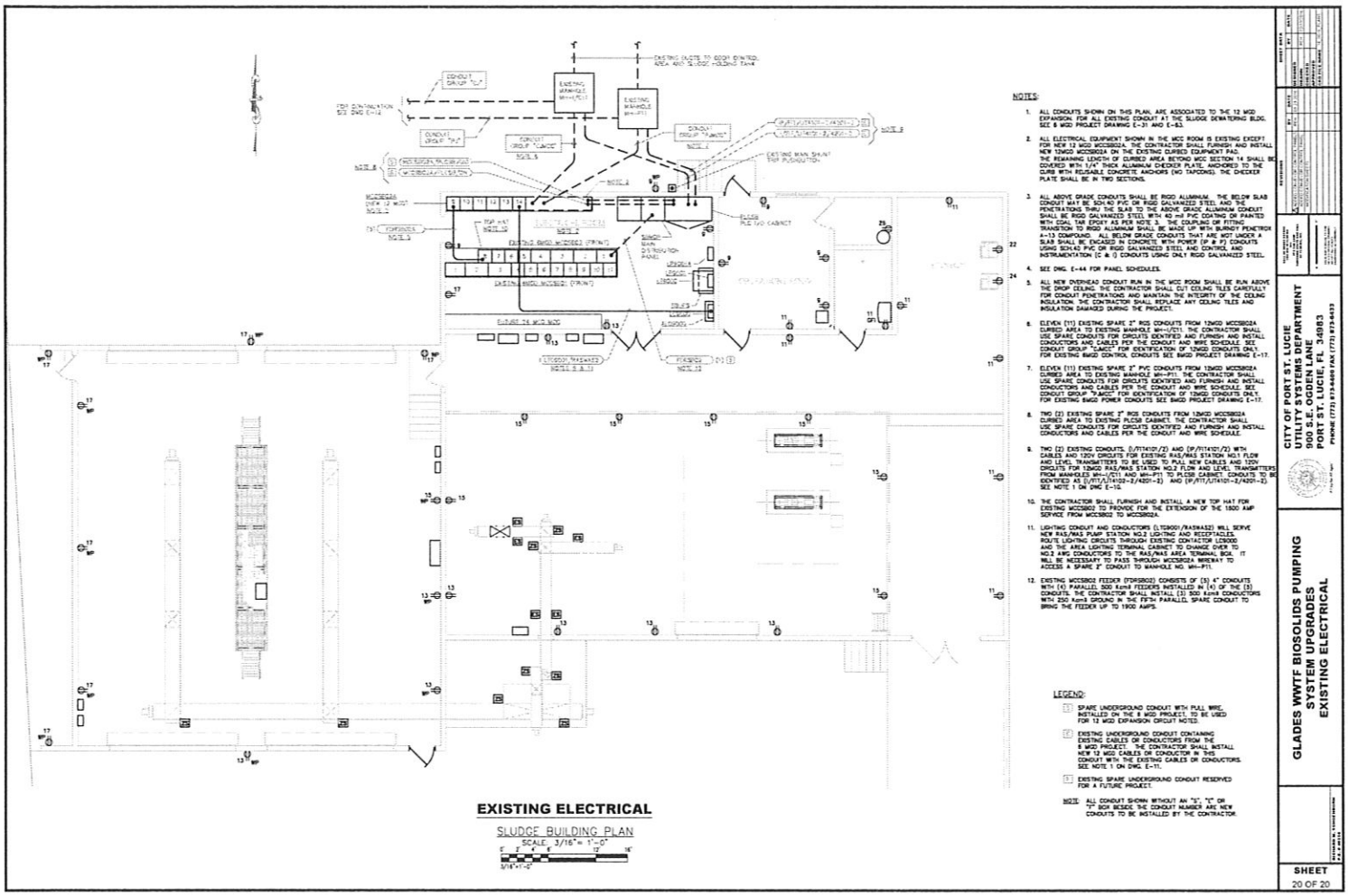

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E-Bid 20160063
Site Visit Construction of Sludge Pump
January 28, 2016 2:00 p.m.

	Name (Please PRINT legibly)	Agency	E-Mail Address	Telephone # & FAX #
1.	**Gina Jolly**	City of Port St Lucie OMB	**gjolly@cityofpsl.com**	T 772-344-4055
				F
2.	Stephen Polk Robert Otts	Poole + Kent of Fl	Stephen P @ PK Florida.com	T 305 325 1930
			Robert O @ PK Florida.com	F
3.	JOHN MONACO	TLC DIVERSIFIED	JMONACO@TLCDIV.com	T 561 478 2025
				F
4.	RICH SCHOENBORN	CITY OF PSL UTILITIES	rschoenborn@cityofpsl.com	T 772-873-6485
				F
5.	Brad Macek	PSLUSD	Bmacek@cityofpsl.com	T 772-823-6412
				F
6.	Jay Bright	Florida Design Drilling	jay@fldrilling.com	T [redacted]
				F
7.	Scott Meagher	PSLUSD	Smeagher@cityofpsl.com	T 772-873-6429
				F

E-Bid 20160063
Site Visit Construction of Sludge Pump
January 28, 2016 2:00 p.m.

8.	James Contra.	Wharton-Smith, Inc.	akushner@whartonsmith.com	T (561) 748-5456 F (561) 748-5458
9.	Rob. Hayes	Glades City of PSL	SHayes@City of PSL	T (770) 871-5430 F
10.	Max Harper	GladesWWTF	mharper@cityofpsl.com	T 770-871-5430 F
11.				T F
12.				T
				F

Site Visit
E-Bid 20160097
Construction of the Glades WWTF Bio-Solids Cake Pump
April 15, 2016 8:30 a.m.

	Name (Please PRINT legibly)	Agency	E-Mail Address	Telephone # & FAX #
1.	**Gina Jolly**	City of Port St Lucie PMD	**gjolly@cityofpsl.com**	T 772-344-4055
				F
2.	Jose Reyes	C&W ENGINEERING	JREYES@CWENG.US	T 561-642-5333
				F
3.	JEFF HOLST	FL DRILLING	JEFF@FLDRILLING.COM	T 561-818-3228
				F
4.	JOHN STOCK	CC CONTROL CORP	JSTOCK@CCCONTROLCORP	T 561 293-3975
			.COM	F
5.	BEN Matthews	Curry Controls	jbm@CurryControls.ca	T 863-646-5781
				F
6.				T 863 634 3748
	David Shockley	Cyber electric	Cyberelectric99@gmail.com	F
7.	Cameron Shockley	Cyber Electric	↓	T 863-801 3384
				F

E-Bid Reply Sheet/Questionnaire #20160097
Construction of the Glades Wastewater Treatment Facility Bio-Solids Cake System

1. **COMPANY NAME**: TLC Diversified, Inc.

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

Addendum Number	Date Issued
1	03/31/2016
2	04/11/2016
3	04/11/2016

4	04/19/2016
5	04/20/2016
6	04/20/2016

3. **BID REPLY**

Submit a detailed GMP proposal to the City using the schedule of fees from Master 20160063 with your methodology to complete the project.

Guaranteed Maximum Price (GMP) for contractors fee (total fee & profit) $ 734,900.00 (this amount should be entered on the webpage on Demandstar). The GMP includes all labor, materials, construction, construction services, reimbursable, license, bonding, (including structural and electrical) and permit fees.

The City shall entertain Value Engineering concepts from the contractor. All savings from value engineering by the contractor shall be shared by the City and the contractor at 50/50.

Discrepancies between the unit prices on the proposal and the "GMP" amount listed on the web page at time of submittal will be resolved in favor of the unit prices that are uploaded in the proposal at time of submittal.

Number of calendar days to complete the project: 193 Days

4. **SUBCONTRACTORS**

List subcontractors and major material suppliers for the project. Include the duties that will be assigned, name, email address and telephone numbers. Insert additional sheets if necessary.

SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) SUBCONTRACTOR:
NAME: Curry Controls Company
EMAIL: djs@currycontrols.com
TELEPHONE NUMBER: Donald Schlicht / 863-646-5781

ADDITIONAL SUBCONTRACTORS:
NAME: Ingenuity Engineers
DUTY Electrical Engineering
EMAIL: dgreen@ingenuityel.com
TELEPHONE NUMBER: Dave Green / 407-398-6007

NAME: Jason Hanchuk, P.E.
DUTY Structural Engineering
EMAIL: jasonhanchuk@me.com
TELEPHONE NUMBER: 561-818-1935

NAME: N/A
DUTY
EMAIL:
TELEPHONE NUMBER:

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

6. CONTRACT - Bidder agrees to comply with all requirements stated in the specifications for this bid and the Terms and Conditions of Master Contract 20160063.

7. CERTIFICATION

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

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

X _____ Thurston Lamberson/President
Signature Title

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

ATTEST: *(Seal)*
X _____
Joanne Lamberson/Secretary

SECTION E – BID SUBMITTAL FORM

FLORIDA TRENCH SAFETY ACT

CERTIFICATION AND DISCLOSURE STATEMENT

The undersigned acknowledges the requirements of the Florida Trench Safety Act (Section 553.60 et. seq. Florida Statutes).

A. The Bidder further acknowledges that the Florida Trench Safety Act, (the Act) establishes the Federal excavation safety standards set forth at 29 C.F.R. Section 1926.650 Subpart P, as the interim state standard until such time as the state of Florida, through its Department of Labor and Employment Security, or any successor agency, adopts, updates, or revises said interim standard. This State of Florida standard may be supplemented by special shoring requirements established by the State of Florida or any of its political subdivisions.

B. The Bidder, as Contractor, shall comply with all applicable excavation/trench safety standards.

C. The contractor shall consider the geotechnical data available from the County, if any, the Contractor's own sources, and all other relevant information in its design of the trench safety system to be employed on the subject Project. The Contractor acknowledges sole responsibilities for the selection of the data on which it relies in designing the safety system, as well as for the system itself.

D. The amounts that the Bidder has set forth for pipe installation includes the following excavation/trench safety measures and the linear feet of trench excavated under each safety measure. These units, costs, and unit values shall be disclosed solely for the purpose of compliance with procedural requirements of the Act. No adjustment to the Agreement Time or price shall be made for any difference in the actual number of linear feet of trench excavation, except as may be otherwise provided in these Contract Documents.

	Trench Safety Measure (Description)	Units of Measure (LF, SF)	Unit (Quantity)	Unit Cost	Extended Cost
1.	N/A	N/A	N/A	$ N/A	$ N/A
2.				$	$
3.				$	$
4.				$	$
5.				$	$

For Information Only, Not for Payment Purposes $ N/A

Bidder may use additional sheets as necessary to extend this form. Failure to complete the above may result in the bid being declared non-responsive.

E. The amount disclosed as the cost of compliance with the applicable trench safety requirements does not constitute the extent of the Contractor's obligation to comply with said standards. The Contractor shall extend additional sums at no additional cost to the County, if necessary, to comply with the Act (except as otherwise be provided).

F. Acceptance of the bid to which this certification and disclosure applies in no way represents that the County or its representatives has evaluated and thereby determined that the above costs are adequate to comply with the applicable trench safety requirements nor does it in any way relieve the Contractor of its sole responsibility to comply with the applicable trench safety requirements.

TLC Diversified, Inc.
Company Name

X _____ - President
Name and Title Thurston Lamberson

Address:
2719 17th Street East
Palmetto, FL 34221

(941) 722-0621 / (941) 722-1382
Telephone/Fax

59-2513308
Federal Employee ID NO. (FEIN)

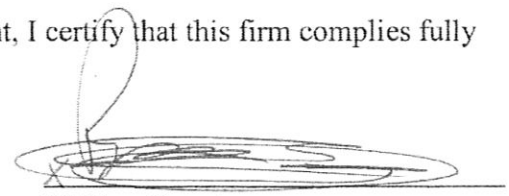
tlamberson@tlcdiversified.com
Email of Account Representative

DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087, as amended from time to time, hereby certifies that
TLC Diversified, Inc. does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities, or contractual services that are under bid, the employee will abide by the terms of the statement, and will notify the employer of any conviction of, or plea of guilty, or nolo contendere to any violation of chapter 893, Florida Statutes, as amended from time to time, or of any controlled substance law of the United States, or any State, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance, or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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



Bidders Signature
Thurston Lamberson, President

April 06, 2016
Date

PUBLIC ENTITY CRIME FORM

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

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

1. This sworn statement is submitted to City of Port St. Lucie, FL By:

Thurston Lamberson, President
(print individual's name and title)

For:

TLC Diversified, Inc.
(print name of entity submitting sworn statement)

whose business address is

2719 17th St. E., Palmetto, FL 34221

and (if applicable its Federal Employer Identification Number (FEIN) is

59-2513308

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

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

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

a. A predecessor or successor of a person convicted of a public entity crime; or

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint-venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Para. 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. Please indicate which statement applies:

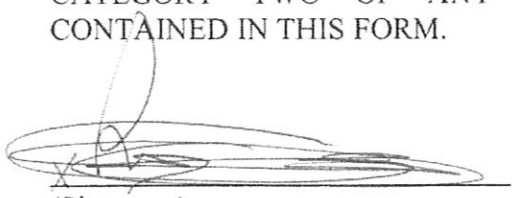
__X__ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place

the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017 FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

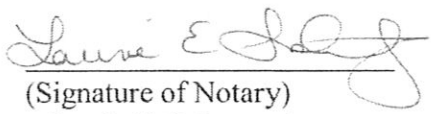


(Signature)
Thurston Lamberson, President

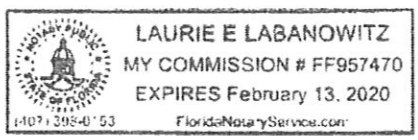
Sworn to and subscribed before me this 6th day of April, 2016

Personally known to me.

Notary Public – State of Florida



(Signature of Notary)
Laurie E. Labanowitz



Notary Stamp:

TLC Diversified, Inc.

Environmental Construction
Professionals Serving the Water
& Wastewater Industry

CG C041216
CU C053983

Corporate Resolution

December 04, 2014

RE: Authority to Sign Legal Documents

TO WHOM IT MAY CONCERN:

TLC Diversified, Inc., being a legal Corporation organized under the Laws of the State of Florida in April, 1985, Mr. Thurston Lamberson and Mrs. Joanne R. Lamberson and having 100% of the outstanding shares of said Corporation owned since March of 1989 declares the following as a matter of record.

Mr. Thurston Lamberson, President and Mrs. Joanne R. Lamberson, shall have full power and authority to sign any and all Legal and Binding Documents and make all commitments of whatever nature for TLC Diversified, Inc.

Signed this 4th day of December, 2014

Thurston Lamberson
President

Joanne R. Lamberson
Senior Vice-President

Sworn to and subscribed before me Thurston Lamberson, and Joanne R Lamberson whom I know this 4th day of December, 2014.

Linda Kay Moore
Notary Public

LINDA KAY MOORE
Notary Public - State of Florida
My Comm. Expires Mar 20, 2016
Commission # EE 166648

My Commission Expires: March 20, 2016

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

(850) 487-1395

LAMBERSON, THURSTON
T L C DIVERSIFIED INC
2719 17TH STREET EAST
PALMETTO FL 34221

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

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

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

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CGC041816 ISSUED: 07/27/2014

CERTIFIED GENERAL CONTRACTOR
LAMBERSON, THURSTON
T L C DIVERSIFIED INC

IS CERTIFIED under the provisions of Ch 489 FS.
Expiration date AUG 31 2016 L1407270002329

DETACH HERE

RICK SCOTT, GOVERNOR KEN LAWSON, SECRETARY

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

LICENSE NUMBER	
CGC041816	

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

LAMBERSON, THURSTON
T L C DIVERSIFIED INC
2719 17TH STREET EAST
PALMETTO FL 34221

ISSUED: 07/27/2014 DISPLAY AS REQUIRED BY LAW SEQ # L1407270002329

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

(850) 487-1395

LAMBERSON, THURSTON
T L C DIVERSIFIED INC
2719 17TH STREET EAST
PALMETTO FL 34221

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

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

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

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CUC053963 ISSUED: 07/27/2014

CERT UNDERGROUND & EXCAV CNTR
LAMBERSON, THURSTON
T L C DIVERSIFIED INC

IS CERTIFIED under the provisions of Ch 489 FS
Expiration date AUG 31 2016 L1407270002721

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

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

LICENSE NUMBER	
CUC053963	

The UNDERGROUND UTILITY & EXCAVATION CO
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS
Expiration date: AUG 31, 2016

LAMBERSON, THURSTON
T L C DIVERSIFIED INC
2719 17TH STREET EAST
PALMETTO FL 34221

ISSUED: 07/27/2014 DISPLAY AS REQUIRED BY LAW SEQ # L1407270002721

State of Florida
Department of State

I certify from the records of this office that T.L.C. DIVERSIFIED, INC. is a corporation organized under the laws of the State of Florida, filed on April 4, 1985.

The document number of this corporation is H51364.

I further certify that said corporation has paid all fees due this office through December 31, 2016, that its most recent annual report/uniform business report was filed on February 24, 2016, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

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

Ken Detzner

Secretary of State

Tracking Number: CC2309682944

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 13E
Meeting Date: 5/23/16

TO: Mayor and City Council

THRU: Daniel Holbrook, Acting City Manager

FROM: Azlina Goldstein Siegel, Interim City Attorney
John J. Fumero, Interim City Attorney

Agenda Item: Motion: Request an Attorney/Client Session with the City Council to discuss pending litigation in the matter of *City of Port St. Lucie, et al. v. PSL City Center, LLC, et al.;* Case No.: 562012CA004094

Submittal Date: 5/17/2016

STRATEGIC PLAN LINK: This item is consistent with the Port St. Lucie Mission "D" - Acting in a Financially Responsible Manner.

BACKGROUND: Pursuant to Section 286.011(8), Florida Statutes, I hereby request an Attorney/Client Session with the City Council to discuss the pending litigation in the matter of *City of Port St. Lucie, a Florida municipal corporation and City of Port St. Lucie Community Redevelopment Agency, a body corporate and politic of the State of Florida v. PSL City Center, LLC, a Florida limited liability company, De Guardiola Properties, Inc., a Florida corporation and PNC Bank, N.A., as successor by merger to National City Bank, a national bank association, as successor to Fidelity Federal Bank & Trust;* Case No.: 562012CA004094.
ANALYSIS: Florida Statute §286.011(8) requires that the request for an Attorney/Client Session be made during a public meeting.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: Requested by Azlina Goldstein Siegel and John J. Fumero, Interim City Attorneys on 5/17/2016.

STAFF RECOMMENDATION: Approval of request.

SPECIAL CONSIDERATION: The meeting will be scheduled at a mutually convenient time for the Mayor and the Council members.

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 5/23/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: There are no attachments.

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MAY 17 2016
CITY MANAGER'S OFFICE